

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
Regular Business Meeting Agenda
104 Bridge Street S, Orting, WA
Zoom – Virtual
April 26th, 2023
7:00 p.m.

Mayor Joshua Penner, 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:

<https://us06web.zoom.us/j/87100305526?pwd=YUJvVWZ6ZHVTd3Z5U0NiTVJGZFhWZz09>

Telephone: 1-253-215-8782 - Meeting ID: 871 0030 5526 and the passcode 366292.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

2. PUBLIC COMMENTS.

Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on April 26th, 2023 and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

3. CONSENT AGENDA.

- A. Payroll Claims and Warrants.
- B. Meeting Minutes of March 29th, 2023 and April 12th, 2023.
- C. AB23-31 – Replacement of Damaged Police Vehicle.
- D. AB23-32 – Multi-Jurisdictional Tactical Response Team (TRT) Interlocal Agreement.
- E. AB23-41 – Public Works Board – Water Resource Recovery Facility Construction Loan.
- F. AB23-43 – Whitehawk Local Agency Agreement (LAG Agreement).
- G. AB23-25 – Orting Valley Farmer's Market Sponsorship.
- H. AB23-34 – Kings Men Car Show Sponsorship
- I. AB23-35 – Orting Rock Festival Sponsorship.

Motion: To approve the consent agenda as prepared.

4. NEW BUSINESS.

- A. AB23-37 - Grant Policy Update.

Motion: To approve the modifications to the grant policy as presented.

5. EXECUTIVE SESSION.

6. ADJOURNMENT.

Motion: To Adjourn.

VOUCHER/WARRANT REGISTER
FOR **APRIL 26, 2023** COUNCIL
CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

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

April 2nd 2023 COUNCIL

CLAIMS WARRANTS # 52315 THRU # 52360
IN THE AMOUNT OF \$ 142,376.03
MASTERCARD EFT \$ 28,342.65

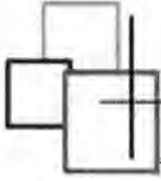
PAYROLL WARRANTS #23983 THRU #23984 = \$ 13,520.17
EFT IN THE AMOUNT OF \$ 156,802.99
Carry Over \$ 26,516.99

ARE APPROVED FOR PAYMENT APRIL 26, 2023

COUNCILPERSON _____

COUNCILPERSON _____

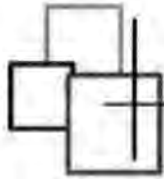
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2023 - 2023-April - 2nd Council 4/26/2023

Fund Number	Description	Amount
001	Current Expense	\$69,942.33
101	City Streets	\$14,921.40
104	Cemetery	\$434.74
105	Parks Department	\$8,634.37
401	Water	\$32,333.87
408	Wastewater	\$28,381.83
410	Stormwater	\$16,070.14
	Count: 7	\$170,718.68

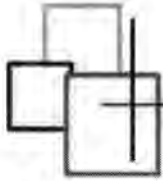


Register

Fiscal: 2023
 Deposit Period: 2023 - 2023-April
 Check Period: 2023 - 2023-April - 2nd Council 4/26/2023

Number	Name	Print Date	Clearing Date	Amount
Key Bank Check	0032707010			
<u>KeyBank MasterCard-March2023</u>	Keybank-MasterCard	4/26/2023		\$28,342.65
		Total	Check	\$28,342.65
		Total	0032707010	\$28,342.65
Key Bank Check	2000073			
<u>52315</u>	Aardvark Bark Blowing	4/26/2023		\$3,938.40
<u>52316</u>	ACRnet CBS Branch	4/26/2023		\$531.00
<u>52317</u>	AHBL, INC	4/26/2023		\$7,495.00
<u>52318</u>	ARG-Industrial	4/26/2023		\$64.43
<u>52319</u>	AT&T Mobily	4/26/2023		\$2,752.69
<u>52320</u>	Big J'S Outdoor Store	4/26/2023		\$1,496.68
<u>52321</u>	Capital One Trade Credit	4/26/2023		\$27.34
<u>52322</u>	Centurylink	4/26/2023		\$2,881.60
<u>52323</u>	CenturyLink-Lumen	4/26/2023		\$1,985.28
<u>52324</u>	Charchenko, Danielle	4/26/2023		\$258.07
<u>52325</u>	D.M Recycling	4/26/2023		\$170.00
<u>52326</u>	Department of Retirement Systems	4/26/2023		\$327.17
<u>52327</u>	Dept of Labor & Industrie-Boiler Section	4/26/2023		\$99.50
<u>52328</u>	Drain-Pro INC	4/26/2023		\$1,115.76
<u>52329</u>	Ford Motor Credit Company LLC	4/26/2023		\$4,084.81
<u>52330</u>	GreatAmerica Financial Svcs	4/26/2023		\$2,505.79
<u>52331</u>	Holden Polygraph, LLC	4/26/2023		\$350.00
<u>52332</u>	Inslee, Best, Doezie & Ryder, P.S	4/26/2023		\$4,850.00
<u>52333</u>	Kyocera Document Solutions Northwest INC	4/26/2023		\$1,388.10
<u>52334</u>	LN Curtis & Son	4/26/2023		\$109.55
<u>52335</u>	MacLeod Reckord, PLLC	4/26/2023		\$2,913.75
<u>52336</u>	Miwall Corporation	4/26/2023		\$1,197.94
<u>52337</u>	Moss Commercial Cleaning LLP	4/26/2023		\$1,072.00
<u>52338</u>	Office of State Auditor	4/26/2023		\$1,305.60
<u>52339</u>	Orca Pacific, Inc	4/26/2023		\$1,357.54
<u>52340</u>	P.C. Budget & Finance	4/26/2023		\$5,552.09
<u>52341</u>	Parametrix	4/26/2023		\$38,453.35
<u>52342</u>	Penner, Joshua	4/26/2023		\$4,103.19
<u>52343</u>	Popular Networks, Llc	4/26/2023		\$6,304.94
<u>52344</u>	Public Safety Testing	4/26/2023		\$151.00
<u>52345</u>	Puget Sound Energy	4/26/2023		\$26,174.50

Number	Name	Print Date	Clearing Date	Amount
52346	Punzalan, Shawna	4/26/2023		\$397.33
52347	Purcor Pest Solutions	4/26/2023		\$178.05
52348	Puyallup, City of	4/26/2023		\$161.84
52349	S&S Tire Service INC	4/26/2023		\$282.25
52350	Sarco Supply	4/26/2023		\$613.15
52351	Secure Pacific Corp/Mountain Alarm	4/26/2023		\$253.00
52352	SwiftComply US Opco, INC	4/26/2023		\$8,794.60
52353	T M G Services Inc	4/26/2023		\$1,929.16
52354	UniFirst Corporation	4/26/2023		\$212.04
52355	US BankNA Custody Treasury Div-Mony Cntr	4/26/2023		\$86.00
52356	Usabluebook	4/26/2023		\$223.07
52357	Utilities Underground Location Center	4/26/2023		\$95.46
52358	Vision Municipal Solutions LLC	4/26/2023		\$2,268.24
52359	Water Management Lab Inc.	4/26/2023		\$228.50
52360	Wex Bank	4/26/2023		\$1,631.27
		Total	Check	\$142,376.03
		Total	2000073	\$142,376.03
		Grand Total		\$170,718.68



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount	
Aardvark Bark Blowing	52315	16331	105-594-76-63-54	Engineered Wood Fiber-Blown In-Whitehawk Park	\$3,938.40	
				Total	\$3,938.40	
ACRnet CBS Branch	52316	22809	001-518-10-41-01	Background Checks	\$65.00	
			001-571-20-31-01	Parks & Rec Background Checks	\$466.00	
				Total	\$531.00	
AHBL, INC	52317	137917	2190800.32	001-558-60-41-02	Planning Consultant-Business Licenses	\$162.50
		137920	2190800.72	001-558-60-41-02	Planning Consultant-215 Corrin Ave- PRE22-02	\$418.75
		137921	2190800.82	001-558-60-41-02	Planning Consultant-Comp Plan 2024 Periodic Update	\$170.00
		137922	2190800.84	001-558-60-41-02	Planning Consultant-222 Washington Ave NW	\$227.50
		137953	2190800.30	001-558-60-41-02	Planning Consultant-On-Call	\$3,710.00
		137954	2190800.34	001-558-60-41-02	Planning Consultant-Carbon River RV Park-CUP-2019-01 SPR 2019-01 SD 2019.01	\$1,260.00
		137955	2190800.61	001-558-60-41-02	Planning Consultant-Abundant Life Chrch-DA 2020.02	\$1,481.25
		137956	2190800.37	001-558-60-41-02	Planning Consultant-Comp Plan	\$65.00
				Total	\$7,495.00	
ARG-Industrial	52318	T054145	410-531-38-48-01	Hose-Hose Shark-Sleeve-FA1033	\$64.43	
				Total	\$64.43	
AT&T Mobilty	52319	287300949706X04042023	001-512-51-42-00	Court Cell Phone	\$45.79	
			001-521-50-42-00	Police Cell Phone & Data	\$1,042.84	
		287309454338X04042023	001-514-23-42-00	Cell Pones	\$193.26	

Vendor	Number	Invoice	Account Number	Notes	Amount
AT&T Mobilty	52319	287309454338X04042023	001-524-20-42-00	Cell Phone	\$45.79
			001-524-20-42-00	Cell Phone	\$46.22
			001-575-50-42-01	Cell Phone	\$50.84
			401-534-10-42-01	Cell Phones & Data	\$663.98
			408-535-10-42-01	Public Works	
			408-535-10-42-01	Cell Phones & Data	\$663.97
				Total	\$2,752.69
Big J'S Outdoor Store	52320	400-APR2023	001-521-20-31-06	Rifle Ammunition	\$809.55
			101-542-30-31-02	Jeans-Santos	\$54.14
			101-542-30-31-02	Jeans-Evans	\$57.59
			101-542-30-31-02	Jeans-Gonzales	\$63.00
			101-542-30-31-02	Rain Jacket & Bibs-Strassburg	\$79.75
			105-576-80-31-00	Jeans-Santos	\$54.14
			105-576-80-31-00	Jeans-Evans	\$57.58
			105-576-80-31-00	Jeans-Gonzales	\$63.00
			105-576-80-31-00	Rain Jacket & Bibs-Strassburg	\$79.74
			401-534-10-31-04	Jeans-Strassburg	\$98.44
			410-531-38-31-02	Rain Jacket & Bibs-Strassburg	\$79.75
Capital One Trade Credit	52321	F57050/3	105-576-80-35-00	Wire Cutter & Stripper	\$27.34
				Total	\$27.34
Centurylink	52322	488147600- APR2023	001-512-51-42-00	City Phone Lines	\$230.53
			001-514-23-42-00	City Phone Lines	\$605.14
			001-521-50-42-00	City Phone Lines	\$864.48
			001-524-20-42-00	City Phone Lines	\$144.08
			001-575-50-42-01	City Phone Lines	\$57.63
			101-542-30-42-00	City Phone Lines	\$57.63
			401-534-10-42-01	City Phone Lines	\$316.98
			408-535-10-42-01	City Phone Lines	\$316.97
			410-531-38-42-01	City Phone Lines	\$288.16
CenturyLink-Lumen	52323	636187787	001-512-51-42-00	City Internet	\$158.82
			001-514-23-42-00	City Internet	\$416.91
			001-521-50-42-00	City Internet	\$595.58
			001-524-20-42-00	City Internet	\$99.26
			101-542-30-42-00	City Internet	\$39.71
			105-576-80-41-16	City Internet	\$39.71
			401-534-10-42-01	City Internet	\$218.38
			408-535-10-42-01	City Internet	\$218.38
			410-531-38-42-01	City Internet	\$198.53
Charchenko, Danielle	52324	APR2023-401	001-514-40-41-19	Mileage for WPTA Conference-Chelan WA	\$33.55
			001-575-50-49-02	Mileage for WPTA Conference-Chelan WA	\$129.04

Vendor	Number	Invoice	Account Number	Notes	Amount
Charchenko, Danielle	52324	APR2023-401	401-534-90-49-00	Mileage for WPTA Conference-Chelan WA	\$30.97
			408-535-90-49-00	Mileage for WPTA Conference-Chelan WA	\$33.55
			410-531-31-40-06	Mileage for WPTA Conference-Chelan WA	\$30.96
			Total	\$258.07	
D M Recycling	52325	Invoice - 4/19/2023 1:43:55 PM	408-535-60-47-00	WWTP-Garbage Service	\$170.00
			Total	\$170.00	
Department of Retirement Systems	52326	1556007	001-514-40-49-02	Old Age And Survivors Insurance-2022	\$25.00
			001-521-20-20-05	Non-Leodd Employer Compensation-Boone	\$302.17
			Total	\$327.17	
Dept of Labor & Industrie-Boiler Section	52327	360115	408-535-10-31-00	Inspection Boiler Pressure Vessel	\$99.50
			Total	\$99.50	
Drain-Pro INC	52328	112051	408-535-60-48-04	Honey Bucket Rental-Daffodil Parade	\$259.00
			408-535-60-48-04	Honey Bucket Service-900 Rocky RD	\$326.56
			408-535-60-48-04	Honey Bucket Service-Skate Park	\$108.85
			408-535-60-48-04	Honey Bucket Service-Calistoga ST W & Van Scoyoc Ave SW	\$108.85
			408-535-60-48-04	Honey Bucket Service-107 Calistoga ST W	\$217.71
			408-535-60-48-04	Honey Bucket Rental-Whitehawk Park	\$94.79
			Total	\$1,115.76	
Ford Motor Credit Company LLC	52329	1774140-Lease Payment - 3- 2018 Ford Interceptor-P 8487901	001-591-21-70-03	Lease Payment #1774140 - 3-2018 Ford Interceptor-P 8487901	\$2,883.77
			001-592-21-80-02	Lease Payment #1774140 - 3-2018 Ford Interceptor-P 8487901	\$97.26
		001-591-21-70-03	1774247-Lease Payment - 2018 Ford F-150-8487902	\$1,064.67	

Vendor	Number	Invoice	Account Number	Notes	Amount
Ford Motor Credit Company LLC	52329	1774247-Lease Payment - 2018 Ford F-150-8487902	001-592-21-80-02	1774247-Lease Payment - 2018 Ford F-150-8487902	\$39.11
				Total	\$4,084.81
GreatAmerica Financial Svcs	52330	33847746	001-594-12-41-02	Phone Lease	\$200.46
			001-594-14-41-03	Phone Lease	\$526.22
			001-594-21-64-53	Phone Lease	\$751.74
			001-594-24-41-02	Phone Lease	\$125.29
			101-594-42-41-02	Phone Lease	\$50.12
			105-594-76-41-03	Phone Lease	\$50.12
			401-594-34-42-03	Phone Lease	\$275.64
			408-594-35-64-55	Phone Lease	\$275.64
			410-594-31-41-42	Phone Lease	\$250.56
				Total	\$2,505.79
Holden Polygraph, LLC	52331	115-2	001-521-20-41-00	Poylgraph for Potential Police Officer	\$350.00
				Total	\$350.00
Inslee, Best, Doezie & Ryder, P.S	52332	396063	001-515-41-41-02	City Attorney Services-Public Records Request	\$667.20
			001-515-41-41-02	City Attorney Services-March 2023	\$2,001.59
			001-515-41-41-05	City Attorney Services-HR	\$1,462.70
			001-515-41-41-06	City Attorney Services-Code Enforcement	\$384.91
			408-535-10-41-04	City Attorney Services-Wastewater	\$333.60
				Total	\$4,850.00
Keybank-MasterCard	KeyBank MasterCard-March2023	0525-Agfalv1-March2023	001-511-60-31-01	Zoom for Council Meefings	\$69.97
			001-513-10-31-01	Certified Mail-Cemetery Wall Car Accident	\$7.84
			001-513-10-31-01	Certified Mail-Public Records Request	\$12.35
			001-513-10-31-01	Certified Mail-Public Records Request	\$12.98
			001-513-10-49-00	Meal for Clerks	\$71.67
			001-513-10-49-00	Conference-Kim A Hotel for Clerks	\$306.53
			001-514-23-31-02	Abobe Reader	\$129.55
			001-514-40-41-19	Meal for Clerks	\$15.79
			001-514-40-41-19	Conference-Kim A International Institute Municipal Clerks-Danielle	\$24.05

Vendor	Number	Invoice	Account Number	Notes	Amount	
Keybank- MasterCard	KeyBank MasterCard- March2023	0525-Agfa1v1-March2023	001-514-40-41-19	Hotel for Clerks Conference- Danielle	\$67.54	
			001-524-20-41-05	Meal for Clerks	\$1.22	
			001-524-20-41-05	Conference-Kim A Hotel for Clerks	\$5.20	
			001-575-50-48-00	Conference-Kim A Keys For MPC	\$3.70	
			001-575-50-49-02	Sound System Hotel for Clerks	\$60.74	
			001-575-50-49-02	Conference- Danielle International	\$92.50	
			001-575-50-49-02	Institute Municipal Clerks-Danielle Hotel for Clerks	\$259.77	
			101-542-30-41-17	Conference-Danelle Meal for Clerks	\$3.64	
			101-542-30-41-17	Conference-Kim A Hotel for Clerks	\$15.60	
			401-534-90-49-00	Conference-Kim A Meal for Clerks	\$14.58	
			401-534-90-49-00	Conference-Kim A Meal for Clerks	\$14.58	
			401-534-90-49-00	Conference-Kim A	\$22.20	
			401-534-90-49-00		\$62.34	
			401-534-90-49-00		\$62.34	
			408-535-90-49-00		\$15.79	
			408-535-90-49-00	Meal for Clerks Conference-Kim A	\$15.79	
			408-535-90-49-00		\$24.05	
			408-535-90-49-00		\$67.54	
			408-535-90-49-00	Hotel for Clerks Conference-Kim A	\$67.54	
			410-531-31-40-06	Meal for Clerks Conference- Danielle	\$14.58	
			410-531-31-40-06		\$22.20	
			410-531-31-40-06		\$62.34	
			410-531-31-40-06	Hotel for Clerks Conference-Kim A	\$62.34	
			1181-Lincoln-March2023	001-524-20-41-05	\$563.32	
			1397-Turner-March2023	001-521-20-31-01	\$262.44	
				001-521-50-48-02	\$15.00	
				001-521-50-48-02	\$156.74	
			1513-Kainos-March2023	001-512-51-31-00	Office Supplies	\$178.12
			1668-Finance-March2023	001-514-23-31-02	Stamp.com	\$19.68
				001-514-23-31-02	Abode	\$24.83
				001-514-23-31-02	Printer Toner-AP & Payroll	\$65.10
				001-521-20-45-03	Printer Toner-AP & Payroll	\$65.11
				401-534-10-31-00	Printer Toner-AP & Payroll	\$65.10
	408-535-10-41-14	Printer Toner-AP & Payroll	\$65.10			
	410-531-31-41-05	Printer Toner-AP & Payroll	\$65.10			
1920-Gabreluk-March2023	001-521-50-48-03		\$155.14			
	001-524-20-31-00		\$32.39			
	001-594-21-64-01		\$3,911.13			

Vendor	Number	Invoice	Account Number	Notes	Amount
Keybank-MasterCard	KeyBank MasterCard-March2023	2462-Russo-March2023	001-514-40-41-19	LRI Training-Punzalan	\$182.85
			001-514-40-41-49	Treasurers Association 2023 Conference	\$375.00
			001-514-40-49-02	Washington Public Treasurers Association	\$50.00
			001-524-20-31-00	Window Film	\$74.37
			001-525-60-30-01	Construction Combo Pack-Motorolla Radios	\$154.81
			001-525-60-30-01	Construction Combo Pack-Motorolla Radios	\$464.43
			001-571-20-31-01	Dry Erase Markers & Board	\$21.29
			001-571-20-31-21	Dance Costumes	\$3,651.16
			101-542-30-41-17	LRI Training-Punzalan	\$10.35
			105-576-80-31-00	Construction Combo Pack-Motorolla Radios	\$154.81
			105-576-80-41-13	Construction Combo Pack-Motorolla Radios	\$464.42
			105-576-80-41-14	LRI Training-Punzalan	\$10.35
			401-534-10-31-00	Construction Combo Pack-Motorolla Radios	\$154.80
			401-534-10-41-41	Construction Combo Pack-Motorolla Radios	\$464.43
			401-534-90-49-00	LRI Training-Punzalan	\$55.20
			408-535-10-31-00	Construction Combo Pack-Motorolla Radios	\$154.81
			408-535-10-41-42	Construction Combo Pack-Motorolla Radios	\$464.42
			408-535-90-49-00	LRI Training-Punzalan	\$44.85
			410-531-31-40-06	LRI Training-Punzalan	\$41.40
		3589-Alfiere-March2023	001-571-20-31-27	Credit for Art Class	(\$63.14)
			001-571-20-31-27	Credit for Art Class	(\$63.03)
			001-571-20-31-27	Supplies for Wreath Class	\$11.18
			001-571-20-31-27	Flowers for Wreath Class	\$29.90
			001-571-20-31-27	Supplies for Wreath Class	\$52.71
			001-571-20-31-27	Supplies for Wreath Class	\$102.08
			001-571-20-31-27	Supplies for Wreath Class	\$114.20
			001-571-20-31-27	Supplies for Art Class	\$151.98
			001-571-20-31-40	Salt & Flour Kids Craft Class	\$12.42
			001-571-20-44-01	Fitness Class	\$87.18
			001-575-50-31-03	Garbage Bags	\$16.80

Vendor	Number	Invoice	Account Number	Notes	Amount
Keybank-MasterCard	KeyBank MasterCard-March2023	4225-Daskam-March2023	408-535-50-48-02	Cherry Odor Remover	\$2,994.30
		4499-Bielka-March2023	401-534-90-49-00	Design Build for Water-Wastewater Conference	\$212.50
			401-534-90-49-00	Water Delivery Association	\$225.00
			408-535-10-41-14	Parking for Design Build for Water-Wastewater Conference	\$74.00
			408-535-90-49-00	Design Build for Water-Wastewater Conference	\$212.50
			408-535-90-49-00	Water Delivery Association	\$225.00
	5423-Public Works-March2023		001-524-20-31-00	Copy Paper	\$34.53
			001-525-60-30-01	Tag Holders for Emergency Bacpacks	\$14.10
			001-525-60-30-01	Tourniquet-2	\$30.07
			001-525-60-30-01	LifeStraws-Isreali Bandage	\$100.34
			001-525-60-30-01	Earthquake Emergency Kits-4	\$590.76
			101-542-30-31-00	Wireless Mouse-2	\$41.19
			101-542-30-31-00	Dell Monitor-For BlueBeam Program	\$240.69
			101-542-30-31-04	Rapid Set Concrete Mix	\$164.67
			104-536-50-35-00	Farm Dolly-Nozzel	\$307.98
			105-576-80-31-00	First Aid Kits	\$39.98
			105-576-80-31-00	Wireless Mouse-2	\$41.18
			105-576-80-48-00	Copy Paper	\$34.53
			105-576-80-48-00	No Dogs Allowed Sign	\$142.15
			105-576-80-48-00	Wide Drag Mat-Ball Fields	\$436.06
			105-576-80-48-00	Medium Red Bark-City Parks	\$1,298.34
			105-576-80-48-02	Lifting Tool-Stacking Bin	\$40.63
			401-534-10-31-00	Desk Mats-Wireless Keyboard & Mouse	\$30.08
			401-534-10-31-00	Copy Paper	\$34.52
			401-534-10-31-00	Toggle Hooks-Chipboards	\$41.84
			401-534-10-31-00	BlueBeam Subscription Plan	\$218.80
			401-534-10-31-00	Dell Monitor-For BlueBeam Program	\$240.70
			401-534-10-31-04	Safey Lanyard Hooks	\$22.31
			401-534-10-31-04	Full Body Harness	\$25.09
			401-534-50-47-12	First Aid Kits	\$39.98
			401-534-50-48-02	1/2" PVC Street Elbow	\$105.49
			401-534-50-48-02	Vinegar	\$292.50
			401-534-50-48-02	Pota Pos Paint-Thinner Cleaner	\$421.19
			401-534-50-48-02	Krylon Red Hydrant Paing	\$445.92

Vendor	Number	Invoice	Account Number	Notes	Amount		
Keybank- MasterCard	KeyBank MasterCard- March2023	5423-Public Works- March2023	401-534-90-49-00	Certified Erosion & Sediment-Ewing	\$150.00		
			408-535-10-31-00	USB Drives	\$25.29		
			408-535-10-31-00	Desk Mats-Wireless Keyboard & Mouse	\$30.07		
			408-535-10-31-00	Black Toner	\$109.39		
			408-535-10-31-00	BlueBeam	\$218.80		
			408-535-10-31-00	Subscription Plan			
			408-535-10-31-00	Dell Monitor-For BlueBeam Program	\$240.69		
			408-535-10-31-05	Safety Lanyard Hooks	\$22.31		
			408-535-10-31-05	Full Body Harness	\$25.10		
			408-535-50-35-00	First Aid Kits	\$39.97		
			408-535-90-49-00	Certified Erosion & Sediment-Huffman	\$150.00		
			410-531-38-31-00	Copy Paper	\$34.52		
			410-531-38-31-00	Dell Monitor-For BlueBeam Program	\$240.69		
			410-531-38-31-02	Safety Lanyard Hooks	\$22.31		
			410-531-38-31-02	Full Body Harness	\$25.09		
			410-531-38-31-02	First Aid Kits	\$39.97		
			410-531-38-31-02	New Pig Blue Oil Absorbant Socks	\$197.74		
			410-531-38-35-00	Saw-Chain Saw-Tool Set-Impact Sockets	\$598.85		
				6503-Martinez-March2023	001-524-20-31-02	Certified Letter	\$8.13
				6744-Hattaway-March2023	001-521-20-31-01	Shooter Shirt	\$43.74
					001-521-20-31-03	Office Supplies	\$29.98
				7073-Orting Police-March2023	001-521-40-49-00	Hotel for Tactical Team Training	\$948.45
				7626-Wetzel-March2023	001-521-20-31-03	Conference-Kenyon	
		001-521-20-31-03	Disposable Gloves	\$98.94			
		001-521-21-31-01	Shipping Costs for DUI Evidence to WSP	\$37.43			
	8502-Orting Police-March2023	001-521-40-49-00	Donuts for Firearms Training	\$42.59			
		001-521-40-49-00	Hotel for SRO Boone-Officer Kenton Tactical Training	\$724.92			
		001-521-50-48-02	Conference Car Wash	\$25.00			
			Total	\$28,342.65			
Kyocera Document Solutions Northwest INC	52333	55T1128729	001-514-23-31-02	City Hall Copier Usage	\$270.88		
			105-576-80-31-00	Public Works Copier Usage	\$270.89		
			401-534-10-31-00	Public Works Copier Usage	\$270.88		
			408-535-10-31-00	Public Works Copier Usage	\$270.88		
			410-531-38-31-00	Public Works Copier Usage	\$270.88		

Vendor	Number	Invoice	Account Number	Notes	Amount
Kyocera Document Solutions Northwest INC	52333	55T1129372	001-514-23-31-02	City Hall Copier Lease	\$33.69
				Total	\$1,388.10
LN Curtis & Son	52334	INV693712	001-521-20-31-01	Rigger Belt-Polombi G	\$109.55
				Total	\$109.55
MacLeod Reckord, PLLC	52335	INV-9045	101-542-30-41-20	Master Park Plan	\$2,913.75
				Total	\$2,913.75
Miwall Corporation	52336	1011915	001-521-20-31-06	Ammunition	\$1,197.94
				Total	\$1,197.94
Moss Commercial Cleaning LLP	52337	0000099	001-512-51-41-08	Janitorial-City Hall-March	\$75.04
			001-514-21-41-01	Janitorial-City Hall-March	\$192.96
			001-521-50-41-04	Janitorial-City Hall-March	\$321.60
			001-524-20-49-02	Janitorial-City Hall-March	\$32.16
			101-542-30-44-01	Janitorial-City Hall-March	\$42.88
			401-534-10-41-43	Janitorial-City Hall-March	\$128.64
			408-535-10-41-44	Janitorial-City Hall-March	\$150.08
			410-531-31-41-04	Janitorial-City Hall-March	\$128.64
				Total	\$1,072.00
Office of State Auditor	52338	L154033	001-512-51-41-03	Accountability Audit-2020 & 2021	\$52.22
			001-514-23-41-14	Accountability Audit-2020 & 2021	\$143.62
			001-521-10-40-08	Accountability Audit-2020 & 2021	\$156.67
			001-524-20-41-06	Accountability Audit-2020 & 2021	\$91.39
			001-575-21-40-00	Accountability Audit-2020 & 2021	\$78.34
			101-542-30-41-02	Accountability Audit-2020 & 2021	\$143.62
			105-576-90-40-00	Accountability Audit-2020 & 2021	\$78.34
			401-534-10-41-02	Accountability Audit-2020 & 2021	\$208.90
			408-535-10-41-02	Accountability Audit-2020 & 2021	\$248.06
			410-531-10-41-01	Accountability Audit-2020 & 2021	\$104.44
				Total	\$1,305.60
Orca Pacific, Inc	52339	#INV0603606	401-534-10-31-01	Sodium Hypochlorite	\$1,357.54
				Total	\$1,357.54

Vendor	Number	Invoice	Account Number	Notes	Amount
P. C. Budget & Finance	52340	CI-332038 C-104188	001-514-23-41-11	Membership Dues- RCC 1St QRT	\$2,750.22
		CI-332261 C-104189	001-554-30-40-00	Pierce County Animal Control- March 2023	\$2,801.87
				Total	\$5,552.09
Parametrix	52341	42344	101-595-20-41-01	EPIC Land- Whitehawk BLVD Remdiation- Matching Funds	\$187.77
			408-594-35-63-33	Lift Station Improvements Construction- Project Management	\$342.50
			410-594-31-63-26	VG Outfall Replacement- Project Management	\$60.00
		42345	001-524-20-41-02	Bridgewater Plat- Design Review	\$85.00
			001-524-20-41-02	Carbon River RV Park-Design Review	\$444.17
		42348	410-594-31-41-46	SMAP Project Management Meeting & QA & QC	\$370.00
			410-594-31-41-46	SMAP Phase 2	\$535.00
			410-594-31-41-46	SMAP Phase 3	\$1,231.08
		42349	410-594-31-41-37	Calistoga Levee Agency Reporting	\$1,718.76
		42350	001-558-60-41-01	General Consulting	\$482.50
			001-558-60-41-01	General Development	\$3,257.50
			101-542-30-41-01	General Consulting- Streets	\$118.97
			401-534-10-41-01	General Consulting- Water	\$1,157.50
			401-534-10-41-44	General Consulting- Water SCADA	\$512.50
			408-535-10-41-01	General Consulting- Sewer	\$1,835.00
			408-535-10-41-21	General Consulting- Sewer SCADA	\$512.50
			410-531-39-41-01	General Consulting- Storm	\$2,443.75
		42351	408-594-35-41-12	WWTP Phase II Final Design- Ecology Report	\$142.50
			408-594-35-41-12	WWTP PhaseII Expansion-Project Management	\$585.00
		42352	101-595-10-40-04	Kansas Street SW- Preliminary Design- Fixed Fees	\$224.61
			101-595-10-40-04	Kansas Street SW- Final Design- Project Management	\$499.74
101-595-10-40-04	Kansas Street SW- Final Design		\$1,561.48		
43368	001-524-20-41-02	Carbon River PV Park-Design Review	\$180.00		

Vendor	Number	Invoice	Account Number	Notes	Amount	
Parametrix	52341	43370	410-594-31-41-46	SMAP Project Management	\$3,428.72	
		43371	410-594-31-41-37	Meeting QA & QC Calistoga Levee	\$1,263.75	
		43372	001-558-60-41-01	Agency Reporting	\$640.00	
			001-558-60-41-01	General Consulting	\$5,127.50	
			101-542-30-41-01	Development	\$1,903.05	
			401-534-10-41-01	General Consulting- Streets	\$6,317.50	
			408-535-10-41-01	General Consulting- Water	\$880.00	
			410-531-39-41-01	General Consulting- Sewer	\$405.00	
				General Consulting- Storm		
				Total	\$38,453.35	
		Penner, Joshua	52342	APR2023-404	001-513-10-43-00	Car Rental-AGRIP
APR2023-405	101-542-90-40-05			Conference-Education	\$3,623.40	
				Reimbursement Airline tickets for Penner-Russo-Gabreluk for EMI Training- Washington DC	\$4,103.19	
Popular Networks, Llc	52343	38616	001-513-23-41-01	Computer Maintenance	\$128.19	
			001-514-23-41-04	Computer Maintenance	\$277.76	
			001-524-20-41-01	Computer Maintenance	\$213.66	
			001-525-60-41-03	Computer Maintenance	\$1,068.95	
			001-575-50-41-03	Computer Maintenance	\$192.29	
			101-542-30-41-04	Computer Maintenance	\$106.83	
			104-536-20-41-01	Computer Maintenance	\$42.73	
			401-534-10-41-05	Computer Maintenance	\$448.68	
			408-535-10-41-05	Computer Maintenance	\$448.68	
			410-531-38-41-04	Computer Maintenance	\$277.76	
			38618	001-512-51-41-01	Computer Maintenance	\$99.88
				001-521-50-41-01	Computer Maintenance-PD	\$1,897.76
				001-525-60-41-03	PSB Disaster Recovery	\$983.62
			38722	408-535-10-41-14	Backup-Server Records Request	\$118.15
					Total	\$6,304.94
Public Safety Testing	52344	2023-303	001-521-20-31-05	Public Safety Safety Testing-1ST QRT	\$151.00	
				Total	\$151.00	

Vendor	Number	Invoice	Account Number	Notes	Amount		
Puget Sound Energy	52345	200001247663-APR2023	408-535-50-47-07	VC Lift Station	\$246.15		
		200001247812-APR2023	101-542-63-47-03	Traffic Signal	\$32.90		
		200001248034-APR2023	401-534-50-47-02	Chlorinator	\$119.57		
		200001248190-APR2023	105-576-80-47-01	North Park	\$10.85		
		200001248372-APR2023	401-534-50-47-08	Well #3	\$765.47		
		200001248539-APR2023	001-525-50-47-01	Lahar Siren	\$12.65		
		200001532189-APR2023	105-576-80-47-02	Main Park	\$459.62		
			105-576-80-47-03	Bell Tower	\$196.98		
		200002708986-APR2023	408-535-50-47-05	VG Lift Station	\$372.69		
		200009717931-APR2023	401-534-50-47-04	Well #2	\$71.81		
		200010396543-APR2023	105-576-80-47-01	North Park	\$231.11		
		200010396733-APR2023	401-534-50-47-11	Well 4 Pump Station	\$2,914.13		
		200010629349-APR2023	101-542-63-47-03	PW Shop-Calistoga	\$22.97		
			104-536-50-47-01	PW Shop-Calistoga	\$18.38		
			401-534-50-47-01	PW Shop-Calistoga	\$22.96		
			408-535-50-47-01	PW Shop-Calistoga	\$27.56		
		200013874264-APR2023	408-535-50-47-04	WWTP	\$10,873.90		
		200014994137-APR2023	408-535-50-47-05	VG Lift Station	\$145.53		
		200019613294-APR2023	104-536-50-47-02	Cemetery Shop	\$65.65		
		200019646914-APR2023	101-542-63-47-03	Street Lights	\$131.72		
		200021421298-APR2023	408-535-50-47-06	Rainier Meadows	\$42.26		
		200022934653-APR2023	001-575-50-47-01	MPC	\$940.37		
		200024404523-APR2023	408-535-50-47-02	Lift Station #1	\$191.80		
		220011476581-APR2023	408-535-50-47-03	High Cedars Lift Station	\$130.29		
		220020534461-APR2023	101-542-63-47-01	PW Shop-Rocky RD	\$239.96		
			401-534-50-47-01	PW Shop-Rocky RD	\$239.96		
			408-535-50-47-01	PW Shop-Rocky RD	\$239.96		
		220022116432-APR2023	001-512-51-47-01	City Hall-Bridge ST	\$419.06		
			001-514-21-47-01	City Hall-Bridge ST	\$1,100.04		
			001-521-50-42-06	City Hall-Bridge ST	\$1,571.49		
			001-524-20-32-05	City Hall-Bridge ST	\$261.91		
			101-542-63-47-01	City Hall-Bridge ST	\$104.77		
			105-576-80-47-03	City Hall-Bridge ST	\$104.76		
			401-534-50-47-13	City Hall-Bridge ST	\$576.21		
			408-535-50-47-01	City Hall-Bridge ST	\$576.22		
			410-531-38-47-04	City Hall-Bridge ST	\$523.83		
		220028112518-APR2023	101-542-63-47-03		\$27.50		
		220031118478-APR2023	101-542-90-40-04	703 Kansas ST SW	\$372.97		
		300000002406-APR2023	101-542-63-47-03	Street Lights	\$1,768.54		
				Total	\$26,174.50		
		Punzalan, Shawna	52346	APR2023-402	001-521-20-31-02	Supplies-Interviews	\$10.73
				LRI Trining-APRIL2023	001-514-40-41-19	Milage & Meals for LRI Training-Yakima WA	\$204.90
					101-542-30-41-17	Milage & Meals for LRI Training-Yakima WA	\$11.59
					105-576-80-41-14	Milage & Meals for LRI Training-Yakima WA	\$11.59

Vendor	Number	Invoice	Account Number	Notes	Amount	
Punzalan, Shawna	52346	LRI Trining-APRIL2023	401-534-90-49-00	Milage & Meals for LRI Training-Yakima WA	\$61.87	
			408-535-90-49-00	Milage & Meals for LRI Training-Yakima WA	\$50.26	
			410-531-31-40-06	Milage & Meals for LRI Training-Yakima WA	\$46.39	
			Total	\$397.33		
Purcor Pest Solutions	52347	10357988	001-514-21-48-01	Pest Control	\$178.05	
			Total	\$178.05		
Puyallup, City of	52348	1110-Jail Fees-March 2023	001-523-60-41-00	Jail Fees-March 2023	\$161.84	
			Total	\$161.84		
S&S Tire Service INC	52349	1-142023	105-576-80-48-01	Tires-Gator	\$282.25	
			Total	\$282.25		
Sarco Supply	52350	1148915	401-534-10-31-00	Restroom Supplies	\$111.03	
			408-535-10-31-00	Restroom Supplies	\$111.03	
			410-531-38-31-00	Restroom Supplies	\$111.03	
			1149129	001-512-51-31-00	Bathroom Supplies	\$22.40
				001-514-23-31-02	Bathroom Supplies	\$58.81
				001-521-20-31-03	Bathroom Supplies	\$84.02
				001-524-60-31-01	Bathroom Supplies	\$14.00
				105-576-80-31-00	Bathroom Supplies	\$5.60
				105-576-80-31-00	Bathroom Supplies	\$5.60
				401-534-10-31-00	Bathroom Supplies	\$30.81
				408-535-10-31-00	Bathroom Supplies	\$30.81
				410-531-38-31-00	Bathroom Supplies	\$28.01
				Total	\$613.15	
			Secure Pacific Corp/Mountain Alarm	52351	364995	408-535-10-41-07
Total	\$258.00					
SwiftComply US Opco, INC	52352	INV-8941	401-534-60-48-04	SAAS-Backflow Service	\$8,794.60	
			Total	\$8,794.60		
T M G Services Inc	52353	0049561-IN	401-534-50-48-04	USA 96819-2 Year Kit Depolox	\$1,929.16	
			Total	\$1,929.16		
UniFirst Corporation	52354	330 1962924	408-535-10-31-03	Uniform Item-Protective Services	\$212.04	
			Total	\$212.04		
US BankNA Custody Treasury Div-Mony Cntr	52355	122-Safekeeping	001-514-23-49-06	Fees for Safekeeping	\$30.10	
			101-542-90-40-01	Fees for Safekeeping	\$4.30	

Vendor	Number	Invoice	Account Number	Notes	Amount	
US BankNA Custody Treasury Div-Mony Cntr	52355	122-Safekeeping	105-576-80-41-09	Fees for Safekeeping	\$4.30	
			401-534-90-40-02	Fees for Safekeeping	\$12.90	
			408-535-90-40-02	Fees for Safekeeping	\$21.50	
			410-531-90-40-02	Fees for Safekeeping	\$12.90	
			Total	\$86.00		
Usabluebook	52356	238200	401-534-50-48-02	Kynar Male Connectors	\$92.06	
		324011	401-534-50-48-02	Kynar Male Connectors	\$131.01	
		Total	\$223.07			
Utilities Underground Location Center	52357	3030205	401-534-60-41-00	Locates-March 2023	\$47.73	
			408-535-60-41-00	Locates-March 2023	\$47.73	
			Total	\$95.46		
Vision Municipal Solutions LLC	52358	09-12452	401-534-10-31-00	Utility Bill Processing & Mailing	\$96.49	
			401-534-10-42-00	Utility Bill Processing & Mailing	\$510.28	
			408-535-10-31-00	Utility Bill Processing & Mailing	\$96.49	
			408-535-10-42-00	Utility Bill Processing & Mailing	\$510.28	
			410-531-38-31-00	Utility Bill Processing & Mailing	\$96.50	
			410-531-38-42-00	Utility Bill Processing & Mailing	\$510.28	
			09-12461	401-534-10-31-00	Utility Bill Processing & Mailing	\$11.26
				401-534-10-42-00	Utility Bill Processing & Mailing	\$62.61
				408-535-10-31-00	Utility Bill Processing & Mailing	\$11.26
				408-535-10-42-00	Utility Bill Processing & Mailing	\$62.61
		410-531-38-31-00		Utility Bill Processing & Mailing	\$11.26	
		09-12512	410-531-38-42-00	Utility Bill Processing & Mailing	\$62.62	
			401-534-10-31-00	Utility Bill Processing & Mailing	\$10.91	

Vendor	Number	Invoice	Account Number	Notes	Amount
Vision Municipal Solutions LLC	52358	09-12512	401-534-10-42-00	Utility Bill Processing & Mailing	\$64.52
			408-535-10-31-00	Utility Bill Processing & Mailing	\$10.91
			408-535-10-42-00	Utility Bill Processing & Mailing	\$64.52
			410-531-38-31-00	Utility Bill Processing & Mailing	\$10.92
			410-531-38-42-00	Utility Bill Processing & Mailing	\$64.52
			Total	\$2,268.24	
Water Management Lab Inc.	52359	210528	401-534-10-41-03	Lab Testing	\$52.00
		210608	401-534-10-41-03	Lab Testing	\$176.50
		Total	\$228.50		
Wex Bank	52360	88547103	001-521-20-32-00	Fuel-PD	\$1,631.27
				Total	\$1,631.27
Grand Total					\$170,718.68

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
Regular Business Meeting Minutes
104 Bridge Street S, Orting, WA
Zoom – Virtual
March 29th, 2023
7:00 p.m.

Mayor Joshua Penner, Chair

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

Mayor Penner called the meeting to order at 7:08pm. Deputy Mayor Bradshaw led the Pledge of Allegiance.

Councilmembers present: Councilmembers Tod Gunther, John Williams, Greg Hogan, Melodi Koenig and Deputy Mayor Bradshaw.

Virtual: Councilmember Chris Moore.

Councilmember Hogan made a motion to excuse Councilmember Tracy. Seconded by Deputy Mayor Bradshaw.

Motion passed (6-0).

Staff present: City Administrator Scott Larson, Finance Director Gretchen Russo, Capital Projects Manager John Bielka, City Clerk Kim Agfalvi, City Attorney Charlotte Archer, Wastewater Supervisor Steven Daskam, Activities and Events Coordinator Michell Alfieri, Police Lieutenant Ed Turner, Police Officer Zach Kenyon, Police Officer Garrett Bond.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

No requests were made.

2. PUBLIC COMMENTS.

No comments were made.

3. ORTING HIGH SCHOOL WRESTLING RECOGNITION.

Mayor Penner recognized the Orting High School wrestling team for their achievements including winning the 2A State Wrestling title and presented a proclamation to the team captains and coaches.

4. COUNCILMEMBER DAVE MORELL.

Councilmember Dave Morell from the Pierce County Council, District 1, commented and stated that Councilmember Chris Moore was appointed to the Flood Control District Advisory Board. He commented on the Affordable Housing tax that was passed by the Orting City Council and he complimented the Council on their foresight.

Council discussion followed.

5. STAFF RECOGNITION.

Mayor Penner stated that he wanted to take the opportunity to highlight the work of three tremendous employee performers for the past quarter and recognized Garret Bond from the police department, Michell Alfieri from administration, and Steve Canonica from the public works department. He then read the recognition statements submitted by each supervisor. Police Lieutenant Ed Turner, City Clerk Kim Agfalvi, and Wastewater Supervisor Steven Daskam also made statements about their respective employees.

6. CONSENT AGENDA.

- A. Payroll Claims and Warrants.
- B. Meeting Minutes of March 8th, March 15th, and March 20th, 2023.
- C. AB23-26 – Mini Excavator with Brush Cutter Purchase.
- D. AB23-27 – Train Switch Installation.

Councilmember Hogan approve the consent agenda as prepared. Seconded by Councilmember Koenig.

Motion passed (6-0).

7. NEW BUSINESS.

A. AB23-29 – Well #1 Filter Media Replacement Purchase.

Projects Manager John Bielka briefed on the replacement of the media in well one. He presented the bid tabulations that included media only replacement and a second option of replacement and installation of the media. He stated staff recommendation is to have public works install the media and proceed with the bid for the media only replacement in an amount to not exceed \$43,885.26.

Deputy Mayor Bradshaw made a motion to approve the purchase of a filter media replacement in an amount to not exceed \$43,885.26. Seconded by Councilmember Williams.

Motion passed (6-0).

8. EXECUTIVE SESSION.

No executive session.

9. ADJOURNMENT.

Deputy Mayor Bradshaw made a motion to adjourn. Seconded by Councilmember Gunther.

Motion passed (6-0).

Mayor Penner adjourned the meeting at 7:38pm.

ATTEST:

Joshua Penner, Mayor

Kimberly Agfalvi, City Clerk

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
Regular Business Meeting Minutes
104 Bridge Street S, Orting, WA
Zoom – Virtual
April 12th, 2023
7:00 p.m.

Mayor Joshua Penner, Chair

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

Mayor Penner called the meeting to order at 7:01pm. Councilmember Hogan led the Pledge of Allegiance.

Councilmembers present: Councilmembers Chris Moore, Greg Hogan, and Deputy Mayor Bradshaw.

Virtual: Councilmembers Don Tracy, John Williams, and Melodi Koenig.

Absent: Councilmember Tod Gunther.

Councilmember Moore made a motion to excuse Councilmember Gunther. Seconded by Councilmember Koenig.

Motion passed (4-2). Yay - Moore Koenig, Williams, Tracy. Nay - Hogan, Bradshaw

Staff present: City Administrator Scott Larson, Capital Projects Manager John Bielka, City Clerk Kim Agfalvi, City Attorney Charlotte Archer.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

Councilmember Moore asked that item 5, Executive Session, be moved to before item 4A. Seconded by Deputy Mayor Bradshaw.

Motion passed (6-0).

2. PUBLIC COMMENTS.

No public comments were made.

3. CONSENT AGENDA.

A. Payroll Claims and Warrants.

Councilmember Hogan made a motion to approve the consent agenda as prepared. Seconded by Councilmember Moore.

Motion passed (6-0).

4. EXECUTIVE SESSION.

City Attorney Charlotte Archer briefed that the meeting would be recessed to executive session pursuant to RCW 42.30.110(1)(i) to discuss pending or threatened litigation when public discussion of the item could have adverse legal or financial consequence for the agency to begin at 7:07pm for ten minutes with action to follow.

7:07pm executive session began.
Executive session ended at 7:17pm.

Mayor Penner reconvened the meeting to regular session at 7:17pm.

5. NEW BUSINESS.

A. AB23-38 – Insurance Settlement.

Councilmember Moore made a motion to authorize the Mayor to sign a Limited Settlement Agreement and Release for \$35,000 between the City and Continental Casualty Company and Liberty Mutual Insurance Company for existing claims, in a form acceptable to the City Attorney. Seconded by Councilmember Hogan.

City Administrator Scott Larson briefed on the settlement agreement with Continental Casualty Company and Liberty Mutual Insurance for \$35,000.00.

Motion passed (6-0).

6. ADJOURNMENT.

Deputy Mayor Bradshaw made a motion to adjourn. Seconded by Councilmember Moore.

Motion passed (6-0).

Mayor Penner adjourned the meeting at 7:20pm.

ATTEST:

Joshua Penner, Mayor

Kimberly Agfalvi, City Clerk



City Of Orting Council Agenda Summary Sheet

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject:	AB23-31	Public Safety	4.19.2023	4.26.2023
Police Vehicle Replacement				
	Department:	Police		
	Date Submitted:	4.6.2023		
Cost of Item:	<u>\$60,000</u>			
Amount Budgeted:	<u>\$60,000</u>			
Unexpended Balance:	<u>\$0</u>			
Bars #:	Various			
Timeline:	ASAP			
Submitted By:	Devon Gabreluk			
Fiscal Note: This replacement vehicle will be purchased with funds recovered by insurance.				
Attachments: N/A				
SUMMARY STATEMENT:				
<p>Mid-year 2022, a marked police vehicle was damaged while apprehending an impaired felon. Insurance determined the vehicle to be a total loss and recovered funds for replacement.</p> <p>This agenda bill seeks authorization to purchase a replacement vehicle up to the amount indicated using funds recovered from insurance. This agenda bill is not a request to add an additional vehicle to the current Police fleet above what has already been approved by council. The replacement vehicle will be acquired through the State of Washington vehicle purchasing contract, or the State of Arizona cooperative vehicle purchasing contract previously approved by council in 2022. Per current purchasing policy, no bidding process is required.</p>				
RECOMMENDED MOTION: <u>Motion:</u>				
To Authorize the Mayor to Sign Contracts for The Purchase of One replacement Police Vehicle and the Vehicles' Upfitting For an Amount Not to Exceed \$60,000.00,				



City Of Orting Council Agenda Summary Sheet

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Updated Police TRT/SWAT ILA	AB 2023-32	Public Safety	4.19.2023	4.26.2023
	Department:	Police		
	Date Submitted:	4.6.2023		
Cost of Item:	\$ 0			
Amount Budgeted:	\$ 0			
Unexpended Balance:	\$ 0			
Bars #:	N/A			
Timeline:	ASAP			
Submitted By:	Devon Gabreluk			
Fiscal Note: No change in funding				
Attachments: Updated Police TRT/SWAT ILA				
SUMMARY STATEMENT: The Multi-jurisdiction Tactical Response Team(TRT) is undergoing a process to become certified as a SWAT Tier 2 team in accordance with the National Tactical Officers Association. This change will allow the team to handle a broader range of situations that require more advanced training and tactics. As a result, the current interlocal agreement between the cities of Orting, Puyallup, Bonney Lake, Sumner, Fife, and Milton needs to be updated. Updates to the ILA include adding the City of Dupont as a signatory agency, allowing for existing signatories to add future participating agencies, language to upgrade the team to Tier 2 SWAT status, and additional language relating to payment options for signatory agencies.				
RECOMMENDED MOTION: <u>Motion:</u> To authorize the Mayor to Sign the updated Interlocal agreement for services provided by the Multi-Jurisdiction Tactical Response/SWAT Team.				

INTERLOCAL COOPERATION AGREEMENT FOR MULTIJURISDICTIONAL SWAT 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, Sumner, and DuPont (the "Signatory Agencies"). Through this agreement, the Signatory Agencies agree to provide mutual aid and support for a multijurisdictional SWAT Team 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 SWAT 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 SWAT Team 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 SWAT Team 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(1), as now enacted or hereafter amended.

- G. **Primarily Responsible Agency** means the law enforcement agency within whose Primary Geographic or Territorial Jurisdiction a call out occurs, if it occurs within a Signatory Agency jurisdiction. If the call out takes place outside the Primary 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 the law enforcement agency that has requested assistance from the SWAT Team.
- I. **Signatory Agency** means a city, town or other public agency or unit of local government that is a signing party to this Interlocal Agreement.
- J. **Team Commander** means the individual responsible for directing the tactics and deployment of the SWAT Team during callouts.
- K. **SWAT Team** means a team of individual law enforcement officers, drawn from the Signatory Agencies, qualified by training and expertise to perform the tasks of a SWAT Team as defined in the Tactical Response and Operations Standard for Law Enforcement Agencies, published by the National Tactical Officer's Association. SWAT Team 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 SWAT 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 increased risks to public safety personnel and the public.

Section 3. Governance of the SWAT Team

- A. **Executive Board - Oversight Committee**: The management and affairs of the SWAT Team operating under this Agreement shall be governed by an Executive Board, known as the Oversight Committee ("OC"). The OC is comprised of the Chief Law Enforcement Officer (or his/her designee) from each Signatory Agency.

In the event a new Signatory Agency is added to this Agreement, the Chief Law Enforcement Officer from the newly-added agency will become a member of the OC upon that Signatory Agency's adoption of this Agreement.

- 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 SWAT Policy and Procedures Manual, shall be made by simple majority vote of OC members in attendance at the meeting during which the vote is taken, so long as at least a quorum of the OC is present. All decisions regarding changes to the SWAT 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 to each member of the OC. The email shall (1) describe the background and nature of the issue, (2) describe the emergent reasoning for calling an electronic vote, and (3) clearly state the motion upon which a vote is requested. Each OC member shall have 24 hours to respond to the email and indicate their vote on the matter presented. 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 SWAT Team'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 where extenuating circumstances make scheduling 30 days in advance impractical. 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 SWAT Team

- A. **Governing Policies and Procedures:** During a callout, members of the SWAT Team will be governed by, and act in accordance with, the SWAT policies and procedures approved by the OC. To the extent the policies/procedures/regulations of the SWAT Team conflict with those of the individual jurisdictions, the SWAT versions will control all SWAT activities.
- B. **Team Structure:** The goal of the SWAT Team is to have seventeen (17) operators and two (2) Team Commanders.
1. **Tactical Personnel:** The SWAT Team 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
 - DuPont: 1 team member
 2. **Negotiators:** The SWAT Team 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 attrition occurs in the initial SWAT Team, vacancies shall be filled based on criteria and processes approved by the OC, with the goal of always maintaining the minimum team personnel outlined in Section 4(B) above.
 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 whether to extend the term of one or both Team Commanders for a fixed period of time.

The OC may, by majority vote, replace one or both Team Commander/s 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 that position.

- C. **Incident Commander – Role and Authority:** For every SWAT Team activation/callout, an Incident Commander shall be appointed by the Primarily Responsible Agency. The Chief Law Enforcement Officer of the Primarily Responsible Agency, or his/her designee, 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 SWAT Team 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 SWAT Team activation/callout. The Team Commander shall be responsible for the tactical application of SWAT Team personnel and resources to accomplish the objectives established by the Incident Commander.

- E. **Primary/Secondary Team Commander Selection and Authority:** For each SWAT Team 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 SWAT Team, 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 and capabilities of the SWAT Team 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 SWAT Team will respond to the request, the Team Commander(s) shall determine the number and type of SWAT Team personnel, equipment, and other resources needed. The Team Commander(s) shall have the authority to withdraw the SWAT Team from any incident at any time he/she determine/s the incident no longer fits within the scope of the SWAT Team.
- 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 resolve safely and appropriately. In general, however, each Signatory Agency shall direct SWAT Team members in its employ to respond to an activation/callout as promptly and effectively as possible. Withdrawal of a Signatory Agency from an incident shall not affect that agency's financial responsibilities for any cost or liability incurred by the SWAT Team 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 SWAT Team 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 SWAT Team 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 combined, per the most recent Washington Office of Financial Management (OFM) estimate as of December 1 of the calendar year prior to which the budget applies. The percentage of each Signatory Agency's share shall be calculated to two decimal points (i.e., 1/100th of one-percent, without rounding). Any added amount necessary to bring the total to 100% after tabulation shall be added to the share of the Signatory Agency with the largest population.

Each Signatory Agency shall pay their annual share by January 31st of each year unless modified by a majority vote of the OC..

In the event a new Signatory Agency is added to this Agreement at any time other than the beginning of an annual budget cycle, the proportional share of each Signatory Agency shall be recalculated, to include the new Signatory Agency's proportional share, on the first day of the next new month immediately following the new Signatory Agency's adoption of this Agreement.

In the event that any Signatory Agency has prepaid its proportional share of the budget, any overpayment resulting from a recalculation of proportional share following the addition of a Signatory Agent shall not be refunded, but shall be credited to that Signatory Agency's proportional cost of the budget for the next month, and any month thereafter, until such overpayment has been resolved.

D. Certain Costs/Expenses Not Shared: The following costs/expenses of participation in the SWAT Team 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 SWAT Team operations (*i.e.*, patrol cars, etc.);
- E. Training Costs:** Costs for SWAT Team-specific training events (*i.e.*, events attended by the entire Team) 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 SWAT Team-specific training submitted by Team Members. Unless otherwise approved by the OC, individual training for Team Members (outside of Team training events) shall be the sole responsibility of the Signatory Agency that employs that Team Member.
- F. Emergency Expenses.** If, during an incident to which the SWAT Team has responded, the Team Commander determines an emergency expense is necessary to the continued participation of the SWAT Team, 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. Consumable 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 SWAT Team seeks reimbursement, and the Requesting Agency shall remit payment via the Host Agency within 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 SWAT Team general account to supplement/augment continuing SWAT Team 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 SWAT Team budget and account/s at any time.
- J. Annual Report:** An annual report of all SWAT Team 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;
2. A tabulation of the personnel and respective jurisdiction at each call out;
3. A summary of the command positions assumed by personnel and their respective jurisdiction at each call out, including Incident Commander, Team Commanders, etc.;
4. A summary of any policy changes and the inclusion of a copy of the signed policy;
5. A copy of all completed risk matrixes, regardless of whether a SWAT Team 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 tort claim is filed against a Signatory Agency or its employees for actions arising from their conduct on behalf of the SWAT Team, 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. A “tort claim” shall be defined as any written claim for damages whether or not such claim technically complies with RCW 4.96.020.
- 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 SWAT Team 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 also involves acts/omissions that did not occur during a SWAT Team call out, the lead jurisdiction for those portions of the claim shall be the jurisdiction that employs the individuals whose actions/omissions serve as the basis for that portion of 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 SWAT Team 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 SWAT Team 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 SWAT Team action. It is the intent of the Signatory Agencies that they share equally in the financial burden of litigation regarding SWAT Team 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 member/s 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 SWAT Team, 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 or risk-pooling organization 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 or litigation brought against any Signatory Agency or its employees for any act or omission undertaken on behalf of the SWAT Team 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 SWAT Team, 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 SWAT Team-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 SWAT Team 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 SWAT Team, 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 during any SWAT Team related activity, 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 SWAT Team 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 omissions of its officers and employees or each other as related to any SWAT Team 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 and/or self-insured coverage to the extent possible to fully implement and follow this Agreement. 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 personnel are deemed to be continuing employment for their respective employers when activated as members of the SWAT Team. 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 will coordinate any press releases relating to SWAT Team 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 SWAT Team 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 that such officer would have received had that officer been

acting under the immediate direction of the 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 this Agreement with thirty (30) calendar days advance written notice 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 that calendar year. Termination of this Agreement and/or withdrawal of an agency shall not terminate the indemnity/liability of that agency for any incident arising prior to the withdrawal. All terms of this Agreement shall survive the termination with respect to any cause of action, claim or liability arising on or prior to the date of termination.

1. In the event a Signatory Agency withdraws from and terminates participation under this Agreement, property 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 SWAT Team general operating budget will continue to remain with and be available for use by the SWAT Team 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 Officers from the Signatory Agencies shall be responsible for administering the terms of this agreement.

Section 19. Entire Agreement

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

Section 20. 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.

Section 21. Additional Signatory Agencies

Additional agencies may become parties to this Agreement if approved by a majority vote of the OC at a regularly scheduled meeting. Once approved by such a vote, the new Signatory Agency will execute this Agreement by affixing the signature of a designated official to a copy of this Agreement in the same manner as the existing Signatory Agencies.

The addition of a Signatory Agency does not change the terms of this Agreement unless otherwise stated herein, and does not require re-adoption of this Agreement by any Signatory Agency or such agency's governing body.

Except as otherwise provided herein, the rights and liabilities of any additional Signatory Agency shall attach immediately upon that Agency's adoption of this Agreement by signature of a designated official.

CITY OF BONNEY LAKE

By: _____
Michael McCullough, Mayor

Date: _

As To Form: _____
Print Name: _____
Bonney Lake City Attorney

Date: _

CITY OF PUYALLUP

By: _____
Steve Kirkelie, 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: _____
Kathy Hayden, Mayor

Date: _

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

Date: _

CITY OF FIFE

By: _____
Derek Matheson, 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: _

As To Form: _____
Gordon P. Karg
DuPont City Attorney

Date: _



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Public Works Board – WRRF Construction Loan	AB23-41			
			4.19.2023	4.26.2023
	Department:	Finance/Administration		
	Date Submitted:	4.19.2023		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	May 30, 2023 Deadline			
Submitted By:	Scott Larson/John Bielka			
Fiscal Note: \$10 million loan with 20-year amortization and \$500 thousand annual debt service.				
Attachments: Loan Agreement				
SUMMARY STATEMENT:				
<p>Staff applied for a Water Resource Recovery Facility (WRRF) construction loan through the state Public Works Board. The city has approximately \$6 million on hand, and this loan amount is up to \$10 million. This is a below market interest loan of 1.39%, with a 20-year amortization period and approximately \$500 thousand per year debt service. Our current WRRF rates are structured to accommodate approximately \$1 million per year in debt service in anticipation of this project. The loan has a 60 month draw period which gives us adequate time to complete design and construction steps. We can utilize these funds for the remaining design work.</p> <p>We will not owe interest until funds are borrowed, which will not occur until council approves a design/build team which is anticipated to be this summer. In addition, the city has the ability to pay the loan off early without pre-payment penalties.</p>				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve Resolution No. 2023-07, A Resolution of the City of Orting, authorizing the Mayor to sign loan documents with the Washington State Public Works Board Construction Loan for the Water Resource Recovery Facility.				

CITY OF ORTING
WASHINGTON

RESOLUTION NO. 2023-7

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, ACCEPTING A LOAN FROM
THE WASHINGTON STATE PUBLIC WORKS
BOARD LOAN PROGRAM FOR THE ORTING
WATER RESOURCE RECOVERY FACILITY**

WHEREAS, the City applied for and was granted a loan by Washington State Department of Commerce that the City was successful in obtaining a \$10,000,000 loan award through the Washington State Public Works Board Loan Program for construction of the Orting Water Resource Recovery Facility; and

WHEREAS, the Public Works Board has provided the City with a Construction Loan Contract (Contract No. PC23-96103-126) that sets forth the terms and conditions for the Loan, including but not limited to terms for repayment (Section 1.18); and

WHEREAS, the City Council has determined it to be in the best interest of the City and its residents to enter into a contract with the Public Works Board for construction of the Orting Water Resource Recovery Facility;

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

Section 1. Recitals. It is the intent of the Orting City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

Section 2. Authorization. The City Council hereby approves of and authorizes the Mayor to execute Public Works Board Construction Loan Contract No. PC23-96103-126 with the Washington State Public Works Board for the Orting Water Resource Recovery Facility, and all documents necessary to effectuate the receipt of the Loan.

Section 3. Effective Date. This Resolution shall take effect immediately upon its passage.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 26th DAY OF APRIL 2023.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk

Approved as to form:

Charlotte Archer, City Attorney
Inslee Best, PLLC

CONTRACT FACE SHEET

Contract Number: PC23-96103-126

PUBLIC WORKS BOARD CONSTRUCTION LOAN CONTRACT

1. Contractor City of Orting PO Box 489 Orting, WA 98360		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$10,000,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2043
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID #	11. SWV # SWV001980	12. UBI #	13. DUNS #
14. Contract Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
_____ Signature		_____ Kathryn A. Gardow, Public Works Board Chair	
_____ Print Name		_____ Date	
_____ Title		APPROVED AS TO FORM ONLY	
_____ Date		_____ Date:	
		Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Orting
Loan Number: PC23-96103-126

PROJECT INFORMATION

Project Title: Orting Water Resource Recovery Facility (WRRF)
Project City: Orting
Project State: Washington
Project Zip Code: 98360

LOAN INFORMATION

Loan Amount: \$10,000,000.00
Total Estimated Cost: \$19,256,375.00
Total Estimated Project Funding: \$10,000,000.00
Loan Forgiveness % (if applicable): %
Loan Term: 20
Interest Rate: 1.39%
Payment Month: June 1st
Loan Reimbursement Start Date: November 5, 2022
Time of Performance: 60 months from Execution Date of this Contract to Project Completion.

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the **Sanitary Sewer (Wastewater) system**. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents and construction. The project needs to meet all applicable Local, State, and/or Federal standards.



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CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

Part 1. SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Loan Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this Construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the Contract in **THIS STYLE** for easier identification.

1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the BOARD has awarded the Contractor a Public Works Board construction loan for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Contract to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit.

Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Contract performed by sub-contractors and the portion of the Contract funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**.

Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Board loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 21-02, or, as an alternative to completion of Governor's Executive Order 21-02, Contractor shall complete Section 106 of the National Historic Preservation Act, as applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to indemnify, defend and hold harmless the BOARD and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to cultural resource as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural resources are discovered during construction, the Contractor shall immediately stop work and notify the local historical preservation officer and the state's historic preservation officer at DAHP. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to the declared **SCOPE OF WORK**.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44.040 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the **SCOPE OF WORK**, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Contract execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Contract execution, the Contractor may choose one of the two following incentives upon project completion:

- Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:
- Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Contract execution, the Contractor may choose one of the following two incentives upon project completion:

- Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;
- Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

1.15 Rate Loan Forgiveness and Term of Loan

The BOARD shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as LOAN FORGIVENESS %. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.16 Recapture

The right of recapture under Section 2.31. Recapture shall exist for a period not to exceed six (6) years following Contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal; referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD not more often than monthly.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total grant amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared **LOAN AMOUNT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Board monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Board by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

Loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Contract execution. Interest accrues for the sixty (60) months after Contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project Status Reports with each Invoice Voucher;
- B. Project Quarterly Reports (if no funds have been reimbursed in the quarter) and/or Quarterly Expenditures Report;
- C. Quarterly Projection Invoice Reports;
- D. Certified Project Completion Report at project completion (as described in Section 1.13);
- E. Pictures of various stages of the project, and
- F. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause.

1.21 Termination for Convenience

The BOARD may terminate this Contract in the event that state funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

1.22 Time of Performance

No later than sixty (60) months after the date of Contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Contract Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

THE BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.24 Special Conditions

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as LOAN SECURITY.



Part 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- D. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

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

2.4 AMENDMENTS

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

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.09 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
2. All material produced by the Contractor that is designated as "confidential" by the Board; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.11 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.12 CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the PUBLIC WORKS BOARD including but not limited to formulating or drafting the legislation, participating in loan procurement planning and execution, awarding loans, and monitoring loans, during the 24 month period preceding the start date of this Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by BOARD that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Loan.

In the event this contract is terminated as provided above, BOARD shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of BOARD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, BOARD, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.20 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

2.22 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.23 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.24 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.25 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.26 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board’s review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board’s name is mentioned, or language used from which the connection with the state of Washington’s or the Board’s name may reasonably be inferred or implied, without the prior written consent of the Board.

2.31 RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, the Board may recapture such funds from payments due under this contract.

2.32 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.35 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.36 SEVERABILITY

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

2.37 SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal

conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.38 SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.39 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE

In the event BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.41 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.42 TERMINATION PROCEDURES

Upon termination of this contract, BOARD, in addition to any other rights provided in this contract.

The rights and remedies of BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 TREATMENT OF ASSETS

Title to all property furnished by BOARD shall remain in BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.44 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

City of Orting
PC23-96103-126

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the **City of Orting** (the Contractor); and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to contract with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Board financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

Signature of Attorney

Date

Name



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Whitehawk Local Agency Agreement (LAG)	AB23-43			
			4.19.2023	4.26.2023
	Department:	Administration		
	Date Submitted:	4.14.2023		
Cost of Item:	<u>\$319,879.20 (Design Cost)</u>			
Amount Budgeted:	<u>\$43,183.69 (Grant Match)</u>			
Unexpended Balance:	<u>\$ 0</u>			
Bars #:	101-595-20-41-01			
Timeline:				
Submitted By:	John Bielka			
Fiscal Note: The City has a grant to cover the balance of the design cost.				
Attachments: LAG Agreement				
SUMMARY STATEMENT:				
<p>This project is a continuation from the previous Parametrix Agreement Number 2002-02 to allow for the new scope that includes design of two new roundabouts, new illumination at the roundabouts, new channelization at the roundabouts, and environmental permitting.</p> <p>New roundabouts will be installed at the SR 162/Whitehawk Boulevard and Whitehawk Boulevard/Calistoga intersections. A rapid rectangular flashing beacon (RRFB) will be designed on the south pedestrian crossing of Whitehawk and 162. RRFBs will be provided on all legs of the Whitehawk/Calistoga roundabout</p> <p>The two roundabouts and the intersection of Orting Avenue will be illuminated. The corridor will not have illumination. All illumination within the City Right-of-Way (ROW) will be decorative. Illumination within Washington State Department of Transportation (WSDOT) ROW will be designed to WSDOT standards and not decorative.</p> <p>Total project cost \$319,879.20. City's portion is \$43,183.69 (13.5% match) with the balance covered by a grant.</p>				
RECOMMENDED MOTION: Motion:				
To approve the attached scope and budget for professional services as described in the Whitehawk Local Agency Agreement (LAG) in the amount of \$319,879.20.				

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN or SSN Number	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number:

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

Agreement Number:

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number:

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

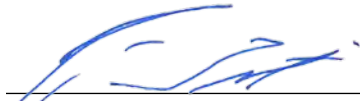
tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

***Exhibit A
Scope of Work***

Project No.

Agreement Number:

EXHIBIT A

SCOPE OF WORK

City of Orting Whitehawk Boulevard Extension New Scope for RTCC Grant Application

INTRODUCTION

This Scope of Work and Budget covers the anticipated effort to complete a new Scope of Work for the Whitehawk Boulevard Project. The increased scope includes two new roundabouts, new illumination at the roundabouts, new channelization at the roundabouts, and environmental permitting.

PROJECT LIMITS

The project limits are in the City of Orting (City) at Whitehawk Boulevard from State Route (SR) 162 to Calistoga Street West. The alignment of Whitehawk Boulevard will be located between the existing terminus at Orting Avenue NW and extend to the intersection of Kansas Street and Calistoga Street West.

ROADWAY IMPROVEMENTS

Whitehawk Boulevard

- Whitehawk Boulevard will be extended to Calistoga Street West. The connection to Calistoga Street West will be at the Kansas Street intersection. Kansas Street will be realigned as necessary to construct a roundabout at the Kansas/Calistoga/Whitehawk intersection.
- Improvements will include a two-lane section with a travel lane in each direction and left-turn lanes at Orting Avenue, curb, gutter, sidewalk, bike lanes, combined-use trail, drainage, utility adjustments, illumination, channelization, and signing. The sidewalk widths will be 5 feet separated from the roadway with a grass planter strip. The combined-use trail will be 15 feet wide.
- A new roundabout will be designed at the intersection with SR 162.
- A new roundabout will be designed at the intersection with Calistoga Street West.
- Whitehawk Boulevard will be re-channelized as necessary between SR 162 and the current terminus.

STORM DRAINAGE

Stormwater runoff from the roundabout at SR 162 and Calistoga Street will be collected and conveyed to a project-specific stormwater facility. The facility may be designed as a Low Impact Development (LID) type best management practice (BMP) such as a bioretention area, stormwater wetland, or compost amended vegetated filter strip (CAVFS). The increase in stormwater for the roundabout at SR 162 and Calistoga St roundabout are included in the new Scope of Work.

ILLUMINATION

The two roundabouts and the intersection of Orting Avenue will be illuminated. The corridor will not have illumination. All illumination within the City Right-of-Way (ROW) will be decorative. Illumination within Washington State Department of Transportation (WSDOT) ROW will be designed to WSDOT standards and not decorative.

INTERSECTIONS

New roundabouts will be installed at the SR 162/Whitehawk Boulevard and Whitehawk Boulevard/Calistoga intersections. A rapid rectangular flashing beacon (RRFB) will be designed on the south pedestrian crossing of Whitehawk and 162. RRFBs will be provided on all legs of the Whitehawk/Calistoga roundabout.

LANDSCAPING

Planter strips will be grass and no irrigation will be provided.

WSDOT REVIEW AND APPROVAL

Parametrix will prepare channelization plans for approval by WSDOT. The intersection Control Evaluation (ICE) submitted in a previous phase will be used to design the roundabout configuration. This Scope of Work includes coordination with appropriate WSDOT staff to obtain the necessary plan approvals prior to advertisement.

ENVIRONMENTAL DOCUMENTATION AND PERMITTING

Parametrix will update the environmental permits previously prepared due to the change in Project scope.

Below is a detailed breakdown of the work effort required to complete final design of the above-described Scope of Work.

TASK 1 – FINAL DESIGN

Subtask 1 – Project Management and QA/QC

Work under this task includes additional time to administer and coordinate the various project elements and will be ongoing throughout all phases of the project. Work includes the following:

- Coordination, correspondence, and review meetings with City staff.
- Coordination with private utilities regarding the proposed locations of utility poles that require relocation due to roundabouts.
- In-house project administration, scheduling, and direction of project staff.
- Preparation of monthly progress reports.
- Preparation of preliminary project schedule

Product(s)

- Monthly invoices and progress reports.
- Miscellaneous correspondence and letters.
- In-house monthly project meetings.
- Preliminary project schedule in Microsoft Project format.

Assumption(s)

- This phase will last 6 months.
- Only one submittal of the preliminary project schedule will be required.

Subtask 2 – Mapping

The goal of this task will be to provide a base map with current ROW and topographical information along SR 162 and Whitehawk Boulevard to be used in final design.

Limits

- Whitehawk Extension – Mapping will be performed within the ROW limits of the intersection of Whitehawk Boulevard and SR 162 for an additional distance of 500 feet along SR 162. Additional mapping along Calistoga Street will be collected southerly of the intersection with Kansas Street.
- Existing conditions and improvements will be located during the mapping process. In general, the features will include sidewalks, curbs, fenceline, utilities, pavement marking, wetland information, and significant trees 12 inches and larger. Ground conditions such as tops, toes, and grade breaks will be gathered at sufficient intervals to create 1-foot contours.
- From existing public records and field located monuments, Parametrix will calculate and graphically show on the above-described base map the location of public road ROWs and parcel lines along the proposed alignment.

Product(s)

- Base map in AutoCAD format.

Assumption(s)

- Right-of-entry will not be required, and Parametrix surveyors will not enter private property for mapping purposes.
- The ordering of title reports and underground utility location services will be the responsibility of Parametrix.
- The setting of property corners or the recording of a Record of Survey is not a part of this scope and is not anticipated to be needed.

Subtask 3 – Right-of-Way Plans

The following scope includes a Right of Way Funding Estimate (ROWFE) for seven (7) properties and advisory services as needed to the design team. The following tasks will be performed:

- Right of Way Funding Estimate
- Advisory Services to the Design Team (as needed)

Product(s)

- Right of Way Funding Estimate for up to seven (8) parcels

Assumption(s)

- Right-of-entry will be granted to Parametrix surveyors to enter private property for mapping purposes.
- The ordering of title reports will be the responsibility of Parametrix.
- The setting of property corners or the recording of a Record of Survey is not a part of this scope and is not anticipated to be needed.
- No property acquisition or relocation support is needed under this Scope of Work.

Subtask 4 – Stormwater Report

This task will provide for the preparation of a stormwater report and stormwater pollution prevention plan in accordance with the current WSDOT Hydraulics and Hydrology manuals. The following tasks will be performed:

- The stormwater facility will be a project-specific facility for treatment and detention of runoff from the intersection of SR 162 and Whitehawk Boulevard.
- The facility will be a surface runoff-style facility such as a compost amended vegetated filter strip (CAVFS) or a bioretention facility.
- Stormwater runoff will be discharged following detention and water quality treatment to an existing City- or WSDOT-owned swale prior to discharging into the Puyallup River.

Product(s)

- Stormwater Report in PDF format.
- Stormwater Pollution Prevention Plan in PDF format.

Assumption(s)

- The reports will be prepared in accordance with the requirements in the current WSDOT Hydraulics and Hydrology manuals.
- Stormwater conveyance sizing calculations will be provided based on WSDOT Standards.

Subtask 5 – Preliminary Design

The information obtained from field investigations and the Corridor Study will be incorporated into a 30 percent design. This design will show the configurations of lane widths, sidewalk, planter strips, signal layout, and stormwater facilities. An initial review of the preliminary design will take place with City staff and the design team. Modifications to the preliminary design will be made based on the initial review, and a construction cost estimate will be prepared. The revised design can then be presented to all affected stakeholders at a Street Committee meeting or workshop. This meeting will focus on the major design elements and construction cost. Feedback from this meeting will be used to further refine the design and then be routed back to the City for final approval of the major design components. Upon approval of the major design components, the channelization and intersection plan will be submitted to WSDOT for approval.

The preliminary design plan and profile will include the following elements:

1. Roadway horizontal and vertical alignment.
2. Roadway and sidewalk widths.
3. Planter locations.
4. Utility extensions.
5. Anticipated roadside safety elements.
6. Retaining wall type, size, and locations.
7. Channelization improvements.
8. Stormwater Mitigation Plan.

Product(s)

- Initial design review meeting with the City.
- Preliminary design plan and profile, 20-scale color roll plot.
- Construction cost estimate.
- Review meeting with the City on preliminary design.
- Revised preliminary design plan and profile, 20-scale color roll plot.
- Revised construction cost estimate.
- Channelization plans for approval will be delivered to WSDOT for review and comment.

Assumption(s)

- Two meetings will be required to finalize the preliminary design.
- The City will invite stakeholders to design review meetings.

- Channelization plans will only be provided to WSDOT for review for the SR 162/Whitehawk Boulevard intersection.

Subtask 6 – Final Design

The purpose of this task will be to develop updates to the final plans necessary for bidding and construction. All materials and installation procedures will be in conformance with the City of Orting Standards and WSDOT Standards, except as modified to address specific project needs. All plans will be completed using AutoCAD Civil 3D 2020. Plan format, layout, and presentation will follow the format of past projects completed for the City by Parametrix. The following Final Plan Sheet Index is anticipated:

Table 1. Final Plan Sheet Index

Plan Sheet	Number of Sheets
Demolition and Utility Relocation Plan Updates (20 scale plan)	2
Roundabout Plan and Profile SR 162 (20 scale plan)	4
Roundabout Plan and Profile Calistoga (20 scale plan)	4
Stormwater Mitigation Plan and Details SR 162	3
Wall Plan and Profile and Details	3
Total Additional Estimated Sheet Count	16

Product(s)

- Opinion of probable construction cost.
- One full-size (22 by 34) and five half-size (11 by 17) sets of camera-ready reproducible plans.

Assumption(s)

- The Scope of Work and Budget for final design assumes that the decisions made for the new Scope will not change. Changes to items such as sidewalk location, stormwater treatment type and location, and vertical and horizontal alignment of the roadway will be considered extra work.
- The Scope of Work and Budget for final design assumes that the intersection plans at the Whitehawk/SR 162 intersection will be approved by WSDOT within two review cycles following the initial submittal. Additional review requests by WSDOT will be considered extra work.

TASK 2 – ENVIRONMENTAL DOCUMENTATION AND PERMITTING

Subtask 2.1 – Update Environmental Permits

Parametrix will update the previously prepared environmental permit documentation to match the new Project Scope. The additional permit impacts are created by expanding the stormwater pond limits within a critical area.

It is assumed that the following permits will be modified after NEPA approval:

- Section 401/404 Permit.

- Section 403(b)(1) Analysis Permit.
- Critical Area Report and Mitigation Plan.
- Shoreline Permit.

Product(s)

- Draft and Final permits for submittal to the City.
- PDF versions of all draft and final documents will be provided in addition to up to six printed hard copies.

Assumption(s)

- All permits were prepared under a previous Project and only modification of existing documentation is included in this task.
- City and Agency comments on draft deliverables will be submitted to Parametrix in a consolidated Excel spreadsheet comment form.

SUBCONSULTANT – RIGHT OF WAY FUNDING ESTIMATE

Epic Land Solutions – Right of Way Funding Estimate

Due to the new roundabouts, additional parcels are anticipated to require acquisition and a funding estimate will be provided. A complete list of parcels is included below:

Taxpayer Name	Parcel Number	Description
Ameri-Orting Development	0519301703	Private Parcel – Requires Acquisition Services
Orting School District	0519304036	Public Parcel – Acquisition Services Not Required
Wang Family	0519311700	Private Parcel – (Included in Previous Project)
City of Orting	6830000030	Public Parcel – (Included in Previous Project)
Minnick Family	6830000015	Private Parcel – (Included in Previous Project)
City of Orting	0519311068	Public Parcel – (Included in Previous Project)
Park Family	6830000020	Private Parcel – Requires Acquisition Services
Mckittrick Family	0519311062	Private Parcel – Requires Acquisition Services

Product(s)

- Project Funding Estimate including Temporary Construction Easements and Permanent Easements. (Included in previous project)
-

Assumption(s)

- None of the parcels listed in this task require relocation services.
- One client meeting, in addition to occasional correspondence and phone calls.

- Assumes ROWFE will include seven (8) parcels with (&) unique property owners impacted and no full acquisitions.
- No valuations will be prepared by Epic at this time.
- Epic will not obtain title reports and that there is no title review at this time.
- No acquisition or relocation support needed at this time.
- The Project has no delays and that ROWFE can be completed within 3 weeks from the receipt of ROW plans.
- Legal descriptions of right of way area, plat maps, project Right of Way plans, and Right of Way maps will be provided by Parametrix and the City at NTP.

SUBCONSULTANT – PH Consulting

The purpose of this task will be to develop updates to the final plans necessary for bidding and construction. All materials and installation procedures will be in conformance with the City of Orting Standards and WSDOT Standards, except as modified to address specific project needs. All plans will be completed using AutoCAD Civil 3D 2020. Plan format, layout, and presentation will follow the format of past projects completed for the City by Parametrix. The following Final Plan Sheet Index is anticipated:

Table 2. Final Plan Sheet Index

Plan Sheet	Number of Sheets
Channelization, Signage, and RRFP Plan Updates (20 scale plan)	5
Illumination Plans and Details (SR 162 and Calistoga)	3
Approved Channelization Plans (WSDOT)	3
Total Additional Estimated Sheet Count	12

Product(s)

- WSDOT Channelization Plan For Approval (PFA) for a roundabout at SR 162.
- Opinion of probable construction cost.
- One full-size (22 by 34) and five half-size (11 by 17) sets of camera-ready reproducible plans.

Assumption(s)

- The Scope of Work and Budget for final design assumes that the decisions made for the new Scope will not change.
- The Scope of Work and Budget for final design assumes that the channelization plans at the Whitehawk/SR 162 intersection will be approved by WSDOT within two review cycles following the initial submittal.

Exhibit B
DBE Participation

Agreement Number:

City of Orting Whitehawk Boulevard Extension Project

Disadvantaged Business Enterprise Inclusion Plan

Founded as an MBE firm in 1969, Parametrix understands the challenges that Disadvantaged Business Enterprises (DBEs) face as they seek opportunities to expand their business. This plan outlines Parametrix’s commitment to meet the DBE requirement of 16 percent established for this project.

SECTION 1 – SUBCONTRACTING

The table below lists the values as a percentage of the contract amount that Parametrix anticipates for participation by DBE firms.

Table 1. DBE Participation Percentages

Certification of Business Participation	Anticipated Percentage
Disadvantaged Business Enterprise	16%

SECTION 2 – DIVERSE BUSINESS SUBCONTRACTORS

Subconsultants anticipated to be used on this project are listed below, along with descriptions of tasks to be performed.

Table 2. Subconsultant Task Descriptions

Name of DBE	DBE Certifications	Task Description	Anticipated DBE Subcontract Value
PH Consulting, LLC.	D5M0024799	Channelization Plan for Approval, Signing, Roundabout Design and Illumination Design	\$61,500

SECTION 3 – DESIGNATED DBE LIAISON

The DBE Liaison for this project will be Jack Wright, the Project Manager. Jack has worked with DBE consultants covering a wide range of disciplines through his career. His contact information is:

Jack Wright, P.E.
Parametrix
Email: JWright@parametrix.com

Phone number: (253) 604-6759

Jack's responsibilities as the DBE Liaison include:

- Providing monthly updates to the City's Project Manager that include utilization of DBE subconsultants, progress to date, and projections for future work.
- Ensuring success of the DBE firms on the team by supporting them in learning the processes and procedures of the City's contracting.

SECTION 4 – DBE GOAL ATTAINMENT STRATEGY

Achieving the DBE requirement of 16 percent for this project will be accomplished by assigning the channelization plan for approval, signing, roundabout geometry and illumination design to PH Consulting LLC. Their participation will be monitored frequently and reported on monthly invoices. Parametrix has successfully teamed with PH Consulting on previous projects.

SECTION 5 – PROMPT PAYMENT AND DISPUTE RESOLUTION

The Parametrix process for monitoring and ensuring prompt payment to subconsultants starts with establishing the calendar by which our billing cycle operates so the subconsultant's invoice is timed with the Parametrix invoice submittal to the client. A calendar is provided to the subconsultant identifying the cutoff date for each monthly invoice. Parametrix's policy is to pay subconsultants no longer than 15 days after receiving payment from the client. In the event that any portion of an invoice is disputed, payment will be made for the non-disputed amounts.

For resolution of disputes, first a good faith negotiation between representatives of the subconsultant and Parametrix would take place. This would start with the subconsultant and Parametrix project managers and escalate to the principals of each firm if needed. The next step is nonbinding mediation under the Commercial Mediation Arbitration Rules and Mediation Procedures of the American Arbitration Association using a neutral mediator mutually acceptable to the parties, with the costs, therefore, shared equally. If the nonbinding mediation is not successful, final remedy would be through Superior Court in Pierce County, Washington.

SECTION 6 – MONITORING AND REPORTING REQUIRED DBE PARTICIPATION

Our accounting system, BST10, allows us to track the monthly effort of the subconsultants and compare the results against the planned level of effort. Our Project Manager will meet regularly with the subconsultant (in person or via telephone), check progress, and address any questions or challenges they may have with either their technical work or their share of the work in order to monitor and attain the required goal. A report summarizing the status and progress toward goal attainment will be included with each monthly invoice and progress report. We will submit this information via the new Diversity Management and Compliance System reporting system.

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 12, 2022

Parametrix, Inc.
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374-2215

Subject: Acceptance FYE 2021 ICR – Cognizant Review

Dear Janice Walden:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 172.55% of Combined/Corporate (rate includes 0.11% Facilities Capital Cost of Money) based on the “Cognizant Review” from the WSDOT Audit Office. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads 'Erik K. Jonson'.

ERIK K. JONSON
Contract Services Manager

EKJ:ah

PARAMETRIX, INC.

**Statement of Direct Labor, Fringe Benefits and General Overhead
For the Fiscal Year Ended December 31, 2021**

Description	General Ledger Balance for the Fiscal Year Ended December 31, 2021	Unallowable Expenses	Ref.	Proposed Amount	Percent
Direct Labor	\$ 34,409,131	\$ -		\$ 34,409,131	100.00%
Fringe Benefits:					
Vacation, sick leave, holidays	7,353,992			7,353,992	21.37%
Payroll taxes	5,223,649	(33,028)	E	5,190,621	15.09%
Medical insurance	4,707,654			4,707,654	13.68%
ESOP retirement plan	11,495,150			11,495,150	33.41%
Total Fringe Benefits	28,780,445	(33,028)		28,747,417	83.55%
General Overhead:					
Administrative salaries	11,246,602	(71,054)	A	11,175,548	32.48%
Training salaries	758,401			758,401	2.20%
Bonuses/misc. salaries	9,287,479	(1,767,064)	B	7,520,415	21.86%
Direct selling salaries	1,377,124			1,377,124	4.00%
Bid and proposal salaries	3,514,619			3,514,619	10.21%
Advertising expense	128,034	(128,034)	C		0.00%
Direct selling expenses	61,160	(20,375)	D	40,785	0.12%
Business taxes	2,047,195			2,047,195	5.95%
Insurance	865,256			865,256	2.51%
Office rent	4,180,663			4,180,663	12.15%
Office expenses, supplies, remodeling and business meals	146,530	(56,038)	F	90,492	0.26%
Staff appreciation/awards	70,137	(58,146)	G	11,991	0.03%
Printing, copier/printer supplies	46,940			46,940	0.14%
Telephone	187,302			187,302	0.54%
Depreciation (including gain/loss on disposal)	1,652,585			1,652,585	4.80%
Amortization	14,583	(14,583)	H		0.00%
Auto expense	204,382	(11,938)	I	192,444	0.56%
Billed in-house autos	(185,993)			(185,993)	-0.54%
Office travel	161,663	(34,987)	J	126,676	0.37%
Subscriptions, library material and dues	238,380	(26,232)	K	212,148	0.62%
Donations	60,802	(60,802)	L		0.00%
Professional licenses	30,559			30,559	0.09%
Postage, couriers, freight	29,116			29,116	0.08%
Training/education	208,380			208,380	0.61%
Field equipment/supplies	120,008			120,008	0.35%
Health and safety equipment/supplies	25,368			25,368	0.07%
Billed in-house equipment	(382,220)			(382,220)	-1.11%
Office equipment	178,810	(33)	M	178,777	0.52%
Computer supplies, circuits	490,719	(779)	M	489,940	1.42%
Software/maintenance	2,455,923			2,455,923	7.14%
Recruiting costs	101,004			101,004	0.29%
Payroll, legal and audit	24,080	187,962	N	212,042	0.62%
Temporary labor	17,438			17,438	0.05%
Consulting services	817,053	(114,000)	O	703,053	2.04%
Bad debts	102,300	(102,300)	P		0.00%
Utilities/building maintenance	72,689			72,689	0.21%
Finance, bank charges	(58,908)	66,578	Q	7,670	0.02%
Paycheck Protection Program credit		(7,494,883)	R	(7,494,883)	-21.78%
Total General Overhead	40,296,163	(9,706,708)		30,589,455	88.90%
Total Indirect Costs	\$ 69,076,608	\$ (9,739,736)		\$ 59,336,872	172.45%
Percentage of Direct Labor (Less FCC)	200.75%			172.45%	
Facilities cost of capital (FCC)		37,736	S	37,736	0.11%
				\$ 59,374,608	
Percentage of Direct Labor (Includes FCC)				172.55%	

See accompanying notes.

Exhibit E ***Sub-consultant Cost Computations***

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Agreement Number:



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 23, 2022

Epic Land Solutions, Inc.
1971 W 190th Street, Suite 200
Torrance, CA 90504

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Cheryl Sinclair:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 149.09% (rate includes 0.04% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by D.L. Purvine, CPA, PLLC.

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads 'Erik K. Jonson'.

ERIK K. JONSON
Contract Services Manager

Aug 23, 2022

EKJ:mya



Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 29, 2022

Pablo Para
PH Consulting, LLC
913 Martin Luther King Jr. Way, Ste A
Tacoma, WA 98405-4149

Re: PH Consulting, LLC
Safe Harbor Indirect Cost Rate Extension

Dear Pablo:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for PH Consulting, LLC in January 2017. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. PH Consulting opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for PH Consulting.

PH Consulting agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered prior to June 30, 2023. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,


Schatzie Harvey, CPA
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Orting
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

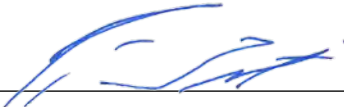
whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____ and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

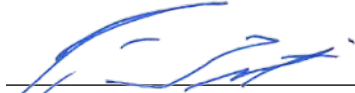
Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____** March 22, 2023.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:



Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Resolution No. 2023-03, City Sponsorship of Orting Valley Farmers Market.	AB23-25	CGA		
		3.1.2023	4.19.2023	4.26.2023
	Department: Administration			
	Date Submitted: 2.23.2023			
	Cost of Item: \$			
Amount Budgeted: \$				
Unexpended Balance: \$				
Bars #:				
Timeline:				
Submitted By:		CGA Committee		
Fiscal Note:				
Attachments: Application and Resolution				
SUMMARY STATEMENT:				
<p>The City received an application for sponsorship from the Orting Valley Farmers Market for sponsorship of their summer market series. The 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 & Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> 1. Allow all citizens to reasonably participate; 2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and; 3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City. <p>CGA reviewed the application on March 1, 2023, and recommend approval.</p> <p>City Council City Council reviewed the application on March 15, 2023 and moved the application forward to the March 29, 2023 meeting for consideration.</p>				
RECOMMENDED MOTION: <u>Motion:</u>				
<p>To approve resolution no. 2023-03, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of the Orting Valley Farmer’s Market.</p>				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2023-03

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING CITY SPONSORSHIP OF THE ORTING
VALLEY FARMER’S MARKET.**

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 Valley Farmer’s Market; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on April 5th, 2023, and recommended approval of the application; and

WHEREAS, the City Council finds that the Orting Valley Farmer’s Market 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 Valley Famer’s Market’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 Valley Farmer’s Market 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 Valley Farmer’s Market, pursuant to the City’s Policy, at the Tier # 1 level. This authorization extends to each event identified on the Orting Valley Farmer’s

Market's application for sponsorship, on every Friday between June 2nd, 2023, and August 25th, 2023. The Mayor is authorized to enter into a contract with the Orting Valley Farmer's market 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 26th DAY OF APRIL, 2023.

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: 360-893-9017 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 cancellation of the event. **Applicant initials:** IG

NAME OF APPLICANT: DOUG GRAVES

NAME OF ORGANIZATION: ORTING VALLEY FARMERS MARKET

ARE YOU NON-PROFIT: Yes [] No IF YES, UBI#: 603436579

MAILING ADDRESS: P.O. BOX 1665

EMAIL ADDRESS: OVFMCONTACT@gmail.com

NAME OF EVENT: ORTING VALLEY FARMERS MARKET

TYPE OF EVENT (parade, festival, etc.): FARMERS MARKET

DATE(S) OF EVENT: MOTHERS DAY MAY 13, REGULAR SEASON EVERY FRIDAY JUNE 2 THRU AUGUST 25, AND PUMPKIN FEST OCT 14.

TIME(S) OF EVENT: Set-Up 12:30 PM Start of Event 3:00 PM
REGULAR SEASON
 End of Event 7:00 PM Exit Time 8:00 PM

PRIMARY CONTACT NAME: DOUG GRAVES PHONE: 253-509-3609
PRIMARY CONTACT EMAIL: OVFMCNTACT@GMAIL.COM
DAY OF CONTACT NAME: DOUG GRAVES PHONE: 253-509-3609
DAY OF CONTACT EMAIL: OVFMCNTACT@GMAIL.COM
ALTERNATE CONTACT: JOANN HOLBROOK PHONE: 206-300-8650

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) FARMERS MARKET

FACILITIES & PARKS USAGE REQUESTED (See Appendix A for rental rates):

- BBQ Area
- Basketball Court
- Multi-Purpose Center (MPC)
- Fountain Pavilion
- Gazebo
- City Park grass areas (south)
- Orting Station
- 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)?
WE WILL SET OUT GARBAGE CANS AND WILL BAG AND DISPOSE OF AT THE END OF DAY

Will you have adequate restroom facilities and where will they be placed (show on Map)?
ORTING STATION HAS A RESTROOM. THE CITY ALSO HAS ALWAYS PROVIDED TWO PORTA POTTIES FOR THE ENTIRE MARKET SEASON.

Will there be any open flame, cooking facilities or gas cylinders (show on Map)?
COOKING FACILITIES WILL BE INSIDE VENDOR TRUCKS, TRAILERS OR TENTS AS ALLOWED BY THE TACOMA PIERCE COUNTY HEALTH DEPARTMENT.

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

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 checked="" type="checkbox"/> 1 Dumpster	\$20/event	\$ <u>SPONSORED</u>
<input checked="" type="checkbox"/> 2 Standard Portable Restrooms (Delivery/Pick Up/Cleaning)	\$150/event	\$ <u>SPONSORED</u>
<input checked="" type="checkbox"/> Electricity (2 Spider Boxes)	\$50/event	\$ <u>SPONSORED</u>
<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 checked="" type="checkbox"/> Banner (Banner request required)	\$195 (up for 2 weeks only)	\$ <u>SPONSORED</u>
<input checked="" type="checkbox"/> Facility Rental Fees & Deposits	\$ Varies	\$ <u>SPONSORED</u>
*See Appendix A for rental rates**		
<input checked="" type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ <u>TO BE PAID PRIOR TO FIRST MARKET DAY - MAY 13</u>

Total For Special Event Services \$ 100
 Special Event Fee \$200

TOTAL TO BE PAID MA \$ 300 BLANKET PERMIT FEE TO BE PAID BY MAY 13.

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: 05/20/23 through 08/26/23
 The banner may only be across SR 162 for 2 weeks

Material Type: VINYL WITH WIND FLAPS Size: 30' X 33" 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: _____ START LOCATION (show on map): _____

STAGING AREA – WHERE/WHAT TIME (show on map): _____

PARADE ROUTE (show on map): _____

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

If yes, approximately how many animals? _____

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)

NONE

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

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:** DS

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:** DS

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: IG

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: CAMPBELL RISK MANAGEMENT


Policy Number: AAM6002 LHW D481967-02 EXP 3/30/23 AND WILL BE RENEWED.

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: IG

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: IG

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: 2/9/2023

PRINT NAME: DOUG GRAVES

Title/Role with Organization: MARKET MANAGER - ORTING VALLEY FARMERS MARKET

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).

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.
- + 1 DUMPSTER (EXISTING) 2 PORTA POTITIES, ELEC 2 SPIDER BOXES + 2 POWER CORDS

[] 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.

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

	Resident	Non-Resident	Non-Profit Organization
Full day (any day)	\$100.00	\$200.00	\$50.00
Half day (5 hours)	\$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.

	Resident	Non-Resident	Non-Profit Organization
Half day (5 hours)	\$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.

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

Date Application Received: 2/15/23 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 \$ 300 Date Paid: 2/17/23 Receipt # 26129

NOTES:

→ will send insurance cert. again when policy renews in March.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2022

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

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

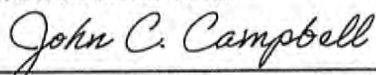
PRODUCER Pro Insur, Inc dba Campbell Risk Management 9595 Whitley Drive, Suite 204 Indianapolis, IN 46240 Larry Spilker Ext 203	CONTACT NAME: Larry Spilker ext 203	
	PHONE (A/C, No, Ext): 317-848-9075	FAX (A/C, No): 317-848-9093
E-MAIL ADDRESS: lspilker@campbellrisk.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: HANOVER INSURANCE GROUP		22292
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AAM6002 LHW D481967 - 02	03/30/2022	03/30/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's operation. Blanket additional Insured applies per coverage form 421-2915 06 15. Certificate holder, if any, is hereby an additional insured.

CERTIFICATE HOLDER City of Orting – 104 Bridge St S. Orting WA 98360 Washington State Farmers Market Assn. – 93 Pike St. Suite 316 Seattle WA 98101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Orting Valley Farmers Market
 2023 Regular Season Layout
 Doug Graves - Market Manager

Saints Cosmos
 and Damian
 Church Parking

CORRIN AVE

Big J's Outdoor Store

Business Parking

D&D Construction

Business Parking

Old Orting Transmission

Business Parking

CUSTOMER
 ENTRANCE & EXIT
 WALKWAY

Dumpster

2 Porta-Potties

Customer Parking

VENDOR EXIT

Restroom

Vendor Parking

Orting Station
 Building

CSA

S1

FM

CALISTOGA ST

46

47

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Foothills Trail

SR 162 / WASHINGTON AVE



CITY OF ORTING
110 TRAIN ST. SE • P.O. BOX 489
ORTING, WA 98360-0489
(360) 893-2219
Small Town Big View

Receipt Number: **26129**

Three Hundred and 0/100's Dollars
Received From:
Doug Graves
Orting Farmer's Market

Date	Receipt Number	Amount
2/17/2023	26129	\$300.00

Printed By
JCorona

Debit

4

\$300.00

001.362.40.04.00/001.322.90.09.00 - Farmer's Market Event Fee + Blanket Vendor Fee

DEPARTMENT COPY



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Kings Men Car Show Sponsorship.	AB23-34			
		CGA	4.19.2023	4.26.2023
	Department:	Clerk		
	Date Submitted:	3.31.2023		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	Approval as soon as possible.			
Submitted By:	Kim Agfalvi			
Fiscal Note:				
Attachments:	Resolution No. 2023-05, Event Application and certificate of insurance.			
SUMMARY STATEMENT:				
<p>The City received an application for sponsorship from the Kings Men Car Show. 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 & Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> 1. Allow all citizens to reasonably participate; 2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and; 3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City. 				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve resolution no. 2023-05, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of the Kings Men Car Show.				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2023-05

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, DECLARING A PUBLIC PURPOSE AND
AUTHORIZING CITY SPONSORSHIP OF THE KINGS
MEN CAR SHOW.**

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 Kings Men Car Show; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on April 5th, 2023, and recommended approval of the application; and

WHEREAS, the City Council finds that the Kings Men Car Show 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 Kings Men Car Show’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 Kings Men Car Show 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 Kings Men Car Show, pursuant to the City’s Policy, at the Tier # 2 level. This authorization extends to the event identified on the Kings Men Car Show’s

application for sponsorship, on Saturday, June 17th, 2023 from 5:00am – 4:30pm. The Mayor is authorized to enter into a contract with the Kings Men Car Show 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 26th DAY OF APRIL, 2023.

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: 360-893-9017 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 cancellation of the event. **Applicant initials:** gpc

NAME OF APPLICANT: Sam Colorossi

NAME OF ORGANIZATION: Kings Men Car Club

ARE YOU NON-PROFIT: Yes No IF YES, UBI#: 601 812 473

MAILING ADDRESS: 13121 Bingham Ave. E. Tacoma, WA 98446 - 4223

EMAIL ADDRESS: G.COLOROSSI@CENTURYTEL.NET

NAME OF EVENT: Kings Men Car Show

TYPE OF EVENT (parade, festival, etc.): Car Show

DATE(S) OF EVENT: Saturdays - June 17th 2023

TIME(S) OF EVENT: Set-Up 5:00 AM Start of Event 7:00 AM
 End of Event 3:00 P.M. Exit Time 4:30 P.M.

PRIMARY CONTACT NAME: Sam Colorossi PHONE: 360-893-2334

PRIMARY CONTACT EMAIL: GCOLOSSI@CENTURYTEL.NET

DAY OF CONTACT NAME: Richard Foster PHONE: 253-278-2237

DAY OF CONTACT EMAIL: PROBLEM316@COMCAST.NET

ALTERNATE CONTACT: Nick Alred - President PHONE: 253-682-7472
ALRED516@gmail.com

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) Car show

FACILITIES & PARKS USAGE REQUESTED (See Appendix A for rental rates):

- BBQ Area
- Basketball Court
- Multi-Purpose Center (MPC)
- Fountain Pavilion
- Gazebo
- City Park grass areas (south) and (north)
- Orting Station
- 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)?
No

Will you have adequate restroom facilities and where will they be placed (show on Map)?
3 regular & 1 handicap sani-cans will be placed on sani-can pad in south parking lot of the city park - see map - site #4.

Will there be any open flame, cooking facilities or gas cylinders (show on Map)?
Murphy's at the Bell Tower - see map - site #6.
Possible a Kettle Korn vendor.

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

City Services (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 — road closure	\$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 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	\$ _____
<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 type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ _____
Total For Special Event Services		\$ _____
Special Event Fee		\$200

"No banner will be hung this year." TOTAL TO BE PAID \$ 200.00

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: ___/___/___ through ___/___/___
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: _____ START LOCATION (show on map): _____

STAGING AREA – WHERE/WHAT TIME (show on map): _____

PARADE ROUTE (show on map): _____

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

If yes, approximately how many animals? _____

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)?

See attached 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)

See attached letter

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

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:** gsc

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:** gsc

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: gc

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: Areed Robinson & Berber Inc/Phd

Policy Number: 20 SBM BA 5461

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: gc

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: gc

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

APPLICANT SIGNATURE: Guy S. Colorossi DATE: 3/6/23

PRINT NAME: Guy S. Colorossi

Title/Role with Organization: Traffic Co-ordinator

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).

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.

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

	Resident	Non-Resident	Non-Profit Organization
Full day (any day)	\$100.00	\$200.00	\$50.00
Half day (5 hours)	\$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.

	Resident	Non-Resident	Non-Profit Organization
Half day (5 hours)	\$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.

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

For City Use Only

Date Application Received: 3/6/23 ^{MA} Dept. Meeting Date: 4/5/23

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 \$ 200 Date Paid: 3/6/23 Receipt # _____

NOTES:



CITY OF ORTING
110 TRAIN ST. SE • P.O. BOX 489
ORTING, WA 98360-0489
(360) 893-2219
Small Town Big View

Receipt Number: **26245**

Two Hundred and 0/100's Dollars
Received From:
Orting Historical Society
PO Box 970
Orting, WA 98360

Date	Receipt Number	Amount
3/6/2023	26245	\$200.00

Printed By	Cash	2	\$150.00
DCharchenko	Check	2616	\$50.00

001.362.40.04.00 - Kingsman Car Show - Orting Historical Society - 06.17.2023

DEPARTMENT COPY



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

February 13, 2023

City of Orting
Attn: Sam Colorossi
PO BOX 970
ORTING WA 98360-0970

Account Information:

Policy Holder Details :	KINGSMEN CAR CLUB
--------------------------------	--------------------------



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2023

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PRODUCER SNEED ROBINSON & GERBER INC/PHS 20245436 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	
INSURED KINGSMEN CAR CLUB 13121 BINGHAM AVE E TACOMA WA 98446-4223	INSURER A: Hartford Casualty Insurance Company		NAIC# 29424
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		20 SBM BA5461	03/05/2023	03/05/2024	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$300,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$10,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE DED RETENTION \$						GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PRODUCTS - COMP/OP AGG	\$2,000,000
A	EMPLOYMENT PRACTICES LIABILITY			20 SBM BA5461	03/05/2023	03/05/2024	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
							Each Claim Limit	\$5,000
							Aggregate Limit	\$5,000

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

Those usual to the Insured's Operations. City of Orting its appointed and elected officers and employees from and against all loss or expenses, etc.

CERTIFICATE HOLDER

City of Orting
 Attn: Sam Colorossi
 PO BOX 970
 ORTING WA 98360-0970

CANCELLATION

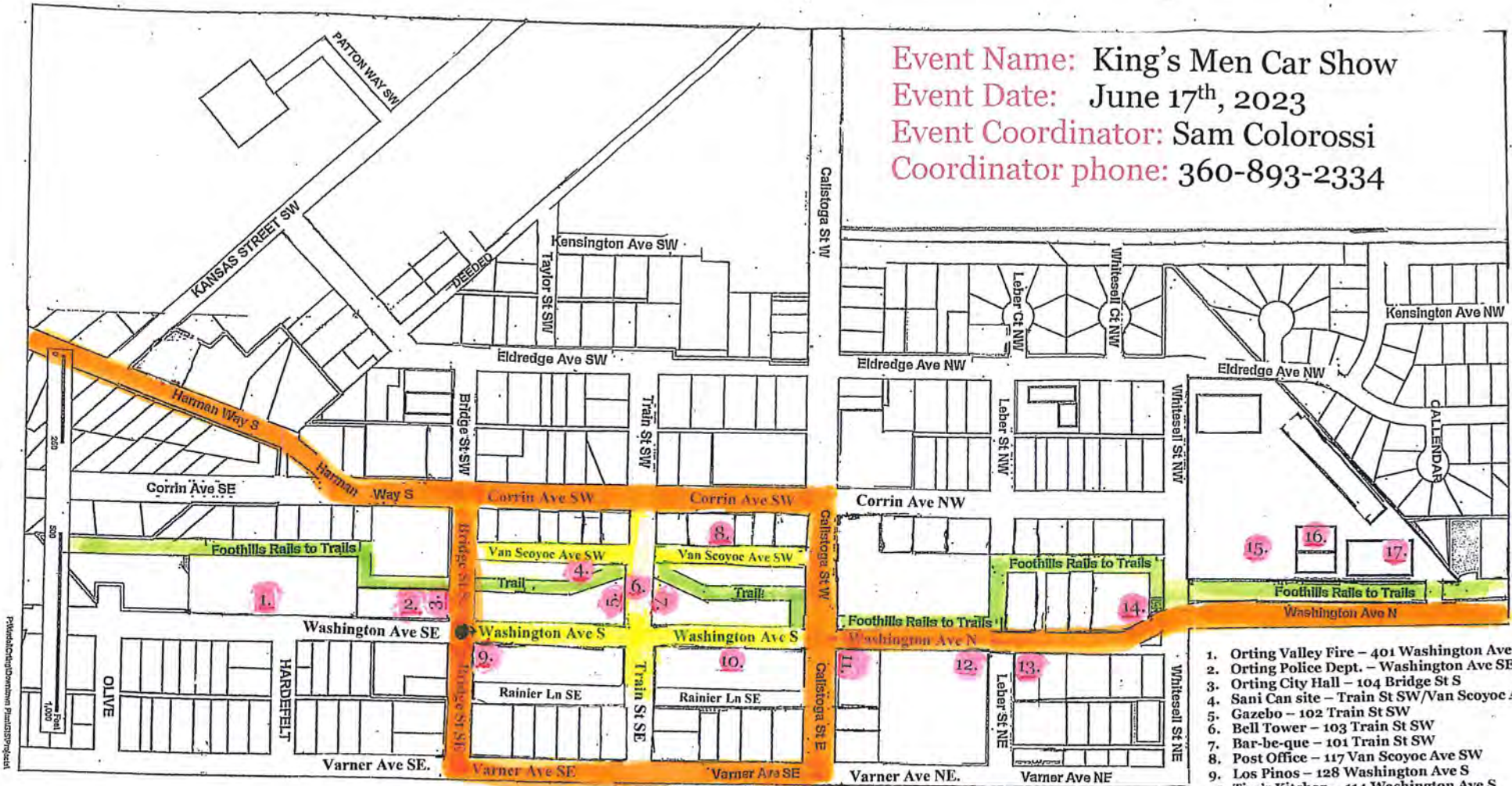
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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Event Name: King's Men Car Show
 Event Date: June 17th, 2023
 Event Coordinator: Sam Colorossi
 Coordinator phone: 360-893-2334



1. Orting Valley Fire – 401 Washington Ave SE
2. Orting Police Dept. – Washington Ave SE
3. Orting City Hall – 104 Bridge St S
4. Sani Can site – Train St SW/Van Scoyoc Ave SW
5. Gazebo – 102 Train St SW
6. Bell Tower – 103 Train St SW
7. Bar-be-que – 101 Train St SW
8. Post Office – 117 Van Scoyoc Ave SW
9. Los Pinos – 128 Washington Ave S
10. Tim's Kitchen – 114 Washington Ave S
11. WaWa Teriyaki – 101 Calistoga St E
12. Orting Senior Center – 120 Washington Ave N
13. Orting Food Mart – 204 Washington Ave N
14. Orting Texaco – 221 Washington Ave N
15. Safeway Gas – 315 Washington Ave N.
16. O'Reilly Auto Parts – 215 Whitesell St NW
17. McDonald of Orting – 321 Washington Ave N.

Traffic Flow rerouted through Orting

- Washington Ave S – Closed from Calistoga St E/W to Bridge St S
- Van Scoyoc Ave SW – Limited Flow from Calistoga St W to the Post Office parking lot
- Van Scoyoc Ave SW – Closed from the Post Office parking lot to Bridge St S
- Train St SE – Closed from Rainier Ln SE to Washington Ave S
- Train St SW – Closed from Washington Ave S to Corrin Ave SW
- Bridge St S – Limited Flow from Harman Way S/Bridge St SW/ Corrin Ave SW intersection to Bridge St SE.

The black circle in the intersection of Bridge St S & Washington Ave S is the main entrance and starting point for parking the vehicles on main street.

PatriciaChingDinhman Plumb@svs.com

June 01, 2023

To: All citizens of Orting

From: *The King's Men Car Club*

The King's Men Car Club will be returning, to town, for their **31st, year** of fun with their Show & Shine Car Show. It will be held on the main streets of Orting, on Saturday, June 17th, 2023, the day before Father's Day.

With this letter, we are officially notifying all businesses, families and emergency related personnel that we will be impacting the following streets for this event. The closures are as follows: *Washington Ave S. and Van Scoyoc Ave S.W. from Bridge St S. to Calistoga St W.* Also, *Train St S.E. from Rainier Lane S.E. to Washington Ave S. and Train St S.W. from Washington Ave S. to Corrin Ave S.W.* There will be limited access on **Bridge St S. (SR 162) from Washington Ave S. (SR 162) to Harman Way S. (SR 162).**

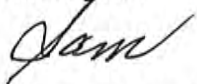
All participants will be encouraged to follow the detour route to the intersections of Bridge St S. Proceed on Bridge St S to Washington Ave S for entrance to the event.

The street closures will begin at approximately 5:00 a.m. and reopen between 3:30 p.m. to 4:30 p.m. depending upon whether all show vehicles have been repositioned and/or removed from normal traffic flow.

To ease and assist with the traffic flow, there will be signs and barricades placed in and around this event to guide the traffic around city center during the hours of this event.

If you have any concerns, please contact me as soon as possible. I can be reached at 360-893-2334 or gcolorossi@centurytel.net.

Thank you.



Sam Colorossi
King's Men Traffic Coordinator

King's Men Car Show - 2023

Businesses to receive letters regarding the King's Men event to be held on June 17th, 2023

Aceituno's Mexican Food
Advance Physical Therapy
Alpenrose Photography
Angel One Thrift & Boutique
Arrow Lumber
Better Properties Valley Association LLC
Big J's Outdoor Store
Brisco Inc. – Orting Texaco
Business Solution Center
Café Elite
Capital Tax Services
Carbon River Builders
D&D Construction
Eagles Lodge Aeries No. 3480 FOE
EdwardJones
Farmer's Insurance – Dickson Agency
Haven, The
Herfy's Berger
H&R Block
Guild Mortgage
John L Scott Realty
KeyBank
Legendary Doughnuts
Lil J's
Los Pino's Family Mexican Restaurant
Manor House, The
McDonald of Orting
Medical Center of Orting
Nunnally Reality
Oliver, The
O'Reilly Auto Parts
Orting Barber Shop
Orting Bucky's
Orting Chiropractic
Orting Dental Center
Orting Food Mart – Shell Station
Orting Post Office
Orting Valley Senior Center
Pierce County Library, Orting Branch
Recovery Café Orting Valley
Renter of 121, 215 & 225 Van Scoyoc Ave SW
Route 66
Safeway
Scoop There it is
Tim's Kitchen
WaWa Teriyaki
Wellness Shop, the

All business highlighted *in red* are directly impacted by this event.

King's Men Car Show 2023

List of others concerned with this event:

Orting Police Department – Chief Devon Gabreluk

Orting Valley Fire & Rescue – Chief Zane Gibson

Orting Mayor – Josh Penner

Orting Council # 1. – Tod Gunther

Orting Council # 2, - Chris Moore

Orting Council # 3. - Don Tracy

Orting Council # 4, – John Williams

Orting Council # 5. – Gregg Bradshaw

Orting Council # 6. – Greg Hogan

Orting Council # 7. – Melodi Koenig

City Administrator – Scott Larson

Activities and Events Coordinator – Michell Alfieri

Public Works Director –

Public Works Supervisor – Mark Barfield

Court Administrator – Kim Kainoa



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

February 13, 2023

City of Orting
Attn: Sam Colorossi
PO BOX 970
ORTING WA 98360-0970

Account Information:

Policy Holder Details :	KINGSMEN CAR CLUB
-------------------------	-------------------



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2023

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	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED KINGSMEN CAR CLUB 13121 BINGHAM AVE E TACOMA WA 98446-4223	INSURER A : Hartford Casualty Insurance Company		29424
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	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$300,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB							EACH OCCURRENCE	
							AGGREGATE	
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$								
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N					PER STATUTE	OTH-ER
		N/A					E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			20 SBM BA5461	03/05/2023	03/05/2024	Each Claim Limit	\$5,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. City of Orting its appointed and elected officers and employees from and against all loss or expenses, etc.

CERTIFICATE HOLDER**CANCELLATION**

City of Orting
 Attn: Sam Colorossi
 PO BOX 970
 ORTING WA 98360-0970

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Orting Rock Festival Sponsorship.	AB23-34			
		CGA	4.19.2023	4.26.2023
	Department:	Clerk		
	Date Submitted:	3.31.2023		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	Approval as soon as possible.			
Submitted By:	Kim Agfalvi			
Fiscal Note:				
Attachments:	Resolution No. 2023-06, Event Application and certificate of insurance.			
SUMMARY STATEMENT:				
<p>The City received an application for sponsorship from the Orting Rock 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 & Government Affairs Committee). To qualify for sponsorship, an approved event must:</p> <ol style="list-style-type: none"> 1. Allow all citizens to reasonably participate; 2. Serve a valid municipal purpose, such as strengthening the City’s sense of community or celebrating a City’s history and; 3. May provide, through increased customers, additional revenues for Orting businesses and subsequent improved tax revenues for the City. 				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve resolution no. 2023-06, a resolution of the City of Orting, Washington, declaring a public purpose and authorizing City sponsorship of the Orting Rock Festival.				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2023-06

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

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 Rock Festival; and

WHEREAS, the City Council’s Community & Government Affairs Committee reviewed the application on April 5th, 2023, and recommended approval of the application; and

WHEREAS, the City Council finds that the Orting Rock 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 Rock 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 Rock 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 Rock Festival, pursuant to the City’s Policy, at the Tier # 2 level. This authorization extends to the event identified on the Orting Rock Festival’s

application for sponsorship, on Saturday, July 15th, 2023 from 7:00am– 10:00pm. The Mayor is authorized to enter into a contract with the Orting Rock 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 26th DAY OF APRIL, 2023.

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: 360-893-9017 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:** CA

NAME OF APPLICANT: Chris Hopfauf

NAME OF ORGANIZATION: Orting Rock Festival Association

ARE YOU NON-PROFIT: Yes [] No IF YES, UBI#: 604 207 987

MAILING ADDRESS: P.O. Box 1702 Orting WA 98360

EMAIL ADDRESS: bugleboyhop@gmail.com

NAME OF EVENT: Orting Rock Festival

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

DATE(S) OF EVENT: Sat. July 15 2023

TIME(S) OF EVENT: Set-Up 7 am Start of Event 12 noon
 End of Event 9 pm Exit Time 10 pm

PRIMARY CONTACT NAME: Chris Hopfau PHONE: 253-820-3184
PRIMARY CONTACT EMAIL: bugleboyhop@gmail.com
DAY OF CONTACT NAME: Chris Hopfau PHONE: 253-820-3184
DAY OF CONTACT EMAIL: bugleboyhop@gmail.com
ALTERNATE CONTACT: Samuel Hopfau PHONE: 253-209-8218

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) Rock Concert

FACILITIES & PARKS USAGE REQUESTED (See Appendix A for rental rates):

- | | |
|---|---|
| <input checked="" type="checkbox"/> BBQ Area | <input checked="" type="checkbox"/> Gazebo |
| <input checked="" type="checkbox"/> Basketball Court | <input checked="" type="checkbox"/> City Park grass areas (south) |
| <input type="checkbox"/> Multi-Purpose Center (MPC) | <input checked="" type="checkbox"/> Orting Station |
| <input checked="" type="checkbox"/> Fountain Pavilion | <input checked="" type="checkbox"/> 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)?

Will you have adequate restroom facilities and where will they be placed (show on Map)?

Drain Pros will be providing additional restroom facilities placed where the city porta pottys are.

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

One Hot Dog vendor may have open flame/gas cylinders.

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

City Services (please mark all that apply)

	<u>Price</u>	<u>Total Price</u>
<input checked="" type="checkbox"/> 1 Public Work staff	\$75/hr x <u>4</u> hrs	\$ <u>300.00</u>
<input type="checkbox"/> 1 Police Officer	\$85/hr x <u> </u> hrs	\$ <u> </u>
<input checked="" type="checkbox"/> 1 Dumpster	\$20/event	\$ <u>20.00</u>
<input checked="" type="checkbox"/> 2 Standard Portable Restrooms (Delivery/Pick Up/Cleaning)	\$150/event	\$ <u>150.00</u>
<input checked="" type="checkbox"/> Electricity (2 Spider Boxes)	\$50/event	\$ <u>50.00</u>
<input type="checkbox"/> Audio/PA system (Does not include a DJ)	\$75/event	\$ <u> </u>
<input checked="" type="checkbox"/> Barricades (Must provide placement on map)	\$50/event	\$ <u>50.00</u>
<input type="checkbox"/> Street Sweeper (man power/vehicle)	\$150/hr x <u> </u> hrs	\$ <u> </u>
<input checked="" type="checkbox"/> Portable Trailer Sign ?	\$50/day x <u>2</u> days	\$ <u>100.00</u>
<input checked="" type="checkbox"/> Banner (Banner request required)	\$195 (up for 2 weeks only)	\$ <u>195.00</u>
<input type="checkbox"/> Facility Rental Fees & Deposits	\$ Varies	\$ <u> </u>
*See Appendix A for rental rates**		
<input checked="" type="checkbox"/> Blanket Vendor Permit	\$100/event	\$ <u>100.00</u>

Total For Special Event Services \$
 Special Event Fee \$200
TOTAL TO BE PAID \$

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: 7/3/23 through 7/17/23
 The banner may only be across SR 162 for 2 weeks

Material Type: Vinyle Size: 24 X 3 Thickness: 1/16
 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: _____ START LOCATION (show on map): _____

STAGING AREA – WHERE/WHAT TIME (show on map): _____

PARADE ROUTE (show on map): _____

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

If yes, approximately how many animals? _____

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)?

Train St. between SR 162 + Van Scoyoc

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)

Door to door - Social media

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

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: CA

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: CA

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: CA

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: Allen Financial Insurance Group Inc.

Policy Number: FLM 1142856-00

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: CA

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: CA

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

APPLICANT SIGNATURE: Christopher A Hopfaut DATE: 3-8-23

PRINT NAME: Chris Hopfaut

Title/Role with Organization: General Manager / Treasurer / Exec. 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).

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.

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

	Resident	Non-Resident	Non-Profit Organization
Full day (any day)	\$100.00	\$200.00	\$50.00
Half day (5 hours)	\$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.

	Resident	Non-Resident	Non-Profit Organization
Half day (5 hours)	\$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.

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

Date Application Received: 3/14/23 Dept. Meeting Date: 4/5/23 - CGA

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 \$ 300 Date Paid: 3/27/23 Receipt # 26390

NOTES:

Insurance rec'd 3/22/23 by MA

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

ARTICLES OF INCORPORATION

to

PORTING ROCK FESTIVAL ASSOCIATION

A WA NONPROFIT CORPORATION, effective on the date indicated below.

Effective Date: 01/26/2018

UBI Number: 604 207 887



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 01/26/2018

Orting Rock Festival 2023 ♣

Budget

- **Stage Rental - \$1,900.00**
- **Refundable Stage Deposit - \$500.00**
- **Event Insurance - \$700.00**
- **Orting City Permit/Fees - \$700.00**
- **Performers Fee - \$2,400.00**
- **Sound /Crew - \$850.00**
- **Annual Report Fee \$20.00**
- **Raffle Items - \$500.00**
- **T-Shirts - \$250.00**
- **Vinyl Decals For Shirts - \$200.00**
- **Wristbands - \$100.00**
- **Guitar Picks - \$45.00**
- **Vendor Blanket Fee \$100.00**
- **Graphic Art Fee - \$100.00**
- **Advertising / Supplies - \$100.00**
- **Posters - \$35.00**
- **Total \$8,350.00**

Orting Rock Festival Schedule of Performers

The E --- 12pm – 12:45pm

Batbox --- 1pm – 1:45pm

Polly Slanderous --- 2pm – 2:45pm

College Radio --- 3pm – 3:45pm

Stargazy Pie --- 4pm – 4:45pm

Tentative break for wedding vows

Souls Worn Thin --- 5:30pm – 6:30 pm

Strangely Alright --- 6:45pm – 7:45pm

MTR Project --- 8pm – 9:00pm

We do not have a website but will have one up and running in a couple of months. We do have a Face Book Page.

<https://www.facebook.com/ortingrockfestival>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2023

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

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

PRODUCER Allen Financial Insurance Group, Inc. 13880 N Northsight Blvd, Suite C109 Scottsdale, AZ 85260 Phone No. (800) 874-9191 Fax No. (602) 992-8327	CONTACT NAME: Shannon Likewise PHONE (A/C No, Ext): (800) 874-9191 FAX (A/C, No): (602) 992-8327 E-MAIL ADDRESS: sliewise@eqgroup.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: ZAI - Zurich American Insurance Company 16535 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

INSURED
 Orting Rock Festival Association, Inc.
 201 Eldredge Avenue, SW
 Orting, WA 98360
 Phone No. 253-820-3184 Fax No.

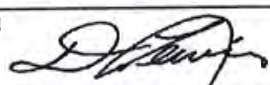
COVERAGES **CERTIFICATE NUMBER: 1017083** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
ZAI	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	FLM1142856-00	07/15/2023	07/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
ZAI	Inland Marine		FLM1142856-00	07/15/2023	07/16/2023	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES Coverage Location: United States & Canada
 Event: Orting Rock Festival
 Certificate Holder is named as an Additional Insured as their interests may appear.
 All coverages expire at 12:01 a.m. Standard Time.

* The actual event dates may be limited. Please review the Scheduled Events form attached to this certificate.

CERTIFICATE HOLDER City of Orting 104 Bridge St Orting, WA 98360 United States Of America Phone No. Fax No.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ADDITIONAL COVERAGE DETAILS

DATE (MM/DD/YY)

02/23/2023

INSURED **Orting Rock Festival Association, Inc.**

The following is attached to and made part of certificate number 1017083.

Policy Details	Coverage	Limit	Deductible
Inland Marine			
Company:	Zurich American Insurance Company		
Policy Number:	FLM1142856-00		
*Period:	07/15/2023 - 07/16/2023: 1 Day(s)		
	Equipment, props, sets, wardrobe (rented)	25,000	1,000
	Equipment, Props, Sets, Wardrobe (owned)	Excluded	
	Rented Furs, Jewelry, Art & Antiques Coverage	Excluded	
	Extra Expense	Excluded	
	Third Party Property Damage	250,000	2,500
	Hired/Non-Owned Physical Damage-Aggregate	Excluded	
	Hired/Non-Owned Physical Damage-Per Vehicle	Excluded	
	Rental Cost Reimbursement	Excluded	
	Waiver of Subrogation	Excluded	
	Coverage Extension Endorsement		
	Coverage Extension Endorsement	Excluded	
	Terrorism	Included	
General Liability			
Company:	Zurich American Insurance Company		
Policy Number:	FLM1142856-00		
*Period:	07/15/2023 - 07/16/2023: 1 Day(s)		
	General Aggregate	2,000,000	
	Products / Completed Operations	1,000,000	
	Personal / Advertising Injury	1,000,000	
	Each Occurrence	1,000,000	
	Fire Legal	100,000	
	Medical Payments	5,000	
	Blanket Additional Insureds (other than city/special certs & waivers)	Included	
	City / Other Special Certificates	Excluded	
	Waiver of Subrogation	Excluded	
	Host Liquor	Excluded	
	Liquor Liability-Aggregate	Excluded	
	Liquor Liability-Each Common Cause Limit	Excluded	
	Abuse & Molestation-Aggregate	Excluded	
	Abuse & Molestation-Each Claim	Excluded	
	Participant Legal Liability - Aggregate Limit	Excluded	
	Participant Legal Liability - Occurrence Limit - Bodily Injury	Excluded	
	Participant Legal Liability - Occurrence Limit - Property Damage	Excluded	
	Stop Gap Liability	Excluded	
	Terrorism	Included	

*All coverages expire at 12:01 a.m. Standard Time.

Scheduled Events

Certificate Number: 1017083

Event Type	Venue	Dates	Attendees
Orting Rock Festival Festival (Music)	Orting City Park 102 Train St SE Orting, WA 98360	07/15/2023 - 07/16/2023 at 12:01 am	300 Spectators

SCHEDULE OF FORMS

02/23/2023

Insured: Orting Rock Festival Association, Inc.

This Schedule of Forms is attached to and made part of certificate number 1017083, as of 02/23/2023 at 08:57 AM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
Special Event Package		
Notices		
U-GU-319-F	0109	Important Notice - In Witness Clause
U-GU-874-A	0611	Notice of Disclosure for Agent and Broker Compensation
UGU873ACW	0611	Disclosure Statement
U-GL-1197-A CW	0104	Asbestos Exclusion Endorsement
U-GU-1191-ACW	0315	Sanctions Exclusion Endorsement
Common		
UGU727ACW	0806	Commercial Insurance Policy
UGU1292ACW	0422	Notice Of Important Provisions
UGUD310A	0193	Common Policy Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
UGU621ACW	1002	Schedule Of Named Insured(s)
UGU618ACW	1002	Schedule Of Locations
IL0146	0810	Common Policy Conditions - Washington
UABI100ACW	0117	Schedule Of Productions
UABI101ACW	0117	Definition Of Employee
UABI100ACW	0117	Minimum Earned Premium Endorsement
IL0003	0908	Calculation of Premium
U-GU-630-ECW	0120	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
Inland Marine		
UABMD104ACW	0117	Commercial Inland Marine Declarations Entertainment Program
UGU619ACW	1002	Schedule of Forms and Endorsements
CM0001	0904	Commercial Inland Marine Conditions
UABM133AWA	0117	Common Conditions, Exclusions And Definitions - Washington
UABM105ACW	0117	Miscellaneous Equipment Coverage Form
UABM106ACW	0117	Props, Sets And Wardrobe Coverage Form
UABM109ACW	0117	Third Party Property Damage Coverage Form
UABM103ACW	0117	Loss Payable Endorsement
UABM128ACW	0117	Excluded Property Endorsement
UABM114AWA	0117	Unscheduled Production, Presentation Or Event Exclusion - Washington
UABM100ACW	0117	Stunt, Animal Exposure And Pyrotechnic Exclusion
CM0107	0619	Washington Changes
UABM184AWA	0417	Washington Amendatory
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
U-GU-616-ACW	1002	Schedule of Taxes, Fees and Surcharges
General Liability		
UABLD100BCW	0119	Commercial General Liability Coverage Part Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
UABI110ACW	1020	Schedule of Events
CG0001	0413	Commercial General Liability Coverage Form
CG2011	1219	Additional Insured - Managers of Lessors of Premises
CG2012	1219	Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
CG2026	1219	Additional Insured - Designated Person or Organization
CG2028	1219	Additional Insured - Lessor of leased equipment
UABL121ACW	0117	Limited Stationary Aircraft Coverage
CG2106	0514	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
U-GL-1171-B-CW	0719	Fungi Bacteria Exclusion
U-GL-1199-A	0404	Asbestos Exclusion Endorsement
U-GL-1178-A-CW	0703	Asbestos Exclusion
CG0197	1207	Washington - Employment Related Practices Exclusion
U-GL-1517-BCW	0413	Collection or Distribution of Material or Information in Violation of Law Exclusion
UABL131AWA	0117	Non-Performing Animal Exclusion - Washington
UABL102ACW	0117	Property Damage To Rented Premises Exclusion
UABL129AWA	0117	Assault And Battery Exclusion - Washington
UGL1250ACW	0905	Abusive Act Liability Exclusion
UABL122ACW	0117	Newly Acquired Or Formed Entity Exclusion
UABL107ACW	0117	Exclusion - Insureds Conducting Media, Entertainment, Or Internet Type Operations
UABL130AWA	0117	Informational Content Exclusion - Washington
UABL135AWA	0117	Media Content Exclusion - Washington
UABL137ACW	0117	Cross Suits Exclusion
UABL138ACW	0117	Personal And Advertising Injury - Exclusion Of False Arrest, Detention, Imprisonment, Libel, Slander, Right Of Privacy, Advertising Idea, And Copyright, Trademark Or Trade Secret
UABL106AWA	0117	Unscheduled Production, Presentation Or Event Exclusion - Washington
UABL103AWA	0117	Stunt, Pyrotechnic And Animal Exposure Exclusion - Washington
UABL148AWA	1019	Liquor Liability Exclusion - Washington
UABL144AWA	1019	Event Conditional Exclusion - Washington
CG2132	0509	Communicable Disease Exclusion
UABL146AWA	1019	Unscheduled Products Exclusion - Washington
UABL145AWA	1019	Hazardous Activities, Pyrotechnic Activities and Animal Exposure Exclusion - Washington
UABL147AWA	1019	Loss Arising Out of Participation in a Sports or Athletic Event, Competition, Contest or Exhibition Exclusion - Washington

SCHEDULE OF FORMS

DATE (MM/DD/YY)

02/23/2023

Insured: Orting Rock Festival Association, Inc.

This Schedule of Forms is attached to and made part of certificate number 1017083, as of 02/23/2023 at 08:57 AM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
UABL143AWA	1019	Moshing Exclusion - Washington
UABL150AWA	1019	Camping Conditional Exclusion - Washington
CG0181	0508	Washington Changes
IL0198	0908	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL0123	1113	Washington Changes - Defense Costs
UABL105AWA	0117	Commercial General Liability Changes - Washington
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
U-GU-616-ACW	1002	Schedule of Taxes, Fees and Surcharges

Disclaimers

This Certificate of Liability Insurance includes the Type of Insurance, Limits, and Schedule of Forms in effect as of 02/23/2023 at 08:57 AM PT. It does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy nor confer any rights upon the certificate holder. You may be required to request an updated certificate in the event of subsequent policy modifications.

The information included in this certificate that has been provided by Abacus Insurance Brokers, LLC is for your information only, and does not create a contract or agency relationship between the certificate holder or any insured and Abacus Insurance Brokers, LLC. By accepting this certificate the certificate holder acknowledges that Abacus Insurance Brokers, LLC is not the agent of the certificate holder or any insured, but is solely the agent of the listed carrier(s). Abacus Insurance Brokers, LLC makes no representation whether the coverages listed herein are appropriate for the certificate holder or any insured. Please review the listed coverages carefully and direct any questions to your broker. For a complete listing of coverages, terms, conditions and exclusions, please view the referenced Policy(s).

Certificate Verification

Date (MM/DD/YYYY)

02/23/2023

Insured: Orting Rock Festival Association, Inc.

Abacus provides an efficient website lookup tool for certificate holders to verify the authenticity of certificates of insurance.

1. Navigate to the website and input the verification code OR Scan the QR code.
2. The actual certificate issued through the Abacus Platform will download.
3. Compare the details of the downloaded certificate to the certificate presented by the client.

Website	Verification Code
www.abacus.net/verify-certificate	0004LKSKSB



About Certificates Issued through the Abacus.net Platform

- Abacus requires that all certificates be issued through the Abacus Platform. Certificates issued outside of the Abacus Platform are invalid.
- Certificates may be issued through the Abacus Platform by either the named insured (if registered through the Abacus Platform) or their Abacus registered insurance broker.
- Certificates with any stray marks, cross outs or alterations of any sort are invalid.
- Each certificate is numbered and correlates to the document issued through the Abacus Platform.



CITY OF ORTING

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

Small Town Big View

Receipt Number:

26390

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

Chris Hopfauf
201 Eldredge Ave SW
PO Box 613
Orting, WA 98360

Date	Receipt Number	Amount
3/27/2023	26390	\$200.00

Printed By
jcorona

Cash

2

\$200.00

001.362.40.04.00 - Special Event fee - Rock Festival

DEPARTMENT COPY



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Grant Policy Update.	AB23-37	CGA		
		4.5.2023	4.19.2023	4.26.2023
	Department:	Administration		
	Date Submitted:	3.30.2023		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	N/A			
Submitted By:	Scott Larson			
Fiscal Note: None				
Attachments: Revised Grant Policy				
SUMMARY STATEMENT:				
<p>Based on previous discussions with the CGA committee staff have proposed an augmented funding policy for grant recipients. The stated goal of the grant program is to encourage organizations to fundraise and become self-sufficient, and the city’s share of the organizations funding to diminish over time. The prior structure did not anticipate the impacts of having a simple percentage of revenue structure and found as some organization’s revenue grew there was no step down in the city’s funding. Staff are proposing annual dollar caps in addition to the revenue percent which would force down the annual amount the city provides in support for these organizations as well as create natural room in our budget for other organizations to be funded by the city.</p> <p>The amounts shown in Section III are recommendations based on the sentiment of council from prior grant funding cycles and the stated goal of the policy.</p>				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve the modifications to the grant policy as presented.				



CITY OF ORTING

Grant Policy

Mission Statement: The City of Orting supports the development of services and organizations which bring significant value to its citizens and which serve a public purpose.

Section I. Baseline Criteria for receiving grant funding.

Selected grant recipients may receive direct cash contributions from the City of Orting, pursuant to the following procedures and conditions. Grant funding is defined as direct cash donations to non-profit and/or section 501(c)(3) organizations which bring ~~significant~~ substantial value to the citizens of Orting and which serve a public purpose, and organizations that benefit vulnerable and needy populations are given priority. Grant requests are considered on an annual basis and receiving a grant is not guaranteed year to year. Grant requests are dependent on limited city funds and the council reserves the right to allocate funds as it deems appropriate.

All organizations requesting grant funding must comply with the following eligibility standards:

- A. Organizations must be legally tax exempt as defined by IRS section 501(c) (3), or non-profit status, and shall provide proof of the same to the City upon request.
- B. Pursuant to the terms of Section III herein, Organizations must carry their own insurance, and shall execute an agreement wherein the Organization agrees to use the grant funds for the public purpose identified in the Organization's application materials, and further agrees to indemnify the City and hold the City harmless (*see* Attachment A, hereto).
- C. Organizations must serve the residents within the City of Orting and/or the Orting School District.
- D. When approved, all materials distributed by the Organization as a result of the City's grant must contain the City of Orting logo.

The City will prioritize requests received from groups and activities by those groups that serve seniors, youth, the infirm or disabled and people in need within the City. Certain cohort groups

are assumed to meet these criteria, including groups that serve senior citizens age 65 and older; people with disabilities who qualify for the Pierce County Property Tax exemption/reductions; and food bank recipients.

Section II. Process for seeking Grant:

1. All groups seeking grants from the City of Orting must submit a formal request in writing by August 21st of each calendar year for the following year. The request must include a cover letter specifying the dollar amount sought and how it will be used. The letter must include the following attachments:
 - A. Grant Application;
 - ~~B.~~ B. Previous year's financial statement;
 - ~~B.C.~~ B.C. List of grants applied for over prior 12-months and indicate which ones had been awarded.
 - ~~C.D.~~ C.D. Current year's budget documents;
 - ~~D.E.~~ D.E. Signed Contract Agreement
 - ~~E.F.~~ E.F. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
 - ~~F.G.~~ F.G. Proof of liability insurance.
2. Grant seekers must submit one electronic copy and one original copy of their application and a cover letter and any attachments to the City Clerk or designee by August 21st. The copies of these materials will be reviewed by the Community and Government Affairs Committee in September, who will bring their recommendation to the full Council at a study session in September. Those recommendations will be discussed during budget workshops. Members of the public may view the file copy at City Hall during business hours or make a Public Records Request to the City Clerk to obtain a copy.
3. A representative of the group must attend the Community and Government Affairs ("CGA") Committee meeting in order to present the organizations request and answer any questions. The City shall provide the organization notice of the CGA Committee meeting at which the organization's application will be reviewed.
4. The CGA Committee will review applications and make a recommendation to the City Council. The City Council will make a final determination by Resolution during budget season.
5. Grant recipients shall execute a contract with City in substantially the same form as is depicted at Exhibit A hereto. The contract shall be executed prior to the receipt of grant funds.

6. Grant recipients shall report regarding the organization’s use of the grant funds to the City Council in the manner set in the aforementioned contract and by the date set therein. Failure to report shall compromise the grant recipient’s ability to receive future grant funding.

Section III. Funding Levels.

The intent of the Council with setting funding thresholds is to encourage organizations to fundraise. The City does not typically want to be a long-term major grantor of any particular organization, and believes that fundraising is the primary purpose of a non-profit board. ~~All~~ Current grant recipients will be reset to year ~~one-two~~ of the table below. Organizations may request a waiver from the city’s funding levels during their application process. The following table lays out the Council’s intended funding structure.

<u>Year</u>	<u>Maximum Percent of Recipient’s Prior Year’s Revenue, or <u>Maximum Funding Amount</u></u>
1 st	At Council’s Discretion <u>or a maximum of \$10,000</u>
2 nd	20% <u>or a maximum of \$8,000</u>
3 rd	15% <u>or a maximum of \$6,000</u>
4 th	10% <u>or a maximum of \$4,000</u>
5 th	5% <u>or a maximum of \$2,000</u>
6+	No more than 5% of recipient’s prior year’s revenue <u>or a maximum of \$2,000</u>

Section IV. Grants of Facilities

Grant requests may request in their application use of a city facility without cost for a purpose that is the same as the stated mission of the grantor’s organization. Fundraising at City facilities is not permitted unless the grantee has paid a rental fee for the city facility.

Section V. Insurance & Indemnity Requirements for City Grant.

All organizations selected to receive a grant pursuant to this policy shall execute an agreement with the City prior to the dispersal of funds, and said agreement shall include (but is not limited to) the following requirements pertaining to indemnification and insurance:

1. Indemnification / Hold Harmless

User shall defend, indemnify and hold harmless the City of Orting, 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 Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Orting.

2. Insurance

A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Orting's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

D. City of Orting Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the City of Orting shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of

insurance furnished to the City of Orting evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.