



CGA Committee Agenda
March 2nd, 2022
8:00am

Tod Gunther, Councilmember, Chair
Don Tracy, Councilmember
Kim Agfalvi, City Clerk
Scott Larson, City Administrator
Gretchen Russo, Finance Director

1. Call to Order

2. Parks Report

3. Public Comments

4. Agenda Items

- A. Supportive and Transitional Housing Code Amendments (E2SHB 1220)
- B. Park Impact Fees
- C. Orting Historical Society- Clock Tower
- D. Remote Meeting Attendance
- E. Parking Strips
- F. Purple Heart Designation
- G. Distinguished Public Service Award
- H. City Challenge Coin
- I. Interlocal Agreements

5. Meeting Minutes of February 2nd, 2022.

6. Action Items/Round table review.

Final comments

Identify Items that are ready to move forward, establish next meeting's agenda.

7. Adjournment



Staff Report

Project Name:	Supportive and Transitional Housing Code Amendments (E2SHB 1220)
Applicant:	City of Orting
Date of Staff Report:	February 18, 2022
Date of Meeting:	March 16, 2022 & March 30, 2022
Staff Recommendation:	Approval
City Staff Contact:	Emily Adams, AICP Contract City Planner
Public Comment Period:	March 16 – March 30, 2022 following notice of public hearing.
Public Notice:	Type 5 applications do not require notice of application per OMC 15-4-1. Notice of a public hearing will be published and posted online 10 days prior to the hearing per OMC 15-7-3.

Exhibits:

1. Staff Report
2. Proposed Ordinance 2022-1093

Findings of Fact

E2SHB 1220 was signed into law in May 2021. Its purpose is to encourage cities to take active steps to accommodate transitional housing, emergency shelters, and similar homelessness-related facilities through local planning and changes to local development regulations. This signed bill contains new requirements related to:

- Comprehensive plan housing element updates;
- Adoption of moratoria or interim zoning controls; and
- Zoning and development regulations regarding indoor shelters, permanent supportive housing, and transitional housing.

The bill states: “A city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed” and “a city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed.” The bill does allow for reasonable occupancy, spacing and intensity of use requirements to be imposed on the uses.

When the bill was signed, the City’s current code had no regulations related to the development and operation of transitional housing or permanent supportive housing or shelters; and hotels/motels were permitted in the MUTC and MUTCN zones. Without changes under the new law, emergency shelters,

emergency housing, transitional housing, and permanent supportive housing would have been required to be permitted in the MUTC and MTUCN zones.

Interim regulations, which were set to expire after 6 months, addressing the new law were adopted on September 29, 2021, going into effect on October 4, 2021. Interim regulations were done as city staff did not have sufficient time to evaluate the needs for transitional housing or permanent supportive housing and develop regulations between the time that E2SHB 1220 was signed by the Governor and became law. Permanent regulations of other cities have been in review by staff and brought forth for planning commission review, however more time is necessary to meet process requirements.

Staff is requesting Council approve a 6-month extension on the interim regulations, as allowed per the adopted ordinance, as permanent regulations are currently under review with the planning commission and will not be adopted before the interim regulations expire.

Public Hearing

A public hearing will be held by City Council on March 30, 2022 followed by action.

Staff Recommendation

Staff recommends approval of the ordinance extending the interim regulations by six months.

Reconsideration and Appeal

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the administrator within five (5) days of the oral announcement of the final decision. The request shall comply with OMC 15-10-4B.

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2022-1093**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO INTERIM ZONING
CONTROLS PERTAINING TO PERMANENT
SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING
FOR A PERIOD OF SIX MONTHS IN RESPONSE TO E2SHB
1220; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, under the authority of RCW 35A.63.220 and RCW 36.70A.390, the City may impose interim regulations to be effective for a period of up to six months, and for six-month intervals thereafter; and

WHEREAS, in 2021 the state legislature enacted Engrossed Second Substitute House Bill (E2SHB) 1220 signed by Governor Inslee on May 12, 2021, became Chapter 254, Laws of 2021 and will take effect on partially on July 25, 2021 and partially on September 30, 2021; and

WHEREAS, Section 3 of E2SHB 1220 contains the following preemption of local zoning authority:

A code city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed. Effective September 30, 2021, a code city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except in such cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit.; and

WHEREAS, the City of Orting had no regulations related to the development and operation of transitional housing or permanent supportive housing needed to protect the community and residents of these units; and

WHEREAS, the City had not had sufficient time to evaluate the needs associated with transitional housing or permanent supportive housing and develop regulations between the time that E2SHB 1220 was signed by the Governor and became law; and

WHEREAS, in accordance with the requirement set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City's intent to adopt the proposed ordinance for its expediated review and comment period; and

WHEREAS, the City’s Planning Commission held a public hearing on the proposed interim amendments on September 9, 2021 and proposed a recommendation and forwarded it to the City Council to adopt the proposed OMC amendments; and

WHEREAS, the City Council, on September 29, 2021, considered the proposed code amendments and the entire record, including recommendations from the Planning Commission and had a closed record final decision; and

WHEREAS, in response to E2SHB 1220 the Orting City Council would like to make certain changes to its development regulations on an interim basis to give City staff and the Planning Commission time to make a recommendation to the City Council with respect to recommendations that will keep the City compliant with E2SHB 1220 on a permanent basis;

WHEREAS on October 4, 2021 the interim regulations went into effect for an initial period of six months per Ordinance 2021-1083;

WHEREAS the City Council has decided to extend the interim regulations by six months as the permanent regulations are being developed and going through the public process;

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

Section 1. Recitals. The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusion of Law of the City Council. The City Council bases its findings and conclusions on the entire record of testimony and exhibits, including all written and oral testimony before the Planning Commission and the City Council.

Section 2. OMC Section 13-3-3, Amended. Orting Municipal Code Section 13-3-3 is hereby amended as follows:

13-3-3: USES

**TABLE 1
CITY OF ORTING LAND USE**

	Zones							
	RC	RU	RMF	MUTC	MUTCN ²	LM	OS	PF
Residential Uses ¹ :								
Cottage	P	P	P		P			
Cottage development		P ^{3,4}	P ^{3,4}		P			
Duplex		P ¹⁰	P	P	P ²⁵			
Group residences:		C	C ³	C ³				C ²²
Adult family homes	P	P	P	P	P			
Attached ground related residences					P			
<u>Permanent Supportive Housing</u>	C ²⁶	C ²⁶	C ²⁶	C ^{3,26}	C ^{3,26}			

Single room occupancy sleeping units								C
<u>Transitional Housing</u>	C ²⁶	C ²⁶	C ²⁶	C ^{3,26}	C ^{3,26}			
Other ⁶		C	P	C				
Manufactured home park	C	C	C					
Mobile/ manufactured home	P ⁷	P ⁷	P ⁷					
Multiple-family			P	P ³	P			
Single-family detached	P	P	P		P ²⁵			
Temporary Lodging								
Bed and breakfast	C	C	C	P ³				
Hotel/motel				P ³	P			
Rooming house			C	C ³				

Notes:

1. Residential planned unit developments (PUD) may allow increases in underlying density except in the MUTCN.
2. All development subject to Master Development Plan and MUTCN Bulk and Dimensional Requirements. See sections 13-3-2 E2 and E5 of this code.
3. Subject to architectural design review.
4. As a binding site plan.
5. Not located along retail street frontages.
6. Housing more than 12 unrelated individuals.
7. On a legal lot with permanent foundation.
8. On upper floors above ground floor commercial only.
9. On upper floors above ground floor commercial, or in freestanding residential buildings.
10. Duplexes and townhouses are not allowed on flag lots in the RU zone.
11. In planned retail centers when building area is less than 10,000 square feet.
12. See section 13-5-4 of this title.
13. On site sales of agricultural products allowed.
14. Food stores only.
15. On upper floors above ground floor retail.
16. Including outdoor display or sales yards.
17. Not including overnight kennels or treatment facilities.
18. Machine shops, incinerators, wrecking yards, and feedlots may be permitted subject to appropriate mitigation of impacts on surrounding nonindustrial areas. Significant adverse noise, air quality, or other impacts caused by manufacturing processes shall be contained within buildings.
19. When entirely located in a building, not producing adverse noise or air quality impacts, and not located along retail street frontage. Ground floor area limited to 10,000 square feet maximum.
20. Private facilities.
21. Subject to all other City regulations regarding livestock.
22. Redevelopment of the Orting Soldiers' Home subject to site plan and architectural design review approval.
23. Three or more units per building.
24. May not have frontage along SR 162/Washington Avenue N. Must be screened from all adjacent residences with sight obscuring landscaping, 6-foot tall solid fencing.
25. For Senior Housing (aged 55+) only.

26. The number of permanent supportive housing units and transitional housing units allowed on any given property shall be no more than the number of standard dwelling units that would be allowed under the applicable zoning of the property. No permanent supportive housing or transitional housing may be located within one mile of another property than contains permanent supportive housing or transitional housing or a quarter mile of any school or park.

Section 3. OMC Section 13-2, Amended. Orting Municipal Code Section 13-2 is hereby amended as follows:

13-2: DEFINITIONS

13-2-6: E

EMERGENCY HOUSING: Temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.

EMERGENCY SHELTER: a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.

13-2-17: P

PERMANENT SUPPORTIVE HOUSING: One or more subsidized, leased dwelling units with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in the Residential Landlord Tenant Act, chapter 59.18 RCW.

13-2-21: T

TRANSITIONAL HOUSING: A facility that is owner, operated, or managed by a nonprofit organization or governmental entity that provides housing and supportive services to homeless individuals or families for up to two years and whose primary purpose is to

enable homeless individuals or families to move into independent living and permanent housing.

Section 4. Duration. The interim zoning regulations adopted herein shall be in effect for six months, beginning upon the effective date of this Ordinance and ending six months thereafter, unless an ordinance is adopted prior thereto rescinding the interim zoning regulations adopted herein.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Codification. The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

Section 7. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF ____, 2022.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk,

Approved as to form:

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

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:



Staff Report

Project Name: Park Impact Fee

Applicant: City of Orting

Date of Staff Report: February 16, 2022

Date of Meeting: February 23, 2022

Staff Recommendation: Approval

City Staff Contact: Emily Adams, AICP
Contract City Planner

Exhibits:

1. Staff Report
2. Proposed Ordinance No. 2022-1092

Findings of Fact

The park impact fee was updated as part of the 2021 budget and fee schedule update. Resolution 2021-14 was adopted by Council on November 17, 2021 updating a number of fees to bring them in line with peers. This included increasing the park impact fee from \$830.00 to \$1,492.00. This increase was due to inflation and is in line with similar jurisdictions.

The park impact fee is also codified in the Orting Municipal Code through the adopted impact fee formula. To update the code Council must adopt an ordinance doing so. The proposed ordinance therefore updates the formula and park impact fee to provide consistency with the adopted fee schedule and adopted Parks, Recreation, and Open Space plan. The code revisions shown below were included in the Council packet for the fee schedule, however they amendments need to be formally adopted with an ordinance.

Impact Fee Code Revisions

OMC 15-6-7.B: Calculation of Impact Fees

PARKS LAND DEDICATION FORMULA, TABLE 15-6-2

Park land area per household: ~~9 X 43,560/400 = 980 square feet/HH (rounded)~~ $8 * 43,560 / 322.58 = 1,080 \text{ square feet/ household (rounded)}$

Given the following variables:

- a) Comprehensive plan park land-to-population ratio = ~~nine-eight (98)~~ 98 acres per thousand (1,000)
 - b) Average household size = ~~two and one-half~~ three and one-tenth (2.53.1) persons per household
 - c) Households per thousand (1,000) = $1,000 / 2.53.1 = 400322.58$
3. The fee value of land to be dedicated may be determined by either of the following methods:

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2022-1092**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO THE PARK IMPACT FEE;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE**

WHEREAS, the City of Orting is authorized under RCW 35A.11.020, 35A.63.100(2) and RCW 19.27.040 to require licenses for the conduct of business, permits for the construction of structures and improvements, and to impose fees to recoup the costs of processing and/or providing services; and

WHEREAS, the Orting Municipal Code (OMC), at various places, establishes the bases for the assessment and/or collection of such license, permit fees and service charges; and

WHEREAS, the City Council adopted Resolution 2021-14 adopting an amended fee schedule which included an updated park impact fee; and

WHEREAS, the City Council adopted the 2022 update of the Parks, Trails and Open Space plan which included the updated park impact fee;

WHEREAS, the City Council has determined that the proposed regulations are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens of the City;

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

Section 1. Recitals. The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusion of Law of the City Council. The City Council bases its findings and conclusions on the entire record of testimony and exhibits.

Section 2. OMC Section 15-6-7 Amended. Orting Municipal Code Section 15-6-7-B is hereby amended as follows:

PARKS LAND DEDICATION FORMULA, TABLE 15-6-2

Park land area per household: ~~9 X 43,560/400 = 980 square feet/HH (rounded)~~ 8*43,560/322.58 = 1,080 square feet/ household (rounded)

Given the following variables:

- a) Comprehensive plan park land-to-population ratio = ~~nine-eight (98)~~ nine-eight (98) acres per thousand (1,000)

- b) Average household size = ~~two and one-half~~ three and one-tenth (2.53.1) persons per household
 - c) Households per thousand (1,000) = 1,000/2.53.1 = 400322.58
3. The fee value of land to be dedicated may be determined by either of the following methods:
 - a. The applicant may provide a fair market appraisal of the improved property value. The appraisal shall be prepared by a member of the Appraisal Institute (MAI).
 - b. The city may calculate the average improved land value using Pierce County assessor's data for all new dwelling units constructed in the previous calendar year.
 4. Park impact fee (PIF) assessments in lieu of land dedication shall be collected based on table 15-6-3 of this section and specified by city council resolution:

**TABLE 15-6-3
PARKS IMPACT FEE FORMULA**

Given the following variables:

- A = Adjustment in accordance with Revised Code of Washington 82.02.050 and 060 to provide a balance between impact fees and other sources of public funds to meet capital facilities needs. For park improvements this adjustment is fifty (50) percent, so that A = 0.5.
- HS = Average household size of ~~two and one-half~~ three and one-tenth (2.53.1) persons.
- PLOS = Adopted park land level of service standard of ~~nine-eight~~ (98) acres per thousand (1,000) population.
- PLR = Proportionate land requirement per new household of two-one-hundredths (0.0248) acre calculated as PLOS ÷ 1,000 x HS.
- PV = Park land value of ten thousand dollars (~~\$10,000~~15,000) per acre and park improvement value of seventy thousand dollars (~~\$70,000~~104,000).
- TLOS = Adopted trails level of service standard of one-~~fourth~~ mile per thousand (1,000) population.
- TV = Trails land and improvement value of thirty thousand dollars (~~\$30,000~~44,000) per mile.
- PTR = Proportionate trail requirement per new household of two-one-thousandths (0.~~002000~~00775) calculated as TLOS ÷ 1,000 x HS.

Therefore: $PIF = A \times [PLR \times PV + PTR \times TV]$
 $PIF = 0.5 \times [0.0248 \times \$~~80,000~~119,000 + 0.~~002-000~~775 \times \$~~30,000~~44,000] = \$~~830~~
1,492 per new household (unless amended by city council resolution)$

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Codification. The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ___ DAY OF ____ 2022.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

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

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:

Sam

Subject: City Hall Clock Project - 02/16/2022

Kim,

Here is all the activity that took place from January 19th to February 16th, 2022.

Not much movement on the clocks as Electric Time is waiting for some items needed on the production line.

Sam

Orting Historical Society



Monthly Report

February 16th, 2022

Orting Historical Society

Date: February 16th, 2022 ✓

Time: 2:00 p.m.

Agenda

Call to Order: President Madeline Jones

Minutes: January 19th, 2022 - Sam Colorossi
Attachment: OASF report by Evan Davies

Treasurer Report: January 31st, 2022 - Sam Colorossi

Visitors:

1. Erin Egan? (see attachment)
2. John Park (see attachment)

Old Business:

1. Micro-film/Digital program: - Leland Meitzler
2. Sawdust Burner repaint: - Sam Colorossi
3. Historical Book Project: Madeline Jones
 - a. Historic Homes: The Wickman/Jones house - Kelly Cochran
 - b. Farms:
 - c. Mayors: Sam Colorossi
 - d. Telephone History: Madeline Jones
 - e. People: Madeline Jones
4. City Hall Clock Project: Sam Colorossi
 - a. Electric Time
 - b. Parametrix
5. City Mural Repair Program: Sam Colorossi
6. Railroad Switch: Sam Colorossi

New Business:

Telephone Calls:

E-mail Correspondence:

U.S. Postal Correspondence:

Next meeting: March 16th, 2022 - 2:00 p.m.

Orting Historical Society

Minutes

January 19, 2022

President Madeline Jones called the meeting to order at 2:01 pm. Secretary/Treasurer Sam Colorossi was also present at the Orting Senior Center located at 112 Varner Ave SE, in downtown Orting.

* Members present were:

- Kelly Cochran, Steve Meitzler, Pat Baker and Leland Meitzler.
- Copy of the membership attendance records and membership fee payment were part of this packet.

* Visitors:

- Evan Davies was present representing the Orting Alumni Scholarship Foundation. Because I was unable to hear Evan's report in detail, I asked him to send me a copy of what he reported by e-mail. A copy of his e-mail, dated January 24th with his report is attached to the minutes.
- John Parker, the new branch manager for KeyBank, was present to learn more about the historical society. He tells us that he lives and had worked on South Hill prior to coming to Orting. He expressed that he wanted to learn as much, as he can, about the community. He has a goal of working with the Orting School district to educate the students with regards to financial literacy. And, lastly, he leaves the door open for anyone with questions or problems related to the bank.

* Minutes:

- Motion was made by Kelly Cochran and seconded by Steve Meitzler to approve the minutes, as amended, for the December 15th, 2021 meeting. Motion carried. The amendment was made in the last line of the historical book report by Steve Meitzler. The last line read: "along the lines of a coffee book." Should have read: "along the lines of a coffee *table* book" ..

* Finance Report:

- Treasurer Report for the month of December, 2021.
- Copies of December's deposits of \$15,200.00 plus \$500.00.
- KeyBank statement balance as of December 31st, 2021, is **\$32,557.09**.
- Copy of the entire year of 2021 checking account - receipts and payments.

Old Business

1. **Micro-film/Digital Project:** Leland Meitzler had no report.

2. **Saw Dust Burner Paint job:** Sam Colorossi had no report.

3. Historical Book Project:

3 a. **Historical Homes in Orting:** Kelly Cochran – The Methodist Parsonage House.

3 b. **Farms in Orting & the Orting Area:**

3 c. **Mayor History:** Sam Colorossi no report.

3 d. **Orting Telephone Company:** No report.

3 e. People –

- **Bill Cope's Family:** Madeline Jones circulated a page with four photos. Two photos were of Bill as a jet pilot while in the Air Force. The third photo was with Bill, and brother Bob, on a tricycle. The fourth photo was a group shot of Bill, Bob, two Jones kids, and Clarence Weaver.
- **Sale of Land Deeds:** Madeline shared with us the finding of two deeds for the sale of property in Orting. One was for the year of 1891 between Beckett and Noble. The other was for the year of 1896 between William Harman and Noble. It was unclear where the property was located.
- **Opera House:** Madeline showed the members an installation and dance card for the IOOF Lodge members dated January 03, 1890. It is believed that the Opera House was located on the corner of Train and Washington.
- **Hardtke Barn:** An undated newspaper article describes the fire that leveled the Hardtke barn.
- **Copper Shares document:** Among the articles that Madeline shared with us were two copper 5000 shares certificates. One for Alpedro Noble and one for Ethel Noble. Each worth \$1.00 per share and the documents were dated December 1908.
- **There were others and I'll try to report on them next month.**

4. City Hall Clock project:

a. **Electric Time:** Sam Colorossi reported on the activity with the clocks during the past month and since our last meeting the clocks were paid for in full along with the shipping and insurance charges. At the same time Sam learned the completion of the clocks had slipped from mid January to mid February of 2022.

b. **KeyBank** – Sam Colorossi met with John Parker, the new branch manger, on December 16th, and paid for the clocks, in full, via a wire transfer of funds in the amount of \$9,399.00. Service charges of \$30.00 were paid to KeyBank at the same time.

c. **State of Washington - Department of Revenue** – Sam Colorossi paid, on December 16th, to the State of Washington Department of Revenue the sales taxes, for the two clocks, in the amount of \$1,392.14 with check number 2598.

d. **Orting Historical Society:** Sam Colorossi sent to all contributors, for the clocks, by e-mail, an update of the project on December 20th.

All of the above subject matter can be found in detail in this month's packet.

5. **City Murals Repair Program:** Sam Colorossi. Still haven't heard from Linda Petchnick, but continue to reach out to hear from her.

6. **Railroad Switch:** Sam Colorossi reported that the status is the same as last month.

New Business:

1. **Final Budget:** The final 2022 budget was presented to the body by Sam Colorossi. Upon a motion by Leland Meitzler and seconded by Steve Meitzler, the 2022 budget was approved by the membership.

2. **Evan Davies Membership:** Sam Colorossi reported that Evan Davies was very interested in being a member of the Historical Society. Upon a motion by Kelly Cochran and seconded by Pat Baker, Evan was voted in by the majority as our newest member.

Telephone Call:

1. None

E-Mail Correspondence:

1. Heritage League of Pierce County: On January 19th, at 10:53 am, an e-mail was received by this body advising of their annual February meeting going zoom. Because of the timing of this e-mail it was handed out at the meeting rather than being within the packet.

U.S. Mail Correspondence:

1. None

Roundtable:

1

Meeting adjourned: Upon a motion by Pat Baker and seconded by Kelly Cochran the meeting was adjourned at 3:19 pm. So carried.

Next meeting: February 16th, 2022 - 2:00 p.m.

Minutes submitted by: Sam Colorossi

From: Sam <gcolorossi@centurytel.net>
Sent: Sunday, January 23, 2022 9:34 AM
To: 'Evan Davies'
Subject: Orting Historical Society meeting minutes - 01/23/2022

Good Morning Evan,

I am wondering if you could do me a favor. I'm presently documenting the minutes of our last meeting held on January 19th and I need a little help from you. While I heard you give your OASF report I could not understand a word you said, because of your mask. It muffled your words which I couldn't pick up with the hearing aid that I presently use. If you could give me a brief summary of what you shared with us, I could use that for our minutes. I'd appreciate it very much. Sorry to put you through this, but I want to be as accurate and informative as I can with our minutes. They are our current history for the future.

Thank you, Evan.

Sam

From: Evan Davies [mailto:evan.w.davies1@gmail.com]
Sent: Monday, January 24, 2022 10:06 AM
To: Sam <gcolorossi@centurytel.net>
Subject: Re: Orting Historical Society meeting minutes - 01/23/2022

Here you go Sam:

- I briefed the rubric and answer key at our Orting Alumni Scholarship Foundation (OASF) meeting Monday evening (1.10.2022). Overall, positive feedback from the committee, liked the way the rubric standardized grading by all.
- At the time of our OASF meeting, two essays had been received from applicants and both were read for the group to hear.
 - + Thoughts included the disparity of each essay. One read with a little more detail and mentioned where information was gathered. The other, far more generic with little to no references mentioned.
 - + A comment was whether today's students understand how to research and use references. The OASF President is going to show the rubric and answer key to the OHS high school principal and get his thoughts on students' abilities to meet OASF essay requirements for the application.
 - + Another comment was that it's ok if applicants fall a little short as this is the first year using these questions, the rubric and answer key. So it's also ok if there are NO essays that receive scores of 4/5.

R/
Evan

Orting Historical Society

City Hall Clock Project

Electric Time – Tina Galvin.

By: Sam Colorossi

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- E-mail – February 08th, 2022 – 7:39 am. From Sam Colorossi to Tina Galvin of Electric Time inquiring the status of the clocks.
- E-mail – February 08th, 2022 – 8:22 am. From Tina Galvin to Sam Colorossi with pictures and the latest information regarding the clocks.
- E-mail – February 08th, 2022 – 8:27 am. From Sam Colorossi to Tina Galvin thanking for the quick response.

From: Sam [mailto:gcolorossi@centurytel.net]
Sent: Tuesday, February 8, 2022 7:39 AM
To: 'Martina S. Galvin' <msg@electrictime.com>
Subject: RE: Clock Update - Orting City Hall - Orting, WA

Good Morning Tina,

As I said in this message below, I'd check back with you during the second week of February. Isn't it interesting how quick this date has arrived?

What can you tell us with regards to the two clocks that we have on order? We are anxious. . .

Be waiting to hear from you. Have a great day.

Thank you.

Sam

When I checked on them last week there was still some work to be done on the chime unit. I will check in our meeting on Thursday to see if this has been completed.

Sincerely,



Martina ("Tina") Galvin

Customer Service

o: 508-359-4396 x 1020

f: 508-359-4482

a: 97 West Street, Medfield, MA 02052 USA

e: msg@electrictime.com

w: www.electrictime.com



From: Sam [mailto:gcolorossi@centurytel.net]
Sent: Tuesday, February 8, 2022 8:27 AM
To: 'Martina S. Galvin' <msg@electrictime.com>
Subject: RE: Clock Update - Orting City Hall - Orting, WA

Thank you for the quick response Tina. Just seeing these pictures gives me a very good feeling.

Sam

Orting Historical Society

City Hall Clock Project

Parametrix – JC Hungerford.

By: Sam Colorossi

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- E-mail – February 04th, 2022 – 8:07 am. From JC Hungerford to Sam Colorossi regarding donations for the clocks.
- E-mail – February 04th, 2022 – 8:58 am. From Sam Colorossi to JC Hungerford acknowledging and thanking JC for the upcoming donations.

Sam

From: JC Hungerford <JHungerford@parametrix.com >
Sent: Friday, February 4, 2022 8:07 AM
To: gcolorossi@centurytel.net
Subject: Parametrix Update

Good Morning Sam,

I hope you are doing well. I wanted to give you an update on my fundraising efforts. I am currently up to \$1450 of donations by Parametrix employees. I'm in the process of gathering all of the money and should be able to deliver it next week. I will continue to fundraise until I hear the campaign is over.

Thanks,

Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

JC Hungerford, PE
Water Division Manager
253.604.6630 | direct
253.381.4815 | mobile



From: Sam [mailto:gcolorossi@centurytel.net]
Sent: Friday, February 4, 2022 8:58 AM
To: 'JC Hungerford' <JHungerford@parametrix.com >
Subject: RE: Parametrix Update

Good Morning JC,

Great news! We are getting very close to reaching our goal. Your fund raising efforts will get us even closer. Thank you for all your help with this project.

Sam



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Council Rules – Remote Attendance DRAFT Language	AB22-17	CGA		
		3.2.2022		
	Department:	Council/Admin		
	Date Submitted:	2.24.2022		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Scott Larson			
Fiscal Note: N/A				
Attachments: Draft Rules				
SUMMARY STATEMENT:				
<p>Council requested at the February 23, 2022 council meeting that the CGA committee review updated language to address remote attendance. The attached DRAFT rules contain language to permit remote attendance. Council members may still wish to consider additional language providing for parameters around remote attendance depending on their goals for the new rules.</p>				
RECOMMENDED ACTION:				
For review only.				
FUTURE MOTION: TBD				



City of Orting

City Council Rules of Procedure

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1. General Rules

1.1 Meetings to be Public:

The meetings of the City Council shall be open to the public with the exception of executive sessions for certain limited topics (as defined in RCW Chapter 42.30). After minutes have been approved, the City Clerk will post the minutes on the website and retain the minutes in a fire proof safe or file, and retain them in accordance with Washington State Retention schedules.

1.2 Quorum:

A simple majority of Councilmembers shall be in attendance to constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time, but no adjournment shall be for a longer period than until the next regular meeting.

1.3 Attendance, Excused Absences:

RCW 35A.12.060 provides that a Councilmember shall forfeit his/her office by failing to attend three (3) consecutive regular meetings of the Council without being excused by the Council. The member shall contact the Mayor or the City Clerk prior to the meeting and state the reason for his/her inability to attend the meeting. The Mayor shall inform the Council of the member's absence, state the reason for such absence and inquire if there is a motion to excuse the member. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the City Clerk will make an appropriate notation in the minutes. If the motion is not passed, the City Clerk will note in the minutes that the absence is unexcused.

1.4 Remote Participation

Councilmembers are encouraged to attend meetings in person as often as possible. In the event that you are not able to attend meetings in person remote attendance (visually and audibly) will be permitted. [The council may consider adding additional parameters]

1.45 Council Meeting Staffing:

The City Administrator, City Clerk, City Treasurer, City Engineer and City Attorney shall attend all meetings of the Council unless excused. The staff may make recommendations to the Council and may take part in the discussions of the Council, but shall have no vote. The City Attorney shall give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian.

Other City staff may be asked to attend if their expertise is required to answer questions or make a report on a specific agenda item.

1.56 Journal of Proceedings:

The City Clerk will keep an account of all proceedings of the Council, in accordance with statutory requirements, all proceedings will be either audio or video recorded and then written minutes will be prepared by the City Clerk, as the official record of the Council meeting. All Planning Commission and Civil Service Commission meetings will be audio recorded and written minutes shall be retained according to Washington State Record Retention schedules Committee meetings may be audio and written recorded and retained according to Washington State Record Retention schedules.

1.67 Right of Floor:

Any Councilmember desiring to speak shall be recognized by the Chair and shall confine his/her remarks to one subject under consideration or to be considered. Councilmembers may speak about the subject under consideration for a reasonable length of time.

1.78 Rule of Order:

Except as otherwise provided herein, *Robert's Rules of Order* shall be the guideline procedures for the proceedings of the Council.

1.89 Councilmember Seating:

A Councilmember's seat at the dais will be determined as follows or as mutually agreed upon by Council:

- (A) The Mayor shall sit in the center seat, and the Deputy Mayor shall sit to the Mayor's right.

2. Types of Meetings:

2.1 Regular Council Meetings:

The Council shall meet on the second, and last Wednesday of each month at 7:00 pm, at the Multipurpose Center (202 Washington Avenue South, or at another location the City Council may deem appropriate and noticed). The Council may reschedule regular meetings to a different date or time by a motion and majority vote of the Council. All meetings shall be open to the public.

2.1.1 Regular Study Sessions:

The Council shall hold, as regular meetings, study sessions at the Orting Multi-Purpose Center on the third Wednesday of each month, at 6:00 pm., unless otherwise noticed. Study sessions may be used by the city council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of city issues or city council business.

2.2 Special Meetings and Workshops:

Special meetings may be called by the Mayor or any three members of the Council in conformance with Chapter 35A.12 RCW. The City Clerk shall prepare a notice of the special meeting stating the time, place and business to be transacted. The City Clerk shall notify each member of the Council, as required by law, of the special meeting. The City Clerk shall give at least 24 hours' notice of the special meeting and post that notice to the City's website, to the News Tribune, and to the information box at City Hall and at the location of the City Council meeting. No subjects other than those specified in the notice shall be considered during the meeting. The Council may not make final disposition on any matter not mentioned in the notice. All special meetings shall be open to the public. The Council may meet informally in study sessions and workshops (open to the public), at the call of the Mayor or of any three of more members of the Council. Discussions and conclusions shall be informal and do not constitute official actions of the Council.

2.3 Council Committee Meetings:

There shall be three standing council committees: Public Works; Public Safety; and Community and Government Affairs. Committee assignments shall be made in accordance with Rule 3.9. There shall be two councilmembers on each committee, with one serving as Chairperson and one serving as Vice Chairperson. The Chairperson shall chair the Committee meeting. A Councilmember may attend a Council Committee meeting for a Committee to which he or she is not assigned, however the non-committee member attends the Committee meeting as an observer and the Chair or presiding officer of the Committee determines the extent of the Councilmember's participation in the meeting.

Council Committees shall establish a regular time, date location for their meetings, and the City Clerk will maintain a list of committee meeting times, dates and locations. All meetings shall be publicly noticed and open to the public.

Agenda items for Council Committee Meetings may be submitted by any of the following: (1) the Mayor; (2) the City Administrator or his or her designee; and (3) a Department Director, with consent of the City Administrator; and/or (4) a City Councilmember.

Unless otherwise stated in these rules, the Council Committee may make recommendations on agenda items to the Council for consideration at a study session. In the event of a dispute between the Chairperson and Vice Chairperson on a particular agenda item, where no consensus can be reached, both recommendations may be submitted to the full council to debate at a study session.

2.4 Emergency Meetings:

An emergency meeting is a Special Council meeting called without 24-hour notice. An emergency meeting deals with injury or damage to persons or property or the

likelihood of such injury or damage, when time requirements of a 24-hour notice is impractical and would likely increase such injury or damage. Emergency meetings may be called by the City Administrator or the Mayor or two Councilmembers. The minutes will indicate the reason for the emergency.

2.5 Executive Sessions:

An executive session is a Council meeting that is closed except to the Council, City Administrator and staff members and/or consultants authorized by the Mayor. The public is restricted from attendance and all matters discussed during an executive session are confidential. Executive sessions may be held during regular or special Council meetings or at separate meetings and will be announced by the Mayor. Executive session subjects are limited to considering matters authorized by state law, as set forth in RCW 42.30.110, including considering real property acquisition and sale, public bid contract performance, complaints against public officers and employees, pending litigation, public employment applications and public employee evaluation, and elective office appointments. Before convening in executive session the Mayor shall publicly announce the purpose for excluding the public from the meeting place, the time when the executive session will be concluded and the potential for action by Council when it reconvenes. Should the session require more time, a public announcement shall be made by the City Clerk, extending the meeting to a specific time. At the end of that time, if the discussion has not concluded, the meeting shall, by public announcement, again be extended to a specific time. If the Council wishes to adjourn at the close of a meeting from executive session, that fact will be announced along with the estimated time for the executive session.

2.6 Council Contact outside an Official Meeting:

Generally Councilmembers have the same freedoms of association as any other citizen. Councilmembers must take great care when present at the same social, unofficial functions, or in any public setting to refrain from engaging in any activity which could be interpreted as de facto deliberation or action on a matter of city business.

3. Chairs and Duties

3.1 Chair:

The Mayor shall preside as Chair at all meetings of the Council, except as otherwise stated in these rules. In the absence of the Mayor, the Deputy Mayor shall preside. In the absence of both the Mayor and Deputy Mayor, the Council shall elect a Chair for that meeting.

3.2 Call to Order:

The meetings of the Council shall be called to order by the Chair.

3.3 Preservation of Order:

The Chair shall preserve order and decorum; prevent attacks on personalities or the impugning of members' motives and confine members in debate to the question under discussion.

3.4 Points of Order:

The City Attorney who is the parliamentarian, shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be "Shall the decision of the parliamentarian be sustained?"

3.5 Questions to be stated:

The Chair shall state all motions submitted for a vote and announce the result. A roll call vote may be taken by the City Clerk on any question at the request of the Mayor or any member of the City Council.

3.6 Mayor – Powers:

The Mayor may not make or second motions, but may participate in debate to the extent that such debate does not interfere with chairing the meeting. If the Mayor wishes to participate vigorously in the debate of an issue, the Mayor shall turn over chairing of that portion of the meeting to the Deputy Mayor, or to another Councilmember if the Deputy Mayor is absent. The Mayor's voting rights and veto power are as specified in RCW 35A.12.100.

3.7 Duties:

The Mayor or designee shall:

- (A) Be the official spokesperson for the City.
- (B) Act as the official head of the City for all ceremonial purposes.
- (C) Sign contracts and other documents as appropriate on behalf of the Council.
- (D) Observe and enforce all policies and procedures adopted by the Council.
- (E) Act as presiding officer at all meetings of the Council.
- (F) Preserve order and decorum in the Council Chambers.
- (G) Recognize Councilmembers in the order in which they request the floor.
- (H) Endeavor to keep the discussion moving and within a reasonable timeframe.

- (I) Share information with Councilmembers on meetings, issues, etc., that the Mayor has received as part of his/her official status as Mayor.

3.8 Deputy Mayor – Powers:

- (A) In the event of the temporary disability or illness of the mayor the Deputy Mayor will assume the Mayor’s powers.

3.9 Deputy Mayor -- Duties:

- (A) Term of the Deputy Mayor shall be one year. (February 1st, to January 31st.)
- (B) Election of Deputy Mayor. At the first meeting of January, the Council shall elect a Deputy Mayor (DM) for a term of one year, beginning Febraury 1st, and ending the last day of January.
- (C) The election process shall be as follows:
 1. The Deputy Mayor shall serve as the Chair for the nomination process for the position of DM, unless they are a nominee in the process, at which time it will be turned over to the Mayor as Chair. The Chair will repeat each nomination until all nominations have been made. When it appears that no one else wishes to make any further nominations, the Chair will ask again for further nominations and if there are none, the Chair will declare the nominations closed. A motion to close the nominations is not necessary.
 2. No one Councilmember may nominate more than one person for a given office until every member wishing to nominate a candidate has an opportunity to do so. Second nominations will then be accepted.
 3. Nominations may be made by another Councilmember, or by self.
 4. Nominations may include brief supporting comments by the Councilmember.
 5. A Councilmember may withdraw their nomination from consideration.
 6. Nominations do not require a second.
 7. After nominations have been closed (see #2 above for second nominations), each nominee will have an opportunity to speak, either at their seat or at the podium. If the nominee chooses to speak, it may not be for longer than three minutes, with a fifteen second wrap-up period. Then voting for DM will precede:

- a. Voting will be according to alphabetic order, A-Z of nominations made. Any second vote will be by reverse order, Z-A; continuing to reverse as necessary for subsequent votes. This is done to be as fair as possible to all nominees.
- b. If there is **only one nominee** for the position, the Chair will open the floor for a motion and appointment.
- c. If there are **two nominees**, the following scenario will be followed:

Scenario #1: 2 Nominees, 7 standing councilmembers

- 1. Clerk does a roll call for Councilmembers on their preferred candidates
 - 2. Nominee A receives 3 votes
 - 3. Nominee B receives 4 votes
 - 4. Deputy Mayor is chosen (Nominee/Candidate B) by majority consensus, no further motion of appointment necessary.
- d. If there are **three or more nominees**, the following scenarios will be followed:

Scenario #1: 3 or more Nominees, 7 standing Councilmembers

- 1. Clerk does a roll call for Council-members on their preferred candidates
- 2. Nominee A gets 3 votes
- 3. Nominee B gets 2 votes
- 4. Nominee C gets 2 votes
- 5. Nominee A is chosen as Candidate A. Chair sets a second ballot for Nominees B & C to determine second candidate.
- 6. Clerk does a roll call for Councilmembers on their preferred candidate
- 7. Nominee B gets 3 votes
- 8. Nominee C gets 4 votes
- 9. Nominee C is chosen as Candidate B.
- 10. Clerk does a roll call for Councilmembers on the two final candidates
- 11. Candidate A gets 2 votes
- 12. Candidate B gets 5 votes
- 13. Deputy Mayor is chosen (Candidate B) by majority consensus, no further motion of appointment necessary.

Scenario #2: 3 or more Nominees, 7 standing Councilmembers

1. Clerk does a roll call for Councilmembers on their preferred candidates
2. Nominee A gets 3 votes
3. Nominee B gets 3 votes
4. Nominee C gets 1 vote
5. Chair need not set a second ballot as there is a top-two
6. Clerk does a roll call for Councilmembers on their preferred candidate from A & B
7. Candidate A gets 5 votes
8. Candidate B gets 2 votes
9. Deputy Mayor is chosen (Candidate A) by majority consensus, no further motion of appointment necessary.

Scenario #3: 3 or more Nominees, 7 standing Councilmembers

1. Clerk does a roll call for Councilmembers on their preferred candidates.
2. Nominee A gets 4 votes
3. Nominee B gets 2 votes
4. Nominee C gets 1 vote
5. Deputy Mayor is chosen (Nominee/Candidate A) by majority consensus, no further motion of appointment necessary.

8. The goals of this procedure are, above all: public transparency, consensus, respect, and fairness.

(D) When filling Council vacancies, see section 8.

(E) An appointment committee consisting of the Deputy Mayor, one (1) Councilmember, and the Mayor shall recommend assignments for the Council Committee Chair and Vice-Chair positions in accordance with the following procedure:

- a) The appointment committee shall provide recommendations for Council Committee assignments to the full Council for its approval no later than the first regular meeting in February.
- b) Each Council member shall be assigned to at least one (1) Council Committee, with the exception of the Deputy Mayor who shall chair the study session and shall not be assigned a role in a Council Committee.
- c) Chairperson selection shall be based on seniority, balance of experience, knowledge and interest prior to assignment.

- d) The appointment committee shall give weighted consideration for those working on long range project.

3.10 Councilmember - Powers:

Any Councilmember may bring forth an item, resolution or ordinance by submitting a timely request to the City Clerk for inclusion on a Council Committee's Agenda or Study Session Agenda. At the request of the Councilmember(s) sponsoring the proposed legislation, their name(s) shall appear on the agenda indicating such sponsorship.

3.11 Councilmember – Duties:

Councilmembers are individually responsible for gathering additional information on issues, calling staff with questions or requesting information to be included in Council Meeting Packets. Councilmembers who attend meetings of another jurisdiction or regional meetings should provide a report.

4. Order of Business and Agenda

4.1 Order of Business:

The order of business for all regular meetings shall be transacted as follows unless the Council, by a majority vote of the members present, suspends the rules and changes the order:

- 1. Call to Order:** The Mayor calls the meeting to order.
- 2. Pledge of Allegiance**
- 3. Roll Call:** The Mayor requests a roll call of Councilmembers and indicates whether an absent Councilmember has requested an excused absence. Excused absences will be handled as stated in Section 1.3 of this document. After roll call any additions or deletions to the agenda should be addressed.
- 4. Public Comments:** Members of the audience may comment on items relating to any matter not on the agenda. Comments are limited to three minutes, or for a person speaking on behalf of a group or organization, comments are limited to five minutes. No speaker may convey or donate his or her time for speaking to another speaker. Persons addressing the Council will be requested to step to the podium and give their name and address for the record.
- 5. Awards, Confirmations & Presentations:** The Mayor makes announcements of upcoming meetings and events. Other special presentations may also be scheduled at this time.
- 6. Public Hearings:** See Section 6.

7. **Consent Agenda:** The Consent Agenda contains items which are of a routine and non-controversial nature which may include, but are not limited to, the following: meeting minutes, payroll, and claims. Any item on the Consent Agenda may be removed and considered separately as an agenda item at the request of any Councilmember.
8. **Commission Reports & Committee Reports on Titles of Agenda Bills Moving To Study Session From Committee.**
9. **Old Business**
10. **New Business**
11. **Executive Session**
12. **Adjournment**

4.2 **Council Agenda:**

4.2.1 Regular Council Meetings. The Mayor, City Administrator and the City Clerk shall prepare the agenda for Council meetings. Subject to the Council's right to amend the agenda, no legislative item shall be voted upon which is not on the Council agenda, except in emergency situations (defined as situations which would jeopardize the public's health, safety or welfare). An item may be placed on a Council regular meeting agenda by any of the following:

- (A) The Deputy Mayor or a majority of the Council (after consideration of the item at a study session);
- (B) The Mayor
- (C) The City Administrator or a Department Director, with the approval of the City Administrator.

Agenda items shall be submitted in final form to the City Clerk no later than 12:00 pm on the Thursday prior to the meeting.

4.2.2 Regular Study Sessions. An item may be placed on a Council study session agenda by any of the following:

- (A) A Councilmember;
- (B) A Council Committee, per Rule 2.3;
- (B) The Mayor; or
- (D) The City Administrator, or a Department Director with the approval of the City Administrator.

Agenda items shall be submitted in final form to the City Clerk no later than 12:00pm on the Thursday prior to the meeting.

Items reviewed by Committee will be scheduled for Council review at a study session, per committee recommendation (see Rule 2.3). Committee Chairs will notify the City Clerk of any upcoming Council agenda items or hearings, so that proper notification may be made.

An item may be delayed if the Mayor and/or City Administrator know it is of particular importance to an absent Councilmember.

4.3 Ordinances:

Ordinances are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after publication in the City's official newspaper. Ordinances may be passed under any of the agenda sections.

The City Clerk shall assign a permanent ordinance number prior to placing the ordinance on the agenda. The City Attorney shall review the ordinance prior to placing it before the City Council for their consideration.

Upon enactment of the ordinance, the City Clerk shall obtain the signature of the City Attorney and the Mayor. The City Clerk is responsible for notifying Sterling Publisher of new ordinances, so that they will be codified, and Ordinance titles or summaries shall be published in the official newspaper as a legal publication in the first publication following enactment.

4.4 Resolutions:

Resolutions are adopted to express Council policy or to direct certain types of administrative action by the Mayor. A resolution may be changed by adoption of a subsequent resolution. Resolutions may be passed under any of the agenda sections.

The City Clerk shall assign a permanent resolution number prior to placing the resolution on the agenda. The City Attorney shall review the resolution prior to placing it before the City Council for their consideration.

Upon enactment of the resolution, the City Clerk shall obtain the signature of the City Attorney and the Mayor. After the Mayor's signature, the City Clerk shall sign the resolution.

4.5 Council Packets:

Agendas and packets will be provided to the City Council by 5 pm the Friday prior to the meeting. The City Clerk will post the Agenda Packet on the City's Website.

Agendas and packet materials will be available at the Council meeting and may be requested at City Hall from the City Clerk by the public.

4.6 Council Confirmation of Mayoral Appointments:

In addition to select Councilmember participation in any Mayoral-defined hiring process, the Council will, per Ordinance 961, confirm the appointment of certain mayoral appointments prior to final hiring actions.

Currently the appointment of the City Administrator, City Treasurer, City Clerk, Police Chief, City Attorney, Public Works Director, Building Inspector/Official, and Parks and Recreation Director are subject to Council confirmation. The confirmation of the Municipal Judge is provided pursuant to OMC Chapter 1-10.

The confirmation process, if circumstances allow, should be scheduled for televised meetings. These meetings should be broadly advertised via the official publication, reader boards, City website, social media pages, etc. to allow maximum public notification. The Mayor may request a Special Meeting if pressing and extenuating hiring circumstances exist.

The confirmation process is as follows:

- (A) Prior to the meeting, the Council will be provided a copy of the Employment Application and/or resume (with personal information redacted) for review in the Council Packet. Staff may provide other pertinent information as appropriate.
- (B) During the Confirmation agenda item of the Council meeting the:
 - 1. Mayor or City Administrator will introduce the nominated applicant and briefly recap the process that resulted in the nominee being selected for the position,
 - 2. The applicant (if available to attend) will provide a brief background and description of their qualifications to the Council.
 - 3. Council will have a question and answer opportunity with the applicant and/or staff to last up to 30 minutes (time may be extended upon majority Council consent), and
 - 4. Public Testimony will be taken with each speaker given a maximum of three minutes to provide comments. All comments must be directed toward the Chair and limited to the confirmation discussion. Two-way discussions are discouraged.
- (C) An executive session in accordance with RCW 42.30.110(g) may be requested by any Councilmember to “evaluate the qualifications of an

applicant for public employment or to review the performance of a public employee” if questions or concerns arise that should not be discussed in a public forum. Final actions must take place in an open meeting.

- (D) After the question and answer session, upon resumption of the regular meeting after an Executive Session (if requested), and upon a motion, the Council will vote to confirm the hire/ nomination on a simple majority vote of the present Council quorum.

5. Consensus, Motions and Decorum

5.1 Consensus Votes:

When a formal motion is not required on a Council action or opinion, a consensus voice vote may be taken. The Chair will state the action or opinion. The Council as a group will indicate concurrence or non-concurrence. When the Council concurs or agrees to an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion.

5.2 Motions:

- (A) **Making a Motion.** Motions shall be clear and concise and not include arguments for or against the motion within the motion. No motion shall be entertained or debated until duly seconded and announced by the Chair. A motion that does not receive a second dies. After a motion and second, the Mayor will indicate the names of the Councilmembers making the motion and second. After a motion has been made and seconded, the Councilmember making the motion may speak to the motion and then the Council may discuss their opinions on the issue prior to the vote. Motions that do not need a second include nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order.
- (B) **Audience Comment.** Audience comment on a motion may be taken after the briefing on the motion occurs and before the motion is voted on by the Council.
- (C) **Restatement of Motions.** The City Council votes on motion as restated by the Chair if the motion is amended.
- (D) **Votes on Motions.** Each member present shall vote on all questions put to the Council except on matters in which he or she has a conflict of interest. If a conflict of interest exists, such member shall disqualify himself or herself prior to any discussion of the matter. If a majority of Council arrives at a consensus to put up an issue for vote and a Councilmember is not there when the vote takes place, the Councilmember cannot bring the item back.

- (E) Failure to Vote on a Motion.** Any Councilmember present who fails to vote without a valid disqualification shall be declared to have voted in the affirmative on the question.
- (F) Unanimous Vote.** If the vote is unanimous, the Mayor shall state that the motion has passed unanimously according to the number of Councilmembers present such as “7-0” or “6-0”.
- (G) Roll Call Vote.** If a vote is not unanimous, and the Mayor or a Councilmember requests it, each Councilmember shall state his/her vote and the City Clerk shall record it. The City Clerk then restates the outcome of the vote. For example, the outcome may be restated as, “Councilmembers A, B, C and D vote ‘yes’. Councilmembers E, F and G vote ‘no’. The vote is 4-3 to adopt Ordinance No_____. The motion carries.”
- (H) Tie Vote.** A motion that receives a tie vote is deemed to have failed.
- (I) Topic Closed.** Once a vote on a motion has been taken, the topic of motion is closed for the remainder of that meeting.
- (J) Withdrawal of Motion.** A motion may be withdrawn by the maker of the motion at any time before a vote is taken without the consent of the Council. If the motion had received a second, the Councilmember making the second must also agree to withdraw or the motion remains on the table for discussion, debate and disposition.
- (K) Motions to Reconsider.** A motion to reconsider must be made by a person who voted with the majority on the principal question and must be made at the same or succeeding regular meeting. No motion to reconsider an adopted quasi-judicial written decision shall be entertained after the close of the meeting at which the written findings were adopted.
- (L) Motion to Lay on the Table.** A motion to table shall preclude all amendments or debates of the issue under consideration. It requires a second, is not debatable, is not amendable, and requires a majority vote. The purpose of the motion to lay on the table is to temporarily set aside the motion in order to conduct other more urgent business. A motion not taken from the table by the close of that meeting or the next regular meeting dies on the table. If the motion to table prevails, the matter may be “taken from the table” by motion which requires a second, is not debatable and requires a majority vote. When a motion is taken from the table, everything is in the same condition as it was when laid on the table, including any amendments to the original motion that received an affirmative vote prior to the motion to table.
- (M) Motion to Postpone to Date Certain.** A motion to postpone to a time certain requires a second, is debatable, is amendable, requires a majority

vote and may be reconsidered at the same meeting. The original motion being postponed must be considered at a time certain at a future regular or special Council meeting.

- (N) Motion to Postpone Indefinitely.** A motion to postpone indefinitely requires a second, is debatable, is not amendable, and takes precedence over the main motion and requires a majority vote. This motion assists in disposing of the main motion. Its purpose is to reject a main motion without a vote on the main motion. Postponed indefinitely is an indirect or polite motion by which a main motion may be disposed of.
- (O) Motion to Call for the Question.** A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds (2/3) vote. Debate is reopened if the motion fails.
- (P) Motion to Amend.** A motion to amend is defined as amending a motion that is on the floor and has been seconded by inserting or adding, striking out, striking out and inserting, or substituting. Motions that cannot be amended include a motion to adjourn, to amend the agenda order, lay on the table, for a roll call vote, for a point of order, for reconsideration and take from the table. Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- (Q) Interpretation.** The City Attorney shall decide all questions of interpretations of these rules and other questions of a parliamentary nature that may arise at a Council meeting.
- (R) Order of Precedence.** All cases not provided for in these rules shall be governed by the most current version of Robert's Rules of Order Newly Revised. In the event of a conflict between Robert's Rules of Order and these Council rules, these Council rules shall prevail.

5.3 Council Relations with City Staff:

The following guidelines should be adhered to:

- (A)** There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities.
- (B)** City staff shall acknowledge the Council as policy makers, and the Councilmembers shall acknowledge the City staff as administering the Council's policies.

- (C) Councilmembers with particular interest in an item or topic should be given a courtesy call if that item is rescheduled.
- (D) Councilmembers shall not attempt to direct City staff in performing their regular daily functions.
- (E) No Councilmember shall direct the City staff to initiate any action or prepare any report, or initiate any project or study without the consent of the Mayor. New initiatives having policy implementation shall be directed to a Council Committee for consideration.
- (F) Individual requests for information can be made directly to any staff member. If the request would create a change in work assignments or City staffing levels, the request must be made through the Mayor or City Administrator.
- (G) To provide staff the necessary preparation time, Councilmembers will provide staff advance notice of any questions or concerns they may have regarding an agenda item prior to a public meeting, if possible.

5.4 Council Representation to any Media and other Organizations:

Councilmembers shall use the following guidelines when speaking with the media:

- (A) If a Councilmember appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Councilmember shall state the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position.
- (B) Councilmembers need to have other Councilmembers' concurrence before representing: (1) another Councilmember's view or position, or (2) the majority of Council's view or position with the media, another governmental agency or community organization.
- (C) As a matter of courtesy, letters to the editor, interviews or other communication by a Councilmember of a controversial nature, which do not express the majority opinion of the Council, should be presented to the full Council and Mayor prior to publication so that the Councilmembers may be made aware of the pending publication.

6. Public Hearing Procedures

6.1 Definition of Public Hearing:

There are two types of public hearings: legislative and quasi-judicial. Legislative hearings focus on broad policy with general application. Quasi-judicial hearings focus on the rights of specific parties and decisions must be based on a formal record. The Mayor will state the public hearing procedures before each public hearing, staff and/or consultants will introduce the topic. Citizens may comment on public hearing items.

6.2 Speaker Sign-In:

Prior to the start of a public hearing the Mayor may require that all persons wishing to be heard sign in with the City Clerk, giving their name and whether they wish to speak as a proponent, opponent or from a neutral position. Any person who fails to sign in shall not be permitted to speak until all those who signed in have given their testimony. The Mayor will establish time limits and otherwise control presentations. (The speaking time limit is three minutes per speaker or five minutes when presenting the official position of an organization or group). The Chair may change the order of speakers so that testimony is heard in the most logical groupings (i.e. proponents, opponents, adjacent owners, etc.).

6.3 Conflict of Interest/Appearance of Fairness:

Prior to the start of a public hearing, the Chair will ask if any Councilmember has or may have an interest or may have engaged in an ex-parte communication which could, pursuant to Ch. 42.23 RCW or Ch. 42.36 RCW, prohibit or disqualify the Councilmember from participating in the public hearing process.

A Councilmember who refuses to step down after challenge and the advice of the City Attorney, a ruling by the Mayor or Chair and/or a request by the majority of the remaining members of the Council to step down, is subject to censure. The Councilmember who has stepped down shall not participate in the Council decision nor vote on the matter. The Councilmember shall leave the Council Chambers while the matter is under consideration, provided, however, that nothing herein shall be interpreted to prohibit a Councilmember from stepping down in order to participate in a hearing in which the Councilmember has a direct financial or other personal interest. The appearance of fairness doctrine applies only during quasi-judicial hearings. The conflict of interest provisions, however, apply anytime there will be a vote by the council on a contract. Normally, an announcement would not be required for a vote in which a conflict would occur and it is up to the elected official to bring up the conflict. The City Attorney may prompt the Councilmember to remove him or herself or not participate in the vote. However, if there is a conflict, this must be announced on the record before the vote. The Councilmember is not required to leave during the vote or discussion, but may not participate in the vote.

6.4 The Public Hearing Process:

The Chair introduces the agenda item, opens the public hearing and announces the following Rules of Order intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his/her right to free speech.

- (A) All comments by proponents, opponents or other members of the public shall be made from the podium; individuals making comments shall first give their name and address.
- (B) No comments shall be made from any other location, unless is it is impractical to make comment from the podium. Anyone making “out of order” comments shall be subject to removal from the meeting. If a citizen is disabled and requires accommodation, the citizen is required to advise the City Clerk.
- (C) There will be no demonstrations during or at the conclusion of a public hearing.
- (D) The order for a public hearing shall be as follows:
 - 1. The Chair calls upon City Staff to describe the matter under consideration.
 - 2. The Chair calls upon proponents, opponents and all other individuals who wish to speak regarding the matter under consideration.
 - 3. The Chair inquires as to whether any Council-member has questions to ask the proponents, opponents, speakers or staff. If any Council-member has questions, the appropriate individual will be recalled to the podium.
 - 4. The Chair continues the public hearing to a specific time or closes the public hearing.

7. Duties and Privileges of Media and Citizens

7.1 Media Representation:

Seating space shall be provided for the media at each public meeting. The media shall also be provided with a packet containing the background information provided to the Council.

7.2 Meeting Participation:

Citizens are welcome at and encouraged to attend all Council meetings. Recognition of a speaker by the Chair is a prerequisite and necessary for an orderly and effective meeting, be the speaker a citizen, Councilmember or staff member. Further, it will be expected that all speakers will deliver their comments in a courteous and efficient manner and will speak only to the specific subject under consideration. Anyone making out-of-order comments or acting in an unruly manner shall be subject to removal from the meeting. Cell phones will be silenced and not used for phone calls during council meetings.

7.3 Subjects Not on the Current Agenda:

Under agenda item "Comments from Citizens" citizens may address any item not already on the agenda. They shall first obtain recognition by the Chair, stand at the podium, state their name, address and subject of their comments. The Chair shall then allow the comments, subject to a three-minute limitation per speaker and five-minute limitation per speaker representing a group or organization, or other limitations as the Chair may deem necessary. Following such comments, if action is required or has been requested, the Chair may place the matter on the current agenda or a future agenda or refer the matter to staff or a Council committee for action or investigation and report at a future meeting.

7.4 Public Comments and Suggestions to Council:

When citizen comments or suggestions unrelated to the agenda are brought before the City Council, the Chair shall first determine whether the issue is legislative or administrative in nature and then:

- (A) If the issue is legislative, and comments on the letter or intent of a legislative act or is a suggestion for changes to such an act, and if any Councilmember suggests a change to an ordinance or resolution of the City, the Council may refer the matter to a committee, City Administration, City Attorney or the Council as a whole for study and recommendation.
- (B) If the issue is administrative and comments on administrative staff performance, administrative execution of legislative policy or administrative policy within the authority of the City Administrator, the Chair should then refer the complaint directly to the City Administrator for his/her review if the complaint has not yet been reviewed. The City Council may direct that the City Administrator report to the Council his/her response and resolution.

7.5 Personal and Slanderous Remarks:

Any person making personal, offensive, impertinent or slanderous remarks or who shall become boisterous while addressing the Council may be requested to leave the

meeting and may be barred from further audience participation before the Council during that Council meeting by the Mayor.

Any councilmember making personal, offensive, impertinent or slanderous remarks to a member of the audience, city staff member or another councilmember will be asked to refrain. If the remarks continue he/she may be asked to leave the meeting.

7.6 Written Communications:

Interested parties, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council had control at any time. The written communication may be submitted by direct mail, e-mail, text message or by addressing the communication to the City Clerk who will distribute copies to the Mayor and Councilmembers. The communication will be entered into the record without the necessity for reading as long as sufficient copies are available to members of the audience/public.

7.7 Video Recording of Public Meetings:

All public meetings of the City of Orting, including but not limited to regular and special meetings of the City Council, committee meetings and commission and board meetings may be recorded by members of the public, including members of the media. The City reserves its right to place restrictions on the location of all recording equipment, so as to ensure the recording equipment does not pose a safety hazard, and that the recording does not hinder the public's attendance or disrupt the decorum of the meeting. Failure to comply with the City's request to move recording equipment may result in expulsion from the meeting.

In order to preserve the decorum of the regular and special meetings of the City Council, all recording equipment shall be placed south of the kitchen door at the Multipurpose Center, in a location that does not pose a safety hazard or otherwise interfere with the public's access to attend and view the meeting.

At Committee meetings located at the Public Safety Building, all recording equipment shall be placed at the end of the first row on the west side of the meeting space in a location that does not pose a safety hazard or otherwise interfere with the public's access to attend and view the meeting, and shall be placed at the northwest corner of the room at the Multipurpose Center Conference Room. The Committee Chair (or his or her designee) may proscribe an alternative location for placement of recording equipment, so long as the location does not pose a safety hazard, does not hinder the public's attendance and does not disrupt the decorum of the meeting.

8. Filling Council Vacancies and Selecting Deputy Mayor

8.1 Notice of Vacancy:

If a Council vacancy occurs, the Deputy Mayor will take the lead with the assistance of two councilmembers and guide the Council through the procedures as outlined in RCW 42.12.070. In order to fill the vacancy with the most qualified person available, until an election is held, the Council will widely distribute and publish a notice of the vacancy, procedure, deadline for applying for the position and the date of the interview.

8.2 Application Procedure:

Each applicant will submit a written request to the City Clerk prior to the posted deadline.

8.3 Interview Process:

All candidates who submit an application by the deadline will be interviewed by the Council during a regular or special Council meeting. The order of the interviews will be determined by a drawing of names. Applicants will be asked to answer questions posed by each Councilmember during the interview process. Each candidate will be allowed two minutes for opening and closing comments. Candidates may not make comments or responses about other applicants.

8.4 Selection of Councilmember:

The Council may recess into executive session to discuss the qualifications of all candidates. Nominations via a motion, voting and selection of a person to fill the vacancy will be conducted during an open public meeting. If no motion is made, none of the candidates shall be selected.

The City Clerk will prepare the Oath of Office and the Mayor, The City Administrator or the City Clerk may swear in any newly-appointed Councilmember. The new Councilmember will immediately take his/her seat with the Council.

8.5 Selecting Deputy Mayor:

The Deputy Mayor will be selected by a majority of the Councilmembers annually at the first Council meeting in January.

9. Committees and Commissions

9.1 Citizen Committees, Boards and Commissions:

The Council will create committees and commissions to assist in the conduct and operation of city government with such duties as are consistent with the Orting Municipal Code.

9.2 Types of Committees:

There shall be four types of committees in the City of Orting.

- (A) Standing Committees. Such committees will be established to conduct business by the Deputy Mayor plus one council member and the mayor when delegated to the legislative body and approved by the council.
- (B) Ad Hoc Committees. Such Council Advisory Committees are to investigate a specific subject and report back to the City Council. Such a group may be chaired by a council-member. Typically such a Committee would focus on a policy issue or legislative matter.
- (C) Citizen Advisory Commissions. Such groups are formed to promote citizen participation on a particular subject and provide guidance on community views on a subject to the Council, for example Parks and Planning Commissions.
- (D) Mayor's Committee. Such Committees are formed to investigate a specific operational issue and report back to the Mayor and City Council. It may be chaired by a councilmember or the Mayor.

9.3 Membership and Selection:

Membership and selection of members shall be as provided by the Mayor or designee and confirmed by the Council. Any committee or commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the Council. Committees so appointed shall have advisory powers to the Council except as otherwise specified in the Orting Municipal Code (OMC).

9.4 Committee Meetings:

Committees shall establish a regular time, date location for their meetings. The City Clerk will maintain a list of committee meeting times, dates and locations. Committees may make recommendations for action to the Council as a whole. Councilmembers who do not serve on a committee with questions or concerns about an agenda item, are responsible to contact staff or a committee member prior to the meeting to express their concern or need for additional information.

9.5 Committee Records:

Draft summaries of each meeting will be prepared by a committee member or the staff assigned to the committee by the City Administrator and distributed to each Councilmember. Verbal reports may be given at Regular and Special Council meetings as requested by a committee member, the committee chair, the Mayor or any member of the Council.

9.6 Open Public Meetings Act:

The City Council Committees shall comply with the state's "Open Public Meetings Act."

9.7 Removal of Members of Boards and Commissions:

The Mayor may remove any member of any commission based upon the following criteria.

- (1) Parks Advisory Board: Three consecutive unexcused absences will result in automatic removal. (OMC 2-5-2)
- (2) Planning Commission: The mayor may remove after a public hearing and with approval by the council. (OMC 2-1-3)
- (3) Civil Service Commission: Any member of the commission may be removed from office for incompetency, incompatibility or dereliction of duty, or malfeasance in office, or other good cause. (RCW 41.12.030)

10. Public Records

10.1 Public Records:

Records created or received by the Mayor or any Councilmember should be transferred to the City Clerk for retention by the City in accordance with the Public Records Act, Chapter 42.56 RCW. Public records that are duplicates of those received by, or in the possession of the city, are not required to be retained. Questions about whether or not a document is a public record or if it is required to be retained; should be referred to the City Attorney.

10.2 Electronic Mail:

Electronic communications that do not relate to the functional responsibility of the recipient or sender as a public official, such as meeting notices, reminders, telephone messages and informal notes, do not constitute a public record. All other messages that relate to the functional responsibility of the recipient or sender as a public official constitute public records.

10.3 Open Public Meetings Act Regarding Electronic Mail:

E-mails between elected officials of a governing body can implicate the Open Public Meetings Act. If discussing city business with a fellow Councilmember via e-mail, it can constitute a meeting and all the requirements for a public meeting would have to be met or a violation of the Act could occur.

11. Council Travel Policy

11.1 Applications:

The provisions of Chapter 42.24 RCW and the Budgeting, Accounting, and Reporting Systems (BARS) manual prescribed by the Washington State Auditor's Office apply. The City of Orting reimburses its elected or appointed officials for reasonable travel, subsistence and related expenses incurred conducting City business provided the expenses are prudent and directly related to the individual's service on behalf of the City.

11.2 Administration:

The City Treasure administers the travel and expense reimbursement program, designs and distributes forms and instruction and carries responsibility for review of claims. Claims will not be allowed without a detailed account of monies spent certified by the individual making the claim as required by the Division of Municipal Corporations in the Office of the State Auditor.

11.3 Documentation:

Claims for personal reimbursement must be made on official forms, be accompanied by the vendor's original receipt or bankcard charge slip showing the date, vendor imprinted name, amount paid and the items/services received, and must be certified correct and signed by the individual seeking reimbursement.

In addition to the documentation above, claims for business related meals require the following documentation:

- (A) The names of the individuals participating.
- (B) Their official title or capacity as it relates to city business.
- (C) The nature of the topics discussed, nature of the occasion, what public purpose or policy was being served (and/or copy of agenda).

11.4 Council Retreats/Executive Team Retreats:

The reasonable cost of necessary food and beverages while conducting a City retreat is authorized for reimbursement.

11.5 Service Awards Ceremonies:

Expenditures for reasonable refreshments served and awards given are eligible for reimbursement.

11.6. Transportation Expenses:

Public officials are to exercise prudent judgment in incurring travel expenses on official City business. Excessive or unnecessary expenses will not be reimbursed or paid for by the City.

Authorization of travel is to be exercised through the use of the current budget. Reasonable transportation expenses for approved travel will be reimbursed. The most direct and cost effective mode of transportation will be the basis for the reimbursement. Out-of-state travel must be approved by the City Council. In-state travel means travel within the state of Washington. In special or unusual circumstances, arrangements will be made to accommodate unique transportation requirements.

11.7 Meals:

Based on recommendations from the State Auditor's Office, the City uses the following guidelines in determining the use of public funds for expenditures for food and beverages:

- (A) Name of the consumer.
- (B) Nature of the occasion for the consumption.
- (C) Public purpose or policy objective was served.
- (D) The expenses are consistent with the policy authorizing reimbursement.

11.8 Local Business Meals:

Meals (including snacks) between City public officials/employees will not normally be reimbursed. It is expected that City business between City public officials/employees can, for the most part, be conducted on City premises during normal work hours.

11.9 Meetings through Mealtimes:

The City recognizes that there are occasions when it may be necessary for a group of public officials and/or employees to work through a meal in order to meet a deadline or to keep a group convened in order to accomplish the task. To be considered for reimbursement as a working meal, the meeting must span over a three-hour period, which includes the group's normal mealtime.

11.10 Business Meals between City Employees and Non-City Employees:

The practice of the City providing meals to non-city employees is discouraged. However, for directors and above, the City recognizes that there are situations where non-city employees provide an unpaid service to the City during a mealtime. The costs of meals while conducting City business with persons other than City employees either locally or out of town are authorized for reimbursement subject to the limitations described in this document.

11.11 Meals While On Authorized Travel Status:

Per Diem shall be used for meals while out of town on city business. Out of town means the one-way travel distance is greater than 40 miles from the city and overnight stay is required. Per Diem for meals shall be at the rate in effect at the time of travel for the specific area or locality. The maximum allowable rate shall be those in effect by the State of Washington, Office of Financial Management.

11.12 Non-Reimbursable Expenditures:

Unauthorized expenditures include, but are not limited to, liquor, expenses of spouse, guests or other persons not authorized to receive reimbursement under this policy or state regulations. Situations not specifically addressed above will be reviewed by the City Administrator for propriety.

11.13 Lodging:

Hotel/motel accommodations for public officials/ employees attending out-of-town functions on city business are acceptable. Lodging expenses shall be reimbursed at actual costs, as evidenced by a receipt, up to the specific daily maximum allowable lodging rate in effect at the time of travel for the specific area or locality. The maximum allowable lodging rates shall be those in effect by the State of Washington, Office of Financial Management.

The cost of accommodations should be requested by purchase order and billed directly to the City by the vendor whenever possible. If advance payment is required, a purchase order will be prepared and the lodging registration will serve as supporting documentation for the claims check issued to the vendor. A vendor's receipt for these expenditures is required in all cases. In some situations, the maximum allowable lodging amount may not be adequate and the City Administrator may approve payment of lodging not to exceed 150% of the applicable maximum per diem amount.

11.14 Non-Allowable Expenses:

Certain travel expenses are considered personal and not essential to the transaction of official city business and therefore not reimbursable. Such non-reimbursable expenses include, but are not limited to: Baggage checking, valet services, laundry

services, entertainment expenses, radio or television rental, transportation to or from places of entertainment, costs of personal trip insurance, medical and hospital services, personal toiletry articles, barber or hairdresser, personal postage or reading materials, expenses of a spouse or other family member, mileage allowance for commuting to regular, special, and committee meetings of the City Council, expenses on a personal car, meal expenses for formal meetings of City Council committees, fines for violation of motor vehicle laws.

12. Suspension and Amendment of These Rules

12.1 Suspension of These Rules:

Any provision of these rules not governed by state law or the Orting Municipal Code may be temporarily suspended by a vote of a majority of the Council.

12.2 Amendment of These Rules:

These rules may be amended or new rules adopted by a majority vote of all members of the Council, provided that the proposed amendments or new rules shall have been introduced into the record at a prior Council meeting.

12.3 Conflict:

In the event of a conflict between the City Council Rules of Procedure and other rules adopted by resolution of the Council, these City Council Rules of Procedure shall prevail to the extent of the conflict. In the event of a conflict between these City Council Rules and state law, state law shall prevail to the extent of the conflict.



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Parking Strip Regulations – Ord. 2022-1091	AB22-16	CGA		
		10.7.2021 1.6.2022, 3.2.2022	10.20.2021	10.27.2021
	Department:	Administration		
	Date Submitted:	9.20.2021		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Scott Larson			
Fiscal Note: None				
Attachments: Ordinance 2022-1091				
SUMMARY STATEMENT:				
<p>The city has received concerns from citizens related to the maintenance of parking strips for activities other than parking, specifically property owners who are landscaping their parking strips. Based on this feedback staff have prepared an Ordinance for Council to consider how parking strips are used within the city.</p>				
RECOMMENDED ACTION: <u>MOTION:</u>				
<p>To approve ordinance 2022-1091, an Ordinance of the City of Orting, Washington, relating to parking strips; amending Orting Municipal Code section 8-4-2; providing for severability; and establishing an effective date.</p>				

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2022-1092**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, RELATING TO THE PARK IMPACT FEE;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE**

WHEREAS, the City of Orting is authorized under RCW 35A.11.020, 35A.63.100(2) and RCW 19.27.040 to require licenses for the conduct of business, permits for the construction of structures and improvements, and to impose fees to recoup the costs of processing and/or providing services; and

WHEREAS, the Orting Municipal Code (OMC), at various places, establishes the bases for the assessment and/or collection of such license, permit fees and service charges; and

WHEREAS, the City Council adopted Resolution 2021-14 adopting an amended fee schedule which included an updated park impact fee; and

WHEREAS, the City Council adopted the 2022 update of the Parks, Trails and Open Space plan which included the updated park impact fee;

WHEREAS, the City Council has determined that the proposed regulations are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens of the City;

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

Section 1. Recitals. The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusion of Law of the City Council. The City Council bases its findings and conclusions on the entire record of testimony and exhibits.

Section 2. OMC Section 15-6-7 Amended. Orting Municipal Code Section 15-6-7-B is hereby amended as follows:

PARKS LAND DEDICATION FORMULA, TABLE 15-6-2

Park land area per household: ~~9 X 43,560/400 = 980 square feet/HH (rounded)~~ 8*43,560/322.58 = 1,080 square feet/ household (rounded)

Given the following variables:

- a) Comprehensive plan park land-to-population ratio = ~~nine-eight (98)~~ nine-eight (98) acres per thousand (1,000)

- b) Average household size = ~~two and one-half~~ three and one-tenth (2.53.1) persons per household
 - c) Households per thousand (1,000) = 1,000/2.53.1 = 400322.58
3. The fee value of land to be dedicated may be determined by either of the following methods:
 - a. The applicant may provide a fair market appraisal of the improved property value. The appraisal shall be prepared by a member of the Appraisal Institute (MAI).
 - b. The city may calculate the average improved land value using Pierce County assessor's data for all new dwelling units constructed in the previous calendar year.
 4. Park impact fee (PIF) assessments in lieu of land dedication shall be collected based on table 15-6-3 of this section and specified by city council resolution:

**TABLE 15-6-3
PARKS IMPACT FEE FORMULA**

Given the following variables:

- A = Adjustment in accordance with Revised Code of Washington 82.02.050 and 060 to provide a balance between impact fees and other sources of public funds to meet capital facilities needs. For park improvements this adjustment is fifty (50) percent, so that A = 0.5.
- HS = Average household size of ~~two and one-half~~ three and one-tenth (2.53.1) persons.
- PLOS = Adopted park land level of service standard of ~~nine-eight~~ (98) acres per thousand (1,000) population.
- PLR = Proportionate land requirement per new household of two-one-hundredths (0.0248) acre calculated as PLOS ÷ 1,000 x HS.
- PV = Park land value of ten thousand dollars (~~\$10,000~~15,000) per acre and park improvement value of seventy thousand dollars (~~\$70,000~~104,000).
- TLOS = Adopted trails level of service standard of one-~~fourth~~ mile per thousand (1,000) population.
- TV = Trails land and improvement value of thirty thousand dollars (~~\$30,000~~44,000) per mile.
- PTR = Proportionate trail requirement per new household of two-one-thousandths (0.~~002000~~00775) calculated as TLOS ÷ 1,000 x HS.

Therefore: PIF = A x [PLR x PV + PTR x TV]
 PIF = 0.5 x [0.0248 x \$~~80,000~~119,000 + 0.~~002-000~~775 x \$~~30,000~~44,000] = \$~~830~~
1,492 per new household (unless amended by city council resolution)

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Codification. The City Council authorizes the City Clerk to correct any non-substantive errors herein, codify the above, and publish the amended code.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ___ DAY OF ____ 2022.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

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

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:

**INTERLOCAL COOPERATIVE AGREEMENT - ICA16020
BETWEEN
WASHINGTON STATE
ADMINISTRATIVE OFFICE OF THE COURTS
AND
ORTING MUNICIPAL COURT**

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (AOC), and the Orting Municipal Court (Court).

IT IS THE PURPOSE OF THIS AGREEMENT is for AOC to provide the Court a high speed internet connection to connect the Court to the JIS Network and to the Internet.

THEREFORE, IT IS MUTUALLY AGREED THAT:

The Court is required to comply with applicable statutes and court rules regarding use of state resources. Court staff is not to use the connection for personal purposes, except that minimal use is permitted if each of the following conditions is met:

- There is no cost to AOC;
- Any use is brief in duration, occurs infrequently, and is the most effective use of time or resources;
- The use does not interfere with the performance of the user's official duties;
- The use does not disrupt or distract from the conduct of state business due to volume or frequency;
- The use does not disrupt other state employees and does not obligate them to make a personal use of state resources;
- The use does not compromise the security or integrity of state property, information, or software;
- The use does not compromise the security or integrity of the AOC.

Court shall avoid activities that degrade or impair AOC computer system performance.

Court shall purchase, install, and maintain virus protection software.

Use of video and audio streaming applications are prohibited except as clearly required in the performance of job duties. AOC retains the right to define or restrict such activities.

The traffic on the circuit will be periodically monitored, and any violations of state ethics laws will be reported.

The connection from the Court to the Internet is NOT inside the AOC firewall. It is the responsibility of the Court to implement a firewall if AOC determines it to be necessary.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is October 1, 2012 regardless of the date of execution and shall continue until terminated.

PAYMENT

This Agreement requires no compensation or reimbursement.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after date of creation and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

INDEPENDENT CAPACITY

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 and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

COUNTERPARTS

Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party. The parties agree that a fully executed facsimile or scanned copy of this document shall be given full effect as if an original.

TERMINATION

This Agreement may be terminated immediately without notice by either party.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, applicable statutes, regulations, and court rules to make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. This agreement.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

CONTRACT MANAGEMENT

The following individuals shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Administrative Office of the Courts	Orting Municipal Court
Dennis Longnecker PO Box 41170 Olympia, WA 98504-1170 Dennis.Longnecker@courts.wa.gov (360) 705-5291	Kaaren Woods 401 Washington Ave South Orting, WA 98360-0489 kwoods@cityoforting.org (360) 893-3160

APPROVED

Administrative Office of the Courts

Orting Municipal Court

John E Bell 6/25/15
 Signature Date

Kaaren Woods 6-24-15
 Signature Date

John Bell
 Name

Kaaren Woods
 Name

Contracts Manager, AOC
 Title

Administrator
 Title

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Orting Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Orting Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for traffic safety grant project **2021-HVE-4094-Region 5 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region 5 to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2021-HVE-4094-Region 5 Target Zero Task Force** was awarded to the **Region 5** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2020, and remain in effect until September 30, 2021, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

SCOPE OF WORK:

Note: This statement of work applies only to High Visibility Emphasis patrols (HVE) for traffic safety areas which your region has received HVE funding.

GOAL: To prevent traffic crashes to reduce traffic related deaths and serious injuries through increased enforcement.

STRATEGY: Prevent drivers from engaging in high risk behaviors by increasing their perception of the risk of receiving a citation through high visibility enforcement campaigns (HVE). HVE Campaigns influence driver behavior by creating the perception that there is an increased risk of engaging in risky driving behaviors. This perception is achieved through 1) an increase in media messages about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) during the patrols drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence (officers pulling cars over) that reinforces the media messages they received and influences them to modify their driving behavior.

OBJECTIVES: Research and experience has shown that the strategy is only effective if all partners that engage in HVE adhere to these requirements. The SUB-RECIPIENT agrees to follow all seven of these requirements.

1. Implement the mobilization plan developed by the local traffic safety task force for each HVE event that includes:
 - a. Problem Statement
 - b. Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations so that the HVE has the greatest chance of preventing traffic crashes.
 - c. Public outreach strategy that targets the drivers most likely to contribute to traffic crashes.
 - d. Evaluation plan
2. The event is data driven. This means data (such as traffic crash data) is used to identify the locations where the HVE should occur and drivers with the highest potential of causing traffic crashes.
3. The enforcement is multijurisdictional and uses a saturation approach. This means SUB-RECIPIENT is coordinating its efforts with adjacent law enforcement agencies so that the driving public has the perception of law enforcement omnipresence on the targeted roads. Enforcement is highly visible – clearly more than a typical day. WTSC proposes that no less than three officers work an HVE.
4. Each participating officer will make at least 3 contacts per hour.
5. The public is made aware of the event before, during, and after the enforcement takes place. This means that messages reach all target audiences in the community, regardless of English proficiency, who use the targeted transportation system. The WTSC will conduct statewide public education campaigns during national campaigns, but it is the responsibility of the SUB-RECIPIENT and task force to ensure that all elements of HVE are being met.
6. Local media are highly involved in the effort to reach communities in which HVE will occur.

7. The SUB-RECIPIENT deploys resources to enforce traffic laws in priority areas throughout the year when HVE is not being implemented.

ADDITIONAL REQUIREMENTS FOR ALL HVE EVENTS:

In addition to the seven critical elements, SUB-RECIPIENT agrees to all of the following requirements for all HVE events.

1. To use the WEMS system provided by the WTSC to record all activities conducted by their commissioned officers pursuant to the HVE events. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
2. All participating staff receive a briefing prior to the event so that every participant understands and can explain all of the items on the briefing list below. This can be done in person (preferred) or electronic via telephone, email, or virtually.
 - Purpose, goals, strategy, and objectives of the specific HVE event with a focus on the targeted locations and driving behaviors
 - List of on-call DREs and request procedures
 - How to fill out their digital activity log in WEMS
 - Information on how the Mobile Impaired Driving Unit will be used (if applicable)
 - Dispatch information
 - All Participating officers
 - Spotter processes (if applicable)
 - Available Draeger machines and locations
3. All officers participating in these patrols are BAC certified and passed the SFST refresher training within the prior three years (this is regardless of ARIDE or DRE Training mentioned below).
4. To utilize all available media platforms it has available (website, email newsletters, social media etc...) to the fullest extent to publicize the HVE events.
5. Make at least one individual available for weekend media contacts, beginning at noon on Fridays before HVE mobilizations.

ADDITIONAL REQUIREMENTS FOR SPECIFIC HVE EVENTS

In addition to the seven critical elements, and the additional requirements of all HVE events, the SUB-RECIPIENT agrees to all of the following requirements for each type of specific HVE in which they will participate.

1. IMPAIRED DRIVING:
 - a. Impaired driving HVE events must begin after 8:00 p.m. and occur between Thursday-Sunday.
 - b. SUB-RECIPIENT will ensure participating officers have made a DUI/DWI arrest within the past twelve months.

- c. SUB-RECIPIENT will participate in national impaired driving HVE events including:
 - i. Holiday DUI Patrols (December 11 – January 2)
 - ii. Drive Sober or Get Pulled Over (August 20 – September 6)

2. DISTRACTED DRIVING

- a. Distracted driving HVE events will be conducted using a team approach with designated spotters.
- b. SUB-RECIPIENT will participate in national impaired driving HVE events including:
 - i. U Drive. U Text. U Pay. (October 5 – 12)
 - ii. On the Road, Off the Phone (April 1 – 19)

3. MOTORCYCLE SAFETY PATROLS

- a. Patrols will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
- b. Patrols will focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
- c. SUB-RECIPIENT will utilize motorcycle officers in these patrols to the fullest extent possible.
- d. The SUB-RECIPIENT will engage in multijurisdictional HVE patrols, as part of a regional or national effort, for all or part of the following campaigns:
 - i. It's a Fine Line – July 11 – 27, 2021. Note: Patrols must take place Friday, Saturday, or Sunday during the campaign.
 - ii. Oyster Run Event – Summer 2021 (Region 11 only)
 - iii. ABATE Spring Opener – Summer 2021 (Region 12 only)
 - iv. Ocean Shores Motorcycle Event (formerly Bikers at the Beach) – Summer 2021 (Region 2 only)

OTHER CONSIDERATIONS, EXCEPTIONS, AND NOTES REGARDING HVE EVENTS

At least three contacts per hour requirement explained:

- Participating law enforcement officers should make as many contacts as they can during their OT patrol in the spirit of changing driving behavior.
- They must make a minimum of three self-initiated contacts per hour of enforcement unless they engage in a related enforcement activity that prevents them from doing so – in which case, the contact requirement is waived while the officer is addressing that activity. For example, if an officer stops a vehicle and arrests the driver for DUI, he/she is not required to make three contacts per hour for the time spent processing the DUI.
- Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

Impaired Driving HVE events:

- The WTSC encourages participation from officers who have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE) or are a certified Drug Recognition Expert.

- Exceptions to any impaired driving HVE requirements must be submitted to the WTSC HVE Program Manager for approval.
- Funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event/mobilization. Participation during Holiday DUI Patrols and Drive Sober or Get Pulled Over should be prioritized when scheduling enforcement dates.
- The WTSC encourages law enforcement agencies to use this funding to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:
 - WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
 - The training officer must be a Drug Recognition Expert or ARIDE trained. TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
 - There must be a review of the SFST procedure prior to the enforcement activity.
 - There is a limit of two times per year that an officer can be a mentee.
 - Funds permitting, it is expected that mentees will participate in at least one impaired driving mobilization after completing mentoring.
 - Each region or county-level task force can set additional requirements for participation in this use of funding.
 - To be eligible for this activity, the task force must have a policy for DUI Mentoring. WTSC will provide a model DUI Mentoring policy if requested.
 - Funding will pay for overtime for the mentor officer and the mentee officer.
- This funding can be used to conduct premises checks (such as the Home Safe Bar Program) in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:
 - Approval for this activity must be done through the HVE Mobilization Plan. This plan must be received by WTSC at least 2 weeks prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the establishment (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
 - Each establishment is counted as one contact on the Officer Activity Log.
 - The WA Liquor and Cannabis Board should be notified in advance of this activity to encourage collaboration and support.
- These funds can be used for DUI warrant round-up events. Prior approval is needed for these activities and must include evidence of thorough planning to include a threat matrix on warrant suspects, most current address information obtained through the court or local record management system and current Department of Licensing or booking photos on warrant suspects available.

Distracted Driving HVE Events:

- With the State of Washington's distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law (RCW 46.61.672).

- These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations. This approach has shown to best identify distracted driving violations.
- Spotter Requirement Explained: A distracted driving HVE patrol must consist of at least three officers – one spotter and at least two officers responding to violations.
- This funding can be expended outside of the national campaigns, but the funds must only be used for distracted driving HVE enforcement.

Motorcycle Safety HVE Events:

- Patrols must take place Friday, Saturday, or Sunday during the It's a Fine Line campaign, however the local Traffic Safety Task Force can request to conduct patrols during other days in the week if data shows the need for this. These requests must be sent to the WTSC Program Manager managing the Motorcycle Safety program prior to the enforcement dates.
- During special events, patrols should be scheduled during the dates of the event and could start one day before the official event start date and end one day after the official event end date.

3.1. MILESTONES AND DELIVERABLES

Mobilization

U Drive. U Text. U Pay.
 DUI Holiday Patrols
 On the Road, Off the Phone
 It's a Fine Line
 DUI Drive Sober or Get Pulled Over

Dates

October 5 – 12
 December 11 - January 2
 April 1 - 19
 July 11 - 27
 August 20 - September 6

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region 5 traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)

- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all involved parties, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an HVE Allocation Adjustment form, which details the funding alterations.

Funds within the same HVE campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.6. Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.7. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.8. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded **\$151,000.00** to the **Region 5 Traffic Safety Task Force** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM in order to be eligible for reimbursement.

The funding for **Region 5** is as follows:

EMPHASIS PATROL

Impaired Driving Patrols (Section 402, CFDA 20.600)	\$100,000.00
Distracted Driving Patrols (Section 402, CFDA 20.600)	\$31,000.00
Motorcycle Safety (164 Funds, CFDA 20.608)	\$20,000.00

3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings,

oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, **must be received by WTSC no later than August 10, 2021**. All invoices for goods received or services performed between July 1, 2021 and September 30, 2021, **must be received by WTSC no later than November 15, 2021**.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for

federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or

subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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 and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures

and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held

invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 23 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS


The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 5 is:	The Contact for WTSC is:
Chris Gard Chief of Police cgard@cityoforting.org 360-893-3111 ext 173	Renee Tinder Region 5 Target Zero Manager reneetinder@yahoo.com 360-906-0522	Manny Gonzalez WTSC Program Manager mgonzalez@wtsc.wa.gov 360-725-9888

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

	WASHINGTON TRAFFIC SAFETY COMMISSION
Signature	Signature
Chris Gard	Printed Name
Printed Name	Printed Name
Chief of Police	Title
Title	Title
October 5, 2020	Date
Date	Date
10-06-20	