

## **COUNCILMEMBERS**

Position No.

1. Tod Gunther
2. Chris Moore
3. Don Tracy
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Melodi Koenig



**ORTING CITY COUNCIL**  
Study Session Meeting Agenda  
104 Bridge Street S, Orting, WA  
Zoom – Virtual  
August 17th, 2022  
6:00 p.m.

## **Deputy Mayor Greg Hogan, Chair**

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

This meeting is being held in person and through the platform zoom. A link for virtual participation can be found on the agenda or on the City's website.

Zoom: <https://us06web.zoom.us/j/89569210027?pwd=VnVDa3lxUTV0dDloOWpPajR6R1VLUT09>

Meeting ID: 895 6921 0027

Passcode: 377836

### **2. STAFF REPORTS.**

### **3. AGENDA ITEMS.**

- A. **AB22-73** – Firearms Surplus.  
Devon Gabreluk
- B. **AB22-74** – Multijurisdictional Tactical Response Team Interlocal Agreement.  
Devon Gabreluk
- C. **AB22-75** – SCORE Jail Interlocal Agreement.  
Devon Gabreluk
- D. **AB22-76** – Puyallup Jail Interlocal Agreement.  
Devon Gabreluk
- E. **AB22-71** – Orting Pumpkin Festival Sponsorship and Grant.  
Kim Agfalvi
- F. **AB22-72** – Red Hat Days Sponsorship.  
Kim Agfalvi
- G. **AB22-35** – Vision Statement.  
Scott Larson

### **4. EXECUTIVE SESSION.**

### **5. ADJOURNMENT.**



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>	<b>AB22-73</b>	<b>Public Safety Committee</b>	<b>8.17.2022</b>	<b>8.31.2022</b>
2022 Police Department surplus of firearms (group 2 of 2)				
	<b>Department:</b>	Police		
	<b>Date Submitted:</b>	<b>7.29.2022</b>		
	<b>Cost of Item:</b>			
		No change – administrative only		
<b>Amount Budgeted:</b>		N/A		
<b>Unexpended Balance:</b>		N/A		
<b>Bars #:</b>		<b>001-594-21-64-51</b>		
<b>Timeline:</b>		As soon as authorized.		
<b>Submitted By:</b>		Interim Police Chief Devon Gabreluk		
<b>Fiscal Note:</b> No cost				
<b>Attachments:</b> List of Police Department firearms for surplus				
<b>SUMMARY STATEMENT:</b>				
<p>The City of Orting Police Department has additional firearms that have been identified for surplus. These weapons are prior service weapons issued to officers and have since been replaced by newer models previously approved by council.</p> <p>Authorization to surplus these items is required and once approved, authorizes the City Administrator and Police Chief to dispose of the items in a manner that complies with the Federal Firearms Act as well as State Law.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to regular business meeting on August 31st, 2022 as a consent agenda item.				
<b>Recommended Motion: <u>Motion:</u></b>				
To authorize the firearms listed on the attached spreadsheet to be declared “surplus” items, and to allow the disposal of these items by the City Administrator and/or Police Chief in a manor consistent with the FFA and Washington State Statue.				

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2022-22**

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**A RESOLUTION OF THE CITY OF ORTING, WASHINGTON,  
DECLARING THE PROPERTY DESCRIBED IN EXHIBIT "A"  
AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL**

**WHEREAS**, it has been determined that the City has no further use of certain item(s) listed in attached Exhibit "A"; and that such items are surplus to the needs of the City; and

**WHEREAS**, RCW 10.116.040(1) requires law enforcement agencies to destroy any military equipment, including machine guns by December 31, 2022; and

**WHEREAS**, the fair market value of the surplus property, if any, shall be determined and its sale or disposal will be for the common benefit; and

**WHEREAS**, at time of sale or disposal of the surplus item(s), any monies derived from the same will be allocated back to the appropriate department; and

**WHEREAS**, the City Administrator will oversee the sale of these item(s), or other method of disposal, including destruction, in the event the City Administrator determines that the surplus property has no fair market value or the cost of disposal will exceed the fair market value;

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

Section 1. The items described in Exhibit "A" attached hereto and incorporated herein by this reference are surplus to the needs of the City and the City Administrator is hereby authorized to dispose of such items at auction or a public sale through a sealed bid process that complies with applicable law; provided that, those items that have been determined to have no market value or the value of which will exceed the cost of disposal may be donated for charitable purposes or otherwise lawfully disposed of.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
31st DAY OF AUGUST 2022.**

**CITY OF ORTING**

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Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

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Kim Agfalvi, City Clerk

Approved as to form:

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Charlotte Archer  
City Attorney  
Inslee Best, PLLC

EXHIBIT A- Resolution  
No. 2022-22

Make	Type	Model	Cal	Serial
Glock	Handgun	22	.4	GET837
Glock	Handgun	22	.4	GET840
Glock	Handgun	34	9 mm	BDWU255
Heckler & Koch	Handgun	USP Compact	.4	26-080698
Heckler & Koch	Rifle/Machine Gun	HK416D	5.56	88-001984
Heckler & Koch	Rifle/Machine Gun	HD416D	5.56	88-001985

## July 2022 Police Department Firearm Surplus # 2 of 2

Make	Type	Model	Cal	Serial	
Glock	Handgun		22	0.4	GET837
Glock	Handgun		22	0.4	GET840
Glock	Handgun		34	0.9	BDWU255
HK	Handgun	USP Compact		0.4	26-080698
HK	Rifle	HK416D		5.56	88-001984
HK	Rifle	HK416D		5.56	88-001985



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>	<b>AB22-74</b>	<b>Public Safety Committee</b>	<b>8.17.2022</b>	<b>8.31.2022</b>
Amended Tactical Response Team (TRT) Interlocal Agreement.				
	<b>Department:</b>	Police		
	<b>Date Submitted:</b>	<b>7.29.2022</b>		
<b>Cost of Item:</b>	No change – administrative only			
<b>Amount Budgeted:</b>	\$5,000.00			
<b>Unexpended Balance:</b>	\$5,000.00			
<b>Bars #:</b>	<b>001-521-23-41-00</b>			
<b>Timeline:</b>	As soon as authorized.			
<b>Submitted By:</b>	Interim Police Chief Devon Gabreluk			
<b>Fiscal Note:</b> TRT ILA amendment required - Incorporation of new member agency				
<b>Attachments:</b> Amended Multi-Agency Tactical Response Team ILA				
<b>SUMMARY STATEMENT:</b>				
<p>The City of DuPont has become a partner agency of the multi-agency Tactical Response Team. When a new city is brought onboard, an updated ILA is required.</p> <p>Other than including the City of DuPont as a member agency, there are no changes to the ILA that is currently in effect.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to regular business meeting on August 31st, 2022 as a consent agenda item.				
<b>Recommended Motion: <u>Motion:</u></b>				
To authorize the Mayor to sign the updated TRT ILA to include the City of DuPont as a member agency.				

# INTERLOCAL COOPERATION AGREEMENT FOR MULTIJURISDICTIONAL TACTICAL RESPONSE TEAM

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

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

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

## **Section 1. Definitions**

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

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



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

## **Section 2. Objective**

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

## **Section 3. Governance of the Tactical Response Team**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agency with the largest population.

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

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

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

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

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

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

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

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

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

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

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



person, by phone, or by email where appropriate.

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

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

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

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

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

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

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

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

### **Section 10. Employment**

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

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

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

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

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

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

Transportation of arrestees will be coordinated by the Incident Commander.

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

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

### **Section 15. Severability**

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

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

### **Section 16. Term**

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

### **Section 17. Termination**

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

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

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

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

**Section 19. Extent of Agreement**

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

**Section 10. Authorization**

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

**CITY OF BONNEY LAKE**

By: \_\_\_\_\_  
Neil Johnson, Mayor

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

*As To Form:* \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Bonney Lake City Attorney

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

**CITY OF PUYALLUP**

By: \_\_\_\_\_  
Kevin Yamamoto, City Manager

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

*As To Form:* \_\_\_\_\_  
Joe Beck, Puyallup City Attorney

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



**CITY OF MILTON**

By: \_\_\_\_\_  
Shanna Styron-Sherell, Mayor

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

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

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

**CITY OF SUMNER**

By: \_\_\_\_\_  
Bill Pugh, Mayor

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

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

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

**CITY OF FIFE**

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

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

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

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

**CITY OF ORTING**

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

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

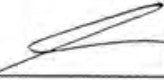
*As To Form:* \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Orting City Attorney

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

CITY OF DUPONT

By:   
\_\_\_\_\_  
Ronald J. Frederick, Mayor

Date: 7/12/2022

As To Form:   
\_\_\_\_\_  
Gordon P. Karg  
DuPont City Attorney

Date: 7/12/2022



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>	<b>AB22-75</b>	<b>Public Safety Committee</b>	<b>8.17.2022</b>	<b>8.31.2022</b>
SCORE Jail Interlocal Agreement.				
	<b>Department:</b>	Police		
	<b>Date Submitted:</b>	<b>7.29.2022</b>		
<b>Cost of Item:</b>	As needed.			
<b>Amount Budgeted:</b>	\$60,000.00			
<b>Unexpended Balance:</b>	N/A - 2023			
<b>Bars #:</b>	<b>001-523-60-41-00</b>			
<b>Timeline:</b>	As soon as authorized.			
<b>Submitted By:</b>	Interim Police Chief Devon Gabreluk			
<b>Fiscal Note:</b> Relating to an increase in rates beginning Jan 1, 2023				
<b>Attachments:</b> SCORE Jail notice of rate increase and Draft 2023 SCORE Jail ILA				
<b>SUMMARY STATEMENT:</b>				
<p>On July 1, 2022 SCORE Jail issued notice to agencies contracting with SCORE for jail services that inmate daily housing rates will increase January1, 2023 by 5%.</p> <p>The 2023 daily housing rates listed in the ILA are only charged when the Police Department books an individual into the SCORE facility (on an as needed basis). Bookings are accepted if the facility has beds available (no reserved beds rate) which is reflected in rate schedule as the “General Population – Non-Guaranteed Beds” rate.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to regular business meeting on August 31st, 2022 as a consent agenda item.				
<b>Recommended Motion: <u>Motion:</u></b>				
To authorize the Mayor to sign the updated agreement with SCORE Jail for jail services as needed.				



## SOUTH CORRECTIONAL ENTITY

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

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Sent Electronically – July 28, 2022

July 28, 2022

Mayor Joshua Penning  
City of Orting  
PO Box 490  
402 Washington Ave SE  
Orting, WA 98361

Dear Mayor Joshua Penning:

Attached you will find two amendments:

- 1) SCORE's daily rates for guaranteed and non-guaranteed beds, effective January 1, 2023. For continued services in 2023, please sign and return the contract amendment by October 31, 2022.

SCORE 's Administrative Board adopted a daily bed rate increase of 5% and increased the booking fee to \$50.00. SCORE will also be charging, on a monthly basis, the Non-Guaranteed Rate for any beds that exceed the use of guaranteed beds. SCORE surcharges for specialty beds remain the same. The hourly rate for transports/hospital security was increased to \$75.00/hr.

These rate increases better support the increasing costs of providing 24-hour medical coverage and mental health services. Approximately 90% of SCORE's population requires either medical or mental health services while in custody.

- 2) SCORE's amended and restated Housing Agreement, effective immediately, regarding probable cause determination in Section 5 (E) Transportation, Booking, Classification, Discipline and Release Procedures. Please sign and return the restated Housing Agreement Amendment.

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

Sincerely,

Devon Schrum, Executive Director  
South Correctional Entity (SCORE)  
Mission: to provide the highest quality public safety services to those we serve.

Enclosures

**AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING**

**(Amending Exhibit A: Fees and Charges and Services)**

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THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this “Amendment”), dated \_\_\_\_\_, 2022, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“SCORE”) and \_\_\_\_\_, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the “Contract Agency” together with SCORE, the “Parties” or individually a “Party”).

**RECITALS**

**WHEREAS**, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated \_\_\_\_\_, as amended and as may be further amended from time to time (the “Original Agreement”) pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the “SCORE Facility”); and

**WHEREAS**, the Parties now desire to amend Exhibit A to the Original Agreement (as amended by this Amendment, the “Agreement”) with regard to fees and charges for such services as provided herein;

**Section 1. Definitions.** Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

**Section 2. Amendment.**

(1) **Amendment to Exhibit A.** Daily Housing Rates, Daily Rate Surcharges, Booking Fee and Transport Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

Daily Housing Rates

General Population – Guaranteed Beds	\$138.43	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$199.00	

Daily Rate Surcharges:

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

<u>Booking Fee</u>	\$50.00
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<u>Transport/Security Fee</u>	\$75.00/hr
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Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges and services will be annually adjusted each January 1<sup>st</sup>.



**Section 3. Effective Date of Amendment.** The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2023 at 12:01 a.m.

**Section 4. Entire Agreement.** Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

**Section 5. Severability.** The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

**Section 6. Headings.** The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

**Section 7. Execution.** This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

ATTEST:  
\_\_\_\_\_

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY  
20817 17th Avenue South  
Des Moines, WA 98198  
Attention:  
Email:  
Telephone:  
Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF  
THIS AGREEMENT:

Name:

Title:

DESIGNED REPRESENTATIVES FOR PURPOSES OF  
THIS AGREEMENT:

Name:

Title:

## AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this "Amendment"), dated \_\_\_\_\_, 2022, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and \_\_\_\_\_, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

### RECITALS

**WHEREAS**, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated \_\_\_\_\_, as previously amended (the "Original Agreement") pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the "SCORE Facility"); and

**WHEREAS**, the Parties now desire to amend and restate the Original Agreement (as amended by this Amendment, the "Agreement") with regard to terms related to release of inmates who have not had a probable cause determination as provided herein;

**Section 1. Definitions.** Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

**Section 2. Amendment.**

(1) **Amendment to Release Provisions.** Section 5(E) (Transportation, Booking, Classification, Discipline and Release Procedures) of the Original Agreement is hereby amended and restated as follows:

...

E. **Release.** Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

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

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

(2) **Amendment to Hold Harmless, Defense, and Indemnification Provisions.** Section 16 (Hold Harmless, Defense and Indemnification) of the Original Agreement is hereby amended and restated as follows:

**Section 16. Hold Harmless, Defense, and Indemnification.** SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

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

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

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

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

**Section 3. Entire Agreement.** Except as hereby amended and restated by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

**Section 4. Severability.** The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

**Section 5. Headings.** The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

**Section 6. Execution.** This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name – Title

\_\_\_\_\_  
Printed Name – Title

ATTEST:  
\_\_\_\_\_

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY  
20817 17th Avenue South  
Des Moines, WA 98198  
Attention:  
Email:  
Telephone:  
Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF  
THIS AGREEMENT:  
Name:  
Title:

DESIGNED REPRESENTATIVES FOR PURPOSES OF  
THIS AGREEMENT:  
Name:  
Title:



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>	<b>AB22-76</b>	<b>Public Safety Committee</b>	<b>8.17.2022</b>	<b>8.31.2022</b>
Puyallup Jail Interlocal Agreement				
	<b>Department:</b>	Police		
	<b>Date Submitted:</b>	<b>7.29.2022</b>		
<b>Cost of Item:</b>	As needed.			
<b>Amount Budgeted:</b>	\$60,000.00			
<b>Unexpended Balance:</b>	\$30,195.73			
<b>Bars #:</b>	<b>001-523-60-41-00</b>			
<b>Timeline:</b>	As soon as authorized.			
<b>Submitted By:</b>	Interim Police Chief Devon Gabreluk			
<b>Fiscal Note:</b> Relating to an increase in rates beginning Jan 1, 2023				
<b>Attachments:</b> Draft Puyallup Jail Contract & Court Rules.				
<b>SUMMARY STATEMENT:</b>				
<p>The Orting Police Department has active contracts with the City of Enumclaw Jail, S.C.O.R.E. Jail - SeaTac, and Nisqually Jail - Olympia for misdemeanor bookings. The distance to these jails is 16 miles, 28 miles, and 35 miles respectively. Authorizing a contract for jail services with the City of Puyallup Jail will significantly cut costs associated with jail bookings such as; staff time, fuel costs, facility booking fees, and overtime for City coverage during long-drive trips to jails.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to regular business meeting on August 31st, 2022 as a consent agenda item.				
<b>Recommended Motion: <u>Motion:</u></b>				
To authorize the Mayor to sign an agreement with the City of Puyallup Jail for jail services as needed.				

**INTERAGENCY AGREEMENT BETWEEN THE CITY OF PUYALLUP,  
WASHINGTON AND CITY OF ORTING, WASHINGTON, FOR THE HOUSING  
OF INMATES IN THE PUYALLUP CITY JAIL**

This agreement is between the City of Puyallup, a municipal corporation of the State of Washington (hereinafter “Puyallup”) and the City of Orting, a municipal corporation of the State of Washington (hereinafter “Orting”).

**Recitals**

**WHEREAS**, RCW 39.34 and RCW 70.48, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter agreements with each other for providing jail services; and

**WHEREAS**, Orting wishes to designate the Puyallup Jail as a place of confinement for inmates from the City of Orting; and

**WHEREAS**, in an effort to streamline administrative procedures and ensure that the daily rate of \$158.28 to house inmates at Puyallup’s jail is consistent with the current operating costs, it is necessary to enter into an updated interagency agreement; and

**WHEREAS**, the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended;

**NOW, THEREFORE**, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

**Agreement**

1. **GOVERNING LAW**

The parties hereto agree that, except where expressly otherwise provided, the applicable laws and administrative rules and regulations of the State of Washington shall control. Any actions, suit, or judicial or administrative proceeding for the enforcement of this agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in Pierce County.

2. **EFFECTIVE DATE**

This Agreement shall commence on \_\_\_\_\_ and terminate one year form this date. The Agreement will be automatically renewed for successive one-year terms unless terminated by either party pursuant to section 3 of this Agreement.

3. TERMINATION

(a) By either party. This Agreement may be terminated at any time by written notice from either party to the other party delivered by regular mail to the contact person identified in §4, provided that termination shall become effective ninety (90) calendar days after receipt of such notice. Notice will be presumed received 3 working days after the notice is posted in the mail. Within said ninety (90) days, Orting agrees to remove its inmates(s) from the Puyallup Jail.

(b) In the event of termination of this Agreement for any reason, Orting shall compensate Puyallup for inmates housed by the Puyallup Jail after notice of termination until Orting retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated and the provisions of this Agreement, including by way of illustration and not limitation, §24 Indemnity, shall remain in force until such time as all inmates from Orting have been retaken.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Puyallup: Chief of Police  
Puyallup Police Department  
311 W Pioneer  
Puyallup, WA 98371

Contact: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. COMPENSATION

a) Bed Rate. In consideration of Puyallup's commitment to house Orting inmates, Orting shall pay Puyallup one hundred fifty-eight dollars and 28/100 (\$158.28) per day for each inmate housed.

b) Administrative Booking Rate. Puyallup will authorize Orting Police Officers to transport misdemeanor level suspects to its jail for administrative booking. Administrative booking shall include booking suspects into the jail pursuant to Puyallup Jail policies and standard operating procedures and detaining those suspects until booking information, including fingerprints and photographs, are obtained. Following the booking process, suspects shall be transported by Orting Officers back to the City of Orting where they will be released. As compensation for the administrative booking services, Orting shall pay Puyallup sixty-two dollars (\$62.00) for each administratively booked individual. Any other costs associated with the administrative booking process shall be the sole responsibility of the City of Puyallup.

c) Bed Rate and Administrative Booking Rate will be increased at a rate of 100% of the Seattle-Tacoma-Bellevue CPI-U first half index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise

negotiated and agreed by the parties. (For example, the 2022 Seattle-Tacoma-Bellevue CPI-U first half index will set the amount of the January 1, 2023, increase to Bed Rate and Administrative Booking Rate.).

d) Billing and Payment. Puyallup agrees to provide Orting with an itemized bill listing all names of inmates who are administratively booked or housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Puyallup agrees to provide said bill by the last day of each following month. Orting agrees to make payment to Puyallup within 30 days of receipt of such bill for the amount billed for the previous calendar month.

6. SERVICES PROVIDED

Puyallup agrees to provide jail services or administrative booking for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Orting’s jurisdiction.

7. Booking

Inmates shall be booked pursuant Puyallup’s booking policies and procedures. Inmates transported by Orting Officers that are not acceptable at booking, will be the responsibility of the Orting Officers to transport back to the City of Orting.

Pursuant to RCW 70.48.130, and as part of the booking procedure, Puyallup shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which the inmate is entitled. The information is to be used for third party billing.

8. RESPONSIBILITY FOR OFFENDER’S CUSTODY

It shall be the responsibility of Puyallup to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates’ physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Puyallup, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Puyallup shall provide facilities for consultation and communication between inmates and their legal counsel. It shall also be the responsibility of Puyallup to calculate “good time” accrued in and subsequent release of the inmate in accordance with the Puyallup’s standard practice and procedure. Orting agrees to be bound by Puyallup’s standard practice and procedures related to inmates housed in the Puyallup Jail.

9. RIGHT TO REFUSAL

To the greatest extent permitted by law, Puyallup shall have the right to refuse to accept Orting inmates or to return an Orting inmate to the City of Orting if in the judgment of Puyallup,



the inmate has a current illness or injury which may adversely affect the operations of the Puyallup Jail, has history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property or themselves. Further, Puyallup may refuse to accept an inmate if the jail is at or near capacity or if in the judgement of Puyallup that accepting an inmate may create a risk to the safety of persons or property.

10. RETAKING OF INMATES

Upon request from Puyallup, Orting shall, at its expense, retake any Orting inmate within twelve (12) hours after receipt of such request. In the event the confinement of any Orting inmate is terminated for any reason, Orting, shall, at its expense, retake such inmate from Puyallup.

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Orting law enforcement officers placing Orting misdemeanants in the Puyallup Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgment and sentence, to the Puyallup Jail upon booking of an inmate. Orting is also responsible for providing Puyallup Jail with a complete bail schedule no later than January 1 of each year.

12. NON-ASSIGNABILITY.

This Agreement may not be assigned by either party.

13. TRANSPORTATION

Orting inmates incarcerated in Puyallup pursuant to this Agreement shall be transported to Puyallup by and at the expense of Orting and shall be returned, if necessary, to the City Orting by Orting personnel and at Orting's expense. Puyallup is not responsible for transportation of Orting inmates under this Agreement and shall be reimbursed by Orting for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Puyallup becomes necessary including if the transport was a result of a warrant, or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of \$55.00 per hour.

14. RECORDS AND REPORTS

(a) Orting shall forward to Puyallup before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration at other correctional facilities. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Puyallup shall keep all necessary and pertinent records concerning such inmates incarcerated in Puyallup Jail. During an inmate's confinement in Puyallup, Orting shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmates(s) incarceration, as may be permitted by law.

15. MEDICAL TREATMENT

(a) Inmates shall receive medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Puyallup jail. Puyallup shall provide for routine minor medical services in the Puyallup jail. Examples of medical services which may be provided in the Puyallup Jail, but which are not routine, and for which Orting shall be billed include, but are not necessarily limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. Orting shall be responsible for any and all medical, dental or mental health costs incurred by or on behalf of an Orting prisoner including but not limited to prescriptions, appliances, supplies, emergency transport associated with the delivery of any emergency and/or medical service provided to Orting inmates.

(b) An adequate record of all such services shall be kept by Puyallup in accordance with HIPAA regulations for Orting's review at its request. Any medical or dental services of major consequence shall be reported to Orting as soon as time permits.

(c) Orting shall be responsible for any and all costs incurred by or on behalf of an Orting prisoner regarding hospitalization. If necessary, Orting shall reimburse Puyallup dollar for dollar any amount expended or cost incurred by Puyallup in providing the same; provided that, except in emergencies, Orting will be notified by contacting a duty Sergeant at the Orting Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude Orting from retaking the ill or injured inmate. In the event a Orting inmate is taken by emergency to a hospital, Puyallup shall notify Orting as soon as practicable following emergency transport. Orting is responsible for providing security during any period of hospitalization.

16. DISCIPLINE

Puyallup shall have physical control over and power to exercise disciplinary authority over all inmates of Orting. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington or the constitution and laws of the United States.

17. STANDARD OF RELEASE

Orting shall adopt Administrative Order No. 2013-01 Puyallup Municipal Court Standards of Release.

18. VIDEO ARRAIGNMENT

Upon request, Puyallup will provide video arraignment services at the rate of \$55.00 per hours with a (4) four-hour minimum charge.

19. REMOVAL FROM THE JAIL

An inmate from Orting legally confined in Puyallup shall not be removed from there by any person except:

- a) When requested by Orting Police Department in writing authorizing such release;

- or
- b) Upon court order in those matters in which said court has jurisdiction over such inmate; or
- c) For appearance in the court in which an Orting inmate is charged; or
- d) In compliance with a Writ of Habeas Corpus; or
- e) If the prisoner has served his sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts; or
- f) For other scheduled court appearances, including those for which they are not being held, or
- g) Upon the execution of the Standards of Release Administrative Order No. 2013-01, or
- h) For medical care (see §15) and court ordered evaluations.

## 20. ESCAPES

In the event any Orting inmate shall escape from Puyallup's custody, Puyallup will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Orting. Puyallup shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connection therewith shall be chargeable to and borne by Puyallup, however, Puyallup shall not be required to expend unreasonable amounts to pursue escaped inmates beyond its jurisdiction.

## 21. DEATH OF AN INMATE

a) In the event of the death of an Orting inmate, Puyallup shall notify the Pierce County Medical Examiner. Orting shall receive copies of any records made at or in connection with such notification, unless prohibited by law or court order. Reasonable copying costs for such copies shall be borne by Orting.

b) Puyallup shall immediately notify Orting of the death of an Orting inmate, furnish reasonable and necessary information as reasonably requested and follow reasonable instructions of Orting with regard to the disposition of the body. The body shall be released to the Medical Examiner. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Orting. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the responsibility or liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

## 22. DISPUTE BETWEEN ORTING AND PUYALLUP

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Orting and Puyallup, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon mutual written

agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

23. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligation set forth in the Agreement;

(b) Each party shall obtain and maintain coverage in minimum liability limits of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

24. HOLD HARMLESS AND INDEMNIFICATION

a) Puyallup shall defend, indemnify and hold Orting, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Puyallup in performance of this Agreement.

b) Orting shall defend, indemnify and hold Puyallup, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Orting in performance of this Agreement.

c) Puyallup and Orting hereby waive, as to each other only, their immunity from suit under industrial insurance, title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

d) The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

25. INDEPENDENT CONTRACTOR

In providing services under this Agreement, Puyallup is an independent contractor and neither it, nor its officers, officials, agents or employees are employees of Orting for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this agreement give rise to any claim or career service or civil service rights, which may accrue to employees of Orting or Puyallup under any applicable law, rule or regulation.

26. PRISON RAPE ELIMINATION ACT

Puyallup acknowledges and is working toward compliance of the Prison Rape Elimination Act regarding custodial sexual misconduct.

27. MISCELLANEOUS

Concurrent Original. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.

No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

28. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

29. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

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

**CITY OF PUYALLUP:**

**CITY OF ORTING:**

\_\_\_\_\_  
By: Steve Kirklie  
Its: City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Its:  
Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
By: Brenda Fritsvold  
Its: City Clerk  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
By: Shawn Arthur  
Its: Deputy City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Orting Pumpkin Festival Sponsorship and Grant.	<b>AB22-71</b>	<b>CGA</b>		
		<b>8.10.2022</b>	<b>8.17.2022</b>	<b>8.31.2022</b>
	<b>Department:</b>	Clerk		
	<b>Date Submitted:</b>	<b>7.28.2022</b>		
<b>Cost of Item:</b>	<u>\$N/A</u>			
<b>Amount Budgeted:</b>	<u>\$N/A</u>			
<b>Unexpended Balance:</b>	<u>\$ N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	Approval as soon as possible			
<b>Submitted By:</b>	Kim Agfalvi			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Application				
<b>SUMMARY STATEMENT:</b>				
<p>The City received an application for sponsorship from the Orting Pumpkin Festival. Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community &amp; Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> <li>1. Allow all citizens to reasonably participate;</li> <li>2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and;</li> <li>3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City.</li> </ol> <p>The event organizer is requesting a City grant of funds in the amount of \$2,397.00 to help with costs for the event.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to regular business meeting on August 31st, 2022 as a consent agenda item.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve Resolution No. 2022-19, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of the Orting Pumpkin Festival; and to approve Resolution No. 2022-20; a resolution of the City of Orting, authorizing a grant of funds in the amount of \$2,397.00 to the Orting Pumpkin Festival.				

**CITY OF ORTING**  
**WASHINGTON**  
**RESOLUTION NO. 2022-19**

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING CITY SPONSORSHIP OF THE ORTING  
PUMPKIN FESTIVAL**

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**WHEREAS**, the City of Orting has adopted a Special Event Sponsorship Policy (the “Policy”) to extend City-sponsorship to events that the City Council determines serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, sponsorship is extended to events upon application, on a case-by-case basis and at various levels of support depending on the value the event has for the community; and

**WHEREAS**, upon a declaration by the City Council that a particular event qualifies for sponsorship, the event may be entitled to use of city facilities and services without charge; and

**WHEREAS**, the City received an application for sponsorship from the Orting Pumpkin Festival; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on August 3, 2022, and recommended approval of the application; and

**WHEREAS**, the City Council finds that the Orting Pumpkin Festival has been an institution of public service for many years, is open to the public, and serves the valid municipal purposes of providing an opportunity for strengthening the City’s sense of community and celebrating the agricultural assets that are fundamental to the City; and

**WHEREAS**, the City Council finds that the Orting Pumpkin Festival’s application meets the requirements of the City’s Policy, and qualifies for City-sponsorship as an event serving valid municipal purposes; and

**NOW, THEREFORE**, the City Council of the City of Orting, Washington, do resolve as follows:

**Section 1. Declaration of Public Purpose.** The City Council declares that the Orting Pumpkin Festival is an event open to the public, which serves the valid municipal purposes described herein.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City’s sponsorship of the Orting Pumpkin Festival, pursuant to the City’s Policy, at the Tier # 2 level. This authorization extends to the event identified on the Orting Pumpkin Festival’s



application for sponsorship, on Saturday, October 8, 2022 from 8:00am– 7:00pm. The Mayor is authorized to enter into a contract with the Orting Pumpkin Festival to memorialize the City’s sponsorship described herein.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 31st DAY OF AUGUST, 2022.**

CITY OF ORTING

---

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

---

Kimberly Agfalvi, City Clerk

Approved as to form:

---

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

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2022-20**

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING A CITY GRANT OF FUNDS TO THE  
ORTING PUMPKIN FESTIVAL.**

---

**WHEREAS**, the City of Orting has adopted a Grant Policy (the “Policy”) to provide grant funding to organizations which the City Council determines bring significant value to the citizens of Orting and which serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, grant funding is provided to organizations upon application, evaluated by the City Council pursuant to the Policy on a case-by-case basis and at various levels of support depending on the value the applicant provides to the community; and

**WHEREAS**, the City received an application for grant funding from the Orting Pumpkin Festival, a nonprofit corporation registered with the State of Washington; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on August 3rd, 2022, and recommended approval of the application; and

**WHEREAS**, the applicant has represented that this grant shall be used by the applicant to help purchase event insurance and a stage rental; and

**WHEREAS**, the City Council finds that funding the aforementioned organization/activity serves the valid municipal purposes of promoting community participation and providing an opportunity for strengthening the City’s sense of community; and

**WHEREAS**, the City Council finds that the Orting Pumpkin Festival’s application meets the requirements of the City’s Policy, and qualifies for grant funding as an organization serving valid municipal purposes; and

**NOW, THEREFORE**, the City Council of the City of Orting, Washington, do resolve as follows:

**Section 1. Declaration of Public Purpose.** The City Council declares that the Orting Pumpkin Festival serves the valid municipal purposes described herein, and that the described intent for the requested funding is instrumental in ensuring that the organization meets those purposes.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City’s grant funding Orting Pumpkin Festival, pursuant to the City’s Policy, in the amount of

\$2,397.00. The Mayor is authorized to enter into a contract with the Orting Pumpkin Festival to memorialize the City's grant funding described herein.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 31st DAY OF AUGUST, 2022.**

CITY OF ORTING

\_\_\_\_\_  
Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Kimberly Agfalvi, City Clerk

Approved as to form:

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



4109 E-7 Bridgeport Way West \* University Place, WA 98466 \* (253) 230-6851  
A 501 C (3) Non-Profit Corporation

June 24, 2022

Kim Agfalvi  
City Clerk  
City of Orting  
104 Bridge St S.  
Orting, WA 98360  
[Kagfalvi@cityoforting.org](mailto:Kagfalvi@cityoforting.org)

Dear Kim,

We are all excited about bringing the 14<sup>th</sup> Annual Orting Pumpkin Fest back to the City of Orting this year. Thank you for giving us the opportunity to apply for assistance with a grant that the City of Orting is offering to those qualified non-profit organizations. I hope this letter will be sufficient with our request, but if there is a specific grant application please let me know and I will fill that out for you. What I'll do below is address some items that would help us out a lot if the grant were approved. Thanks again for all your support in the past to make this a great community event!

1/ Event Printing \$350.00  
2/ On-Line Marketing \$250.00  
3/ Event Insurance \$350.00  
4/ Signs and Banners \$250.00  
5/ Performer Fees \$750.00  
6/ Two Rental Golf Carts \$400.00  
7/ Event Postage \$47.00

**TOTAL \$2397.00**

Looking forward to hearing from you.

Respectfully,



*Gary W. Grape*

EVENT MANAGER

**PORTING PUMPKIN FEST**

4109 E-7 Bridgeport Way W

University Place, WA 98466

253-230-6851



City of Orting  
 104 Bridge St S • PO Box 489 • Orting, WA 98360  
 Phone: 360-893-9017 or 253-262-7842  
 Fax: 360.893.6809  
 Email: recreation@cityoforting.org  
 Web: www.cityoforting.org

## SPECIAL EVENT APPLICATION

**Definition:** A Special Event is an activity which occurs upon public or private property that will affect the standard and ordinary use of public streets, rights-of-way, sidewalks, parks/facilities and/or which requires extraordinary levels of City Services. This includes, but is not limited to; fairs, festivals, carnivals, circus, sporting events, foot runs/walks that utilize City parks and facilities, cycling events, block parties, markets, parades, exhibitions, auctions, dances, riding galleries, theatrical, musical entertainments, motion picture filming, etc.

**Application:** This completed application, a detailed event map showing where the event will take place, a certificate of insurance naming the City of Orting as an additional insurer for this event in the amount of \$1,000,000.00, and any other pertinent information, along with the Special Event fee (\$200) must be submitted to the City of Orting at least ninety (90) days prior to event. Upon receipt, a meeting with City Department Heads will be scheduled. It is required that the applicant meet with Department Heads in a scheduled meeting to go over the Special Event Application to assure guidelines and preparation prior to the event. After this meeting, you will be notified if your event has been approved. Failure to meet any deadlines required by the City of Orting may result in cancelation of the event. **Applicant initials:** \_\_\_\_\_

NAME OF APPLICANT: Larry W. Grape

NAME OF ORGANIZATION: Tacoma Events Commission

ARE YOU NON-PROFIT:  Yes [ ] No IF YES, UBI#: \_\_\_\_\_

MAILING ADDRESS: 4109 E-7 Bridgeport Way W.

EMAIL ADDRESS: GWGRAPE@7C.COMCAST.NET

NAME OF EVENT: ORTING PUMPKIN FEST

TYPE OF EVENT (parade, festival, etc.): Festival

DATE(S) OF EVENT: October 8, 2022

TIME(S) OF EVENT: Set-Up 8:00 AM Start of Event 10:00 AM  
 End of Event 5:00 PM Exit Time 7:00 PM

**City Services** (please mark all that apply)

	<u>Price</u>	<u>Total Price</u>
<input type="checkbox"/> 1 Public Work staff	\$75/hr x ___ hrs	\$ _____
<input type="checkbox"/> 1 Police Officer	\$85/hr x ___ hrs	\$ _____
<input type="checkbox"/> 1 Dumpster	\$20/event	\$ _____
<input type="checkbox"/> 2 Standard Portable Restrooms (Delivery/Pick Up/Cleaning)	\$150/event	\$ _____
<input type="checkbox"/> Electricity (2 Spider Boxes)	\$50/event	\$ _____
<input type="checkbox"/> Audio/PA system (Does not include a DJ)	\$75/event	\$ _____
<input type="checkbox"/> Barricades (Must provide placement on map)	\$50/event	\$ _____
<input type="checkbox"/> Street Sweeper (man power/vehicle)	\$150/hr x ___ hrs	\$ _____
<input type="checkbox"/> Portable Trailer Sign	\$50/day x ___ days	\$ _____
<input type="checkbox"/> Banner (Banner request required)	\$195 (up for 2 weeks only)	\$ _____
<input type="checkbox"/> Facility Rental Fees & Deposits	\$ Varies	\$ _____
*See Appendix A for rental rates**		
<input checked="" type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ <u>100</u>

Total For Special Event Services \$ \_\_\_\_\_

Special Event Fee \$200

TOTAL TO BE PAID \$ 300

**BANNER REQUEST:** Please complete the following if you would like a banner in place across Washington Ave./SR 162 before and/or during your event. **Banner message is limited to name, date, and event sponsor. Commercial advertising is not allowed.**

**Banner must meet the following requirements:** Banner shall not be larger than 24 feet wide and 36 inches high. Banner shall maintain minimal vertical clearance to overhead utility lines set forth by PSE. Banners shall have wind load relief flaps eighteen (18) inches wide and ten (10) inches high spaced at a density of one flap for each ten (10) square feet of surface area. Relief flaps shall be spaced uniformly to provide uniform wind load reduction. Banners shall have two (2) inch high vinyl coated nylon strip (13oz) securely sewn along top and bottom.

Requested period for the banner to be displayed: 9/12/22 through 10/10/22

\*The banner may only be across SR 162 for 2 weeks\*

Material Type: \_\_\_\_\_ Size: \_\_\_\_\_ X \_\_\_\_\_ Thickness: \_\_\_\_\_

How many cuts are on banner? \_\_\_\_\_ One sided or two-sided?  One  Two

**VENDORS:** Will there be any vendors?  Yes  No

If yes, vendors are required to purchase a City of Orting Business License through the State of Washington prior to the event or the Applicant (Event) must purchase a Blanket License to cover all vendors. (Resolution 2011-12)

It will be the responsibility of the Event Coordinator to ensure vendor parking does not block Orting Businesses on Washington Ave., Van Scoyoc Ave. or customer parking areas next to the parks or businesses with exceptions determined by the City of Orting.

**PARADE INFORMATION:** Will a parade be part of this event?  Yes [ ] No  
If yes, please answer the following:

PARADE START TIME: NOON START LOCATION (show on map): Train Street

STAGING AREA - WHERE/WHAT TIME (show on map): TRAIN STREET NOON

PARADE ROUTE (show on map): TRAIN ST AROUND CAR SHOW and back

WILL HORSES OR OTHER ANIMALS BE IN PARADE?  Yes [ ] No to TRAIN STREET

If yes, approximately how many animals? Dogs - (20)

**\*You will be responsible for cleaning up after animals participating in the parade\***

WOULD YOU LIKE THE POLICE OR FIRE DEPARTMENT TO PARTICIPATE IN THE PARADE?

Yes [ ] No *\*if they like*

**OTHER:**

ARE YOU PLANNING TO CLOSE SR 162 (WASHINGTON AVE.) TO TRAFFIC? [ ] Yes  No

If Yes, you will need to coordinate with WSDOT to approve the road closure. Visit <https://wsdot.wa.gov/about/contacts> for more information.

ARE YOU PLANNING TO CLOSE ANY OTHER LOCAL STREETS?  Yes [ ] No

If yes, which streets (show on map)?

Calistoga and Train St. (morning of 10/8/22-8AM)

Will the event interfere with access to emergency services or cause undue hardship or excessive noise levels to adjacent businesses and/or residents? (Please explain)

No

What methods will you be using to notify adjacent homeowners/businesses? (Please explain)

We will have approximately 15 volunteers who will be adequately trained to handle notification of a problem to business and or residents

I understand that if deadlines are not met, our event may not be considered for Sponsorship and/or the event may not occur. Initials: [Signature]

If roads are to be closed for any time at all the Applicant/Sponsoring Unit must contact Washington State Department of Transportation (WSDOT) to obtain a permit for the event and provide a copy for the City at least 2 weeks prior to the event. Initials: [Signature]

I understand that in the planning of activity I must allow for a 20ft access for emergency vehicles and also notify adjacent homeowners and businesses. Initials: [Signature]



Permittee agrees to defend, indemnify and save harmless the City of Orting, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City of Orting, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of therefrom, arising out of any activity under or in connection with this event, except only such injury as shall have been occasioned by the sole negligence of the City of Orting, its appointed or elected officers or employees. I also am aware that I must provide \$1,000,000 liability insurance and name the City of Orting as an additional insurer. Initials: \_\_\_\_\_

**Certificate of Insurance in the amount of \$1,000,000 showing the City of Orting as an additional insurer (please attach).**

Name of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

**HOLD HARMLESS STIPULATION:** Permittee covenants and agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, liability, cost and expense. Permittee understands that the Community Event will include the Covered Facilities, Orting Station and the Multi-Purpose Center facilities which are all owned by the City of Orting. Initials: \_\_\_\_\_

**THE UNDERSIGNED APPLICANT HEREBY** warrants that he/she is the authorized representative of the Sponsoring Organization, and further AGREES to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of City's property or from any activity, work or thing done, permitted, or suffered by APPLICANT or public in or about the City's property as a result of the APPLICANT'S use of the City's property.

Initials: \_\_\_\_\_

I declare under penalty of perjury (under the laws of the United States of America) that the foregoing is true and correct.

APPLICANT SIGNATURE: \_\_\_\_\_

DATE: June 11, 2022

PRINT NAME: \_\_\_\_\_

GARY W. GARZA

Title/Role with Organization: \_\_\_\_\_

Event Director

**Facilities are based on a first come, first serve basis. Events do not have special privileges. Applications and all required documents may be mailed or brought in to the following to be added to the yearly calendar:**

Mail to:

City of Orting  
Attention: Special Events  
PO Box 489  
Orting, WA 98360

Or

Stop by:

City Hall  
104 Bridge St S  
Orting, WA 98360

\*If you have questions regarding the application please call (253) 262-7842\*

\*\*A receipt showing payment is NOT approval of the event\*\*

## City of Orting Sponsorship Application

Are you requesting City sponsorship?  Yes  No

If no, please skip to the *FOR ALL SPECIAL EVENTS*

### CITY SPONSORSHIP OF A SPECIAL EVENT:

Some Special Events may qualify for City Sponsorship, according to the City's Special Event Sponsorship Policy. Applicants for City Sponsorship for a Special Event shall comply with the City's Special Event Sponsorship Policy. Applicants are advised to review the City's Policy before requesting City Sponsorship for a Special Event. All City Sponsored Events shall comply with all applicable local, state and federal regulations.

All requests for City Sponsorship are reviewed by the City Council's Community and Government Affairs (CGA) Committee, and Applicants will be required to have a representative attend a CGA Committee meeting to answer any questions regarding the request.

Applicants seeking City Sponsorship must meet these baseline criteria, and to qualify for City Sponsorship the event must abide by all requirements of the Policy, including:

- Hosted by a Non-Profit Organization registered with the Washington Secretary of State, and provide proof of active status;
- Be open to all Orting residents;
- Serve a valid municipal purpose, such as strengthening the City's sense of community or celebrating the City's history.
- All items of the application are completed in full and received by the City 90 days prior to the date of the event;
- A brief letter defining the purpose of the event and the tier of sponsorship requested (Review the Special Event Sponsorship Policy for more information);
- Proof of liability insurance that complies with the terms of Section IV of the City Special Event Sponsorship Policy (you may request a copy of the Special Event Sponsorship policy by emailing [recreation@cityoforting.org](mailto:recreation@cityoforting.org)).

There is no additional fee to apply for City Sponsorship, and Applicants may request sponsorship for a specific "Tier." The City offers two "Tiers" of sponsorship, with differing levels of support offered by the City depending upon the City's determination of the value added by the event to the community:

### Which Tier level of sponsorship are you asking for?

#### **[ ] Tier 1:**

The following are examples of Tier #1 type events and available locations, and any special requirements therefor:

**Gazebo, BBQ Area, or North Park** – Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Organization must also purchase a City Business License Blanket Permit if vendors are participating in the event.

**North Park-** For Events more than 1-day usage, open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Organization must also purchase a City Business License Blanket Permit if vendors are participating in the event.

**Tier 1~ Sponsorship includes:**

- City Logo on Event (all City-Sponsored Events shall place the City Logo on all materials advertising the Event)
- City has a Booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of the above noted facilities at No Fee
- 1 Maintenance Staff for eight (8) hours
- City to hang the banner, provided by the event, over Washington Avenue at no fee.

**Tier 2:**

The following are examples of Tier #2 type events and available locations, and any special requirements therefor:

**Block Train Street/Calistoga/Parking Lots with MPC/Gazebo/North Park-** Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Must purchase a City Business License Blanket Permit if vendors are participating in the event.

**Block Train Street/Calistoga/Washington/Parking Lots with MPC/ Gazebo/North Park-**Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification. Must purchase a City Business License Blanket Permit if vendors are participating in the event.

**Tier 2 ~ Sponsorship Includes:**

- City Logo on Event
- City has a booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of above noted Facilities at No Fee
- Spider Box (2) Usage
- 1 Maintenance Staff for eight (8) hours
- Police Staff for set up/take down of Barricades, Cones, Traffic Signs & Directing Traffic or Police to set up/take down Barricades/Traffic Signs/Cones, but will not stay for the event
- 2 Port-A-Potties
- 1 Dumpster
- Barricades/Cones/Traffic Signs
- City to hang the banner, provided by the event, over Washington Avenue at no fee

If City Sponsorship is authorized by the City Council, the Sponsored Organization will be required to execute an Agreement with the City, acknowledging and agreeing to terms including but not limited to such issues as insurance and indemnification.

**APPENIX A**

**FACILITY RENTAL RATES**

**MULTI-PURPOSE CENTER (MPC)**

The multi-purpose center is located at 202 Washington Ave. S in the same building as the library. This rental includes a large room with a stage (occupancy of 148), a kitchen with 2 stoves, a refrigerator, a freezer, and counter space. This facility also includes tables and chairs. A refundable deposit of \$150 is required to secure this space. If you will be serving alcohol, a \$300 banquet permit will be required.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Full day M-F</b>	\$150.00	\$200.00	\$20.00
<b>Half day (5 hours) M-F</b>	\$100.00	\$150.00	\$20.00
<b>Full day Sat/Sun</b>	\$200.00	\$250.00	\$100.00
<b>Half day (5 hours) Sat/Sun</b>	\$150.00	\$200.00	\$50.00

**ORTING STATION**

The Orting station located at 101 Washington Ave. NW is an open building that includes a large open area, a restroom, some counter space and a sink. This facility does NOT include tables and chairs. A refundable deposit of \$50 is required to secure this space.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Full day (any day)</b>	\$100.00	\$200.00	\$50.00
<b>Half day (5 hours)</b>	\$50.00	\$100.00	\$25.00

**COVERED BBQ AREA**

The covered BBQ area is located in the Main Park at 101 Train St. SW near the Bell Tower. This facility is also near the playground, horse shoe pits and park restrooms. Contact the Lions Club for BBQ racks. Up to 5 picnic tables can be placed under the covered area upon request. A refundable deposit of \$50 is required to secure this space.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Half day (5 hours)</b>	\$30.00	\$60.00	\$20.00

**GAZEBO**

The Gazebo is located in the South Main Park at 102 Train St. SW near the Bell Tower. This facility is also near the basketball court. A refundable deposit of \$50 is required to secure this space.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Half day (5 hours)</b>	\$30.00	\$60.00	\$20.00

For City Use Only

Date Application Received: \_\_\_\_\_ Dept. Meeting Date: \_\_\_\_\_

Event Application Completed:  Yes  No Certificate of Insurance:  Yes  No

Detailed Event Map:  Yes  No WSDOT Street Closure Permit:  Yes  No  N/A



DRAFT

**PRESS RELEASE  
FOR IMMEDIATE RELEASE**

**Date: 6/20/22**

**Use Through: 10/08/22**

**Subject: Orting Pumpkin Fest**

Contact: Gary W. Grape –Event Director

Tacoma Events Commission

4109 E-7 Bridgeport Way W. University Place, WA 98466

253-230-6851 or 253- 507-9357, [gwgrape47@comcast.net](mailto:gwgrape47@comcast.net)

[www.tacomaevents.com](http://www.tacomaevents.com)

## **ORTING PUMPKIN FEST**

This is very exciting news!! After two years having to cancel the Orting Pumpkin Fest due to the Covid 19 Pandemic, WE ARE BACK! The Fourteenth (14th) Annual Orting Pumpkin Fest will take place on Saturday October 8<sup>th</sup> 10:00 AM to 5:00 PM in the City of Orting. Once again the festivities are located in the heart of town in the Orting City Park.

The Orting Pumpkin Fest is a food-oriented festival modeled after similar events in California, Ohio, and Canada. It's a joint effort of the City of Orting, Tacoma Events Commission, Orting Valley Farmers Market and community sponsors. Our mission is to celebrate, promote, and enhance community spirit and pride with an affordable, fun, and family-oriented festival.

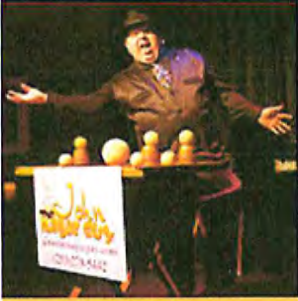
The festival is primarily a food festival that features items prepared with pumpkin as a main ingredient. The eight food booths will be run by professional vendors and by local not-for-profit groups working to raise funds for community projects. Besides lots of good food, the event will include live entertainment (see below) on two stages, 50 art & craft booths, commercial booths, local farmers market, rod and custom car show, games, bounce houses, activities for children, Point Defiance Pirates and the Pumpkin Pet Parade at noon.

The Orting Valley Farmers Market will present local Farms and more at the Orting Station building during Pumpkin Fest, including local wine, honey, produce, locally roasted coffee, plants, and more. Be sure to stop in and pick up great items to take home.


# Worthy Music Ministries' Family Stage Schedule Located at the Gazebo on Train Street

**11:00 AM – 5:00 PM**


## ROVING MAGIC SHOW

All Day	<p>John the Magic Guy will be performing his magic show to the crowds at the Orting Pumpkin Fest. John the Magic Guy performs the very old street performing art called "Busking". A "busker" builds a crowd, performs an act, then passes the hat for tips.</p>	
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## Car Show Stage – By the Orting Station

11:00 AM - 11:45 AM	 Act 1 Theater Production- Scarecrows
------------------------	---

### NOON: PUMPKIN PET PARADE

12:15 PM – 12:45 PM	 Life Christian Eagle Drumline
1:00 – 5:00 PM	 <b>COAL TRAIN EXPRESS</b> Country <i>music</i>

**CITY OF ORTING  
TEMPORARY SIGN APPLICATION**

A temporary sign permit may be approved for a **one-year period of January through December of each year**; an application must be re-submitted each year. Per Orting Municipal Code Signs shall be displayed for no more than a 30-day period and then rotated out with a different sign; allowing a temporary sign to be displayed at all times. All signs must be of good repair, without fading, rips or tattered seams. All temporary signs are subject to Orting Municipal Code (OMC) 13-7-7.

**Temporary Sign:** Any nonpermanent sign intended for use for a short period of time. (OMC. 886, 9-8-2010)

**Banner Sign:** Any temporary sign intended to be hung with or without framing, and possessing characters, letters, illustrations, or ornamentation applied to fabric or similar materials. Flags, insignias, canopy signs, and posters are not considered "banner signs".

**GENERAL INFORMATION:**

Business Name: **THE TACOMA EVENTS COMMISSION/ORTING PUMPKIN FEST** Contact Person **GARY W. GRAPE**

Physical Address:

**4109 E-7 BRIDGEPORT WAY WEST UNIVERSITY PLACE, WA 98466**

Mailing Address:

**SAME AS ABOVE**

Phone Number **253-230-6851** Fax Number **N/A** Email Address: **GWGRAPE47@COMCAST.NET**

**Type of Sign(s):**

Banner Streamer Pennant Fabric sign Sandwich Board **Stake Sign (Yard Sign)**

Balloons Wind animated object other (please explain) \_\_\_\_\_

Date to be installed within city limits: **September 15, 2021** How many signs?   25  

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

*June 16, 2022*

**For Office Use Only:**

Approved \_\_\_\_\_ Denied, If denied reason: \_\_\_\_\_

Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**This application, if approved, is valid from January through December of the current year.**



# ORTING PUMPKIN FEST

SATURDAY, OCTOBER 8<sup>TH</sup>, 2022

## 14<sup>TH</sup> ANNUAL CUSTOM & ROD SHOW

OPEN SHOW FOR CARS, TRUCKS & MOTORCYCLES

LOCATED IN ORTING CITY PARK at CALISTOGA & WASHINGTON AVE.

### PUMPKIN FEST – SATURDAY HIGHLIGHTS

Live Music next to the car show

Food booths featuring at least one pumpkin recipe on the menu

Arts & Crafts vendors, second stage, games and amusements



THE PRE-REGISTRATION ENTRY FEE IS ONLY \$25  
DAY OF EVENT REGISTRATION IS \$30

SPECIAL INTEREST CARS & TRUCKS • ANTIQUES • CLASSICS • STREET RODS • MOTORCYCLES

MOVE-IN STARTS AT 8:00 AM (not before please) AND ENDS AT 10:00 AM

Enter from SR 162 (Washington Avenue) turn toward the Shell station onto Whitesell St. NW then left onto Corrin Ave. NW and left at Leber St. NW to enter the park.

The Pumpkin Fest begins at 10:00 a.m. and runs until 5:00 p.m.

**THE FIRST 100 PRE-REGISTERED CARS WILL RECEIVE DASH PLAQUES.**

Trophy Presentation 4:00 PM

“Best in Show”

*For more information about the Orting Pumpkin Fest, please visit:*

[www.TacomaEvents.com](http://www.TacomaEvents.com)

For car show information contact **Larry Hanson** (253) 377-2525 [LarryHanson@N21mail.net](mailto:LarryHanson@N21mail.net)

Please keep the top part then fill out and return the bottom part of this entry form with a check made out to the **Orting Pumpkin Fest**, 4925 98th Ave Ct NW, Gig Harbor, WA 98335

Please retain the top part of this form with your arrival instructions. Return the bottom part with you payment to register.

Pre-registration – Orting Pumpkin Fest Custom & Rod Show

PRINT NAME: \_\_\_\_\_ PRINT ADDRESS: \_\_\_\_\_

PHONE #: (\_\_\_\_) \_\_\_\_\_ E-MAIL: \_\_\_\_\_

VEHICLE DESCRIPTION: \_\_\_\_\_

**NO REFUNDS**



**PRESS RELEASE  
FOR IMMEDIATE RELEASE**

**Date:**

**Use Through: 10/20/22**

**Subject: Orting Pumpkin Fest**

Contact: Gary W. Grape –Event Director

Tacoma Events Commission

4109 E-7 Bridgeport Way W. University Place, WA 98466

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**CITY OF ORTING**

110 TRAIN ST. SE • P.O. BOX 489  
ORTING, WA 98360-0489  
(360) 893-2219

**Small Town Big View**

Receipt Number: **24814**

Two Hundred and 0/100's Dollars  
Received From:

Tacoma Events Commission  
4109 Bridgeport Way W. Ste E7  
University Place, WA 98466

Date	Receipt Number	Amount
6/27/2022	24814	\$200.00

Printed By DCharchenko	Check	3948	\$200.00
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001.362.40.04.00 - Special Event Application Fee - Pumpkin Fest - 06/27/22

DEPARTMENT COPY



**CITY OF ORTING**

110 TRAIN ST. SE • P.O. BOX 489  
ORTING, WA 98360-0489  
(360) 893-2219

**Small Town Big View**

Receipt Number: **24815**

One Hundred and 0/100's Dollars  
Received From:

Tacoma Events Commission  
4109 Bridgeport Wa W Ste E7  
University Place, WA 98466

Date	Receipt Number	Amount
6/27/2022	24815	\$100.00

Printed By DCharchenko	Check	3947	\$100.00
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001.362.40.04.00 - Blanket Vendor - Pumpkin Fest - 06/27/22

DEPARTMENT COPY



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Orting Red Hat Days Sponsorship	<b>AB22-72</b>	<b>CGA</b>		
		<b>8.10.2022</b>	<b>8.17.2022</b>	<b>8.31.2022</b>
	<b>Department:</b>	Clerk		
	<b>Date Submitted:</b>	<b>7.28.2022</b>		
<b>Cost of Item:</b>	<u>\$N/A</u>			
<b>Amount Budgeted:</b>	<u>\$N/A</u>			
<b>Unexpended Balance:</b>	<u>\$ N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	Approval as soon as possible			
<b>Submitted By:</b>	Kim Agfalvi			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Application				
<b>SUMMARY STATEMENT:</b>				
<p>The City received an application for sponsorship from Orting Red Hat Days. Policy requires that the City Council review and approve all applications for sponsorship, and determine whether an event qualifies for sponsorship (after review and approval of the application by the Community &amp; Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> <li>1. Allow all citizens to reasonably participate;</li> <li>2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and;</li> <li>3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City.</li> </ol>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Move forward to regular business meeting on August 31st, 2022 as a consent agenda item.				
<b>RECOMMENDED MOTION: <u>Motion:</u></b>				
To approve Resolution No. 2022-21, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of Orting Red Hat Days.				

**CITY OF ORTING  
WASHINGTON  
RESOLUTION NO. 2022-21**

**A RESOLUTION OF THE CITY OF ORTING,  
WASHINGTON, DECLARING A PUBLIC PURPOSE AND  
AUTHORIZING CITY SPONSORSHIP OF THE ORTING  
RED HAT DAYS**

---

**WHEREAS**, the City of Orting has adopted a Special Event Sponsorship Policy (the “Policy”) to extend City-sponsorship to events that the City Council determines serve valid municipal purposes; and

**WHEREAS**, in accordance with the Policy, sponsorship is extended to events upon application, on a case-by-case basis and at various levels of support depending on the value the event has for the community; and

**WHEREAS**, upon a declaration by the City Council that a particular event qualifies for sponsorship, the event may be entitled to use of city facilities and services without charge; and

**WHEREAS**, the City received an application for sponsorship from the Orting Red Hat Days; and

**WHEREAS**, the City Council’s Community & Government Affairs Committee reviewed the application on August 3, 2022, and recommended approval of the application; and

**WHEREAS**, the City Council finds that the Orting Red Hat Days has been an institution of public service for many years, is open to the public, and serves the valid municipal purposes of providing an opportunity for strengthening the City’s sense of community and celebrating the agricultural assets that are fundamental to the City; and

**WHEREAS**, the City Council finds that the Orting Red Hat Days application meets the requirements of the City’s Policy, and qualifies for City-sponsorship as an event serving valid municipal purposes; and

**NOW, THEREFORE**, the City Council of the City of Orting, Washington, do resolve as follows:

**Section 1. Declaration of Public Purpose.** The City Council declares that the Orting Red Hat Days is an event open to the public, which serves the valid municipal purposes described herein.

**Section 2. Authorization for Sponsorship of Event.** The City Council authorizes the City’s sponsorship of the Orting Red Hat Days, pursuant to the City’s Policy, at the Tier # 2 level. This authorization extends to the event identified on the Orting Red Hat Days application

for sponsorship, on Saturday, October 1, 2022 from 7:30am– 5:00pm. The Mayor is authorized to enter into a contract with the Orting Red Hat Days to memorialize the City’s sponsorship described herein.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 31st DAY OF AUGUST, 2022.**

CITY OF ORTING

---

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

---

Kimberly Agfalvi, City Clerk

Approved as to form:

---

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



City of Orting  
 104 Bridge St S • PO Box 489 • Orting, WA 98360  
 Phone: 360-893-2219 or 253-262-7842  
 Fax: 360.893.6809  
 Email: recreation@cityoforting.org  
 Web: www.cityoforting.org

## SPECIAL EVENT APPLICATION

**Definition:** A Special Event is an activity which occurs upon public or private property that will affect the standard and ordinary use of public streets, rights-of-way, sidewalks, parks/facilities and/or which requires extraordinary levels of City Services. This includes, but is not limited to; fairs, festivals, carnivals, circus, sporting events, foot runs that utilize City parks and facilities, cycling events, block parties, markets, parades, exhibitions, auctions, dances, riding galleries, theatrical, musical entertainments, motion picture filming, etc.

**Application:** This completed application, a detailed event map showing where the event will take place, a certificate of insurance naming the City of Orting as an additional insurer for this event in the amount of \$1,000,000.00, and any other pertinent information, along with the Special Event fee (\$200) must be submitted to the City of Orting at least ninety (90) days prior to event. Upon receipt, a meeting with City Department Heads will be scheduled. It is required that the applicant meet with Department Heads in a scheduled meeting to go over the Special Event Application to assure guidelines and preparation prior to the event. After this meeting, you will be notified if your event has been approved. Failure to meet any deadlines required by the City of Orting may result in cancelation of the event. **Applicant initials:** EW

NAME OF APPLICANT: ELISA Wells-Henderson

NAME OF ORGANIZATION: Orting Red Hat Days

ARE YOU NON-PROFIT:  Yes [ ] No IF YES, UBI#: \_\_\_\_\_

MAILING ADDRESS: 20411 190th Ave E, Orting, WA 98360

EMAIL ADDRESS: ortingredhatdays@gmail.com

NAME OF EVENT: Orting Red Hat days

TYPE OF EVENT (parade, festival, etc.): Parade, festival

DATE(S) OF EVENT: Oct 1 2022

TIME(S) OF EVENT: Set-Up 7:30 AM Start of Event 10am  
 End of Event 4pm Exit Time 5pm

PRIMARY CONTACT NAME: ELISA Wells PHONE: (253) 232-5629  
 PRIMARY CONTACT EMAIL: Ortingredhatday@gmail.com  
 DAY OF CONTACT NAME: ELISA Wells PHONE: ↑  
 DAY OF CONTACT EMAIL: same  
 ALTERNATE CONTACT: Janis Maki PHONE: (253) 651-8504

**FOR ALL SPECIAL EVENTS:**

**TYPE OF EVENT:**

- Festival/Carnival/Fair
- Parade
- Run/Race (If you do not require the use of City parks or facilities, you do not need to complete this application. You will need to submit a separate trail use application.)
- Walk Procession/Organized Rally
- March
- Block Party
- Demonstration
- Other (Specify) \_\_\_\_\_

**FACILITIES & PARKS USAGE REQUESTED (please attached rental rates):**

- BBQ Area
- Gazebo
- Basketball Court
- City Park grass areas (south)
- Multi-Purpose Center (MPC)
- Orting Station
- Fountain Pavilion
- North Park grass area

**If the Event is providing for the following, what arrangements will be in place?**

Will you have additional garbage service and where will they be placed (show on Map)?  
yes - we will need a small dumpster.

Will you have adequate restroom facilities and where will they be placed (show on Map)?  
yes - we need sandycans.

Will there be any open flame, cooking facilities or gas cylinders (show on Map)?  
yes.

**ADDITIONAL SERVICES:** Will you need additional services for a Non-Sponsored event, or from the City that are not covered under Tier 1 or Tier 2 for a Sponsored Event?  Yes  No



<u>City Services</u> (please mark all that apply)	<u>Price</u>	<u>Total Price</u>
<input checked="" type="checkbox"/> 1 Public Work staff	\$75/hr x ___ hrs	\$ _____
<input checked="" type="checkbox"/> 1 Police Officer	\$85/hr x ___ hrs	\$ _____
<input checked="" type="checkbox"/> 1 Dumpster	\$20/event	\$ _____
<input checked="" type="checkbox"/> 2 Standard Port-a-Potties(Delivery/Pick Up/Cleaning)	\$150/event	\$ _____
<input checked="" type="checkbox"/> Electricity (2 Spider Boxes)	\$50/event	\$ _____
<input checked="" type="checkbox"/> Audio/PA system (Does not include a DJ)	\$75/event	\$ _____
<input checked="" type="checkbox"/> Barricades (Must provide placement on map)	\$50/event	\$ _____
[ ] Street Sweeper (man power/vehicle)	\$150/hr x ___ hrs	\$ _____
[ ] Portable Trailer Sign	\$50/day x ___ days	\$ _____
<input checked="" type="checkbox"/> Banner (Banner request required)	\$195 (up for 2 weeks only)	\$ _____
<input checked="" type="checkbox"/> Facility Rental Fees & Deposits	\$ Varies	\$ _____
*See attached rental rates**		
<input checked="" type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ _____
Total For Special Event Services		\$ _____
Special Event Fee		\$200
<b>TOTAL TO BE PAID</b>		\$ _____

**BANNER REQUEST:** Please complete the following if you would like a banner in place across Washington Ave./SR 162 before and/or during your event.

**Banner must meet the following requirements:** Banner shall not be larger than 24 feet wide and 36 inches high. Banner shall maintain minimal vertical clearance to overhead utility lines set forth by PSE. Banners shall have wind load relief flaps eighteen (18) inches wide and ten (10) inches high spaced at a density of one flap for each ten (10) square feet of surface area. Relief flaps shall be spaced uniformly to provide uniform wind load reduction. Banners shall have two (2) inch high vinyl coated nylon strip (13oz) securely sewn along top and bottom.

Requested period for the banner to be displayed: 9/17/22 through 10/2/22

**\*The banner may only be across SR 162 for 2 weeks\***

Material Type: Vynal Size: 3' x 15' Thickness: Thick vynal

How many cuts are on banner? 8 One sided or two-sided?  One [ ] Two

**VENDORS:** Will there be any vendors?  Yes [ ] No

If yes, vendors are required to purchase a City of Orting Business License through the State of Washington prior to the event or the Applicant (Event) must purchase a Blanket License to cover all vendors. (Resolution 2011-12)

It will be the responsibility of the Event Coordinator to ensure vendor parking does not block Orting Businesses on Washington Ave., Van Scoyoc Ave. or customer parking areas next to the parks or businesses with exceptions determined by the City of Orting.

**PARADE INFORMATION:** Will a parade be part of this event?  Yes [ ] No

If yes, please answer the following:

PARADE START TIME: 1pm START LOCATION (show on map): in front of Buckleys

STAGING AREA – WHERE/WHAT TIME (show on map): 12:00 Buckleys →

PARADE ROUTE (show on map): in front of Eagles then L

WILL HORSES OR OTHER ANIMALS BE IN PARADE?  Yes [ ] No

If yes, approximately how many animals? under 20 - unk.

**\*You will be responsible for cleaning up after animals participating in the parade\***

WOULD YOU LIKE THE POLICE OR FIRE DEPARTMENT TO PARTICIPATE IN THE PARADE?

Yes [ ] No

**OTHER:**

ARE YOU PLANNING TO CLOSE SR 162 (WASHINGTON AVE.) TO TRAFFIC?  Yes [ ] No

If Yes, you will need to coordinate with WSDOT to approve the road closure. Visit <https://wsdot.wa.gov/about/contacts> for more information.

ARE YOU PLANNING TO CLOSE ANY OTHER LOCAL STREETS?  Yes [ ] No

If yes, which streets (show on map)?

Will the event interfere with access to emergency services or cause undue hardship or excessive noise levels to adjacent businesses and/or residents? (Please explain)

NO

What methods will you be using to notify adjacent homeowners/businesses? (Please explain)

Signs posted. Facebook posts

I understand that if deadlines are not met, our event may not be considered for Sponsorship and/or the event may not occur. Initials: W

If roads are to be closed for any time at all the Applicant/Sponsoring Unit must contact Washington State Department of Transportation (WSDOT) to obtain a permit for the event and provide a copy for the City at least 2 weeks prior to the event. Initials: W

I understand that in the planning of activity I must allow for a 20ft access for emergency vehicles and also notify adjacent homeowners and businesses. Initials: W

Permittee agrees to defend, indemnify and save harmless the City of Orting, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City of Orting, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of therefrom, arising out of any activity under or in connection with this event, except only such injury as shall have been occasioned by the sole negligence of the City of Orting, its appointed or elected officers or employees. I also am aware that I must provide \$1,000,000 liability insurance and name the City of Orting as an additional insurer. Initials: u

**Certificate of Insurance in the amount of \$1,000,000 showing the City of Orting as an additional Insurer (please attach).**

Name of Insurance Company: Farmers / Tapco

Policy Number: \_\_\_\_\_

**HOLD HARMLESS STIPULATION:** Permittee covenants and agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, liability, cost and expense. Permittee understands that the Community Event will include the Covered Facilities, Orting Station and the Multi-Purpose Center facilities which are all owned by the City of Orting. Initials: u

**THE UNDERSIGNED APPLICANT HEREBY** warrants that he/she is the authorized representative of the Sponsoring Organization identified in Section II of this Application, and further AGREES to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of City's property or from any activity, work or thing done, permitted, or suffered by APPLICANT or public in or about the City's property as a result of the APPLICANT'S use of the City's property. Initials: u

I declare under penalty of perjury (under the laws of the United States of America) that the foregoing is true and correct.

APPLICANT SIGNATURE: [Signature] DATE: 6/23/22

PRINT NAME: ELISA Wells-Henderson

Title/Role with Organization: Treasurer

**Facilities are based on a first come, first serve basis. Events do not have special privileges. Applications and all required documents may be mailed or brought in to the following to be added to the yearly calendar:**

Mail to:  
City of Orting  
Attention: Special Events  
PO Box 489  
Orting, WA 98360

Or

Stop by:  
City Hall  
104 Bridge St S  
Orting, WA 98360

**\*If you have questions regarding the application please call (253) 262-7842\***  
**\*\*A receipt showing payment is NOT approval of the event\*\***

## City of Orting Sponsorship Application

**Are you requesting City sponsorship?**  Yes  No

If no, please skip to the *FOR ALL SPECIAL EVENTS*

### CITY SPONSORSHIP OF A SPECIAL EVENT:

Some Special Events may qualify for City Sponsorship, according to the City's Special Event Sponsorship Policy. Applicants for City Sponsorship for a Special Event shall comply with the City's Special Event Sponsorship Policy. Applicants are advised to review the City's Policy before requesting City Sponsorship for a Special Event. All City Sponsored Events shall comply with all applicable local, state and federal regulations.

All requests for City Sponsorship are reviewed by the City Council's Community and Government Affairs (CGA) Committee, and Applicants will be required to have a representative attend a CGA Committee meeting to answer any questions regarding the request.

Applicants seeking City Sponsorship must meet these baseline criteria, and to qualify for City Sponsorship the event must abide by all requirements of the Policy, including:

- Hosted by a Non-Profit Organization registered with the Washington Secretary of State, and provide proof of active status;
- Be open to all Orting residents;
- Serve a valid municipal purpose, such as strengthening the City's sense of community or celebrating the City's History.
- All items of the application are completed in full and received by the City 90 days prior to the date of the event;
- A brief letter defining the purpose of the event and the tier of sponsorship requested (see Section III of this Application for more information);
- Proof of liability insurance that complies with the terms of Section IV of the City Special Event Sponsorship Policy.

There is no additional fee to apply for City Sponsorship, and Applicants may request sponsorship for a specific "Tier." The City offers two "Tiers" of sponsorship, with differing levels of support offered by the City depending upon the City's determination of the value added by the event to the community:

### Which Tier level of sponsorship are you asking for?

#### **[ ] Tier 1:**

The following are examples of Tier #1 type events and available locations, and any special requirements therefor:

**Gazebo, BBQ Area, or North Park** – Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Organization must also purchase a City Business License Blanket Permit if vendors are participating in the event.

**North Park-** For Events more than 1-day usage, open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Organization must also purchase a City Business License Blanket Permit if vendors are participating in the event.

**Tier 1~ Sponsorship includes:**

- City Logo on Event (all City-Sponsored Events shall place the City Logo on all materials advertising the Event)
- City has a Booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of the above noted facilities at No Fee
- 1 Maintenance Staff for eight (8) hours
- City to hang the banner, provided by the event, over Washington Avenue at no fee.

**Tier 2:**

The following are examples of Tier #2 type events and available locations, and any special requirements therefor:

**Block Train Street/Calistoga/Parking Lots with MPC/Gazebo/North Park-** Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification requirements. Must purchase a City Business License Blanket Permit if vendors are participating in the event.

**Block Train Street/Calistoga/Washington/Parking Lots with MPC/ Gazebo/North Park-**Open to nonprofit organizations registered Active with Secretary of State, and must comply with City's insurance and indemnification. Must purchase a City Business License Blanket Permit if vendors are participating in the event.

**Tier 2 ~ Sponsorship Includes:**

- City Logo on Event
- City has a booth at No Charge
- Posting of the Event on the City Reader Board
- Posting of the Event on the City Website and Facebook
- Usage of above noted Facilities at No Fee
- Spider Box (2) Usage
- 1 Maintenance Staff for eight (8) hours
- Police Staff for set up/take down of Barricades, Cones, Traffic Signs & Directing Traffic or Police to set up/take down Barricades/Traffic Signs/Cones, but will not stay for the event
- 2 Port-A-Potties
- 1 Dumpster
- Barricades/Cones/Traffic Signs
- City to hang the banner, provided by the event, over Washington Avenue at no fee

If City Sponsorship is authorized by the City Council, the Sponsored Organization will be required to execute an Agreement with the City, acknowledging and agreeing to terms including but not limited to such issues as insurance and indemnification.

## FACILITY RENTAL RATES

### MULTI-PURPOSE CENTER (MPC)

The multi-purpose center is located at 202 Washington Ave. S in the same building as the library. This rental includes a large room with a stage (occupancy of 148), a kitchen with 2 stoves, a refrigerator, a freezer, and counter space. This facility also includes tables and chairs. A refundable deposit of \$150 is required to secure this space. If you will be serving alcohol, a \$300 banquet permit will be required.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Full day M-F</b>	\$150.00	\$200.00	\$20.00
<b>Half day (5 hours) M-F</b>	\$100.00	\$150.00	\$20.00
<b>Full day Sat/Sun</b>	\$200.00	\$250.00	\$100.00
<b>Half day (5 hours) Sat/Sun</b>	\$150.00	\$200.00	\$50.00

### ORTING STATION

The Orting station located at 101 Washington Ave. NW is an open building that includes a large open area, a restroom, some counter space and a sink. This facility does NOT include tables and chairs. A refundable deposit of \$50 is required to secure this space.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Full day (any day)</b>	\$100.00	\$200.00	\$50.00
<b>Half day (5 hours)</b>	\$50.00	\$100.00	\$25.00

### COVERED BBQ AREA

The covered BBQ area is located in the Main Park at 101 Train St. SW near the Bell Tower. This facility is also near the playground, horse shoe pits and park restrooms. Contact the Lions Club for BBQ racks. Up to 5 picnic tables can be placed under the covered area upon request. A refundable deposit of \$50 is required to secure this space.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Half day (5 hours)</b>	\$30.00	\$60.00	\$20.00

### GAZEBO

The Gazebo is located in the South Main Park at 102 Train St. SW near the Bell Tower. This facility is also near the basketball court. A refundable deposit of \$50 is required to secure this space.

	<b>Resident</b>	<b>Non-Resident</b>	<b>Non-Profit Organization</b>
<b>Half day (5 hours)</b>	\$30.00	\$60.00	\$20.00

For City Use Only

Date Application Received: \_\_\_\_\_ Dept. Meeting Date: \_\_\_\_\_

Event Application Completed:  Yes  No Certificate of Insurance:  Yes  No

Detailed Event Map:  Yes  No WSDOT Street Closure Permit:  Yes  No  N/A

Application Approved:  Yes  No Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Total Fee Amt \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ Receipt # \_\_\_\_\_

NOTES:

NBP022Y1408 Version 3

Quote is valid until 8/6/2022

To: **Orting Red Hat Days**

Please bind effective: 09/30/2022

Insured email address: ortingredhatdays@gmail.com

Insured phone number: (253) 232-5629

Confirm optional coverages:

Do not include any optional coverages.

Include the following optional coverages from Section VI

(Taxes & Fees may apply to optional premium if purchased)

Option 1 - (add: \$55.00) - Equipment Breakdown

Option 2 - (add: \*\$100.00) - Terrorism Coverage

\*See Terrorism Section for Exact Pricing and Terms

From: Jerome Dickson

jdickson1@farmersagent.com

**I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS**

<b>BUSINESSOWNERS POLICY INFORMATION</b>	
Carrier:	Mount Vernon Fire Insurance Company
Status:	Non-admitted
A.M. Best Rating:	A++ (Superior) - XII
<b>COVERAGE PART</b>	<b>PREMIUM</b>
Businessowners	\$395.00
<b>PLEASE REFER TO THE EXCESS LIABILITY QUOTE #XSL022U6715 IF HIGHER LIMITS OF LIABILITY ARE DESIRED.</b>	
<b>TOTAL PREMIUM DUE TO CARRIER</b>	<b>\$395.00</b>
<b>ADDITIONAL COSTS</b>	
Wholesaler Broker Fee	\$125.00
Washington Surplus Lines Tax (2.000%)	\$10.40
Washington Stamping Fee (.100%)	\$.52
<b>TOTAL AMOUNT DUE</b>	<b>\$530.92</b>

**This account is subject to the following - Sections A, B and C:**

Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or rescind this quote if the information provided in the completed application is different from the original submission or there is a significant change in the risk from the date it was quoted.

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*



**A. Prior To Bind Requirements:**

- Does the organization host, sponsor or organize any special events (additional premium may apply)?
- If yes, provide the following:
- What is the number of event days with up to 250 attendees?
- What is the number of event days with 251 - 2,500 attendees? (Please note we will exclude events with over 2,500 attendees)
- What is the number of event days where the organization serves or permits alcohol in exchange for a charge or donation?
- Is the organization in the business to manufacture, sell or distribute alcoholic beverages?

**B. Items Required Within 21 days of the inception of coverage:**

- No Items Required Within 21 Days

**C. Underwriting Notes:**

- This quote is subject to there being no active wildfires within 25 miles / 50 kilometers of the risk at the time of binding.
- Please note: If only the property coverage is desired, pricing is subject to change.
- Special Events with Liquor Liability must be scheduled on the policy to be covered. Please complete the Non Profit Package Special Event/Liquor Liability Addendum (NPP ADD SPE 10-04) for each event where liquor liability is requested for review and consideration.
- This quote does not contemplate special events. We must be notified if the applicant will host, sponsor or organize any special events so we can properly add the exposure to the quote.

**II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS**

Location #1 - 20411 190th Ave E, Orting, WA 98360

Construction: Frame / Protection Class: 6

**Property Coverage**

Perils: Special

Coverage	Limit	Deductible	Valuation	Rate	Premium
Business Personal Property	\$5,000	\$1,000	Replacement Cost		Included
Business Income and Extra Expense	\$25,000	N/A	Not Applicable		Included

Property Coverage Premium for Location #1: \$50 MP

**Coverages automatically provided by Businessowners coverage form**

Business Personal Property - automatic increase	25% during peak season	Business Personal Property at newly acquired locations	\$100,000
Business Personal Property not at premises	\$10,000	Outdoor Property (including trees, shrubs, and plants)	\$500 per tree/shrub/plant - \$2,500 total limit
Exterior Building Glass	Up to Business Personal Property	Signs attached to the Building	\$1,000
Increased Cost of Construction	\$10,000 - Only when Building coverage with Replacement Cost is provided	Valuable Papers & Records	\$10,000 (\$5,000 not at premises)
Accounts Receivable	\$10,000 (\$5,000 not at premises)	Personal Effects	\$2,500
Forgery and Alteration	\$2,500	Money Orders and Counterfeit Paper Currency	\$1,000
Fire Department Service Charge	\$1,000		

**Warranted Property Conditions**

- All electric is on functioning and operational circuit breakers [P-6]
- Functioning and operational smoke/heat detectors in all units or occupancies [P-5]

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

**Liability Coverage**

Description	Fire Code	Class Code	Basis	Exposure	Prod/CompOps Rate	All Other Rate	Prod/CompOps Premium	All Other Premium
Art / Cultural Organization - no premises owned or leased - Not-for-Profit only	0757	41670	Members	10	0.000	2.203	\$0	\$22
				Per Members				
Blanket Additional Insured - Non-Profit Package		49950	Flat	1	0.000	100.000	\$0	\$100
				Flat				

Liability Coverage Premium for Location #1: \$345 MP

Total for Location: \$395

**III. LIABILITY LIMITS OF INSURANCE**

**BUSINESSOWNERS GENERAL LIABILITY**

Liability and Medical Expense	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damage To Premises Rented to You	\$100,000
General Aggregate	\$2,000,000
General Liability Deductible	\$0

**IV. REQUIRED FORMS & ENDORSEMENTS**

**Common Endorsements**

2110WA	(04/15) Service Of Suit	BP-48	(05/16) Exclusion – Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen
BP0003	(01/10) Businessowners Coverage Form	BP-49	(01/13) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead
BP0417	(01/10) Employment-Related Practices Exclusion	BP-58	(05/07) Animal Exclusion
BP-103	(01/15) Exclusion Of War, Military Action And Terrorism (Coverage For Certain Fire Losses)	BP-59	(02/13) Exclusion - Athletic Activity Or Sport Participants
BP-11	(05/04) Exclusion - Fiduciary Liability and Financial Services	BP-60	(05/07) Exclusion For Bleacher Collapse
BP-115	(07/08) Protective Devices Or Services Provisions	BP-65	(05/07) Exclusion For Mechanical Rides
BP-145 NPP	(06/10) Blanket Additional Insured Endorsement	BP-8	(02/09) Limits Of Insurance Under Multiple Coverage Parts
BP-15	(07/04) Business Income and Extra Expense Limit	BP-88	(04/06) Expanded Definition of Bodily Injury
BP1505	(05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included	BP-90	(04/14) Who Is An Insured Clarification Endorsement
BP-152	(01/13) Separation of Insureds Clarification Endorsement	BP-95	(05/07) Exclusion For Climbing, Rebounding And Interactive Games And Devices
BP1560	(02/21) Cyber Incident Exclusion	BP-96	(05/07) Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
BP-165	(05/18) Exclusion - Specific Activities, Events or Conditions or Over 2,500 People	BP-97	(05/07) Exclusion For Event Vendor/Exhibitor & Contractor
BP-168	(11/11) Exclusion - Injury To Performers Or Entertainers	Jacket	(07/19) Policy Jacket
BP-179 NBP	(12/17) Amendment of Liquor Liability Exclusion	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
BP-40	(03/11) Molestation Or Abuse Exclusion		

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

**V. OFFER OF OPTIONAL COVERAGE(S)**

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

	<b>Coverage</b>	<b>Additional Premium</b>
Option 1	Equipment Breakdown	\$55.00

**Important Information**

- Addresses potential gaps in coverage by providing coverage for
  - Mechanical Breakdown, Electrical Arcing
  - Loss or damage to hot water boilers & steam equipment
  - Steam explosion of boilers, piping, engines & turbines
  - \$250,000 limit for Refrigeration Contamination
  - \$250,000 limit for Perishable Goods Spoilage
- If this coverage is purchased, add BP-47 Equipment Breakdown
- Includes free jurisdictional inspections (as required by law or regulation)

	<b>Coverage</b>	<b>Additional Premium</b>
Option 2	Terrorism Coverage	\$100.00

**Important Information**

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act of 2015, is available for an additional premium of \$100 or 5.00% of the total applicable premium, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*



## Specialty Non Profit Package Application

Package Policy designed for office based Non Profit organizations (including, but not limited to Chamber of Commerce, Trade Associations, Business Associations and Charitable Organizations).

Please complete all sections of this application and have signed by the applicant.

### GENERAL INFORMATION

Name Of Organization: Orting Red Hat Days

Mailing Address: 20411 190th Ave E

City: Orting State: WA Zip Code: 98360

Location Address: 20411 190th Ave E  Same as mailing address

City: Orting State: WA Zip Code: 98360

Website Address: \_\_\_\_\_ Email Address: ortingredhatdays@gmail.com

### APPLICANT ELIGIBILITY

Are there past, pending or planned foreclosures and/or bankruptcies or judgments for unpaid taxes against the named insured or any officer, partner, member or owner, individually within the last five years?  Yes  No

Has Insurance coverage been cancelled or non-renewed in the past three years? (not applicable in MO)  Yes  No

Does the organization have tax exempt status by the I.R.S.?  Yes  No

Is organization involved with any of the following services: Current or future construction or renovation projects, land acquisition, adoption/foster care, legal, medical/dental, financial, publishing, medical journal publication, real estate listings, research and development, or involved in activism?  Yes  No

Does the organization perform any operations located outside the U.S., or organize any international travel or international activities?  Yes  No

Are direct social service programs including but not limited to thrift store operations, counseling and referral services, residential shelters, day/overnight camps, or healthcare provided?  Yes  No

Is the applicant operating as a nonprofit?  Yes  No

### LOCATIONS OF COVERAGES AND CORRESPONDING CLASSIFICATIONS

#### Location #1

Address	City	State	Zip
20411 190th Ave E	Orting	WA	98360

Construction: Frame Protection Class: 6 No. of Stories: \_\_\_\_\_ Total Square Footage: \_\_\_\_\_

Year Built: 2010 Years at this location: 5 Roof Age: 1

Roof Type:  Flat  Shingle  Wood Shake  Metal  Tile  Slate  Other \_\_\_\_\_

Plumbing:  PVC  Copper  Lead  Iron  Galvanized  Other \_\_\_\_\_

Updates: Plumbing: \_\_\_\_\_ Electrical: \_\_\_\_\_ Heating: \_\_\_\_\_

<b>Protective Devices:</b>	<input type="checkbox"/> Functional & operational smoke detectors		
	<input type="checkbox"/> Burglar Alarm	<input type="checkbox"/> Central Station	<input type="checkbox"/> Local
	<input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Central Station	<input type="checkbox"/> Local
	<input type="checkbox"/> Sprinkler System _____ % of the building		
<b>Cause of Loss:</b>	<input checked="" type="checkbox"/> Special Form	<input type="checkbox"/> Broad Form	<input type="checkbox"/> Basic Form
<b>Exclusions:</b>	<input type="checkbox"/> Wind & Hail	<input type="checkbox"/> Water Damage	<input type="checkbox"/> Theft <input type="checkbox"/> Sprinkler Leakage
<b>Deductible:</b>	<input type="checkbox"/> \$500	<input checked="" type="checkbox"/> \$1,000	<input type="checkbox"/> \$2,500 <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other _____

Coverage	Limit	Additional Information
----------	-------	------------------------

Business Personal Property	\$5,000	Co-Insurance: <input checked="" type="checkbox"/> 80% <input type="checkbox"/> 90% <input type="checkbox"/> 100%
		Valuation: <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value
Business Income and Extra Expense	\$25,000	Co-Insurance: <input type="checkbox"/> 80% <input type="checkbox"/> 90% <input checked="" type="checkbox"/> 100%
		Valuation: <input type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value

**UNDERWRITING INFORMATION FOR LOCATION #1**

Classification	Premium Basis	Exposure	Applicable Sq. Ft.
Art / Cultural Organization - no premises owned or leased - Not-for-Profit only	Members	10	
Blanket Additional Insured - Non-Profit Package	Flat	1	

**PROPERTY ELIGIBILITY**

Do all public areas, occupancies and/or habitational units have functioning and operational smoke and/or heat detectors?  Yes  No

Are there functioning and operational fire extinguishers readily available?  Yes  No

For any building built prior to 1978, is 100 percent of the wiring on functioning and operational circuit breakers?  Yes  No

**GENERAL LIABILITY ELIGIBILITY**

Do all public areas, occupancies and/or habitational units have functioning and operational smoke and/or heat detectors?  Yes  No

For any building built prior to 1978, is 100 percent of the wiring on functioning and operational circuit breakers?  Yes  No

**LOSS HISTORY**

**Property**

Please provide detail below

Year	Status	Incurred	Description
2020-2021			None
2019-2020			None
2021-2022			None

**Liability**

Please provide detail below

Year	Status	Incurred	Description
2020-2021			None
2019-2020			None
2021-2022			None

**Tennessee, Virginia and Washington Fraud Statement** : It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Retail Agency Name: Jerome Dickson DBA: 79102V License #: \_\_\_\_\_

Main Agency Phone Number: (360) 8728-8652

Agency Mailing Address: PO BOX 844

City: Orting State: WA Zip: 98360

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's Signature:  Title: 7/5/22 Date: 06/29/2022

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

### **REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE**

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

<input checked="" type="checkbox"/>	<b>I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.</b>
<input type="checkbox"/>	<b>I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.</b>

Elisa Henderson

Applicant Name (Print)

Authorized Signature

Orting Red Hat Days

Named Insured

06/29/2022

Date



## Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <https://www.usli.com/privacy-policy/>.



RESOURCES TO HELP YOUR BUSINESS GROW!

As a policyholder through USLI or Devon Park Specialty, you have access to many free and discounted services through the Business Resource Center that will assist you in operating, growing and protecting your business. Consider the following services and associated cost savings when deciding where to place your insurance!

HUMAN RESOURCES



- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Resources for recruiting and training as well as termination and administration

PRE-EMPLOYMENT AND TENANT SCREENINGS



- » Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- » Best practices for performing a background check
- » Discounted tenant and drug screenings and motor vehicle reports (MVRs)

PAYROLL AND TAXES



- » Discounted payroll processing and tax services tailored for either a small or large business

CYBER RISK



- » Materials about securing personal and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan

MARKETING

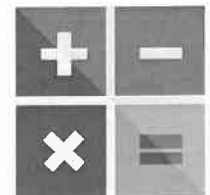


- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

SAFETY



- » Free on-site safety and occupational health consultation for your business
- » Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol and food server safety training for your staff and servers
- » Discounted CPR and first aid training
- » Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse, and more



Try our cost-savings calculator to see how much you could save!



Enclosed you will find an annual **admitted** Excess General Liability Coverage for Orting Red Hat Days. The quote number is XSL022U6715 Version 2 .

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Schedule of Underlying Coverages
- Section III-** Lists the required coverage forms, notices, endorsements and exclusions.
- Section IV-** Offers optional coverages that are available to the applicant but are not currently included in the quote.

*In addition* we have included some materials that will assist in the evaluation of this offer of coverage.

- A pre-filled application that includes the information you have already provided.
- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

For your convenience, an area on page 1 of the quote has been provided to record your requested effective date and which optional coverages you might want to include when you are ready to buy coverage.

**We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.**

Thank you for the opportunity to quote this account!

Sincerely,  
Jerome Dickson  
Jerome Dickson DBA: 79102V

XSL022U6715 Version 2

Quote is valid until 8/6/2022

To: **Orting Red Hat Days**

Please bind effective: \_\_\_\_\_

Insured email address: \_\_\_\_\_

Insured phone number: \_\_\_\_\_

Confirm optional coverages:

Do not include any optional coverages.

Include the following optional coverages from Section IV

(Taxes & Fees may apply to optional premium if purchased)

Option 1 - Terrorism Coverage

From: Jerome Dickson

jdickson1@farmersagent.com

**I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS**

**EXCESS GENERAL LIABILITY COVERAGE POLICY INFORMATION**

Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XII
Term Quoted:	Annual

LIMIT OPTIONS	PREMIUM	FEES	AMOUNT DUE
<input type="checkbox"/> \$1,000,000	\$400 (MP)	\$100.00	\$500.00

**ADDITIONAL COSTS**

Wholesaler Broker Fee	\$100
-----------------------	-------

**FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSUREDS – VISIT BIZRESOURCECENTER.COM FOR DETAILS**

*We have provided a pre-filled application that would assist in satisfying these requirements.*

**This account is subject to the following - Sections A, B and C:**

*Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.*

**Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or rescind this quote if the information provided in the completed application is different from the original submission or there is a significant change in the risk from the date it was quoted.**

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***

**A. Prior To Bind Requirements:**

Confirmation that all of the following are True:

- Does the organization host, sponsor or organize any special events (additional premium may apply)?
- If yes, provide the following:
  - -What is the number of event days with up to 250 attendees?
  - -What is the number of event days with 251 - 2,500 attendees? (Please note we will exclude events with over 2,500 attendees)
  - -What is the number of event days where the organization serves or permits alcohol in exchange for a charge or donation?
  - -Is the organization in the business to manufacture, sell or distribute alcoholic beverages?

**B. Items Required Within 21 days of the inception of coverage:**

- No 21 Day Subject to Notes

**C. Underwriting Notes:**

- Please be advised, we have prepared this quote of higher limits of liability based on the information provided for a primary quote. It is valid only over the United States Liability Insurance Group quote provided, however we can consider adjusting it to be valid over other carriers. In addition, we can possibly include other lines of coverage in the underlying such as Automobile Liability and Employer's Liability.
- Please contact me if you wish to discuss further.

**II. SCHEDULE OF UNDERLYING COVERAGES**

Commercial General Liability	Limits of Liability	
Carrier: Mount Vernon Fire Insurance Company	Each Occurrence:	\$1,000,000
AM Best Rating: A++g	Products/Completed Operations Aggregate:	\$2,000,000
	General Aggregate:	\$2,000,000
	Personal & Advertising Injury:	\$1,000,000

**III. REQUIRED FORMS & ENDORSEMENTS**

IL0146	(08/10) Washington Common Policy Conditions	L-622	(07/08) Abuse Or Molestation Exclusion
IUL100	(07/06) Expected or Intended Injury Exclusion	L-646WA	(07/10) Washington State Amendatory Endorsement
IUL117	(09/10) Nuclear Energy Liability Exclusion (Broad Form)	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
Jacket	(07/19) Policy Jacket	XL101	(05/07) Automobile Exclusion
L-387	(03/06) Exclusion - Mechanical Rides	XL465	(12/16) Exclusion - Unmanned Aircraft
L-472	(07/08) Exclusion - Injury To Performers Or Entertainers	XL542 WA	(12/20) Exclusion of War and Certified Acts of Terrorism
L-536	(09/09) Exclusion - Participation In Athletic Activity, Physical Activity Or Sports	XLP	(07/05) Excess Liability Policy

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***

**IV. OFFER OF OPTIONAL COVERAGE(S)**

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

<b>Coverage</b>	<b>Rate</b>
Option 1 Terrorism Coverage	See notes for rate information

**Important Information**

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act of 2015, is available for 2.0000% of the total applicable premium for this risk. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE – Notice of Terrorism Exclusion. When making your decision whether to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount and limits in this policy applicable to losses arising from events other than acts of terrorism.
- Coverage available under this offer is contingent on the underlying policies providing terrorism coverage and at the same limit as the Schedule of Underlying Coverages

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***



## How to BIND your USLI policy with Tapco's Submit Unit

Attached is your requested proposal from USLI. Please read it carefully.

After you have presented the proposal to your customer and when you are ready to bind, follow these simple instructions:

- Read the quote and all binding subjectivities and requirements carefully to verify that your risk is eligible.
- Confirm ALL "prior to binding" and "to bind" contingencies on the proposal. (If there is any discrepancy, call USLI on **877-268-8170** in order to re-quote.) For all other questions please call Tapco at 800-334-5579 ext. 8754 (USLI).
- Sign and date the quote letter with any optional coverages, deductibles, and desired limits and desired effective dates.
- Complete and sign the application as well as any applicable state affidavits and terrorism forms.
- Collect premium from the insured to send to Tapco (not USLI).
- Email scanned images of all signed paperwork including quote proposal, application, as well as state affidavits, and terrorism forms if applicable to **USLIQuotes@gotapco.com** or fax to **336-584-8880**.
- Include "Bind USLI: (Customer name)" in the subject line.

Tapco is required to contact USLI in order to bind coverage and must receive the requested paperwork in order to do so. Once USLI verifies the quote is bound, our office will contact you with binder confirmation.

Once bound by USLI, Tapco will send you a link to a secure payment portal for payment by credit card or check.

***Please note that once you request a binder, your agency is responsible for the premium payment; therefore, please ascertain your agency has secured premium payment prior to your request to bind. Once the company binds the quote, a minimum earned premium will apply, along with the policy fee and applicable state taxes. Once bound, the policy cannot be flat cancelled. Thank you for the opportunity to provide a quote for this client.***

**SPECIAL NOTE: If your agency has never placed business with Tapco, please contact Tapco's New Broker Department at [NewBrokers@gotapco.com](mailto:NewBrokers@gotapco.com). Your agency MUST be activated with Tapco before any binder request can be made.**

Enclosed you will find a **non-admitted** Businessowners quote for Orting Red Hat Days. The quote number is NBP022Y1408 Version 3 .

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.
- Section III-** Provides the Liability Limits of Insurance
- Section IV-** Lists the required coverage forms, notices, endorsements and exclusions.
- Section V-** Offers optional coverages that are available to the applicant but are not currently included in the quote.

*In addition* we have included some materials that will assist in the evaluation of this offer of coverage.

- An Excess General Liability quote that provides higher limits of Liability. It is attached as a separate quote under #XSL022U6715. This quote is optional and not required to be bound along with the primary quote. If coverage is desired, we would issue a separate policy.
- A pre-filled application that includes the information you have already provided.
- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

For your convenience, an area on page 1 of the quote has been provided to record your requested effective date and which optional coverages you might want to include when you are ready to buy coverage.

**We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.**

Thank you for the opportunity to quote this account!

Sincerely,  
Jerome Dickson  
Jerome Dickson DBA: 79102V

Parade route

DeTour

← Harman Way S

DeTour  
Flagger

Parade staging

Corrin Ave E

Post Office

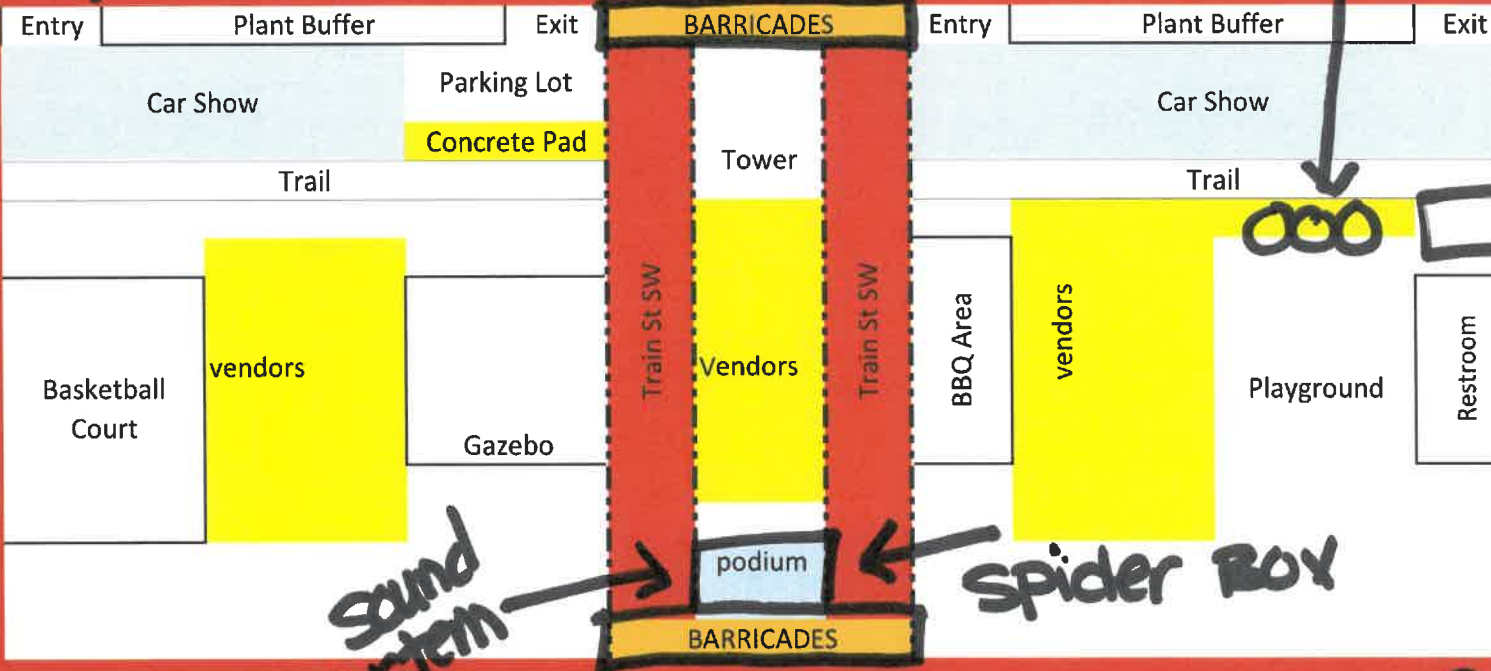
~~sewer~~  
Sani-can

DeTour

dumpster

Eagles

Van Scoyoc Ave E - Car Show on Street too... as well as Parade line up



Bridge St S / Hwy 162

Washington Ave / Hwy 162

Train St SE

Calistoga St W

END

DeTour

Calistoga St E

Flagger

Orting City Park



**City of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject:</b>  Vision Statement Discussion	<b>AB22-35</b>	<b>N/A</b>		
			<b>4.20.2022</b>	
			<b>8.17.2022</b>	
	<b>Department:</b>	Executive/Council		
	<b>Date Submitted:</b>	<b>4.14.2022</b> <b>8.12.2022</b>		
<b>Cost of Item:</b>	<u>N/A</u>			
<b>Amount Budgeted:</b>	<u>N/A</u>			
<b>Unexpended Balance:</b>	<u>N/A</u>			
<b>Bars #:</b>	N/A			
<b>Timeline:</b>	None			
<b>Submitted By:</b>	Scott Larson			
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Draft Vision Statement				
<b>SUMMARY STATEMENT:</b>				
<p>Council met on March 23<sup>rd</sup> to discuss Vision and Goals. At that meeting council discussed key attributes of what they want the city to be in the future. From that meeting staff have proposed two new conceptual vision statements and included the existing statement for context. After that meeting on April 20<sup>th</sup> staff took feedback from council and have drafted a single statement for review.</p>				
<b>RECOMMENDED ACTION: <u>Action:</u></b>				
Discussion Item.				
<b>FUTURE MOTION: <u>Motion:</u></b>				
TBD				



## Orting Draft Vision Statement:

Orting is a family-oriented city that supports its citizens and small businesses. We value our small-town character. We are committed to public safety and reliable public services. We will build our community by capitalizing on our outdoor amenities, inclusive recreation opportunities, and public events that reflect the character and interests of our citizens. We are a safe, thriving and culturally diverse town nestled in the foothills of Mt Rainier; a charming place to live, work, play and do business.