

COUNCILMEMBERS

- Position No.
- 1. Tod Gunther
- 2. Chris Moore
- 3. Don Tracy
- 4. Jeffery Sproul
- 5. Stanley Holland
- 6. Greg Hogan
- 7. Melodi Koenig



ORTING CITY COUNCIL
 Study Session Meeting Agenda
 104 Bridge Street S, Orting, WA
 Zoom – Virtual
 September 18th, 2024
 6:00 p.m.

Deputy Mayor Tod Gunther, 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/81964950423?pwd=Qz0AzbdGvA7kiPMYAYbG3Q8rBITg19.1>

Meeting ID: 819 6495 0423 Passcode: 225003

2. COMMITTEE REPORTS.

A. Public Works.

CM Moore & CM Koenig.

B. Public Safety.

CM Tracy & CM Holland.

C. Community and Government Affairs.

CM Hogan & CM Sproul.

3. STAFF REPORTS.

4. PRESENTATIONS

A. AB24-74 – Comprehensive Emergency Management Plan (CEMP) – Public Safety Committee.

To view full version of Comprehensive Emergency Management Plan, [Click here.](#)

5. AGENDA ITEMS.

A. AB24-98 – Council Rules – Committee Meetings – Public Works Committee.

B. AB24-27 – RV Code Amendments – CGA Committee.

C. AB24-30 – Murrey’s Franchise Agreement – CGA Committee.

D. AB24-96 – Purchasing Policy Update – Public Works Committee.

E. AB24-88 – Orting Yard ADA Parking Spot Lease – CGA Committee.

F. AB24-64 – Council Code of Ethics Policy – CGA Committee.

G. AB24-76 – 2025 SCORE Jail Interlocal Agreement – Public Safety Committee.

H. AB24-77 – 2024-2026 School Resource Officer Interlocal Agreement - Public Safety Committee.

I. AB24-89 – Legal Services RFP – CGA Committee.

J. AB24-79 – 2025 Grants – CGA Committee.

K. AB24-80 – Big J’s Holiday Rental Agreement – CGA Committee.

L. AB24-81 – Budget Amendment – REET – CGA Committee.

M. AB24-82 – Capital Assets Policy – CGA Committee.

N. AB24-83 – Legislative Priorities – CGA & Public Safety Committee.

O. AB24-85 – Sourcewell Interlocal Agreement – CGA Committee.

P. AB24-87 – Institutional Calendar – CGA Committee.

Q. AB24-94 – Police Vehicle Purchase – Public Safety Committee.

6. EXECUTIVE SESSION.

7. ADJOURNMENT.

Items by Page Number

4. PRESENTATIONS

A. **AB24-74** – Comprehensive Emergency Management Plan (CEMP) – **Page 4**

B. AGENDA ITEMS.

A. AB24-98 – Council Rules – Committee Meetings – **Page 112**

B. AB24-27 – RV Code Amendments. – **Page 116**

C. AB24-30 – Murrey’s Franchise Agreement. – **Page 155**

D. AB24-96 – Purchasing Policy Update. – **Page 191**

E. AB24-88 – Orting Yard ADA Parking Spot Lease. – **Page 213**

F. AB24-64 – Council Code of Ethics Policy. – **Page 215**

G. AB24-76 – 2025 SCORE Jail Interlocal Agreement. – **Page 236**

H. AB24-77 – 2024-2026 School Resource Officer Interlocal Agreement. – **Page 254**

I. AB24-89 – Legal Services RFP. – **Page 273**

J. AB24-79 – 2025 Grants. – **Page 347**

K. AB24-80 – Big J’s Holiday Rental Agreement. – **Page 426**

L. AB24-81 – Budget Amendment – REET. – **Page 428**

M. AB24-82 – Capital Assets Policy. – **Page 434**

N. AB24-83 – Legislative Priorities. – **Page 445**

O. AB24-85 – Sourcewell Interlocal Agreement. – **Page 452**

P. AB24-87 – Institutional Calendar. – **Page 457**

Q. AB24-94 – Police Vehicle Purchase. – **Page 461**

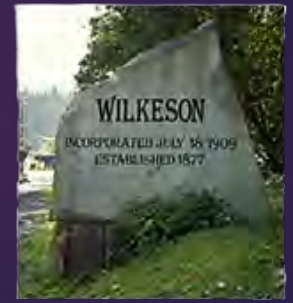


CITY HALL

CITY HALL

EPIC EM

EAST PIERCE INTERLOCAL COALITION FOR
EMERGENCY MANAGEMENT



What is the East Pierce Interlocal Coalition for Emergency Management (EPIC-EM)?

- ▶ Formed in 2021 for the purpose of sharing resources and expertise between the 7 cities and towns of:
 - ▶ Carbonado
 - ▶ Bonney Lake
 - ▶ Buckley
 - ▶ Orting
 - ▶ Puyallup
 - ▶ Sumner
 - ▶ Wilkeson
 - ▶ * South Prairie mid 2024

East Pierce Interlocal Coalition for Emergency Management Portal



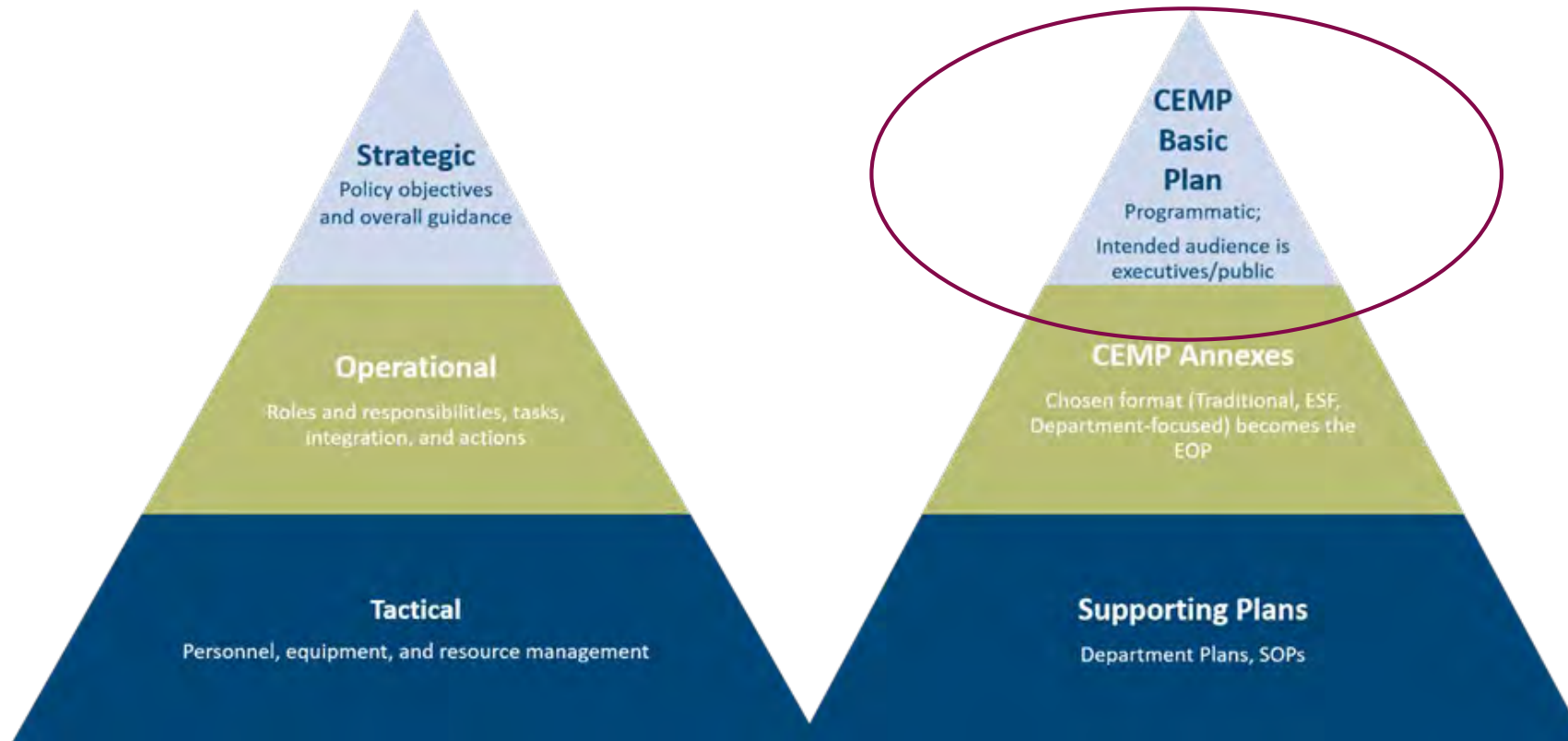
What is the Comprehensive Emergency Management Plan (CEMP)?

- ▶ Strategic and Operational Plans for how our community deals with known emergencies – natural or human-caused:
 - ▶ How we can help support the community
 - ▶ How the community can help
- ▶ Ties to National Preparedness Goal of:
 - ▶ Preventing
 - ▶ Protecting
 - ▶ Mitigating
 - ▶ Responding
 - ▶ Recovering

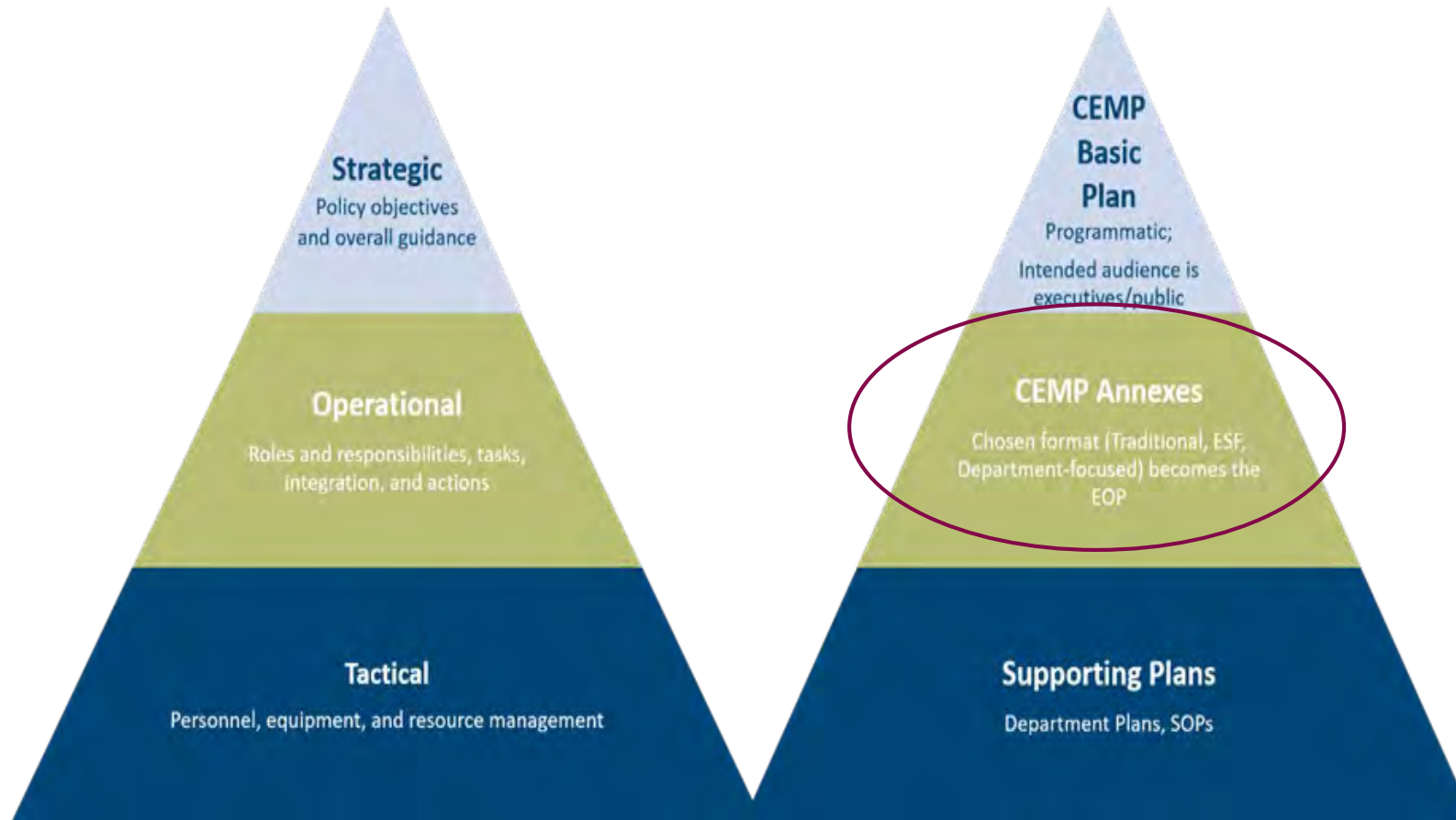
Comprehensive Emergency Management Plan (CEMP)

- ▶ Tied vertically to County, State, and Federal plans
- ▶ Typical parts to the Plan:
 - ▶ Basic – Strategic Plan
 - ▶ Operational – Supporting Annexes
 - ▶ Tactical – Hazard/Threat/Incident Specific Plans
- ▶ Shows us gaps in planning or emergency responses

Comprehensive Emergency Management Plan (CEMP) Basic Plan



Comprehensive Emergency Management Plan (CEMP) Annexes



Why is a Comprehensive Emergency Management Plan (CEMP) needed?

- Mandated for cities and/or counties that take on Emergency Management functions based on state and federal laws
- Sets roles and responsibilities for identified providers during emergencies
- Allows for State and Federal grant applications

Comprehensive Emergency Management Plan (CEMP) Process

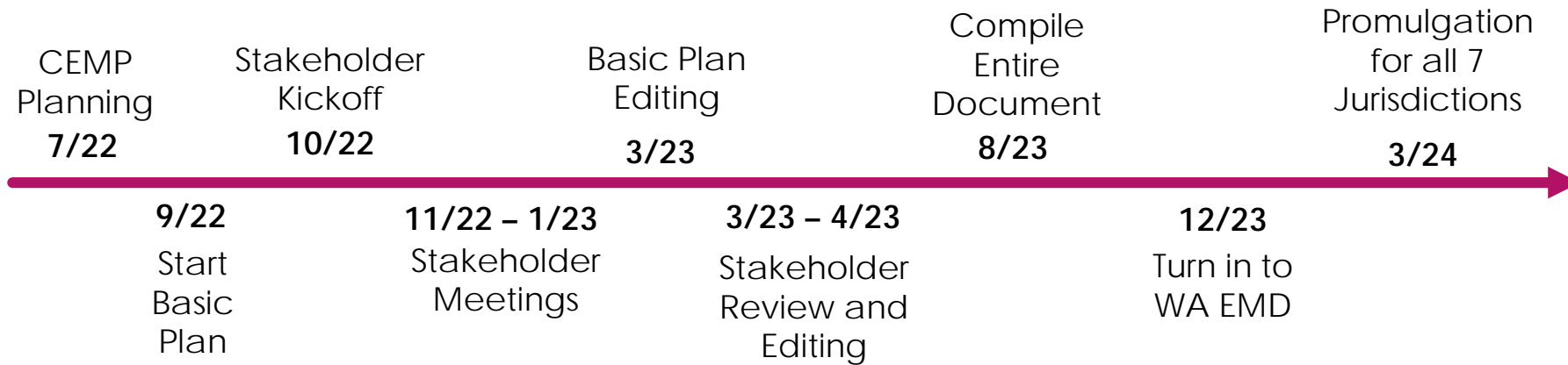
- ▶ Planning involved the Whole Community
 - ▶ Staff met with each jurisdiction to discuss certain responses/actions
- ▶ Public and Stakeholder input
 - ▶ Public forum(s) in each jurisdiction
- ▶ Looked at jurisdiction specific local risks
- ▶ Looked at the community's ability to respond to those risks
- ▶ Local approvals, then submission to WA EMD for review
- ▶ Renewable and updated every 5 years

East Pierce Interlocal Coalition for Emergency Management (EPIC-EM) Hazards

	Carbonado	Bonney Lake	Buckley	Orting	Puyallup	Sumner	Wilkeson	%
Hazard Type								
Geological								
Earthquake	X	X	X	X	X	X	X	100%
Landslide	X	X	X	X	X		X	86%
Volcanic	X	X	X	X	X	X	X	100%
Meteorological								
Drought		X	X		X	X		57%
Flood	X	X	X	X	X	X	X	100%
Severe Weather	X	X	X	X	X	X	X	100%
Wildland/Urban Interface	X	X	X		X		X	71%
Technological								
Civil Disturbance		X	X		X	X		57%
Cyber Attack			X		X			29%
Dam Failure		X	X		X	X		57%
Energy Emergency	X	X	X		X	X	X	86%
Epidemic	X	X	X		X	X	X	86%
Hazardous Materials/Pipeline		X		X	X	X		57%
Terrorism/Active Threat		X	X	X	X	X		71%
Transportation Accident		X	X		X			43%
Count of Identified Risks = 15								
Count of Risks per city/town	8	14	14	7	15	11	8	
% of Risks/city town	53%	93%	93%	47%	100%	73%	53%	

Note: Based on 2020-2025 Region 5 All Hazard Mitigation Plan, Section 4. Self-identified by Jurisdiction as hazards that will significantly affect City or Town.

Comprehensive Emergency Management Plan (CEMP) Timeline



The Comprehensive
Emergency
Management Plan
(CEMP) is available to
view at:

www.epiceoc.com/pages/plans



Comprehensive Emergency Management Plan
2024—2029





**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Resolution for Adoption of Comprehensive Emergency Management Plan.	AB24-74	Public Safety		
		9.5.2024	9.18.2024	
	Department:	Public Safety		
	Date Submitted:	9.5.2024		
Cost of Item:	<u>\$0</u>			
Amount Budgeted:	<u>0</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:				
Timeline:	ASAP			
Submitted By:	Tim Bauer/Devon Gabreluk			
Fiscal Note: None				
Attachments: Draft Resolution NO 2024-16 ; EPIC-EM CEMP (Comprehensive Emergency Management Plan)				
SUMMARY STATEMENT:				
<p>The City of Orting and the Cities of Puyallup, Bonney Lake, Buckley, Sumner, and the Towns of Carbonado, Wilkeson, and South Prairie have previously entered into an ILA for Emergency Management and disaster preparedness services (East Pierce Interlocal Coalition for Emergency Management). Emergency Management representatives from each participating agency have created the EPIC-EM CEMP (Comprehensive Emergency Management Plan) which serves as a master document for emergency planning and response among the agencies. The CEMP is to be adopted by each participating agency, and additionally serves to satisfy statutory requirements for public agencies with emergency response capabilities.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business City Council Meeting on September 25 th , 2024 as a consent agenda item.				
FUTURE MOTION: <u>Motion:</u>				
To approve the City of Orting Comprehensive Emergency Management Plan as presented.				

**CITY OF ORTING
WASHINGTON**

RESOLUTION NO. 2024-16

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ORTING, WASHINGTON
ADOPTING THE EAST PIERCE INTERLOCAL
COALITION FOR EMERGENCY MANAGEMENT
COMPREHENSIVE EMERGENCY
MANAGEMENT PLAN 2024 - 2029 EDITION;
PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, RCW 38.52.070 requires City emergency management organization and plan to be updated and plan to be updated regularly consistent with the State's plan and program; and

WHEREAS, the State reviewed the East Pierce interlocal Coalition for Emergency Management Comprehensive Emergency Management Plan 2024 - 2029 Edition for consistency and compliance with the current City and with both the Federal Response plan and State Comprehensive Emergency Management Plan, including the provision of RCW 38.52 Emergency Management and acknowledged completion of the Plan review on March 6, 2024; and

WHEREAS, adoption of the East Pierce interlocal Coalition for Emergency Management Comprehensive Emergency Management Plan 2024 - 2029 Edition is in the best interests of the City and is residents and supports the public peace, health, safety and welfare;

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

Section 1. The East Pierce interlocal Coalition for Emergency Management Comprehensive Emergency Management Plan 2024 - 2029 Edition, is hereby adopted as set forth in Exhibit A, which is attached, and shall be in full force and effect upon passage and signatures hereon.

Section 2. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25th
DAY of SEPTEMBER, 2024.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

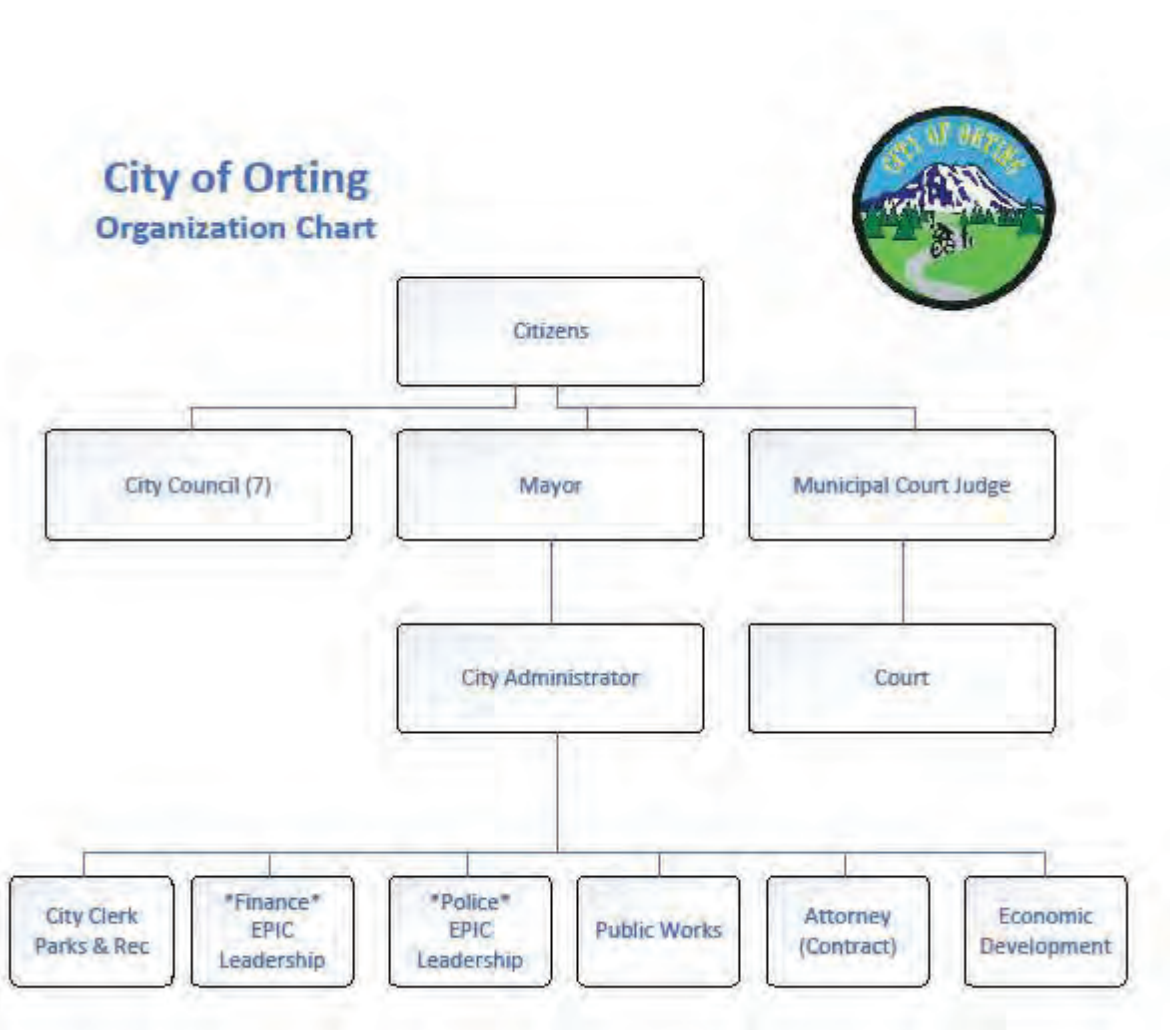
Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

Charlotte Archer, City Attorney
Inslee Best, PLLC

DRAFT

City of Orting Departmental Annex



City Administrator's Office/ City Clerk

Summary

The City of Orting has a Mayor/Council form of government and has a City Administrator to supervise day-to-day operations and activities of the city. The City Clerk is in the City Administrator's office. The City Clerk has overall responsibility for communications for the city.

The positions and activities listed in this Annex may be accomplished either by city staff or external personnel specifically requested to fulfill this role/position/activity.

Core Capabilities

The following core capabilities align with the responsibilities of the City Administrator's office:

All Phases

- Planning
- Public Information and Warning

Mitigation

- Community resilience
- Long-Term Vulnerability Reduction

Recovery

- Economic Recovery
- Health and Social Services
- Housing
- Natural and Cultural Resources

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of City Administrator's Office:

- ESF-2: Communications
- ESF-5: Emergency Management (Supporting)
- ESF-14: Long Term Community Recovery (Supporting)
- ESF-15: External Affairs

Public Information and Communications Systems

Introduction

Purpose

To ensure effective dissemination of emergency information and instructions to the public before, during, and after an emergency or disaster. Assign Emergency Public Information and Warning responsibilities to allow for the rapid dissemination of essential information to the population in times of emergency; and to establish a communications system for effective flow of information during an emergency.

Scope

The communication and warning assets of all City organizations including city website, radio, voice, and data links, telephone and cellular systems, amateur radio when requested, and the Emergency Alert System (EAS) and National Warning System (NAWAS). Process, coordinate, and disseminate information for City of Orting, City officials, employees, the media, and the public.

Policies

The city relies on the warning capabilities of federal, state, county, and local government, and the news media for dissemination of warning information. Where there is a special need that is not being met by standard warning dissemination methods, the city may supplement those systems.

Orting operates OrtingAlerts, an opt-in alerting system that includes voice, text, email messages that are sent to residents and participants for emergency and community event messaging. OrtingAlerts can be delivered in multiple languages, and the City of Orting is a registered and authorized WEA/IPAWS user. Orting follows operating policies as set forth in EPIC alerting policies.

Pierce County Division of Emergency Management maintains an Outdoor Warning System of multiple sirens that can be set off for local emergencies.

All relevant agencies will work in close cooperation to ensure that warning and emergency public information impacting the city and county are consistent and coordinated.

It is essential that accurate, timely and consistent information be disseminated to the public when the EOC is activated. City Departments and Offices will coordinate the development and dissemination of all disaster related public information through the EOC Public Information Officer.

Situation

Emergency/Disaster Conditions and Hazards

Communications, Information Systems, and Warnings are an essential element in responding to an emergency. Coordination of emergency action, determining the scope of the emergency, links to persons in need, dissemination of emergency information, warning the public of immediate peril, quelling rumors and misinformation, and managing community resources, requires the maximum use of all existing and supplemental communications resources.

Planning Assumptions

- The dissemination of emergency public information and warning depends on survival and operability of communications equipment and systems, the time of day, the speed of the onset of the threat, conditions within the hazard area, and interpretation of the information by a diverse population, with language and cultural differences, as well as many other unforeseen hindrances.
- Normal means of communications in the affected areas may be either destroyed or largely incapacitated; therefore, only limited and incomplete information is anticipated from the disaster area until communications can be restored.
- Sufficient support personnel will be available to coordinate public information and interface

with the media and other agencies.

- Demands for information from media outside the city will be significantly increased in a disaster.
- Sufficient communications will be established to support public information efforts.
- Following a disaster, the Emergency Alert System (EAS) will be available to the City of Orting. WEA (Wireless Emergency Alerting) is already available through OrtingAlerts.
- When appropriate the State Emergency Operations Center will establish a Joint Information Center (JIC) to coordinate federal, state, and local information.
- The City Clerk will typically communicate to the public through the city website and active reader boards.
- Numerous city staff are trained in OrtingAlerts, an opt-in alert and warning service that provides messages in text, email, and voice messages in English and foreign languages.

Concept of Operations

The need for rapid dissemination of essential information during an emergency necessitates the activation of a central public information system. The Public Information Officer within the EOC will coordinate this system. The nature of the emergency and the level of EOC activation will define the extent to which this system is engaged. When appropriate the PIO will coordinate their actions with the Pierce County Joint information Center.

Public Information Objectives

- To warn the public of hazardous situations and impacts.
- To instruct the public on protective measures that can be taken.
- To coordinate the City's release of public information to the media.
- To control rumors and reassure the public.
- To provide ongoing information about emergency operations and emergency services.
- To instruct the public on disaster assistance and recovery services and procedures.

Communications Systems Objectives

- Identify all existing communications assets and capabilities.
- Plan for the best use of those resources under emergency conditions.
- Provide for augmenting existing communications with outside resources as needed.

Special Populations including LEP

- In the event that public information needs to be translated, interpreters will be coordinated through the EOC. Special instructions and provisions may be made for adult family homes, schools, or other groups.
- A capability, beyond the existing warning system, for individual dissemination of warnings to the hearing impaired, sight impaired and non-English speaking groups is under development. Orting may use translation services through their Municipal Court system as necessary. Additionally, Pierce County Emergency Management maintains a page on their website that provides useful preparedness links for non-English speaking groups and individuals with disabilities.

National Warning System

The National Warning System established and maintained by the Federal Emergency Management Agency, is the primary means of receiving and disseminating warning to state and local officials within Washington State. The Washington State Division of Emergency Management operates the Washington

State warning point 24 hours a day. The Pierce County NAWAS receiving point is SouthSound 911 (SOUTHSOUND911). Information received via NAWAS that impacts the city is forwarded to SOUTHSOUND911 on a 24-hour basis. SouthSound 911 will then notify the on-duty Orting Police officer, the Police Chief, or a designee when appropriate.

Emergency Alert System

Details for the activation of the Emergency Alert System for the Pierce County area are published separately. Orting uses an alerting and warning system called OrtingAlerts, an opt-in system that sends phone calls, voice mail, and text to opt-in signees. This system allows for both emergency and community-based information.

Communications Coordination

Day-to-day operational communications systems are seldom sufficient to meet the increased communications needs created by a major community emergency. Communications coordination is necessary to provide for the best use of all public, private, and volunteer communications systems, and to ensure that all those systems are linked appropriately to the city EOC. To the extent possible, all departments will operate their communications according to their routine protocols. Linkages to the EOC will be supplemental to standing communications protocols.

Communications Coordinator

- The Emergency Management Coordinator will be responsible for establishing and maintaining an emergency communications capability in support of City operations. A Communications Coordinator may be designated for this purpose. Communications Coordinator duties may include:
 - Maintaining equipment inventories.
 - Maintaining current radio frequencies in use in the Orting area.
 - Scheduling tests and exercises to ensure communications readiness.
 - Identifying support communications resources and establish agreements and procedures for their use in time of need.
 - Assuming operational control of supporting communications systems, in cooperation with SOUTHSOUND911 and Pierce County Emergency Management, this includes allocation of communications resources.
 - Coordinating the restoration of communications capabilities in the city following a disaster.

Capabilities

Communications equipment will be established at the EOC for the purpose of maintaining links with the necessary elements of the emergency response organization. The EOC has direct radio communication to all fire, police, emergency medical services, and public works.

Regional Communications

Overall coordination of public safety communications services is the responsibility of SouthSound 911. SOUTHSOUND911 is the 24-hour direction and control point for routine communications.

Support Communications

Provisions will be made for the use of auxiliary communications systems, including Amateur Radio, and Citizens Band radio systems. Amateur Radio resources will be coordinated through the EOC or Pierce

County Emergency Management. Orting Police radios also have the five MURS (Multi-Use Radio Service) radio frequencies programmed into them for communication with citizen radios.

Telecommunications

Emergency 9-1-1 access will remain the responsibility of SOUTHSOUND911 during an emergency. The establishment of a telecommunications capability at the EOC will augment public access. The Department of Administrative Services will coordinate the telecommunications needs of Emergency Management in a disaster, including cellular telephone use.

Shelter Communications

- The Shelter Manager will determine the methods for communication between mass care shelters and the EOC. Communications resources will be provided requested through Pierce County Emergency Management.
- Communication with the State EOC will be via the following systems:
 - Telephone.
 - Internet/email.
 - Radio Amateur Civil Emergency Services (RACES) statewide network.
 - National Warning System Hotline (NAWAS) via Pierce County Emergency Management and/or SOUTHSOUND911.
 - Runner to the state EOC.

Organization:

- The Public Information Officer will be established in the EOC to coordinate all public information activities.
- The Police Department will function as the 24-hour warning point for receipt of warning information impacting the city.
- A Communications Team may be established at the Orting EOC to coordinate communications for city operations.

Procedures

Dissemination

- Methods for dissemination of local emergency information and instruction will be determined by the Public Information Officer depending on available means as appropriate to the emergency including radio, newspapers, television, electronic communications, mobile public address systems, and door-to-door.
- Information will also be disseminated to City Council, elected officials, emergency personnel in the field, and other city employees so they know what information and guidance is being released to the public. Dissemination of public information regarding city activities and services relating to an emergency should be reviewed and coordinated with the Public Information Officer.
- Notices may include information for:
 - Evacuation, sheltering, and shelter-in-place.
 - General survivor assistance (i.e., medical care, shelter locations, etc.)
 - Food and water.

- Public health protection.
- A Joint Information Center (JIC) may be established to coordinate emergency public information where multiple jurisdictions are involved in the emergency response. This facility would be in direct contact with the EOC, may include information officers from other jurisdictions, and may be in conjunction with state/federal information efforts. The location of the JIC will be determined on a case-by-case basis.
- The City Communications Manager will maintain up-to-date distribution lists.

Warning

The Warning System provides for immediate dissemination of warnings and alerts to key officials and the general public. It consists of a combination of external sirens, key personnel notification, Emergency Alerting System (EAS) activation, and any other practical means of alerting the public to the presence of an immediate hazard to life and property.

Primary Warning Point

SouthSound911 is the primary receiving and reaction point for warning information. All warning information received, which impacts the city will be forwarded to the on-duty police officers, the Orting Police Chief, or designee at the earliest possible opportunity.

Automatic Activation

The warning system may be activated by SouthSound911, in consultation with Pierce County Emergency Management. Policies and procedures will be in place to define the parameters for automatic activation of the warning system. Pierce County Emergency Management also has the authority to activate the Outdoor Warning Sirens for a variety of emergencies. This system will also activate in the Orting area without notification.

Prevention and Mitigation:

- Provide information about hazards that may influence siting of facilities and deployment of resources.
- Develop and implement Public Education campaigns.

Preparedness

- Draft procedures, train on and practice those procedures as discrete drills and tabletop exercises or as part of integrated emergency exercises. Individual support agencies provide preparedness activities that vary with each agency.
- Acquire or identify for future acquisition necessary resources and equipment.

Response

- Media briefings are provided as often as needed, usually twice a day. Social media posts and website updates occur with available staffing on an ongoing basis.
- Maintain concurrent 12-hour operational periods for staffing patterns and cyclic activities for information sharing.
- In coordination with the Mayor and City Council, policy decisions will facilitate the reestablishment of communication systems for essential government services.
- Share information with Command, General Staff, and the Situation Unit.

- Information needed may be obtained from documents produced by the Planning Section/Situation Unit and from the Logistics section. Details may also be captured from the other Units within the Operations Section.

Recovery

- The recovery process for communications is dispersed amongst the different agency needs and requirements. Recovery information will be disseminated through standard city communication methods and the emergency tools identified.
- Collect damage information in support of the preliminary damage assessment.
- Staff a resident call line for taking reports of damages to private property.

Responsibilities

Public Information Officer (PIO)

- Establish and coordinate an emergency information capability. The PIO will be the primary point of contact for the news media. In times of emergency, the PIO will establish an Emergency Public Information capability and support the public information needs of the incident in cooperation with the Emergency Management Coordinator.
- Prepare and distribute public information releases to the public regarding disaster preparedness, response, and recovery. Assume coordination of news media covering the disaster impact in the city.
- Establish a Joint Information Center (JIC) as needed to coordinate emergency public information when multiple agencies are involved in the disaster response. Establish close coordination with state, federal and private sector public information systems.
- Establish a rumor control and countermeasures capability.
- Provide for coordination with neighborhood groups.
- Obtain approval for all releases from the EOC Manager.
- Monitor news media coverage of the incident.
- Coordinate the release of public information with Pierce County Department of Emergency Management, the Orting School District, and other agencies where appropriate.
- Support the Mayor, Council, City Administrator and department directors in their public information and public confidence roles.
- Develop EOC procedures for coordination of city communications resources in an emergency.
- Develop procedures for the 24-hour receipt and dissemination of warning and emergency public information.
- Develop and maintain notification lists and procedures for alerting key city personnel.
- Develop and maintain procedures for activation of warning systems.
- Coordinate warning plans with Pierce County Emergency Management.
- Coordinate all warning dissemination with Pierce County Emergency Management when able.
- Determine which warnings are significant to the City of Orting.
- Attempt to provide warning and emergency information to the Orting School District

SouthSound911

- Develop and maintain procedures for providing disaster information with the city EOC and

- Pierce County Emergency Management when appropriate.
- Assist with the dissemination of information and warnings as requested.

Police Department

- Assist with the dissemination of warnings.
- Receive warning information from diverse sources and forward that information to the Emergency Management Coordinator.
- Assist with the dissemination of information and warnings.

Department of Public Works:

Provide support communications through department communications resources.

Recreation & Events:

Provide support communications through department communications resources.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

- Pierce County CEMP: ESF-15 External Affairs for Joint information System/Joint Information Center and LEP.
- City of Orting Emergency Response Plan

Planning, Building and Economic Development

Summary

Divisions include, Planning, Building and Permitting, Code Enforcement, Capitol Projects, and Economic Development. The Planning function in Orting is contracted to a local company. All or part of the functions listed may be provided by outside resources based on the incident size, duration, and magnitude.

Core Capabilities

The following core capabilities align with the responsibilities of the Community Planning and Development:

All Phases

- Planning
- Operational Coordination

Mitigation

- Community resilience
- Long-Term Vulnerability Reduction

Recovery

- Economic Recovery
- Health and Social Services
- Housing
- Natural and Cultural Resources

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of Community Planning and Development:

- ESF-3: Public Works and Engineering (Supporting)
- ESF-5: Emergency Management (Supporting)
- ESF-6: Mass Care, Emergency Assistance, Housing, and Human Services (Supporting)
- ESF-14: Long Term Community Recovery

Recovery Planning

Introduction

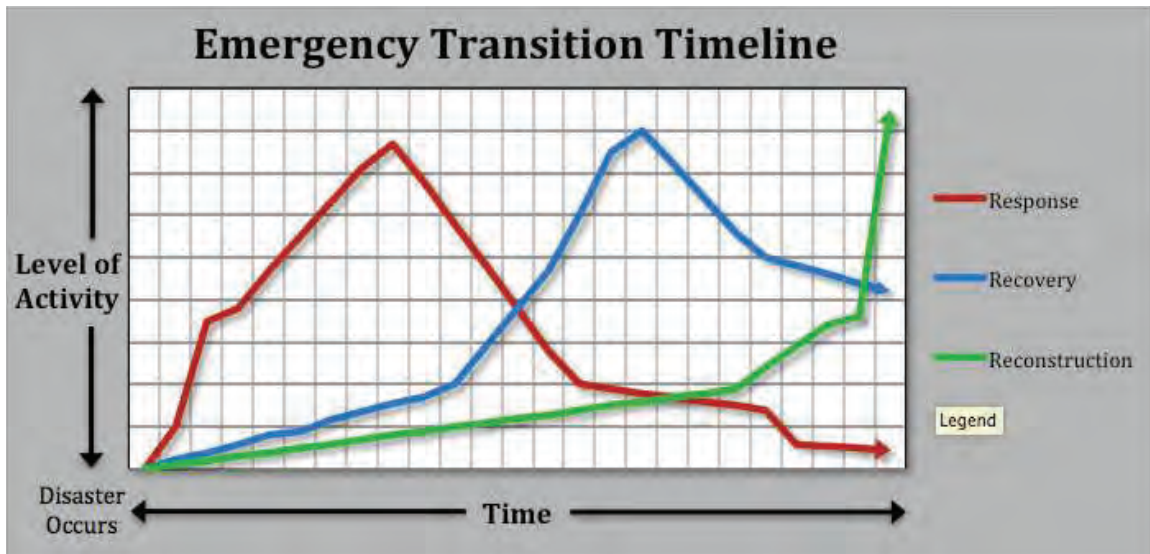
Purpose:

The purpose of this annex is to provide guidance when executing recovery measures after an incident has occurred. This document is for reference only it does not modify or supersede the Comprehensive Emergency Management Plan. For more information on Recovery Planning see Emergency Support Function 14: Long Term Community Recovery. Based on the extensiveness of this plan, additional

resources will be requested to assist with this plan.

Emergency Transition Timeline:

Recovery activity occurs in every stage of the incident but begins to accelerate and increase as response activity decreases.



Fiscal Health

After Life safety and Life Sustaining measures are under control, a key concern during Disaster Recovery is the fiscal health of the community. A disaster can produce a short-term recession in the community as permanent property loss caused by the incident decreases tax revenues. Without the return of business and tax revenues, Recovery will be slow at best, and possibly impossible.

Recovery Choices

Generally, Recovery can be executed in the following ways or combination of the three:

- Repair/rebuild with no significant changes to infrastructure or city/ community design in order to restore needed services as quickly as possible.
- Repair/rebuild with upgrades to infrastructure and city/community design to mitigate the effects of similar incidents in the future. This may create cost recovery issues for public as in most cases FEMA only pays to return to pre-existing conditions. It may be possible to force private property owners to rebuild according to updated building codes and regulations.
- Don't rebuild and relocate the facility or abandon it.

Initiating Recovery

Identify and establish the timing and process for transitioning from Emergency Response activities into Recovery Activities. As seen in the Emergency Transition Timeline, Short-term Recovery efforts should be implemented concurrent with response activities. Balancing Response activity that makes it possible for citizens to survive the event and early Recovery activity that keeps the community inhabitable can be a difficult process. Until it is clear that response activity is coming to an end both phases should be monitored closely in case deployment changes are needed.

Recovery Plan

The Recovery Plan should identify city staff that will be involved and differentiate between Short-term, Mid-term, and Long-term Recovery. The Recovery Plan staff should include the following positions and the Recovery Task Force (RTF):

Recovery Manager

The Recovery Manager acts as a coordinator during the recovery process. The Recovery Manager helps push the process forward and may be an appropriate choice for the Recovery Officer as well. The Recovery Manager should not be confused with the Recovery Task Force Leader. This position may be contracted from outside resources based on staffing and experience.

Recovery Officer

- The Recovery Officer stays with the incident through every phase of the process, from the beginning to end. It is important to remember that:
- Recovery will come in phases and subsets.
- Recovery projects should be broken up into workable groups.
- Groups can be made by type of project, location, or funding source i.e., FEMA, FHWA, etc.
- Multiple phases may be involved in recovery.
- The Recovery Officer looks at the big picture and keeps the process moving as one phase ends and another continues until the final goal is reached. Outside agencies and city departments will come and go throughout the process.
- The Recovery Officer needs to be engaged in all phases and able to piece together the history of the Recovery, speak to the citizens and City Council, and liaison with the other agencies and entities involved in recovery.
- This position may be contracted from outside resources based on staffing and experience.

Recovery Task Force:

- The RTF is advisory in nature and may be staffed by a number of positions from various departments as needs change. The RTF is designed to be flexible, able to expand and contract as needed. The RTF reviews the following:
- Damage Reports.
- Regulations including zoning, building code, Public Works Standards, Fire, etc.
- Plans including Land-Water, Sewer, Transportation, Economic Development, etc.
- Policies including Comprehensive Plan Policies but not Council Policies.
- Re-build Priorities i.e., Historical v. Re-Development.

In addition, the RTF will:

- Request the City Council provide reaffirmation of the priorities of the Recovery Goals.
- Recommend Economic Recovery programs.
- Initiate recommendations for relocation and acquisition of damaged properties as necessary.
- Analyse Structural versus non-structural mitigation measures.
- Identify the Role of Community Groups and Stakeholders.

The following positions may be filled depending on the nature and scope of the event.

- Recovery Task Force Chair.
- Public Works representative.
- Public Information Officer.

- Human Resources representative.
- Attorney/Legal representative.
- Finance and Administration representative.
- EOC Manager.
- Chamber of Commerce representative.
- Housing and Urban Development representative.
- Community Planning and Development representative.
- Orting School District representative.
- Recognized Neighborhood Association representatives.

Recovery Task Force Team Leader

Recovery Task Force Team Leader leads the RTF. The position will likely be filled by a Public Works or Building/Planning staff member.

Short-term Recovery

Short-term Recovery typically focuses on securing the city so that unsafe areas are not in use. The Primary goals of short-term recovery are:

- Safety.
- Create clear boundaries between safe areas and restricted areas.
- Determine the extent of damage to the City.
- Identify and notify citizens of the undamaged or least damaged areas of City where they can find resources.
- Support assisting agencies, non-profits, etc., that are providing relief services to the citizens.

Short-term Recovery Staff includes:

EOC staff.

A team of Orting department directors and other staff with specialized technical expertise as needed.

Key concepts

- Assure safety of citizens.
- Monitor sheltering activities and use.
- Support traffic flow in undamaged areas.
- Assure utilities continue to function in undamaged areas.

Significant collaboration should occur with:

- Responding agencies/Departments.
- Local industries and commercial sectors that require open roads and functioning utilities to conduct daily operations. These entities typically have business continuity plans in place and understand the recovery process. Their operations will benefit the citizens in ways the City government can't.
- Schools, once reopened, allow children a place to go during the day and their parents the opportunity to work. Schools should be reopened as soon as possible.

Mid-term Recovery

- Mid-term Recovery typically focuses on restoring critical functions throughout the impacted region. The primary goals of Mid-term recovery are:
- Return to pre-incident pattern of activity as much as possible.

- Restore traffic flow and utilities throughout the city.
- Publish information that supports the community’s efforts to recover as individuals, families, businesses, etc.
- Streamline the permit process, structural inspections, and the approval process on reconstruction and repair of damaged buildings and homes.

Mid-term Recovery Staff includes:

- Short-term Recovery staff.
- Selected members of the Short-Term Recovery team.
- Businesses.
- Key demographics.
- The Building and Development Community.
- Orting Chamber of Commerce.
- Other Stakeholders.

Key Concepts:

- Quickly develop a written plan to guide mid-term recovery efforts and identify specific individuals and responsibilities.
- Identify a housing liaison to help citizens relocate from shelters to more permanent housing.
- Ensure major grocery and hardware stores can open to provide citizens with necessary resources and generate tax revenues.
- Identify a liaison to local small business/specialty stores to provide needed assistance and advocacy throughout the reopening process.
- Identify a liaison to advocate on behalf of citizens as it relates to FEMA.
- Identify a liaison that understands plan review and building inspecting and can support structural repair efforts within the community.
- Maintain focus on Mid-term Recovery needs, if allowed, the Long-term Recovery process can easily overshadow Mid-term Recovery.
- Begin to develop the formal Long-term Recovery Plan and work group.

Key Collaborations:

- FEMA.
- Business Community.
- The Building and Development Community.
- Citizens.
- Pierce County Emergency Management.

If a Recovery Work Group is in place, transition into Long-term Recovery using a Recovery Task Force (RTF).

Long-term Recovery

- Long-term Recovery typically focuses on redesign and restoration of the community. It asks what the “new” community or area should look like and how should it function. The primary goals of Long-term Recovery are:
 - Rebuild critical infrastructure to equal or superior pre-event conditions.
 - Correct or improve historic traffic flow and utility issues in areas where rebuilding is occurring.

- Require when able and encourage when not more advanced building practices during the permitting and inspection processes.

Staff:

- Mid-term Recovery staff.
- Special Interests Groups.
- Registered Neighborhood and Homeowner Associations.

Key Concepts:

- Adopt a Long-term Recovery plan with Building/Planning as the lead and City Council as the Policy group.
- Assign staff to search for funding opportunities. FEMA's process for releasing money for long-term recovery is different than its process for reimbursement for response activity, and many other federal players are involved.
- Be prepared to take advantage of short suspense grant opportunities that may have minimal notice periods and short timeframes for applying.
- Continue to search for additional funding opportunities.

Key Collaborations:

- FEMA.
- Business Community.
- Citizens.
- Pierce County Emergency Management.

Long-Term Recovery Steps:

- Ensure completion of response, restore essential services, and maintain unaffected services.
- Transition EOC response from short-term recovery to long-term recovery.
- Restore Community Symbols and Services improving livability.
- Re-establish economic and social viability of the community to restore citizen confidence.
- Promote mitigation in areas impacted by the event as well as mitigation in unaffected areas.
- Use the event to facilitate interest in mitigation, both structural and non-structural.

Re-development:

- Develop a specific plan for the future use and design of areas that will not be restored.
- Transition into long-term recovery model using the Recovery Task Force.

Educate the Community:

- Develop an account of what happened for members of the public.
- Explain how response was carried out.
- Share ways in which livability is being restored within the community.
- Promote mitigation as a way to prepare for and limit future damage.
- Implement a shared vision for recovery.

Finance

Summary

The Finance Department consists of Fiscal Services which includes Accounting and Financial Reporting, Billing and collections, payables, and Risk Management

Core Capabilities

The following core capabilities align with the responsibilities of the Finance Department:

All Phases

Planning

Protection

Cybersecurity

Risk Management for protection programs and activities

Response

Logistics and Supply Chain Management procurement approval

Recovery

Economic Recovery

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of Finance Department:

- ESF-5: Emergency Management (Supporting)
- ESF-14: Long Term Community Recovery (Supporting)

Fire – see Central Pierce Fire & Rescue

Summary

The Fire Department consists of Fire Administration, Fire and Emergency medical Service Operations, Fire Prevention, Training, Fleet, Facilities, Logistics, and Emergency Management. As of September 1, 2023, Central Pierce Fire & Rescue assumed operational authority of Fire and Rescue Services for the City of Orting. Previously, the city Orting contracted with Orting Valley Fire & Rescue for Fire and EMS functions. The City of Orting retains Emergency Management functions through staff and EPIC, and CPFR coordinates and communicates activities with EPIC.

Core Capabilities

The following core capabilities align with the responsibilities of the Fire Department:

All Phases

- Planning
- Public Information and Warning
- Operational Coordination

Prevention

- Forensics and Attribution

Protection

- Risk Management for protection programs and activities

Mitigation

- Community resilience
- Long-Term Vulnerability Reduction
- Risk and Disaster Resilience Assessment
- Threats and Hazards Identification

Response

- Environmental Response/Health and Safety
- Fatality Management Services
- Fire Management and Suppression
- Mass Search and Rescue Operations
- Operational Communications
- Public Health, Healthcare, and Emergency Medical Services
- Situational Assessment

Recovery

Health and Social Services

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of the Fire Department:

- ESF-2: Communications (Supporting)
- ESF-4: Fire Fighting

- ESF-5: Emergency Management
- ESF-7: Logistics Management and Resource Support (Supporting)
- ESF-8: Public Health and Medical Services
- ESF-10: Oil and Hazardous Materials (Supporting)
- ESF-14: Long Term Community Recovery (Supporting)
- ESF-15: External Affairs (Supporting)

Fire Fighting

Introduction

Purpose

Identify procedures for coordination of fire suppression and support resources associated with the incident and for providing a point of contact for all requested external fire department assistance.

Scope

The Central Pierce Fire & Rescue, utilizing when necessary mutual aid resources that are available, is responsible for all fire prevention, suppression, and control activities in the City of Orting.

Policies

During emergency situations, the Fire Department will mobilize all the available apparatus and personnel required to cope with the nature and scope of the situation. Mutual Aid Agreements with adjacent jurisdictions are activated when needed. When mutual aid resources are exhausted, the provisions for state fire mobilization may apply.

The provisions of the Washington State Fire Resource Mobilization Plan is the appropriate access point through which to acquire fire resources outside existing mutual aid agreements.

Mutual aid with adjacent firefighting resources will be enhanced by the use of the Incident Command System (ICS).

Situation

Emergency/Disaster Conditions and Hazards

Major structure fires are a potential in an urban environment. Additionally, a disaster event, such as an earthquake, may precipitate multiple fires in several different locations throughout the city. Fire resources may become overwhelmed by the demand for services, and damaged bridges and streets may hamper access.

Planning Assumptions:

- The Fire departments and districts throughout Pierce County typically provide Emergency Medical Services (EMS). Methods used to mobilize fire resources will often be the same as for mobilization of EMS resources.
- Demand for services in excess of capabilities may make it necessary for the prioritization of response. Some needs may go unmet due to a lack of resources. Prioritization of response will be made through the EOC and based on the best information available at the time.

Concept of Operations

General:

- Initial Fire Department response will be in accordance with routine dispatching procedures.
- The Orting EOC will assume coordination of response of fire resources within the city when activated. SouthSound 911 will be notified when the EOC assumes coordination of city resources.
- The EOC Fire Services Unit will coordinate acquisition of additional fire and EMS resources through activation of existing mutual aid agreements, or the provisions of the Washington State Fire Resource Mobilization Plan.

Organization

A Fire Services Unit will be established in the EOC for coordination of all fire related activities.

Procedures

The Central Pierce Fire & Rescue defines in detail procedures for the deployment of fire service resources.

Prevention and Mitigation

Promote fire safety and prevention programs.

Preparedness

Provide fire preparedness activities including plans, procedures, training, drills, exercises, etc.

Response

- Task personnel, as necessary, to accomplish support responsibilities.
- Assume full responsibility for suppression of fires.
- Provide and coordinate firefighting.
- Coordinate requests for firefighting assistance in structural or industrial fire protection operations.

Recovery

- Contribute to the incident after-action report.
- Track and submit costs.
- Make recommendations to landowners for recovery activities.

Responsibilities

Fire Department

- Coordinate all incident related fire services, including all mutual aid supplies, personnel and equipment requested.
- Prioritize fire service response that is consistent with the Incident Action Plan.
- Coordinate light and heavy rescue and extrication.

- Assist with the dissemination of warnings and emergency public information as requested by the Public Information Officer.
- Provide response to hazardous materials incidents and coordinate with the proper outside authorities for assistance as necessary. Provide qualified personnel to assume the role of on-scene command for hazardous materials incidents.
- Provide lighting for night incidents.

Office of the State Fire Marshal

Administer and implement the State Fire Service Mobilization Plan.

Washington State Patrol

Assist in the administration and implementation of the State Fire Service Mobilization Plan.

Pierce County Fire departments and districts

Provide assistance to Central Pierce Fire & Rescue under existing mutual aid agreements and/or fire mobilization protocols.

Regional Fire Defense Board

As denoted in RCW 43.43.963, assist in providing external firefighting and EMS resources when local and mutual aid capabilities are exhausted in accordance with the Washington State Fire Resource Mobilization Plan.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

Refer to the Fire Department's emergency response processes.

Emergency Medical Services

Introduction

Purpose

- Provide for the organization and mobilization of emergency medical, and mortuary services during an emergency.
- Coordinate efforts to provide safe handling of food, water and donated goods following a major emergency or disaster.

Scope

Encompasses the delivery of emergency medical services, coordination with hospital disaster plans, public health, identification, and disposition of human remains, and community mental health.

Situation

Emergency/Disaster Conditions and Hazards:

Mass casualty could potentially overwhelm existing services; medical and health care facilities could be

structurally damaged or destroyed; a disaster could pose public health threats to food, and water; secondary spills caused by the disaster could result in toxic environmental hazards; and the effects of a major disaster will require mental health crisis counseling for disaster victims and emergency personnel.

Planning Assumptions:

- Pierce County mutual aid Emergency Medical Services (EMS) responders providing assistance to the City of Orting will operate under the standard Pierce County EMS procedures and protocols.
- Local Mass Casualty plans will detail operational concepts and responsibilities, including coordination of triage and transportation of injured persons and the coordination of available Basic Life Support and Advanced Life Support capabilities in the event of multiple casualties.
- Hospitals will develop and maintain internal disaster plans and protocols.
- If not handled properly, food, water and donated goods can become vehicles for illness and disease transmission. Pierce County Public Health will provide technical assistance to determine safety of food, water and donated goods distributed to the public.

Concept of Operations

General

- Activation of Hospital Disaster Plans: Emergency Medical Services Unit will notify the destination hospital of the number, type, and severity of injuries. The hospital disaster plan will be activated according to need. That plan will identify methods for expanding hospital capabilities reducing patient populations as needed, evacuating hospital facilities, and generally ensuring effective hospital care.
- Patient Distribution: The primary destination hospital will coordinate inter-hospital operations as required to ensure effective casualty distribution. Emergency Medical Services Unit will provide a liaison between the hospital and field EMS resources where necessary to ensure proper patient distribution. Good Samaritan Hospital in Puyallup is Pierce County's designated Disaster Management Control Center (DMCC).
- Mass Casualty Incident Plan: The provisions of the Pierce County area Mass Casualty Incident Plan, published separately, will be observed in response to medical emergencies relating to the incident. That plan includes an inventory of medical facilities, personnel, medical transportation capabilities, communications, and supply sources, as well as protocols for triage and transportation of large numbers of injured persons.
- Public Health: The Tacoma Pierce County Health Department will be the lead agency responsible for organization and mobilization of public health services during an emergency. That agency will be responsible for monitoring water supplies, sanitation, food, and potential causes of communicable diseases. The Health Department will provide for inoculations and other measures as needed. The Health Department will also provide information on preventative measures to be taken to reduce contamination of food, water, crops, and livestock, as well as information and recommendations for the safe storage and distribution of emergency food.
- Casualties and the Disposition of Human Remains: The Pierce County Medical Examiner is responsible for the recovery, identification, and disposition of all casualties. Details on the handling of human remains, including transportation, storage, mortuary facilities, and the expansion of mortuary facilities are included in the Pierce County Emergency Management Plan.

The Police Department shall assist the Pierce County Medical Examiner with any casualties in the city.

- Special Care Facilities: Special Care facilities will need coordination for coordinating the use of private immediate care clinics, physicians' offices, mental health care facilities, nursing homes, elderly care facilities, and other similar facilities needed to support hospital care efforts.

Organization

When the EOC is activated, an EMS Unit may be established and staffed to assume overall coordination of Advanced Life Support and Basic Life Support activities in the city associated with the disaster.

Procedures:

- Procedures for the delivery of emergency medical services are published separately. The Pierce County Mass Casualty Incident Plan identifies the procedures for dealing with multiple casualties. The Tacoma Pierce County Health Department coordinates health and sanitation services, including:
 - Identification of health hazards.
 - Identification and control of communicable disease.
 - Vector control.
 - Inspection of food and water supplies for contamination.
 - Ensure compliance with emergency sanitation standards for disposal of garbage, sewage, and debris.
 - Assessment of environmental contamination and public health risk from hazardous materials spills.
 - Mental health services, including stress management services for emergency responders.
 - Keep emergency management personnel informed regarding health conditions, warnings, and advisement.

The Pierce County Medical Examiner has jurisdiction over all human remains per RCW 68.08.010. The Medical Examiner's Office will coordinate support to local mortuary services as needed. Local funeral directors may assist in the processing of human remains at the discretion of the Medical Examiner.

Prevention and Mitigation

Attempt to prevent hazards from developing into disasters, or to reduce the effects of disasters when they occur. Actions include communicable disease surveillance, investigation, and community containment; environmental health protective actions such as vector control, environmental sampling, and food product embargoes; and development of medical stockpiles.

Preparedness

Develop operational and tactical plans, train/exercise, and conduct vulnerability assessments as well as ongoing health protection activities such as vaccinations, provider education, and food and water safety assurance.

Response

Response actions are event specific and aligned with the responsibilities outlined.

Recovery

- Make necessary adjustments to resume normal operations.
- Complete necessary facility decontamination.
- Re-stock essential equipment and supplies.
- Ensure operability of Information Technology systems.
- Conduct follow up communications and debriefings.
- Schedule and conduct follow up and monitoring of staff exposure.
- Complete cost analysis and file for reimbursement.
- Address psychological aftermath of the event by promoting psychological recovery and resilience in the workforce.
- Health, medical, and mortuary services will be restored during the recovery period as soon as practical and within the limitations and capabilities allowed of affected agencies following the emergency.

Responsibilities

Fire Department

- Staff the EMS Unit at the EOC.
- Coordinate all incident related pre-hospital EMS activities.
- Assist the EOC with the coordination and mobilization of all medical, health, and mortuary services during an emergency.
- Prioritize EMS response consistent with the Incident Action Plan.
- Conduct pre-hospital needs assessment based on number, type, and severity of injuries.
- Provide for on-scene triage and treatment of injured persons.
- Coordinate the transportation of injured persons to the appropriate hospitals, staging areas, or medical evacuation sites.
- Coordinate all requests for additional EMS personnel and equipment. Coordinate requests for supplies with the hospitals.
- Assist in coordinating private ambulance resources.
- Assist in coordination of mass casualty response.
- Provide casualty and damage information to the EOC.
- Coordinate with Pierce County Medic One for acquisition of additional supplies.

Good Samaritan Hospital

- Maintain procedures for reducing patient population for incidents that may require evacuation of the facility.
- Maintain internal procedures for dealing with major in-house emergencies, including fire, evacuation, etc.
- Maintain a disaster plan and procedures for receipt, triage, processing, and treatment of multiple casualties.

Pierce County Department of Public Health

- Provide and coordinate the provision of health and sanitation services.

- Where multiple jurisdictions are involved, coordinate health and sanitation services from the Pierce County EOC.

Pierce County Medical Examiner

- Assume responsibility for identification and disposition of human remains and notification of next-of-kin.
- Determine the manner and cause of death and provide information to Pierce County Public Health and Social Services Vital Records Office for issuance of the death certificate.
- Identify suitable facilities for expedient/emergency morgues.
- Provide a representative to the EOC, if requested.
- Obtain additional supplies, as needed, including body bags, tags, and special manpower. Make requests for additional supplies through the EOC.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

- Refer to the Fire Department’s emergency response processes.
- Refer to the Pierce County area Mass Casualty Incident Plan.
- Refer to Pierce County’s ESF-8: Public Health and Medical Services.

Emergency Management

Orting has assigned the Finance Director and the Police Chief as representatives to EPIC.

Introduction

Purpose

To provide guidance on establishing direction and control within the Incident Command System for response to disaster incidents. To provide detailed information on core management and administrative roles and responsibilities within the Policy/Executive Group, Command Staff, Operations Section, Planning Section, Logistics Section, and Finance and Administration Section that support the City of Orting Emergency Operations Center (EOC). City of Orting personnel will function in this position during an activation. Based on personnel size, Orting reserves the right to contact outside agencies to assist in the operation of the incident and their EOC.

Scope

Applies to information collection, analysis, planning, operations, requests for Federal assistance, resource management, deployment and staffing, mutual aid, facilities management, financial management, and other support required to prepare for, respond to, and recover from an emergency or disaster within the City of Orting. These processes are coordinated through the Orting EOC.

Organization

The Orting EOC will use standard ICS positions and functions when open. Any position may be delegated, modified, or eliminated by the EOC Manager as needed to best handle the situation with the available resources. Tasks for each position are included. Typically, the Orting EOC will staff the follow

ICS positions: EOC Manager, Liaison Officer, Public Information Officer, Operations Section Chief, Planning Section Chief, Logistic Section Chief, and Finance and Administration Section Chief.

Policies

1. Emergency management means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to and recover from emergencies and disasters, and to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural, technological or human caused, and to provide support for search and rescue operations for persons and property in distress. Revised Code of Washington 38.52.010.
2. The Orting EOC will receive and disseminate current and accurate information to other city agencies, adjacent jurisdictions, and the Pierce County and State EOCs during times of activation. The analysis of this information and planning for anticipated resources is critical in the support of emergency or disaster response and recovery activities.
3. Emergency Management is designed to bring order to the chaos of an incident through the gathering, organizing, and distributing of information. This process supports each responding department and streamlines actions during and after an incident allowing the City of Orting to return to normal operations faster and more efficiently.
4. Documentation: All departments and support services will support the Incident Command System by producing documentation and reports as requested or on a scheduled basis when appropriate. The Situation Unit in the Planning Section will coordinate collection of documentation and reports, using the spot report format.
 - Requirements for Incident Records:
 - Situation Report (SITREP): A compilation of data from the Operations Section and activated Units.
 - Damage Assessment: Compilation of preliminary data from the Damage Assessment Unit.
 - Incident Related Expenditures: Separate Records, which identify incident related expenditures and obligations maintained by each department.
 - Declarations: Emergency and Disaster declarations and all supporting resolutions and documentation.
 - Unit Logs: The logs of all activated Sections and Units depicting their activities by date and time. Unit logs are consolidated in the Master Log.
 - Maps: Maps and graphics used to display or depict incident related activities.
 - Other Documents: Other incident related documentation necessary for accurate response and recovery records.
 - Where information is lacking, the Planning Section may deploy field observers to collect specific disaster intelligence, photograph damage for analysis, or assign field personnel to report on unique events.
5. Incident Action Plan: An Incident Action Plan is a necessary and organized process that addresses all functions of incident response and should be updated regularly to address ineffective, inefficient, or unsafe response actions. The IAP establishes objectives and defines strategy. Under Unified Command, the designated command officials jointly determine objectives, strategy, and priorities. An IAP is developed for each operational period, which is typically 12 or 24 hours. The following basic steps make up the IAP process:
 - The Operations and Planning Section Chiefs brief on situation and resource status.
 - The Safety Officer discusses safety issues.

- The EOC Manager sets and confirms incident objectives that make up a broad strategy to mitigate or neutralize an incident.
- If the incident requires, the Operations Section Chief develops geographic control lines and division boundaries.
- The Operations Section Chief specifies tasks for each Operations Section Unit that supports incident objectives.
- The Operations and Planning Section Chiefs specify resources needs for the selected strategy and tactics.
- The Operations, Planning, and Logistics Section Chiefs specify facilities and reporting locations.
- The Logistics Section Chief develops resource orders.
- The Planning and Logistics Section Chiefs consider communications, medical, and transportation plans.
- The Finance and Administration Section Chief provides a financial update.
- The Liaison Officer discusses interagency liaison issues.
- The Public Information Officer discusses information issues.
- The EOC Manager finalizes, approves, and implements the IAP.
- All Incident Command System personnel assess the effectiveness of the plan by gathering and analyzing information. The next IAP meeting will make any necessary modifications and updates to strategy and tactics.

Situation

Emergency/Disaster Conditions and Hazards

The City of Orting is exposed to multiple hazards with the potential to cause casualties, damage to, and disruption of the community. Specifically, the city is vulnerable to civil disturbances, critical shortages, drought, earthquakes, epidemics, flooding, hazardous material incidents, heat waves, landslides, storms, terrorism, volcanic activity, and wild/forest fires. This list of hazards is not comprehensive but contains hazards that are most likely to impact directly or indirectly the city. Hazards can occur simultaneously or consecutively, such as a winter storm with flooding or an earthquake followed by an influenza epidemic. The city can also suffer from hazards occurring elsewhere due to their effect on the supply of goods and services. This may include critical shortages of electricity, petroleum products, natural gas, and food. Listed below is the Vulnerability Analysis from the 2020-2025 Region 5 All Hazard Plan.

City of Orting Vulnerability Analysis

2020-2025 Region 5 All Hazard Plan

THREAT ²	POPULATION		
	Total	% Base	Threat Rating
BASE	6,739	100%	
<i>Geological</i>	Avalanche	NA	NA
	Liquefaction Susceptibility	6,739	100%
	Landslide-Deep	765	11.4%
	Landslide-Shallow	2,633	39.1%
	Tsunami	NA	NA
	Volcanic	6,739	100%
<i>Meteorological</i>	Drought	6,739	100%
	Flood	4,357	64.7%
	Severe Weather	6,739	100%
	WUI Fire	NA	NA
<i>Technological</i>	Abandoned Mines	NA	NA
	Civil Disturbance	6,739	100%
	Dam Failure	NA	NA
	Energy Emergency	6,739	100%
	Epidemic	6,739	100%
	Hazardous Material	6,156	91.3%
	Pipeline	NA	NA
	Terrorism / Active Threat	6,739	100%
	Transportation Accidents	6,156	91.3%

Note: Technological and human-caused hazards must be considered in addition to natural hazards. These include the following:

- Health hazards (epidemic, pandemic, and bioterrorism)
- Cybersecurity

Planning Assumptions

Accurate, timely, and precise information is essential for responding to community needs following a major emergency. Emergency conditions, however, may result in rumors, inaccurate reports, conflicting and limited information upon which to base emergency response. Collection of information may be hampered by damage to communication systems, overloading of existing networks, damage to transportation routes, and other factors. Multiple public and private structures may be damaged and will require rapid inspection to ensure public safety before re-habitation.

1. Information is the basis for determining the appropriate emergency response. Plans and procedures must be developed to provide for the accurate and timely collection, codification, display, and dissemination of information regarding the nature and scope of the emergency.
2. Every individual responding to the incident and staffing a position within the EOC should make every attempt to gain situational awareness by answering the following questions:
 - What is the problem?
 - How big is the problem?
 - Is the problem getting better or worse?
 - What is the plan?
3. It is essential that the City of Orting EOC and the Pierce County EOC share information and coordinate its dissemination.

Concept of Operations

General

Emergency Management Division will use standard ICS positions and functions when activating the EOC. Any position may be delegated, modified, or eliminated by the EOC Manager as needed to best handle the situation with the available resources.

Organization and Procedures

Typically, the EOC Manager will staff the Policy/Executive Group, Command Staff, Operations Section, Planning Section, Logistics Section, and Finance and Administration Section.

Policy/Executive Group

The Policy/Executive Group is responsible for overall direction and control of the emergency management organization and provides the legislative and policy support necessary for efficient and effective operations. The Mayor, City Council, and City Administrator make up the Policy/Executive group and are advised by the City Attorney.

1. City Council:
 - Ratifies a State of Emergency when necessary for the full activation of the provisions of this plan. (RCW 35.33 & 38.52)
 - Appropriates funds to support the emergency management organization, and to meet emergency needs when they occur. Authorizes the expenditure of funds necessary to combat the disaster. (RCW 35.33 & 38.52)
 - Fills the vacancies of elected officials, if any, in order to maintain governmental continuity in times of crisis. (RCW 42.14)
 - Enacts special legislation, under the emergency rules where appropriate, to support effective disaster response and recovery. (RCW 35.33)

- Provides policy direction to the emergency management organization. (RCW 38.52)
- Enacts legislation, which commands the services and equipment of private citizens as necessary in response to the disaster after a proclamation by the governor. (RCW 38.52)
- Conducts public hearings and takes other actions to assist in informing the public and identifying public needs following a major emergency. (RCW 38.52)
- Provides continuing oversight and legislative support during the recovery phase and directs citizen's requests for assistance to appropriate governmental channels. (PL93-288)
- Instills public confidence, and relays public information, as provided by the Public Information Officer.

Mayor:

- Mayor declares a State of Emergency. Issues a Proclamation of Disaster when necessary to initiate state and/or federal assistance. (RCW 38.52 & 43.06)
- Enters into intergovernmental agreements with other jurisdictions for mutual aid or recovery assistance.
- Instills public confidence, and relays public information, as provided by the Public Information Officer.

City Administrator:

- Provides overall direction and control of disaster activities under the provisions of this plan.
- Provides a liaison between the emergency management agency and the Mayor and City Council and ensures that they are adequately briefed on the nature and scope of the incident.
- Requests a Declaration of Emergency when needed to activate the full provisions of this plan.
- Provides a liaison to State and Federal agencies at the executive level when necessary to facilitate the receipt of disaster relief.
- Instills public confidence, and relays public information, as provided by the Public Information Officer.

City Attorney:

- Provides emergency legal advice to the Mayor, City Council, and City Administrator.
- Reviews emergency agreements, contracts and disaster-related documents.
- Drafts a Declaration of Emergency when necessary.
- Assists in drafting a Declaration of Disaster when necessary.
- Drafts other emergency ordinances as needed.

Command Staff:

The Command staff is responsible for detailed direction and control of all City and support resources. The EOC Manager, Deputy EOC Manager, Liaison Officer, and Public Information Officer make up the Command Staff and may be activated as the incident requires.

1. EOC Manager: The EOC Manager executes the provisions of the CEMP in times of emergency and assists in the recovery process.
 - Tasks: The EOC Manager is charged with all of the duties associated with the EOC until otherwise delegated.

- Open the EOC, obtain the EOC Manager’s vest, begin acquiring situational awareness to determine initial staffing needs, and initiate contact procedures to assemble a core staff.
- Answer the following questions to gain situational awareness:
 - What is the problem?
 - How big is the problem?
 - Is the problem getting better or worse?
 - What are the downstream effects on the city?
 - What effects is this disaster or our action having outside the city?
 - What is the plan?
- Appoint staff to positions as they arrive and in the following order for the initial activation needs:
 - Logistics Section Chief: to assume staffing responsibilities.
 - Planning Section Chief: to assume situational awareness responsibilities.
 - Public Information Officer: to address inquiries from the media and assume public information responsibilities.
 - The State, the County, neighboring cities, the City Administrator, the Assistant City Administrator, department directors, and the public should all be notified when the EOC is open and addressing an incident.
 - Finance and Administration Section Chief: to assume notification responsibilities.
 - Operations Section Chief: to coordinate interdisciplinary response to the incident.
 - Liaison Officer: to provide information to elected officials and facilitate interjurisdictional coordination.
- If necessary, function under Unified Command according to the standards and practices of the Incident Command System.
- Determine incident objectives, strategies, and priorities.
- Determine the schedule that will be used during the first few hours of the activation until the Planning Section Chief is prepared to take over this function.
- Create an organization chart for publication.
- Provide an overview of the situation, followed by regular updates.
- Coordinate the activities of Planning, Logistics, Administration, and Operations sections.
- Oversee the development of an Incident Action Plan.
- Support staff as they establish their respective Sections and begin accomplishing assigned tasks.
 - Remind Section Chiefs to use section books.
 - Remind staff to retrieve the appropriate vest for the section they are assigned to.
 - Remind staff to “STAY in the BOX” and reinforce the organization chart.

- Establish contact with the Pierce County and Washington State EOCs.
 - If necessary, establish a liaison with Pierce County Emergency Management.
- Prepare a briefing for the City Administrator and elected officials that includes:
 - Scope of the event.
 - Actions being taken.
 - Future expectations and concerns.
 - Policy support needs.

Deputy EOC Commander: Provides shift coverage for the EOC Manager and may be designated to prepare for an expedient transition from the response phase to the recovery phase.

Liaison Officer: The Liaison Officer is responsible for facilitating the integration of City Hall, elected officials, the City Administrator, and local and state agency resources into the Incident Command organization and is the primary contact for those resources. Tasks include:

- Obtain a briefing from the EOC Manager.
- Initiate contact with the City Administrator and/or City Council, and appropriate local and state support agencies/representatives, and provide an initial briefing of the incident.
- Identify primary contacts including the communications link and location.
- Work with the PIO to keep City Hall informed so the City Administrator and City Council do not come to EOC for information.
- Monitor incident operations to identify current or potential inter-organizational conflicts.
- Attend planning meetings as required.
- Provide input on the coordination with City Hall and outside agency resources.
- Oversee the well-being and safety of personnel in the EOC.
- Advise on any City Hall or assisting agency special needs or requirements.
- Determine if any special reports or documents are required.
- Ensure that all outside agency personnel and/or equipment is properly recorded.
- Ensure that all required outside agency forms, reports, and documents are completed.
- Identify representatives from each responding agency, their location, and the appropriate communications and coordination link.
- Respond to requests from incident personnel for inter-organizational contacts and possibly serve as the primary liaison with the Pierce County EOC.
- Act as a "trouble shooter" for the purpose of maintaining effective, appropriate inter-organizational cooperation.
- Monitor spontaneous response of resources not requested and integrate those resources into the emergency management system as appropriate or otherwise as required.
- Act as the primary contact point for military assistance to local government.
- Identify corrective actions and ensure implementation. Coordinate corrective action with Command.

Safety Officer: The Safety Officer has responsibility for safety at the EOC and in general to the incident. The Safety Officer ensures safety messages and briefings are made, exercises emergency authority

to stop and prevent unsafe acts, reviews the Incident Action Plan for safety implications, assigns assistants qualified to evaluate special hazards, reviews and approves the Medical Plan, and ensures adequate sanitation and safety in food preparation.

Public Information Officer (PIO): The City Communications Manager will function as the Public Information Officer. The PIO is charged with distributing appropriate information to the outside world using the media, employee outlook system, city web site, and any other outlets as they see fit to use. Tasks:

- Obtain a briefing from the EOC Manager.
- Obtain the PIO vest from the EOC storage locker.
- Ensure that the PIO Office is open, and that the PIO sign is posted on the doorframe.
- Identify additional staff to support the emergency Public Information function.
- Assign responsibilities such as media contacts, citizen contacts, Cityline updates, website updates, and employee contacts to PIO support staff.
- Determine if other Public Information activities are taking place in the city, make contact, coordinate messaging, and determine whom the lead PIO will be.
- Contact the Pierce County EOC and determine what level of cooperation is needed for messaging.
- Contact local media and inform them of the statement and release schedule.
- Present media releases to the EOC Manager for approval prior to release. Not all known information is suitable for public release.
- Establish and coordinate emergency public information prior to, during, and after an emergency.
- Prepare and distribute public information releases regarding disaster preparedness, response, and recovery.
- Review and coordinate releases of information from local, county, and state offices and departments through the EOC.
- Respond to media and public inquires.
- Provide information to city elected officials and to employees, as necessary.
- Monitor news media coverage of the incident.
- Establish a rumor control capability.

Operations Section: The Operations Section assumes coordination of all response activities detailed in the Incident Action Plan. The EOC Manager will activate the Operations Section and Section Units as required by the incident. The Operations Section is charged with responding to the needs of the community with city resources from Fire, Police, Parks, and Public Works, etc. The Operations Section Chief is designated to oversee the coordination of the activities in each unit. The work of the Operations Section in the EOC is a coordination of different disciplines, not the actual response or dispatching activity. The Law Enforcement Unit, Fire Services Unit, Emergency Medical Services Unit, Public Works Unit, and Mass Care Unit make up the Operations Section and may be activated, as the incident requires.

- **Operations Section Chief:** Oversees coordination of the Operations Section. Tasks:
 - Obtain a briefing from the EOC Manager.
 - Obtain the Operations vest from the EOC storage locker.
 - Ensure that the Operations Section Office is open, and that the Operations sign is posted on the doorframe.

- Staff the section, assign workstations, and supervise.
- Ensure that the mission number and FEMA number are being used.
- Consider appointing a scribe for the section to maintain constant situational awareness.
- Post the following information in the Operations Section area:
 - EOC Org Chart including positions names.
 - Incoming and outgoing phone numbers.
 - Road closures.
- Establish contact with the departments that are/or will be involved in field operations. After contact is established:
 - Inform the responding department that the EOC is open and ready to support them and that the Operations Section Chief is the primary contact for field operations.
 - Communicate that the Operations Section Chief phone number will be the direct link to the EOC for support and two-way information sharing.
 - Ensure that the response departments involved in field response are using the State mission number and FEMA number on all relevant documents. The EOC should have this information posted.
 - Coordinate the interaction of multiple response departments using the Incident Command System.
 - Ensure that proper documentation is occurring.
- Ensure the Operations Section staff is sharing information within the Section concerning the actions of the different departments involved in field operations.
- Determine the logistics needs of the field responders and report to the Logistics Section for resource procurement including food, supplies, additional workers, etc.
 - Ensure the Logistics Section is filling logistic requests from the field with the highest priority.
- Gather and interpret information to provide the Planning Section with expert perspective on the unique characteristics and needs of the incident for incorporation into the planning process.
- Assembles and disassembles strike teams assigned to the Operations Section.
- Law Enforcement Unit:
 - Prioritizes law enforcement response consistent with the Incident Action Plan.
 - Coordinates traffic and crowd control.
 - Coordinates perimeter security, including coordination of scene ingress and egress where appropriate.
 - Coordinates evacuation and activates a separate Evacuation sub-Unit when needed.
 - Maintains law and order by sustaining normal law enforcement operations wherever possible.
 - Coordinates Search and Rescue.

- Provides for incident related criminal investigation.
- Provides personnel to assist the Pierce County Medical Examiner with the disposition of human remains.
- Provides personnel to assist with the dissemination of warning and emergency public information.
- Coordinates all incident related aircraft activity and activates an Air Operations sub-Unit if circumstances warrant.
- Provides security to the EOC.
- Fire Services Unit:
 - Coordinates all incident related fire services, including all mutual aid supplies, personnel, and equipment requested.
 - Prioritizes fire service response that is consistent with the Incident Action Plan.
 - Coordinates light and heavy rescue and extrication.
 - Assists with the dissemination of warnings and emergency public information as requested by the Public Information Officer.
 - Provides response to hazardous materials incidents, coordinates with the proper outside authorities for assistance as necessary and provides qualified personnel to assume the role of on-scene command for hazardous materials incidents.
 - Provides lighting for night incidents.
- Emergency Medical Services Unit:
 - Prioritizes Emergency Medical Services response consistent with the Incident Acton Plan.
 - Conducts pre-hospital needs assessment based on number, type, and severity of injuries.
 - Provides for on-scene triage and treatment of injured persons.
 - Coordinates the transportation of injured persons to the appropriate hospitals, staging areas, or medical evacuation sites.
 - Coordinates all requests for additional EMS personnel and equipment.
 - Coordinates requests for supplies with the hospitals.
 - Assists in coordinating private ambulance resources.
 - Assists in coordination of mass casualty response.
 - Provides casualty and damage information to the EOC.
 - Coordinates with Pierce County Medic One for acquisition of additional supplies.
- Public Works Unit:
 - Prioritizes Public Works response that is consistent with the Incident Acton Plan.
 - Provides assistance to the Fire Department in light rescue by providing heavy equipment and other support as needed.
 - Provides for clearance of debris.
 - Coordinates performance of emergency protective measures relating to City

- property and facilities.
 - Coordinates the inspection of City bridges and other public works facilities.
 - Coordinates collection of information regarding the condition of public works facilities and forwards that information to the Planning Section.
 - Coordinates temporary and permanent repairs to City facilities and structures, including water service, streets and roads, bridges, etc.
 - Performs or contracts major recovery work to restore damaged public facilities.
 - Provides traffic control signs and barricades for road closures and detours and assists the Police Department in the development of alternate traffic routes around hazard sites.
 - Coordinates City flood fighting activities.
 - Coordinates all additional private sector engineering assistance as needed.
 - Coordinates emergency equipment rental or replacement with the Logistics Section.
 - Coordinates the disposal of residential and commercial solid wastes and debris.
- Mass Care Unit:
 - Determines public care needs and activates the appropriate elements of the mass care system and community shelter plan.
 - Coordinates with the American Red Cross (ARC) the transfer of mass care and shelter needs to the ARC as soon as their capabilities are fully activated.
 - Coordinates, locates, staffs, and equips relocation centers and emergency shelters as needed.
 - Coordinates activities supporting private disaster assistance and social service organizations in carrying out the mass care needs of the community.
 - Coordinates long-term individual and family disaster recovery programs in collaboration with the American Red Cross, other NPO's, and various governmental agencies.
 - Coordinates with the Disaster Recovery Group when activated.

Planning Section: The Planning Section collects, processes, analyzes, and disseminates information in the EOC. The EOC Manager will activate the Planning Section and Section Units as required by the incident. A Planning Section Chief will be designated to oversee coordination of the Section. The Situation Unit, Documentation Unit, and Damage Assessment Unit make up the Planning Section and may be activated, as the incident requires.

- Planning Section Chief: The Planning Section Chief is charged with collecting and documenting information, developing situation and status reports, anticipating future needs and prioritizing incidents. None of this can be accomplished until a general understanding or situational awareness of the incident is obtained. Planning has multiple functions. It is imperative that documentation of past, present, and future actions be completed. The tracking and recording of all requests for service and/or messages into the EOC is the first priority of the Planning Section. All messages will need to be logged on the EOC message log. Tasks:
 - Obtain a briefing from the EOC Manager.
 - Obtain the Planning Section vest from the EOC storage locker.

- Staff and supervise the Planning Section.
- Develop and file Sit Reps in the incident activation file and send copies to the county EOC. The first Sit-rep should be sent when the EOC is activated. Sit-reps should be filled out every 6-8 hours or as conditions change and for each identified operational period.
- Develop incident logs and forecasting.
- Establish an information gathering and organization system to meet the needs of the Incident.
- Coordinate the development of Incident Action Plans by Operational Period.
- Anticipate incident needs and prepare the EOC to stay ahead of the event.
- Produce, update, and send copies of incident maps to SOUTHSOUND911, Operations Units, and Dispatch.
- Produce and update status boards.
- Log all messages coming into the EOC.
- Provide reports to other sections and the county EOC.
- Produce the final report on the EOC activation.
- Situation Unit:
 - Provides the mechanism for the collection and analysis of information necessary for understanding the nature and scope of the emergency.
 - Predicts the probable course of events and prepares alternative strategies that direct operations.
 - Coordinates the collection and organization of incident status and situation intelligence.
 - Collects spot reports from the field as needed.
 - Assembles situation and spot reports and prepares required reports to be forwarded to the County.
 - Assists the Planning Section Chief in the preparation of the Incident Action Plan.
 - Makes use of field forces for the collection of essential information.
 - Uses photography, including still photos and videotape, for planning, briefing, and historical recording purposes.
- Documentation Unit:
 - Coordinates the maintenance of complete incident files as a part of the information management system.
 - Provides status display and internal communications in the EOC.
 - Establishes and maintains an incident chronology and master log.
 - Establishes and organizes incident files.
 - Prepares incident documentation for the Planning Section Chief when requested.
 - Provides for the collection of historical documentation, including audio and videotapes, photographs, and other historical records.
 - Provides for the filing and long-term storage of incident records in cooperation with the Administrative Services.
 - Assists with clerical and duplication services in the EOC.

- Damage Assessment Unit:
 - Collects information necessary to form a clear understanding of the nature and extent of damage to public and private property, and the estimated cost of repair or replacement. A local Declaration of Disaster may be based on the findings of the initial assessment.
 - Provides for an initial evaluation of damage through a Rapid Visual Assessment of public and private structures and facilities.
 - Carries out initial ATC-20 inspection of damaged structures. Public Works will assist Community Planning and Development with this process.
 - Prioritizes the inspection of critical facilities.
 - Coordinates detailed damage assessments, in cooperation with the appropriate local, state, and federal agencies and the American Red Cross.
 - Private Property Damage may include damage to:
 - Homes.
 - Mobile homes.
 - Farm homes.
 - Multiple family homes.
 - Businesses.
 - Agricultural losses including loss of crops, livestock, and farm facilities.
 - Public Property Damage is damage to property owned by local governments, non-profit organizations and tribes and may include damage to:
 - Non-federal road systems including the need for debris clearance.
 - Water and sewer systems.
 - Flood control systems.
 - Public buildings and equipment.
 - Public facilities under construction.
 - Private non-profit facilities for education, emergency, utility, medical, custodial care, etc.
 - Parks, public recreation facilities, etc.
 - Damage Assessment Phases:
 - Initial Local Assessment: Raw data collected by local Damage Assessment Teams to determine the location and extent of damage. Initial assessment includes rough estimates of dollar loss.
 - Joint Assessment: If initial assessment discloses that repair and recovery are possibly beyond local and state capability, joint local, state and federal assessments are conducted to obtain more definitive information.
 - Damage Assessment Methods: Damage Assessment Methods will be activated as soon as practical. Initial assessments should be obtained

within the first 12 to 24 hours of the disaster. Methods for assessment may include:

- Spot Reports: Information from emergency personnel on scene. Spot reports, by Operational Area, may be requested.
- Spontaneous reports: Information received from the public.
- Aerial Inspection: Use of aircraft for gross damage assessment, may include aerial photographs or videotape.
- Windshield Assessment: Rapid drive through to obtain initial information on the number of structures impacted.
- Detailed Survey: More detailed assessment of the damage areas identified in the Windshield Assessment. Some of this information may also be assembled through a telephone call-in system, or personal interviews at a drop-in center.

Logistics Section: The Logistics Section acquires the resources necessary for an effective response effort. The EOC Manager will activate the Logistics Section and Section Units as required by the incident. A Logistics Section Chief will be designated to oversee coordination of the Section and Section Units. The Food Unit, Supply Unit, Facilities Unit, and Human Resources Unit make up the Logistics Section and may be activated, as the incident requires.

- **Logistics Section Chief:** The Logistics Section Chief is charged with supporting the human and material needs of the city during any event that requires more resources than an individual department can provide. Human needs include but are not limited to Food, water, and rest arrangements for City employees deployed in the field or working in the EOC as well as replacement workers for all functions. Material needs can include but are not limited to response teams, tools, equipment, and supplies. Tasks:
 - Obtain a briefing from the EOC Manager.
 - Obtain the Logistics Section vest from the EOC storage locker.
 - Staff and supervise the section as dictated by the needs of the incident.
 - Recruit clerical support for the EOC. Two clerical persons will be needed immediately. Assign one to the EOC Manager.
 - Ensure that the entrance to the EOC is secured.
 - Set up additional EOC and front office phones as needed. Instructions are in the EOC security drawers.
 - Order food for the first expected meal break.
 - Establish and coordinate an incident support capability to ensure effective emergency resource acquisition and allocation. Phone books, catalogs, brochures, etc. may be useful for locating items. Coordinate any purchasing through the Finance and Administration Section.
 - Contribute to the Logistics portion of the Incident Action Plan.
 - Begin the process of securing food, water, rest arrangements, and shelter for city Employees assigned to respond to the event.
 - Develop processes for rotating EOC staff through 12-hour shifts.
- **Food Unit:**
 - Coordinates the acquisition and distribution of food supplies and provides for the purchase of essential food items from local merchants.

- Coordinates acquisition and distribution of potable water.
- Supports the Mass Care Unit by providing food supplies needed for feeding stations and public shelter facilities.
- Establishes food distribution centers.
- Establishes contact with local retail and wholesale food outlets to obtain voluntary controls on distribution of essential food stocks.
- Coordinates with the Public Information Officer in the development of instructions to the public regarding location of distribution centers.
- Supply Unit:
 - Coordinates the acquisition of equipment and supplies requested by the incident staff.
 - Provides for the reception, storage, accountability, and distribution of ordered supplies and material.
 - Maintains an inventory of supplies.
 - Coordinates purchasing with the Finance and Administration Section and assures that all orders are supported by Purchase Orders issued by the Finance and Administration Section.
 - Provides for the coordination of service or repair of non-expendable supplies and equipment.
 - Coordinates transportation resources.
 - Coordinates with Pierce County Emergency Management for use of Intercity Transit and school busses in support of transportation needs.
 - Coordinates allocation of fuel resources.
- Facilities Unit:
 - Coordinates the establishment of incident facilities as required, including public shelter facilities, material staging and warehousing, emergency relocation centers, disaster victim processing facilities, etc.
 - Provides for the continuing maintenance and operation of incident facilities until demobilized by Incident Command.
- Human Resources Unit:
 - Coordinates the acquisition, registration, assignment, and management of spontaneous volunteers.
 - Establishes a volunteer management center and augments staff with qualified volunteers.
 - Establishes a receiving and processing capability for donated goods in cooperation with the Supply Unit.
 - Coordinates with Pierce County Emergency Management in the joint establishment of a donated goods facility as needed.
 - Establishes a pool of skilled personnel provided by business, labor organizations, or other sources.
 - Coordinates with the Human Resources Section for the placement of City personnel not otherwise assigned in the emergency plan.
 - Coordinates with the Human Resources Section for the temporary emergency hire of personnel to meet emergency needs.

Finance and Administration Section: The Finance and Administration Section provides for the development and monitoring of responsible fiscal policies and procedures during times of emergency. This section also coordinates disaster cost recovery where possible and ensures compliance with state and federal requirements for disaster relief for our citizens. The EOC Manager will activate a Finance and Administration Section as required by the incident. A Finance and Administration Section Chief will be designated to oversee coordination of the activities of this Section.

- Administrative Procedures: Normal administrative procedures and practices of city government will be followed to the maximum extent possible. The City Administrator may amend, reduce, or suspend certain administrative and fiscal procedures to provide for efficient emergency response and recovery. This may include temporary reassignment of personnel, extension, or modification of working hours, or other measures necessary to provide full response of city resources to the emergency.
- Coordination of Expenditures:
 - Emergency Expenditures: Provisions for emergency/disaster expenditures are not normally included in the budgeting process. Disasters may occur, requiring substantial and necessary unanticipated expenditures. Such obligations and expenditures will be made under the provisions of the appropriate state statutes. Disaster expenditures will be incurred with currently appropriated city funds to the extent possible. The City Council and the City Administrator will be responsible for identifying other sources of funds to meet disaster related expenses if city budgets are exceeded.
 - Purchasing & Coordination with the Logistics Section: The actual acquisition of supplies, equipment, and material in support of the emergency response will be carded out by the appropriate Unit of the Logistics Section.
 - Purchasing will be streamlined by the adoption of automatic authorization for purchase or rental of certain items by the Logistics Section in time of emergency. That policy may include purchase price thresholds, pre-issued purchase order numbers, or other procedures that provide for expedient purchasing while maintaining essential fiscal control.
 - Financial Records: The city will establish procedures for keeping records necessary to separately identify incident related expenditures and obligations. Such records are necessary in order to substantiate the extent of commitment of local government resources, to document requests for outside assistance, and for possible reimbursement of other financial assistance under a Presidential Proclamation of Disaster. Detailed records will be kept from the onset of the emergency which include:
 - Work performed by force account (city employees), including appropriate extracts from payrolls; equipment used on the job and associated costs; invoices, warrants, and checks issued and paid for materials and supplies used on the job.
 - Work performed by contract, including copies of requests for bid, if any; the contract, which is let; invoices submitted by the contractor; warrants authorizing check issuance; and checks issued in payment.

- Any other incident related expenditures associated with response to the incident.
 - Mutual Aid Resources: Mutual aid agreements between political jurisdictions, as well as with private sector groups, will be developed whenever possible. Such agreements will define liability, and detail funding and cost arrangements. Where mutual aid agreements do not exist, or other agreements or understandings do not apply, it must be assumed that the City of Orting accepts full responsibility for the cost of requested resources.
- Essential Records: The Director of Administrative Services will coordinate identification of essential records and establish procedures under the guidance of the state law for preservation of vital records in the event of a major emergency. In addition, each department shall detail the records deemed essential for continuing government functions under emergency conditions. That list should include the location and method of retrieval of those records identified. Provisions shall also be made for access to records required for emergency operations, including utility system maps, location of emergency supplies and equipment emergency plans and procedures, personnel rosters, etc. Provisions should be made for the recovery of certain vital records in the event of damage to automated records systems.
- City Business Resumption Plan (future project): Certain city business processes, if not performed, may directly result in lost revenue, significant increased operational costs, costly legal challenges, or safety and health issues not directly related to the disaster incident. A City Business Resumption Plan should be prepared to assist in sustaining or restoring critical functions and business as usual. Until this specific plan is completed, Orting will utilize the EPIC Continuity of Operations/Continuity of Government (COOP/COG) as the city resumption plan. These factors may be used to identify vital city services, and develop strategies for recovery:
 - How will the service interruption impact city customers?
 - How long can the process or service be interrupted before the consequences severely impact business?
 - Do other departments or agencies provide materials, services, or information that would seriously affect the service if not provided on schedule?
 - What resources including personnel are needed to sustain the process or service? Will they be immediately available during or immediately after the emergency? Does the service require specialized personnel? Can temporary workers be hired to perform the service effectively?
 - What system documentation is available? Can services be provided manually for a short period of time?
 - What kind of support is required, including electrical power, water, computer support, transportation, public access facilities, etc.?
- Emergency Worker Compensation: Liability Coverage for Emergency Workers: Certain liability coverage is available under RCW 38.52 for emergency workers involved in the protection of life and property during an emergency under the provisions of this plan. Coverage will be activated by the assignment of a mission number by the State Emergency Operations Center, and the proper registration of emergency workers through the volunteer management system. Volunteer emergency workers will be utilized only as specified by state law, WAC 118-04.

Workers will be registered as required, to include name, date of birth, address, the purpose for which they were utilized, and the appropriate dates and times.

- Finance and Administration Section Chief: The Finance and Administration Section Chief is charged with a variety of functions. These include, contacting City officials and elected members through the Liaison Officer if available, coordinating technical support for the EOC, and managing the documentation of costs during and after an event. Tasks:
 - Obtain a briefing from the EOC Manager.
 - Obtain the Finance and Administration vest from the EOC storage locker.
 - Staff and supervise the required elements of the Section and assume the duties of the Section as appropriate should full activation not be required.
 - Establish a fiscal control capability.
 - Provide input in planning on all financial and cost analysis matters.
 - Ensure that the mission number, designated by the EOC Manager, FEMA number, and the event project number are posted and being used.
 - Ensure on-going contact and information dissemination to the City Administrator and City Council occurs. Remember to stress what information is public and what is not yet being released.
 - Contact Legal to be available for declarations of emergency or disaster. Drafts are kept in the section book.
 - Ensure all Sections are using ICS 214, Unit Logs.
 - Consider raising credit card limits for EOC cardholders.
 - Support the EOC manager in process type decisions such as when to declare a disaster or emergency or when to seat the policy group.
 - Be ready to consult with the City Attorney as needed on legal matters.
- Procurement Unit: Administrative Services will staff this Unit. The Logistics Section is responsible for acquiring required resources. However, the Procurement Unit provides financial monitoring for those transactions and facilitates the general process. The Procurement Unit:
 - Provides for allocation of city financial resources in support of the needs of the incident.
 - Establishes and administers a Purchase Order system to control expenditures in coordination with the Logistics Section.
 - Maintains records of financial obligations relating to the incident.
 - Coordinate all contractual matters regarding vendor contracts and rental agreements and ensures that all obligation documents are properly prepared and executed.
- Cost Tracking Unit: Staffed by Administrative Services. The Cost Unit:
 - Provides for the real time tracking of all expenditures, obligations, and costs incurred relative to the incident.
 - Establishes a method of collecting the data needed to track costs. All departments will cooperate by maintaining those records necessary to accomplish cost analysis responsibilities.
- Telecommunications Unit: Staffed by Administrative Services augmented where necessary by other departments. The Telecommunications Unit:

- Provides personnel to the EOC to assist with telecommunications.
- Provides for duplication services in the EOC.
- Information Services Unit: Staffed by Administrative Services augmented where necessary by other departments. The Information Services Unit:
 - Provides clerical support to the EOC, to include log keepers, data input services including EIS and other computer aided data collection efforts, and other clerical services as required.
 - Provides for duplication services in the EOC.
- Employee Welfare Unit: Staffed by Human Resources or as assigned when needed. The East Pierce County Peer Support Group, comprised of law enforcement officers, may also be requested. The Employee Welfare Unit:
 - Provides for the monitoring of employee home and family needs to determine if they were impacted by the emergency.
 - Provides a childcare system for employee families as needed.
 - Coordinates employee disaster relief as needed.
 - Coordinates Post Traumatic Stress debriefings for employees and their families.
 - Coordinates workplace disaster safety surveys and modifications.
 - Coordinates all Workman Compensation claims and other issues relating to the incident, including injuries and illnesses.
 - Identifies potentially unsafe acts.
 - Identifies corrective actions and ensure implementation. Coordinates corrective action with Command.
 - Ensures adequate sanitation and safety in food preparation.
 - Initiates, maintains, and ensures completeness of documentation needed to support claims for injury and property damage.
 - Injury information should be kept on contracted personnel formally assigned to the incident, as well as paid employees and mutual aid personnel.

Prevention and Mitigation

Promote safety and prevention programs.

Preparedness

- Develop and maintain the City CEMP.
- Coordinate and maintain a method of identifying available resources.
- Provide preparedness activities including plans, procedures, training, drills, exercises, etc.

Response

- Coordinate the City's emergency response with federal, tribal, public, and private organizations.
- Communicate and coordinate with local jurisdiction and tribal government EOCs to monitor the situation, gather essential elements of information, and identify jurisdictional and tribal needs and requirements.
- Staff the EOC as dictated by the emergency or disaster and the resource needs.

- Develop EOC Action Plans, as required.

Recovery

- Deploy appropriate resources as needed in support of recovery operations.
- Coordinate with state agency, local jurisdiction and tribal government officials on short-term and long-term recovery planning and operations.
- Develop EOC Action Plans and SITREPs as appropriate.
- Distribute recovery information, plans and reports to EOC staff.
- Recommend the activation of the Recovery Task Force (RTF).
- Conduct after-action critique of the overall response and recovery efforts and recommend operational, procedural, or statutory changes to improve future efforts.

Responsibilities

All City Departments:

- Establish Incident Command Systems sections as instructed by the EOC Manager.
- Establish appropriate Units as required by the nature and scope of the emergency.
- Develop procedures that detail the departments expected role in emergency response.

Pierce County Emergency Management:

Provides support to the City of Orting in all aspects of emergency response and recovery.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

Hazardous Materials

Introduction

For hazardous materials incidents within Orting, the city EOC will be used, with Central Pierce Fire & Rescue staff participating at both the incident scene and at the EOC.

Purpose

To define local responsibilities for hazardous material incident response and management.

Scope

Preparation for and response to incidents in the city involving hazardous substances, including radioactive materials.

Policies

1. Federal law, specifically the Emergency Planning and Community Right-to-know Act, defines how communities will prepare for and respond to incidents involving the release of certain hazardous

substances. This plan is consistent with the requirements of the law.

2. The Local Emergency Planning Committee (LEPC) has established a hazardous materials emergency response plan in accordance with federal and state law. That plan is included herein by reference.
3. The Washington State Patrol has been designated as the Incident Command Agency for hazardous materials incidents that impact state and interstate highways.

Situation

Emergency/Disaster Conditions and Hazards

The manufacture, transportation, storage, and use of a wide range of hazardous materials in our community pose a threat to life and the environment in the event of an uncontrolled release. Accidents involving rail, waterway and highway transportation of chemicals may occur. An initial disaster, like an earthquake, may result in numerous secondary events such as ruptured or overturned storage tanks, ruptured lines or explosions caused by spilled material.

Planning Assumptions

- The Fire Department will most likely be the initial responding agency. Fire Department plans and procedures should be developed to define how hazardous materials incidents will be managed and how emergency resources will be mobilized as well as the methods for notifying WSP when appropriate.
- In major events where multiple hazardous materials incidents exist, the Fire Department may have to proceed as the hazardous materials response agency without the assistance or direction of the Washington State Patrol.

Concept of Operations

General

- A hazardous materials incident will be reported to emergency authorities by the spiller, bystanders, or others becoming aware of a dangerous situation. Most reports will be made to SouthSound 911 (SOUTHSOUND911).
- SOUTHSOUND911 has internal procedures for notification of the appropriate emergency response agencies. The Fire Department is the initial response agency for hazardous materials in the city.
- Initial protective actions will be taken by the Fire Department as required by the nature and scope of the incident. In larger incidents, the EOC may be activated in support of on-scene command.
- WSP will be notified and will assume Incident Command at the scene according to standing orders.
- Incident command will determine the appropriate method for handling the incident, including protective measures, personnel safety, cleanup, etc.

Organization

The designated incident command agency will determine the appropriate response organization for handling a hazardous materials (HAZMAT) incident.

Procedures

- The internal procedures for each response agency will identify how they will respond to a HAZMAT incident.
- Site-specific incidents will be coordinated on-scene. The city EOC may be activated for multiple simultaneous incidents.
- The provisions of the Pierce County Hazardous Materials Emergency Response Plan developed and maintained by the Local Emergency Planning Committee, will identify the overall direction, control, and coordination elements of hazardous materials incident response and recovery.

Prevention and Mitigation

- Conduct inspections of facilities where hazardous materials are generated, used, stored, disposed of, or destroyed.
- Manage city-owned aquatic lands and associated habitat to reduce or eliminate the effects of hazardous materials.
- Manage biological, cultural, and natural and structural resources to reduce or eliminate the effects of hazardous materials.

Preparedness

- Develop guidance and emergency procedures for operations.
- Develop and conduct hazardous materials exercises.
- Develop and conduct hazardous materials training for all emergency responders.
- Participate in other local, state, and federal hazardous materials exercises.

Response

- Provide 24-hour response to hazardous material, oil spill, or other release incidents.
- Make emergency notifications.
- Determine the source and course of the incident.
- Identify the responsible party for a hazardous material, oil spill, or release incident.
- Assume responsibility for incident management and cleanup if the responsible party is unavailable, unresponsive, or unidentified.
- Ensure that source control, containment, cleanup, and disposal are accomplished.
- Assist in monitoring and ensuring the safety of first responders and other personnel.
- Initiate enforcement actions, as appropriate.
- Coordinate spill response with other state and federal agencies, and local jurisdictions.
- Establish a JIC with involved agencies and the responsible party to provide current and accurate information to the community.
- Make on-site inspections of hazardous materials, oil spill, or other releases.

Recovery

- Review response procedures following an incident.
- Coordinate the preparation of an after-action report where appropriate for oil and hazardous materials incidents.
- Recommend and oversee long-term remedial actions.
- Follow-up on enforcement actions.

Responsibilities

Washington State Patrol

- Acts as designated Incident Command Agency for hazardous materials, or unified Command with local resources.
- Assumes overall direction and control responsibility according to state law.
- Determines the best method of handling the incident, requests outside resources as needed.
- Coordinates with other state agencies, including the Department of Ecology, regarding response and recovery.

Fire Department

- Acts as initial response agency for hazardous materials.
- Identifies the hazard if possible and determines the appropriate initial response methods to mitigate the immediate threat to life and property.
- Confirms notification of the designated incident command agency.
- Confirms notification of the appropriate state agencies.

Mutual aid fire departments and districts

Provides mutual aid support to the Fire Department or the incident command agency as requested.

Police Department

- Traffic and perimeter control at the scene.
- Assists with identification of the hazardous material.
- Coordinates actions with the LEPC.

Washington State Department of Ecology

- Acts as lead agency for spill cleanup.
- Provides technical information on containment, cleanup, and disposal.
- Assists with laboratory analysis and evidence collection for enforcement action.
- Serves as the state on-scene coordinator under the National Contingency Plan for spills impacting the waterways.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

- Refer to the Fire Department's emergency response processes.
- City of Orting Emergency Response Plan

Legal

Summary

The Legal Department consists of a contracted general counsel. Legal will work in the Policy group providing legal documents and opinions.

Core Capabilities

The following core capabilities align with the responsibilities of the Legal Department:

All Phases

Planning

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of the Legal Department:

- ESF-5: Emergency Management (Supporting)
- ESF-14: Long Term Community Recovery (Supporting)

Municipal Court

Summary

The Municipal Court consists of court services, probation services, and community court. Orting's prosecutor and public defender are contracted employees.

Core Capabilities

The following core capabilities align with the responsibilities of the Municipal Court:

Response

- Provide extraordinary arraignment services when necessary.
- Provide translation services as requested.

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of the municipal court:

- ESF-5: Emergency Management (Supporting)
- ESF-14: Long Term Community Recovery (Supporting)

Activities, Events, and Parks

Summary

Activities, Events, and Parks provides services for community engagement services for all ages, typically in Orting’s parks. The park facilities, however, are maintained through Public Works. Due to the number of personnel assigned the Activities, Events, and Parks, additional staff will need to be assigned to these functions, whether from internal or external sources.

Core Capabilities

The following core capabilities align with the responsibilities of Activities, Events, and Parks:

All Phases

Operation Coordination

Mitigation

Community resilience

Response

- Logistics and Supply Chain Management
- Mass Care Services

Recovery

- Housing
- Natural and Cultural Resources

Emergency Support Functions

The city doesn’t use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of Activities, Events, and Parks:

- ESF-3: Public Works and Engineering (supporting)
- ESF-5: Emergency Management (Supporting)
- ESF-6: Mass Care, Emergency Assistance, Housing, and Human Services
- ESF-7: Logistics Management and Resource Support
- ESF-14: Long Term Community Recovery (Supporting)

Mass Care

Introduction

Purpose

Coordinate mass care and sheltering efforts for the population following a major emergency or disaster. Coordinate Service, Cooling, and Warming Centers during severe weather events or following a disaster or emergency. Due to the high need of staff to assist with Mass Care, additional personnel will be requested from neighboring agencies for assistance.

Scope

- Address sheltering needs for persons unable to provide for themselves, and define coordination

of shelters, feeding stations, and other special services to persons in need following an emergency.

- The management, safe handling, and distribution of food stocks, water, and donated goods for the needs in the city of Orting during a major emergency or disaster to be coordinated with Pierce County, and NGO's.

Policies

- The needs of the impacted population will be met whenever possible with combined public and private resources, including city personnel and facilities where appropriate, private disaster relief agencies, churches, civic and fraternal organizations, non-profit charitable organizations, and any other appropriate service or facility.
- Mass care services will be provided without regard for race, color, religion, national origin, age, sex, financial status, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability.

Situation

Emergency/Disaster Conditions and Hazards

- Disaster conditions may be of such severity as to prevent the habitability of homes, damage essential services such as water and power, disrupt the distribution of food, and significantly stress local emergency aid.
- Food and water sources as well as other essential supplies may be exhausted or compromised, requiring special procedures for acquiring additional resources.

Planning Assumptions

- Mass care will normally be carried out during and immediately after an emergency or disaster until individual services can be provided.
- Not all persons evacuated from their homes will need shelter and support. Sheltering with family members, the use of recreational vehicles, and other expedient and self-sufficient means may reduce the overall load on public shelter capabilities.
- Under emergency/disaster conditions the American Red Cross is the primary agencies that have the ability to coordinate feeding.
- The EOC will work with all community, humanitarian, and social service organizations on the coordination of this activity.
- The distribution of food, water, and donated goods needs to be a community wide effort to include City of Orting and Pierce County government.
- Distribution of food, water, and donated goods will tax government, humanitarian, and social service agencies.
- Water supplies may be severely impacted both during flooding, severe winter storms, due to frozen then ruptured pipes, and earthquakes because of total disruption, cracks, pipeline failures, etc.
- Most water purveyors are not prepared to deal with severely impacted water systems after a major emergency/disaster.

Concept of Operations

General

- Mass care provides for the immediate survival needs of disaster victims through group services and facilities coordinated by the Department of Activities, Events, and Parks.
- The American Red Cross (ARC) is the primary resource for opening and operating public shelters. Where possible, the ARC will assist in the acquisition and coordination of additional private sector relief resources.
- When the incident impacts more than one jurisdiction, coordination with the American Red Cross will be through the Pierce County EOC.
- Emergency Management will coordinate with local agencies, churches, institutions, commercial facilities, volunteer organizations, and appropriate purveyors for the management of food, water, and donated goods.
- External resources may be requested and assigned to operate the Mass Care leadership position.

Organization

- Incident Command may establish a Mass Care Unit for coordination of emergency sheltering and feeding.
- An American Red Cross or other representative may be requested to assist the Mass Care Unit in coordination of private sector care resources.

Procedures

1. Mass Care Centers: In order to provide for the rapid care of dislocated persons, mass care centers will be identified by the Mass Care Unit as quickly as possible. The purpose of these centers is to provide immediate relief for emergency personnel by meeting the needs of displaced disaster victims. Disaster victims will be assisted in one of the following ways:
 - a. No Shelter Needed/Will Seek Shelter Elsewhere: Disaster victim check-in will be encouraged at mass care centers. Collected information including names, address, destination, and other details will be forwarded to the Disaster Welfare Information Center.
 - b. Shelter Needed/No Alternative Resource: Processed and sheltered or routed to a special needs shelter facility.
 - c. Feeding Only: Provisions will be made for feeding stations in or near the impact area that allow for drop-ins.
2. Post Incident Disaster Assistance Centers: The Emergency Management Coordinator will assist in the location, staffing and supervision of Disaster Assistance Centers as needed following a disaster. All individual assistance programs, public and private, will be accessible at the local level through the Disaster Assistance Centers.
3. Service Centers: Service, Cooling, and Warming Centers may be made available during severe weather events or following a disaster or emergency.
 - a. Police support may be necessary to maintain a secure, safe, and peaceful facility.
 - b. Drinking water and cups will be made available at the facility.
 - c. Food needs will have to be provided and managed by another agency and must meet

health department regulations.

4. Disaster Assistance to Individuals: Certain assistance may be available on a limited basis through local volunteer and disaster service organizations, e.g., American Red Cross, Salvation Army, Tacoma Pierce County Health Department, without a local, state, or federal declaration/proclamation of disaster. Services may include:
 - a. Distribution of food supplies.
 - b. Distribution of clothing, bedding, and personal comfort items.
 - c. Establishment of temporary feeding stations.
 - d. Public shelter or temporary housing.
 - e. Limited nursing services for seniors and persons with disabilities.
5. Coordination with the American Red Cross (ARC): The Northwest Region Chapter of the American Red Cross will establish central direction and control of ARC resources. Depending upon the level of involvement by ARC in disaster response and recovery in the city of Orting, a direct liaison for ARC may be established at the EOC to ensure close coordination and cooperation.
6. Coordinate and support existing homeless sheltering resources in downtown Orting by helping ensure the shelters are open.
7. State and Federal Disaster Relief and Individual Assistance Programs: In the event of an emergency or disaster proclamation by the President of the United States, certain federal disaster assistance programs will be available to the impacted population. The State Emergency Operations Center and the Federal Emergency Management Agency coordinate disaster assistance to individuals, upon proclamation of a disaster. In addition, certain aid is available from private disaster assistance and social service agencies.
8. Community Mental Health Services: The Emergency Management Coordinator will coordinate with Pierce County Emergency Management in the carrying out of post incident community mental health services and religious affairs. A region wide inventory of qualified mental health professionals should be established for this purpose. Services may include information and referral, spiritual guidance services, and critical incident stress debriefing.
9. Disaster Welfare Information (DWI) System: American Red Cross has plans to establish and maintain a system of disaster victim registration in order to provide for a central clearinghouse of information on persons impacted by disaster. A single official register will be kept which lists the information available on known injuries, the status of relocated persons, and other information essential for response to welfare inquiries. The DWI system will not include a confirmed casualty list. Information available through the DWI System will include:
 - a. Information about persons injured as provided by local hospitals.
 - b. Information on casualties evacuated to hospitals outside of the disaster area as provided.
 - c. Status of individuals living in the disaster area obtained through shelter registration or a community-wide DWI registration process.
10. Casualty List: A single casualty list of known confirmed dead will be maintained by the Pierce County Medical Examiner and will be accessible through Pierce County Emergency Management when activated. The category "missing" will not be used. Fatality lists will not be transmitted by radio to prevent accidental monitoring by unauthorized persons. The Pierce County Medical Examiner will determine the appropriate means of dissemination of information on deceased persons.
11. Release of Information: American Red Cross procedures for the release of information on disaster victims will be observed. Confidentiality of information provisions will be observed. Only

information cleared for release will be included in the DWI system.

12. Provisions for Special Populations: A Special Populations Coordinator position may be established within the Mass Care Unit to ensure that the needs of the elderly, children, persons with disabilities, and non-English speaking persons are met to the extent possible. The Special Populations Coordinator should:
 - a. Identify the special population needs.
 - b. Coordinate with existing social service and disaster assistance/relief organizations to make sure needs are being addressed.
 - c. Coordinate with local utilities to identify special needs of people who depend on utilities for life support.
 - d. Establish a capability at the Disaster Assistance Center to provide support in understanding information and government regulations, completing forms, and obtaining the necessary relief.
 - e. The Pierce County Functional Assessment Service Team (FAST) should be requested when a shelter is activated.
13. Evacuation and Sheltering of Pets: The City of Orting will coordinate the evacuation and sheltering of pets. Orting contracts with Pierce County Animal Control for animal services.
 - a. Food:
 - The cooperation of the commercial food sector is essential to execute emergency plans for allocation of food resources to meet emergency demands.
 - The EOC will attempt to coordinate city food resources.
 - Emergency food stocks will be purchased or procured under the provisions of RCW 38.52.070.
 - Coordination of food stocks may be made in cooperation with the Pierce County Food Bank.
 - b. Water:
 - Orting receives its water from a multitude of systems. Orting's primary drinking water source is local springs and wells.
 - The EOC will coordinate city water resources.
 - Following an earthquake, water may be evaluated for contamination.

Prevention and Mitigation

- Refer to City hazard mitigation plans. The Emergency Management Coordinator or a designee with assistance from the Director of the Department of Building/Planning or a designee are responsible for hazard mitigation planning and coordination.
- Protect potable water supplies including the use of fencing and surveillance of reservoirs and wellheads as well as treatment and testing of water supplies before entering pipeline delivery systems.

Preparedness

- Share information and lessons learned, develop processes and plans, coordinate response activities, and conduct annual exercises with regional partners.
- Refer to individual water utilities, food producers and distributors, health, and agricultural organizations, etc. for plans.

Response

- Track the status of all mass care activities in the city.
- Submit, monitor, and coordinate resource requests for mass feeding and sheltering.
- Coordinate the activities of those local agencies charged in local plans for the provision of food, water, and donated goods.
- Inform assigned agencies of the need to coordinate food, water, and donated goods.

Recovery

- Support the transition to recovery activities, as required.
- Follow appropriate policies and procedures in completing required documentation to justify emergency services, purchases, or expenditures.
- Revise procedures based on lessons learned from the emergency or disaster.
- Demobilize resources when appropriate.

Responsibilities

Department of Activities, Events, and Parks

Responsible for providing for direct services to the individuals impacted by a disaster, including feeding, temporary shelter, disaster victim registration, and disaster relief to individuals and businesses. Staffs the Mass Care Unit, in cooperation with the American Red Cross, to ensure the immediate comfort and care of the victims of disaster. The Mass Care Unit will:

- Determine public care needs and activate the appropriate elements of the mass care system and community shelter plan.
- Coordinate with the American Red Cross the transfer of mass care and shelter needs to the ARC as soon as their capabilities are fully activated.
- Coordinate, locate, staff, and equip relocation centers and emergency shelters as needed.
- Coordinate activities supporting private disaster assistance and social service organizations in carrying out the mass care needs of the community.
- Coordinate long term individual and family disaster recovery programs in collaboration with the American Red Cross and various governmental agencies.
- Coordinate with the Orting Recovery Café to support the community.
- Coordinate with the Disaster Recovery Group when activated.

American Red Cross

- Provides disaster victims with food, clothing, shelter, first aid, and supplementary medical/nursing care as well as other urgent needs.
- Opens shelters and feeding stations upon request.
- Maintains agreements with facility owners and operators for their emergency use as shelters.
- Coordinates their activities through the Pierce County ECC when activated for a multi-jurisdictional incident.

Salvation Army

Provides personnel, facilities, and services to assist the Department of Activities, Events, and Parks in meeting emergency care needs.

Emergency Management Division

- Coordinates the activities of those local agencies charged in local plans for the provision of food, water, and donated goods.
- Informs assigned agencies of the need to coordinate food, water, and donated goods.
- Coordinates and maintains a liaison with private providers of mass care resources and services.
- Coordinates with all appropriate departments/agencies to ensure operational readiness.
- Maintains an operational EOC and emergency operating procedures.
- Coordinates with State Emergency Management in the development of local programs that will manage the logistics of food, water, and donated goods.

Orting Food Bank

- Coordinates distribution of unsolicited goods.
- Coordinates with the Volunteer Center for additional staffing needs.
- Provides emergency food to individuals and organizations.
- Maintains a resource listing of city and countywide food bank facilities and their equipment, supplies, and facilities and their availability.

Salvation Army

- Provides mobile canteen services.
- Provides emergency feeding services.
- Collects and distributes food, clothing, and other supplies.
- Maintains a resource listing of equipment, supplies, and facilities and their availability.

Transportation

When citizens without transportation need to get to the mass care shelter, the following partners may be contacted for assistance:

- Pierce Transit
- Orting School District
- WA Soldiers Home

CERT (Community Emergency Response Team)

- Assist with shelter operations (will be requested from neighboring jurisdictions)

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

City of Orting Emergency Response Plan

Logistics

Introduction

Purpose

Provide for the effective use, prioritization, and conservation of available resources. Define how supply, equipment, services, and facilities will be provided in support of the incident; and how food and water resources will be coordinated. Define the methods for utilizing military support and civil authorities, when appropriate to augment local efforts.

Scope

Coordination of provision of resources to City organizations including location, procurement, warehousing, distribution, and accountability of material, services, and personnel.

Policies

Disaster Response and Recovery Resources

The personnel, services, equipment, supplies, and facilities of the city are the primary resources available for emergency response and recovery. All departments will make full use of their available internal resources. Supplies and equipment will be provided from current city resources or, if necessary, from commercial sources, emergency supplies will not be stockpiled.

Logistics Support

Additional support, intended to augment existing capabilities, can be obtained through the Logistics Section when activated. Upon formal declaration of emergency by the City Council, the City Administrator may authorize the procurement of additional supplies and equipment needed to meet the critical needs of the community.

Control of Local Private Resources

A free-market system will be used whenever possible in the acquisition of essential material. The administration of certain economic stabilization measures may be required to ensure equitable distribution of emergency resources. This may include rationing of food, petroleum, and other essential items, or the stabilization of prices, rents, and other necessary actions. All economic stabilization measures will be enacted by Ordinance. Prioritization of the distribution of essential resources will progress as follows:

- **Unlimited Access:** Routine point of sale distribution through existing local wholesale and retail outlets.
- **Voluntary Limitations:** Enacted by local merchants on a voluntary basis as requested by Emergency Management. Requests for voluntary limitations will be made by official action of the City Council.
- **Mandatory Limitations:** Imposed on local merchants by Ordinance; includes priorities of allocation, production directives, conservation measures, rationing, anti--hoarding, and construction regulations.
- **Seizure of Essential Goods:** Accomplished under the emergency powers activated by a Governor's proclamation of a state of emergency.

Coordination with Pierce County

Because of the multi-jurisdictional impact of controls on private resources, coordination with the Pierce is essential. Every effort will be made to ensure that controls imposed by all jurisdictions in the region are consistent. Regional coordination of emergency resource conservation measures will be the responsibility of Pierce County Emergency Management.

Situation

Emergency/Disaster Conditions and Hazards

Emergency conditions may be of such severity as to exhaust the resources under the control of City departments, and require special procedures for acquiring additional material, services, and personnel. Weather conditions, damage to transportation routes, damaged equipment, or other factors may inhibit the use of local equipment and supplies.

Planning Assumptions

- Resources beyond the capacity of City departments will be coordinated through the EOC.
- Requests for resource support will be handled on a case-by-case basis and allocation will depend on availability, means of delivery, and fiscal status.
- Procedures will be in place to pay for certain essential supplies and equipment. Procurement, where financial obligations are required, will be coordinated with the Finance Section.

Concept of Operations

General:

- Logistics and Emergency Resource Allocation: Policies and procedures will be adopted which provide for the effective utilization and conservation of vital local resources.
- The Logistics Section Chief, when activated by the EOC Manager/Incident Commander, shall have the responsibility for coordination of resource acquisition and allocation.
- The Mayor may invoke controls on resources and establish resource allocation priorities during a state of emergency as stipulated in the emergency proclamation or subsequent submittals.
- Resource allocation policies envision the continued operation of a free-market economy and existing distribution systems to the extent possible. Voluntary controls are the preferred method of resource management.
- Where necessary, under a declaration of emergency, the City Council may consider adoption of an emergency ordinance invoking mandatory controls on local resources on a temporary basis.
- During the preparedness phase, the Emergency Management Coordinator will identify local industries and other public and private resources that may be needed in a disaster.
- Volunteer Organizations: The Human Resources Section will make use, of schools, churches, and existing volunteer organizations as a volunteer base, and coordinate with Pierce County Emergency Management, for use of volunteer groups under their direction. Volunteer organizations may include:
 - Amateur radio HAM organizations: communications support.
 - Salvation Army: supports the American Red Cross in disaster victim care and assistance.

- Local CERT team members.
- American Red Cross volunteers: accessed through the ARC headquarters, volunteer section.
- Military Support to Civil Government: Requests for military assistance will be made through the State Emergency Operations Center. Military assistance supplements local resources.
- Types of Military Assistance Available: When made available by the Governor or other authority, military assets will be attached to the appropriate, requesting functional unit. The Liaison Officer will act as the primary contact to ensure the appropriate use of military resources. The capability of military resources includes, but are not necessarily limited to:
 - Assistance with mass feeding.
 - Civil disturbance operations/area security patrol.
 - Roadblocks and traffic control.
 - Limited military engineering.
 - Mobile and fixed communications support.
 - Delivery of critical supplies and equipment.
 - Emergency evacuation/transportation by land, sea, and air.
 - Limited emergency electrical power.
 - Limited emergency medical aid.
 - Limited potable water.
 - Aerial reconnaissance/damage assessment.
 - Search and rescue.
- Assistance Available from the Civil Air Patrol (CAP): CAP resources will be coordinated through Pierce County Emergency Management. CAP assistance includes, but is not limited to:
 - Courier and messenger services.
 - Aerial surveillance.
 - Light transportation flights for emergency personnel and supplies.
 - Aerial photographic and reconnaissance flights.
 - Communications support.
 - Search and rescue.

Organization

- The EOC Manager may activate a Logistics Section as required by the incident. A Logistics Section Chief will be designated to oversee coordination of the activities of the Section.
- Organization of the Logistics Section: The Functional Units may be established as need. The following units are regularly established during an incident:
 - Supply Unit.
 - Facilities Unit.
 - Food Unit.
 - Human Resources Unit.
- Emergency Assistance from Local Religious Groups: The Department of Activities, Events, and Parks or the Human Resources section will be the appropriate contact point for services and assistance offered by local religious organizations.

Procedures

- Logistics Section Chief:
 - Staff and supervise the organizational elements of the Section as dictated by the needs of the incident.
 - Establish and coordinate an incident support capability to ensure effective emergency resource acquisition and allocation.
 - Contribute to the Logistics portion of the Incident Action Plan.
- Supply Unit:
 - Coordinate the acquisition of equipment and supplies requested by the incident staff.
 - Provide for the reception, storage, accountability, and distribution of ordered supplies and material.
 - Maintain an inventory of supplies.
 - Coordinate purchasing with the Finance and Administration Section. Assure that all orders are supported by Purchase Orders issued by the Finance and Administration Section.
 - Provide for coordination of service or repair of non-expendable supplies and equipment.
 - Coordinate transportation resources. Coordinate with Pierce County Emergency Management as needed for use of Pierce Transit, WA Soldiers Home, and Orting School District busses in support of regional transportation needs.
 - Coordinate allocation of fuel resources.
- Facilities Unit:
 - Coordinate the establishment of incident facilities as required, including expedient public shelter facilities, material staging and warehousing, emergency relocation centers, disaster victim processing facilities, etc.
 - Provide for the continuing maintenance and operation of incident facilities until demobilized by Incident Command.
- Food Unit:
 - Coordinate the acquisition and distribution of food supplies. Provide for the purchase of essential food items from local merchants.
 - Coordinate acquisition and distribution of potable water.
 - Coordinate with the Mass Care Unit by providing food supplies needed for feeding stations and public shelter facilities.
 - Establish food stocks distribution centers.
- Emergency Feeding Stations: The American Red Cross (ARC) or other agency is tasked with establishing emergency feeding capabilities. ARC maintains active contracts with local stores and restaurants in order to provide emergency food.
- Human Resources Unit:
 - Coordinate the acquisition, registration, assignment, and management of spontaneous volunteers.
 - Establish a volunteer management center. Augment staff with qualified volunteers.
 - In cooperation with the Supply Unit, establish a receiving and processing capability for donated goods. Coordinate with Pierce County Emergency Management in the joint establishment of a donated goods facility as needed.

- Establish a pool of skilled personnel provided by business, labor organizations, or other sources.
- Coordinate with the Human Resources Section for the placement of City personnel not otherwise assigned in the emergency plan.
- Coordinate with the Human Resources Section for the temporary emergency hire of personnel to meet emergency needs.
- Volunteer Registration Requirements: Compensation for injury, death or loss of certain personal equipment may be available to volunteer emergency workers under RCW 38.52. In order to qualify for benefits, the following information is needed during the registration process:
 - Name.
 - Address.
 - Social Security number.
 - Qualifications or training.
 - Actual duties assigned/emergency worker classification.
 - Applicable dates and times.
- Regional Resource Marshaling Center: A regional facility for the reception, warehousing, accounting, and distribution of essential supplies and equipment will be established in cooperation with Pierce County Emergency Management.
- Staging Areas: The central in-city distribution point for incoming supplies and equipment will be determined as needed in Orting. An alternate distribution center may be established elsewhere if facilities are inaccessible. Staging of equipment and supplies may be established in each Operational Zone when appropriate.

Prevention and Mitigation

All primary and support agencies will ensure that personnel and equipment are protected from the effects of disasters by complying with the Basic Plan, and that appropriate emergency procedures and operating plans address and comply with City response and recovery guidelines.

Preparedness

- Establish and review departmental roles and responsibilities for providing resource support during the response and recovery phases of an emergency or disaster.
- Maintain an inventory of City owned and leased facilities.
- Identify resources for the response and recovery phases of an emergency or disaster.
- Develop a needs assessment of internal and external resources to identify including:
 - Essential personnel and staffing for internal and external support requirements.
 - Emergency supplies needed for personnel.
 - Essential records, equipment, and office supply needs.
 - Essential office space requirements.
 - Research and determine, from the appropriate authorities, potential liability issues and appropriate insurance levels for state agencies.
 - Logistics transportation requirements for an emergency or disaster.

Response

Provide information on how and where to obtain goods and services to emergency management staff.

Coordinate and fill resource requests.

Recovery

- Support the transition to recovery activities, as required.
- Follow appropriate policies and procedures in completing required documentation to justify emergency services, purchases, or expenditures.
- Ensure correct cost coding for any facilities, goods or services obtained from private sector providers.
- *Responsibilities*
- Activities, Events, and Parks and Public Works
- Analyze incident resource requirements and establish of resource priorities.
- Identify available resources and develop agreements for acquisition and use.
- Establish an inventory control and material delivery capability.
- Manage donated goods.
- Establish a volunteer registration and coordination capability.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

City of Orting Emergency Response Plan

Volunteer and Donations Management

Introduction

Purpose

To provide an overview of Volunteer and Donations Management and be a mechanism for navigating regional coordination of spontaneous volunteers and unsolicited donations. Additionally, this is a tool for the city to use for advance planning to have policies and procedures in place to handle spontaneous volunteers and unsolicited donations.

Scope

A framework and guidance on the roles of Federal, State, County, and local governments in the management of large amounts of spontaneous volunteers and unsolicited donations in the aftermath of a catastrophic disaster.

Preparedness

- There are many varying levels of preparedness among the different public and private organizations located within and around the City of Orting. Some ways to prepare for spontaneous volunteers and unsolicited donations include:
 - Create a strong local network for effectively using spontaneous volunteers and unsolicited donations.
 - Appoint a lead agency to coordinate with local volunteer groups.

- Develop a Spontaneous Volunteer Management Plan.
- Develop a Donations Management Plan.
- Develop a public education plan specifically targeted at potential volunteers and donors.
- Engage the business community in planning efforts.
- Include spontaneous volunteers and the management of unsolicited donations in Training & Exercises.
- It is important for the lead agency to establish regular communication with other volunteer agencies to be better prepared. The goal is to affiliate volunteers prior to any event. The city should focus on creating or updating its plans for volunteer and donations management. Based on staffing, this position may be filled through an outside agency request.

Coordination Committee

- Establish a Volunteer and Donations Coordination Committee whose primary purpose is to discuss and coordinate spontaneous volunteer and unsolicited donations management activities across the city. Topics for discussion may include:
 - Current location of Volunteer Reception Centers.
 - The status of processing.
 - Capacity to share spontaneous volunteers and unsolicited donations across the region.
 - Future projections or trends.
 - Assignment of donations coordinators and volunteer coordinators and their roles.

Spontaneous Volunteers

- Once a disaster occurs, there may be a large influx of spontaneous volunteers. They can be of great help in a dire situation. A spontaneous volunteer is a person who is not affiliated with a locally recognized volunteer organization but offers their help during disaster response and recovery. It is necessary for spontaneous volunteers to go through a registration process so that the skills of the volunteer are matched to a specific request from the community. Being able to effectively organize these volunteers, through the EOC or the use of a Volunteer Reception Center (VRC) will be very helpful. The City of Orting Emergency Management will coordinate with Pierce County Emergency Management the establishment of a VRC. The following should be used as a guide when deploying VRCs.
 - Small, limited, localized disaster.
 - Spontaneous Volunteers will mainly be from surrounding, neighboring areas.
 - No need for a VRC.
 - Medium to large disaster.
 - Significant media attention.
 - Establish a VRC outside the impact area.
 - Very large or catastrophic disaster.
 - Volunteer activity will overwhelm the local capacity.
 - Consolidate VRCs to operate more efficiently.
 - Preregistering Volunteers:
 - Encourage volunteers to register with local volunteer organizations prior to a disaster. Then, during disasters they can respond to that agency and be covered under their liability coverage.
- If a VRC is not going to be set up, then the Volunteer Coordinator in the city will handle the

processing and referring of spontaneous volunteers. This coordination will occur at the Emergency Operation Center.

- The United Way of Pierce County will assist and support community organizations by recruiting and mobilizing additional community volunteers when requested.
- Demobilization and Recovery: Volunteers and donations are crucial for the response and recovery of a disaster. Once affiliated, volunteers can continue to work with volunteer agencies and organizations under the auspices of that agency.
- Liability: FEMA has learned from Citizen Corps Councils, volunteer program managers, and volunteers that liability is a significant concern and a potential barrier to volunteer involvement in emergency services. Spontaneous volunteers will be registered in the Volunteer Reception Center (VRC) as Temporary Emergency Workers, and they will need to sign a volunteer liability release form. Temporary workers are not Emergency Workers under Washington State Law.
- Volunteer Reception Center (VRC):
 - A Volunteer Reception Center (VRC) is a location where spontaneous volunteers can be assessed, receive training, and be placed with an agency, organization, or support function needing personnel. Once the volunteer has been assigned to a receiving agency or organization, the volunteer then becomes the responsibility of that agency or organization until he or she is released from assignment. A VRC can be implemented if the need for and supply of volunteers is significant.
 - VRC Activities include:
 - Formal registration.
 - Interview & Assignment.
 - Safety & Cultural Trainings.
 - Public Information.
 - Phone Bank.
 - Demobilization.
 - Forms include:
 - VRC Arrival Sign In.
 - Volunteer Instructions Checklist.
 - Sample Disaster Volunteer Registration Form.
 - Sample Volunteer Liability Release Form.
 - Emergency Worker Registration Card.
 - Safety Training.
 - Sample VRC Floor Plan.

Donations Management

- If not properly managed, donations can become the disaster within the disaster. Even donation activity for a small level disaster can be overwhelming. The importance of organizing and maintaining donations is crucial in any disaster response and recovery process.
- During a disaster, the public, including major corporations, give generously to those in need. Often this outpouring of goodwill can overwhelm local government and social agencies.
- In a regional disaster, the management of donated goods will not only overwhelm government and social agencies, but the goodwill could be so generous, many donated goods may never be used and will require disposal.
- Donated Goods:

- City of Orting government will coordinate all nationally donated goods with the State EOC.
- The EOC will assure all donated goods are safely distributed based on need to the neighborhoods of Orting.
- Donated goods are categorized into the following sections:
 - Solicited Goods: The impacted community has identified a specific need and requests specific items from either the general public and/or the community. Usually, the request is for cash donations to be made to the American Red Cross, Salvation Army, or other agency providing major relief efforts to the affected community.
 - Unsolicited Goods: The public sees or hears of the disaster through the media and is motivated to send a donation and/or donated good to the impacted area whether it is needed or not. The Pierce County Food Bank will coordinate sorting, storing and distribution of unsolicited goods.
 - Financial donations will be forwarded through the Greater Tacoma Community Foundation. Their organization will create an incident-specific account to accept financial donations.
- The level of donations that may accompany each level of disaster.
 - Small to medium disaster.
 - Few and sporadic donations.
 - Medium to large disaster.
 - Donations activity is significant.
 - Very large or catastrophic disaster, with a State and Federal proclamation of disaster.
 - Donations Management Branch or Unit will be established.
 - Public Messaging:
 - Managing the expectations of the public is critical during a catastrophic disaster. Getting the right messages out early will help limit the unsolicited and often unusable donations.
 - A consistent message on where and how to volunteer and what to donate during the disaster needs to be delivered. This can be established through the Joint Information Center (JIC).
 - Valuable Public Messages may include:
 - “Don’t call 9-1-1 unless it is an emergency. Call 2-1-1, which will get you to the information you seek without jamming up a critical lifeline for emergencies.”
 - Donated Goods: FEMA Disaster Assistance Policy provides the criteria by which applicants will be credited for volunteer labor, donated equipment, and donated materials used in the performance of eligible emergency work.

Demobilization

- Volunteer and Donations Management is unique in that it is prominent in both response and recovery operations.
- Demobilization:
 - Collect and compile all the documentation of volunteer hours during response activities so they can be utilized towards the Public Assistance federal match requirement.
 - Direct volunteers towards longer-term affiliation and community involvement, building

larger and stronger networks of affiliated volunteers.

Recovery

Volunteer Management:

After the response phase, a volunteer can continue to support recovery operations through their affiliation with a volunteer organization or with a long-term recovery organization.

Donations Management:

Donations will continue to come in during recovery, but the needs of the impacted community may be different. It is important in the planning process to reevaluate the needs of the community and continue to communicate those needs with the public through ongoing public information.

Police

Summary

The Police Department consists Administrative Services and Operations. Administrative Services includes Information Technology, Outreach Services, Policy and Finance, and support services. Operations includes Community Policing, Detectives, Patrol, and Professional Standards. Orting participates in the Force Investigation Team (PCFIT), and they operate their own drone program.

Core Capabilities

The following core capabilities align with the responsibilities of the Police Department:

All Phases

- Planning
- Public Information and Warning
- Operational Coordination

Prevention and Protection

- Intelligence and information Sharing
- Interdiction and Disruption
- Screening, Search, and Detection
- Forensics and Attribution
- Risk Management for protection programs and activities

Response

- Mass Search and Rescue Operations
- On-scene Security, Protection, and Law Enforcement
- Operational Communications
- Situational Assessment

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of Police Department:

- ESF-2: Communications (Supporting)
- ESF-5: Emergency Management (Supporting)
- ESF-9: Search and Rescue
- ESF-13: Public Safety and Security
- ESF-14: Long Term Community Recovery (Supporting)
- ESF-15: External Affairs (Supporting)

Search and Rescue

Introduction

Purpose

Procedures to be used for coordination of search and rescue.

Scope

Urban search and rescue operations including ground, air, and water.

Policies

Search and Rescue

RCW 38.52 assigns the responsibility for search and rescue to law enforcement. The Police Department is responsible for coordinating search and rescue in the city. Qualified personnel from the Central Pierce Fire & Rescue, Pierce County Sheriff's Office, and the Pierce County Special Operations and Rescue Team are assigned technical rescue and swift water responsibilities.

Search and Rescue (SAR) resources

Pierce County SAR resources, and city law enforcement personnel, will conduct searches for missing persons. Where there is a demand for SAR activities, a Search and Rescue Coordinator will be designated by the Police Department. Large-scale SAR operations will be coordinated from the EOC. Additional SAR resources will be obtained through Pierce County Sheriff's Office, King County Sheriff's Office Guardian One helicopter, WA State Patrol's aircraft, local law enforcement drone programs, and Pierce County Emergency Management.

Situation

Emergency/Disaster Conditions and Hazards

An emergency or disaster can cause buildings to collapse, threaten lives, and require prompt rescue. The search for missing persons under hazardous conditions, including confined space operations, will require specially trained personnel and specialized equipment.

Planning Assumptions

- Search and Rescue (SAR) means the act of searching for, rescuing, or recovering by means of ground, marine, or air activity any person who becomes lost, injured, or is killed while outdoors or as a result of a natural or manmade disaster.
- Where persons are trapped, stranded, or missing as the result of a disaster, spontaneous attempts at rescue by bystanders and others can be anticipated.
- Citizen assistance with SAR operations may be appropriate under some circumstances.

Concept of Operations

General

1. The Police Department will assume coordination of all search and rescue operations in the city.
2. Fire Department resources are trained in urban search and rescue operations, including confined space.
3. The Department of Public Works will provide heavy equipment as needed, to augment the urban search and rescue capability.

4. Additional assistance is available from the Pierce County Sheriff's Department, King County Sheriff's Office Guardian One helicopter and WA State Patrol airplane. Coordination with this resource should be through Pierce County Emergency Management.

Organization

A Search and Rescue Coordinator may be established at the EOC, depending on the nature and severity of the incident.

Procedures

- The Police Department will determine the need for search and rescue operations, in concert with the Fire Department where appropriate.
- Standardized policies and procedures including recognized urban search and rescue methods for identification of structures that need to be search, or have been searched, will be used.
- Urban search and rescue task forces made up of qualified city personnel, augmented by citizen volunteers where appropriate or outside SAR resources as needed, will be organized, and deployed by the SAR Coordinator.

Prevention and Mitigation

- Support preventive search and rescue, aviation safety, and survival programs with available resources, when requested.
- Develop and present preventive SAR programs through public awareness and school education programs.

Preparedness

- Plan to support SAR operations with available resources, when requested.

Response

- Provide resources including personnel and equipment for SAR operations, when available.

Recovery

- Assist in returning all SAR organizations and personnel to a state of preparedness.

Responsibilities

Police Department

- Staff the SAR Coordinator position at the EOC, as needed.
- Coordinate search and rescue operations and request additional SAR resources and support equipment as necessary.
- Drone Team

Fire Department

- Provide urban rescue trained personnel to carry out special SAR operations.

Department of Public Works

- Support rescue operations with heavy equipment where necessary.

Pierce County Sheriff's Department

- Provide additional SAR support to the city when requested, based on availability of trained SAR resources.

Pierce County Emergency Management

- Coordinate acquisition of external SAR resources upon request.

King County Sheriff's Department

- Guardian One helicopter

Washington State Patrol

- WSP airplane

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

City of Orting Emergency Response Plan.

Public Safety

Introduction

Purpose

Provide for the effective coordination of all law enforcement activities associated with the disaster incident, and to ensure that such activities are coordinated to the extent possible with the other responders.

Scope

Coordination of all incidents related law enforcement activities. When necessary, utilizing mutual aid resources available to assist.

Policies

- Under emergency conditions, law enforcement is the responsibility of the Police Chief. Law enforcement resources supplied by other jurisdictions will remain under the command of their parent agency but will operate under the direction and control of the Orting Police Department.
- Military personnel, requested to augment or support the Orting Police Department, will remain under command of their parent agency but will operate only at the direction of the Orting Police Department.

Situation

Emergency/Disaster Conditions and Hazards

Disaster conditions will severely strain limited law enforcement resources with multiple demands on services. The ability to respond can be hampered by personnel and equipment shortages, damage to police facilities, interruption of transportation routes, communications overload, etc.

Planning Assumptions

- Situations requiring law enforcement support from mutual aid agencies may also be impacting those agencies at the same time. Assistance from adjacent jurisdictions may not be available, and the mobilization and deployment of outside aid will be time consuming.
- Agencies responding from a distance may not have the same knowledge of the community as local law enforcement and may require assignments consistent with these limitations.

Concept of Operations

General

- The Police Department will initially respond to emergency needs with on duty personnel. Provisions for call back of off duty personnel are defined in the internal procedures of the Police Department.
- Where additional assistance is required, the Police Chief or designee will request specific types of outside aid utilizing existing mutual aid agreements with adjacent jurisdictions.
- Other law enforcement assistance, not covered by local agreements or understandings, will be requested through the State EOC.

Organization

- A Law Enforcement Unit will be established in the EOC to coordinate all the identified actions.

Procedures

- Air Operations: Coordination of air resources requested by the city is the responsibility of the Law Enforcement Unit at the EOC. Where multiple aircraft are involved, an Air Operations sub-Unit may be established to provide for safe and efficient use of air resources. The Air Operations Sub-Unit will:
- Establish and maintain operational control over all aircraft resources used by the city in connection with the incident.
- Establish communications protocols for safe and efficient coordination of aircraft. Coordinate with Pierce County, Washington State Patrol, hospitals, and any other outside agencies using aircraft in the city, to the extent possible.
- Identify, mark, secure, and manage landing zones where needed.
- Request the acquisition of air resources through the Logistics Section.
- Provide for coordination of news media helicopters, when necessary, with the Public Information Officer.

Prevention and Mitigation

- Develop operational and tactical public safety and security plans, conduct technical security and/or vulnerability assessments, and deploy local public safety and security resources in response to specific threats and potential incidents.

Preparedness

- Develop and maintain emergency management plans and participate in emergency response public education or outreach, training, and exercises.
- Maintain an inventory of equipment needed to deliver primary services and specialty services to service areas.

Response

- The Orting Police Department will coordinate response actions including general law enforcement assistance, access control, site security, traffic and crowd control, force protection, etc.

Recovery

- Allocate resources for staffing traffic control for re-entry into previously evacuated areas if resources are available.
- Prepare after action reports.
- Investigate fires where fatalities, large property losses, or suspicious circumstances exist. Orting contracts with the Pierce County Fire Marshals Office for fire investigations. Orting Police work with PCFMO during the investigation process.

Responsibilities

Police Department

- Prioritize law enforcement response consistent with the Incident Action Plan.
- Coordinate traffic and crowd control.
- Coordinate perimeter security, including coordination of scene ingress/egress where appropriate.
- Coordinate evacuation. Activate a separate Evacuation sub-Unit when needed.
- Maintain law and order by sustaining normal law enforcement operations wherever possible.
- Coordinate Search and Rescue.
- Provide for incident related criminal investigation.
- Provide personnel to assist the Pierce County Medical Examiner with the disposition of human remains.
- Provide personnel to assist with the dissemination of warning and emergency public information.
- Coordinate all incident related aircraft activity. Activate an Air Operations sub-Unit if circumstances warrant.
- Provide security to the EOC.

Pierce County Sheriff's Department

- Provide law enforcement support in accordance with mutual aid agreements.
- Provide available Pierce County search and rescue units if requested.
- Provide warning and communication support if requested.

Mutual aid law enforcement agencies

- Provide law enforcement support in accordance with mutual aid agreements.

Washington State Patrol:

- Provide law enforcement support to the Police Department if requested.
- Assume incident command for hazardous materials incidents when the incident is on WA State Route 162.
- Coordinate and maintain a liaison with the appropriate state departments and agencies as identified in the Washington State Comprehensive Emergency Management Plan.

Resource requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

City of Orting Emergency Response Plan

Evacuation

Introduction

Purpose

To assist the City of Orting, and other governmental agencies, businesses and first responders in planning, preparing for and conducting evacuations impacting the city.

Scope

Evacuations may result from naturally occurring incidents such as earthquakes, landslides, health related incidents, flooding, volcanic activity, fires or from industrial accidents, dam failure, terrorism, or illegal activities like drug labs and waste dumping. Protection of populations by sheltering in place as well as the traditional movement of people is considered. Any evacuation that extends beyond the city limits should be coordinated with other local, state, and federal plans.

Planning Assumptions

- Disasters and evacuations occur with little or no warning.
- Current warning systems may not reach the entire target population.
- First responder teams may not be available to conduct door-to-door evacuation notifications.
- Evacuation is normally a multiple jurisdiction activity.
- ICS will be used to manage evacuation activities and phases at all levels.
- Evacuations may be spontaneous, without government control.
- Some residents will not evacuate regardless of the hazards.

- Planning for evacuations must include Americans with disabilities/Access and function needs, pets, service animals, and livestock.
- Orting Police may issue emergency alerts (OrtingAlert) based on time and personnel resources.

Concept of Operations

General

1. Local response

- The type of incident, the geographic scope of the incident, and the resources available will determine local response.
- Any agency listed may initiate an evacuation in the interest of public safety. Final approval of an evacuation should come from EOC Manager.
- If the incident is small and local in nature, Central Pierce Fire & Rescue, Police, or Public Works may recommend a limited evacuation.
- Mutual aid may also be affected for larger emergencies or disasters. When multiple agencies and/or multiple jurisdictions are involved, emergency management organizations and emergency operations/coordination centers (EOC/ECCs) may be activated. If this is the case, resources may be coordinated and accounted for by the city, county, or state at the appropriate EOC/ECC.
- In the event of a healthcare facility evacuation the Health and Medical Area Command, will provide medical resource support and coordinate information as needed with the other healthcare organizations, patient families, emergency response agencies, and the public.

2. State Response: Where city and county resources are exhausted, the State of Washington may aid local authorities with large-scale evacuations. This may involve the Washington State Patrol, National Guard, Washington State Health officials, and members of other State agencies, as determined by the Washington State EOC and requesting local authorities.

3. Federal Response: With the exception of the United States Coast Guard, federal agencies are generally not directly involved in evacuations. Federal Agencies may be utilized in the recovery phase of an incident that involves evacuations. In limited circumstances, local military commanders may assist local authorities in evacuation efforts without a presidential disaster proclamation.

4. Americans with Disabilities/Access and Functional Needs.

- Under the Americans with Disabilities Act (ADA Amendments Act of 2008 (P.L. 110-325)), transportation providers must permit passengers with disabilities to be accompanied by their service animals.
- The City of Orting will support local agencies in the evacuation of individuals with access and functional needs, the hard of hearing, the deaf, the blind, and unaccompanied children.

5. LEP and PETS

- Planning for evacuations must include Limited English Proficiency (LEP) populations, access and functional needs populations, pets, service animals, and livestock.

Organization

The Orting Police Department and Central Pierce Fire & Rescue are joint lead agencies for evacuation oversight. They may elect to set up a Field Incident Command Post or use the EOC or the main police

station. All city departments will support an evacuation by assisting in the planning process as needed. The EOC will assist by coordinating city resources for the evacuation.

Procedures

Mutual aid resources from tribes, the private sector, and Non-Governmental Organizations (NGOs) will be utilized as needed. When resources from outside the City are requested, or transportation of evacuees and long-term sheltering are needed, mutual aid requests will be activated, as well as a formal proclamation and request for assistance from the Washington State EOC.

Response Actions

Evacuations are cumbersome and time-consuming endeavors. They are resource and personnel intensive and may disrupt local commerce, transportation, governmental, and school activities. The EOC Manager considering evacuation must choose between taking no action, evacuation, or shelter in place.

2. Shelter-in-Place:

- Most commonly used during hazardous materials incidents or terrorist chemical attacks, where there may not be enough time or resources to move a population for a short duration incident.

3. Evacuations:

- An EOC Manager makes the decision for evacuation of a population or shelter in place based on the disaster. The EOC Manager requests activation of EOC to support the evacuation and notifies appropriate elected officials.
- The EOC Manager initiates the warning of affected populations by appropriate methods available.
- At the same time that the warning phase is conducted, the incident command team or EOC is coordinating:
 - The selection of a safe area to move impacted populations.
 - Defining evacuation routes to the safe area and assembly and triage points to enter and leave the evacuation routes.
 - Notifying jurisdictions and organizations that will receive or “pass through” evacuees.
 - Notifying support jurisdictions and organizations that will be responsible for movement support, sheltering, EMS, Fire, ARC, PH, Hospitals, Utilities, etc.
- The Public Works, Pierce County Public Works, and Washington State Department of Transportation support road closures and evacuation routes.
- The American Red Cross and other non-governmental organizations may provide shelters as needed.
- Salvation Army and American Red Cross support local responders, shelters, evacuees, etc.
- OPD supports area security, road closures, and shelters.
- Sheltered populations are accounted for and are reunited with loved ones if possible.
- Evacuated areas may need to be cleared by appropriate officials before residents are allowed to return.
- Evacuated populations must be notified of an “all clear” to return with planned phasing to reduce traffic congestion and accidents.
- Evacuated populations may require transportation to return.

- All agencies are responsible for their own facility evacuation procedures.

Responsibilities

The agencies and entities described in this section may be called upon to send a representative to the Field Incident Command Post (ICP) or the Orting EOC. The Field ICP and EOC are focal points for coordination of response efforts and resources during evacuations. The lead agency calling for evacuation usually makes recommendation for return to the area.

Orting Police Department

- Ensure that OPD coordinates with the EOC duty officer to activate the EOC for support of the evacuation.
- Act as the Field Incident Commander when appropriate and at suspected or determined crime scenes.
- Provide, direct or command search and rescuer resources when appropriate.
- Assist with or call for an evacuation.
- Assist with warning and emergency information.
- Investigate crime scenes and collect evidence.
- Provide a representative to the EOC as requested and if available.
- Maintain evacuation plans for Police facilities.
- Provide crowd and traffic control, site security, and emergency rescue/recovery.

Orting Emergency Management

- Activate the EOC when notified by OPD of the area evacuation.
- Provide EOC planning, logistics, and Finance and Administration support to the OPD ICS structure for evacuation.
- Coordinate support for all phases of evacuation.
- Warn residents of dangers requiring evacuations.
- Coordinate location of safe area(s) for evacuees to relocate.
- Coordinate safe evacuation routes, including assembly and release points from the area of evacuation to the release point at the safe area.
- Support local coordination of short- and long-term shelter and feeding of evacuees.
- Support coordination of accounting for evacuees with families and friends.
- Support local coordination of resource support for field commanders.
- Support the appropriate return of evacuees to their homes and businesses.
- Coordinate with State EOC for evacuation resources as needed.

Orting Public Works

- Provide transportation if resources are available, for evacuees to designated public shelters when requested.
- Provide transportation if resources are available to shelter occupants returning to the evacuated area once that area is deemed safe.
- Coordinate and notify the EOC of the resources used, destination, and number of people transported.
- Coordinate the identification of safe evacuation routes with the EOC.
- Maintain evacuation plans for Public Works facilities.
- Provide a representative to the EOC as requested.

Building Department

- Coordinate the inspection of buildings for structural integrity.
- Inspect or coordinate the inspection of city governmental structures for safe occupancy.
- Tag unsafe buildings as appropriate and call for their evacuation.
- Recommend evacuation where structural safety is an issue.
- Coordinate security of affected areas with the EOC.
- Maintain evacuation plans for Building/Planning.

Events, Activities, and Parks

- Assist in providing for the mass care and food and water needs of people displaced from their homes and living in Orting shelters.
- Make available City Park facilities, equipment, and personnel for general population emergency shelters in coordination with the American Red Cross and EOC.
- Provide personnel and equipment to support emergency operations of other City Departments.
- Aid in dissemination of public information.
- Maintain evacuation plans for Activities, Events, and Parks facilities.

Central Pierce Fire & Rescue

- Initiate evacuations or shelter-in-place, when necessary, in coordination with OPD and the EOC.
- Coordinate evacuation activities with the EOC.
- Provide staffing for a unified command structure to coordinate evacuation.
- Provide support with Public Information Officers where appropriate.
- Coordinate with EMS personnel.
- Request transportation as need for evacuees.
- Request the opening of a shelter for displaced persons.

SouthSound911

- Assist response agencies and EOCs in warning for evacuations.
- Provide normal dispatch services for responder organizations.

State Emergency Operations Center

- Provide a functional EOC to provide State resources for the local evacuation.
- Provide Joint Information Center support when requested.

Orting School District

- Provide transportation resources for evacuation if available.
- Provide facilities for shelters if available.

American Red Cross

- Provide temporary housing and feeding facilities for displaced persons.
- Provide information & financial assistance for immediate needs of evacuees.
- Provide feeding stations for first responders.
- Provide a representative to the EOC as requested.

Pierce Transit, WA Soldiers Home, and Sound Transit

- Provide transportation resources for evacuation if available.

Resource Requirements

Resources required for evacuation may require transportation vehicles and drivers, a safe area or shelter to take evacuees, food and other accommodations, critical incident stress management and other human services, major or minor medical assistance, interpreters, pet, livestock, and medically fragile population shelters.

Public Works

Summary

The Public Works Department develops, maintains, and repairs all city infrastructure – municipal water system, municipal sanitary system, storm water facility, public streets, city sidewalks, irrigation, city parks, trails, buildings, and other city facilities.

Core Capabilities

The following core capabilities align with the responsibilities of the Public Works Department:

All Phases

- Planning
- Public Information and Warning
- Operational Coordination

Mitigation

- Community resilience
- Long-Term Vulnerability Reduction
- Risk and Disaster Resilience Assessment
- Threats and Hazards Identification

Response

- Infrastructure Systems
- Critical Transportation
- Environmental Response/Health and Safety
- Logistics and Supply Chain Management
- Situational Assessment

Recovery

- Economic Recovery
- Natural and Cultural Resources

Emergency Support Functions

The city doesn't use the Emergency Support Function (ESF) format. However, the following ESFs align with the responsibilities of City Administrator's Office:

- ESF-1: Transportation
- ESF-2: Communications (supporting)
- ESF-3: Public Works and Engineering
- ESF-5: Emergency Management (Supporting)
- ESF-14: Long Term Community Recovery (Supporting)
- ESF-15: External Affairs (Supporting)

Transportation

Introduction

Purpose

To describe the methods for coordination of transportation resources during a disaster.

Scope

Transportation and evacuation emergency activities including the evacuation of people from their homes, schools, and places of business. Also includes all types of transportation resources.

Policies

- Pierce Transit, Sound Transit, Orting School District, and WA Soldiers Home and access to busses, will be coordinated directly through the Orting EOC or Pierce County Emergency Management.
- In accordance with RCW 38.52.110, in responding to a disaster, the City Council is directed to utilize the services, equipment, supplies, and facilities of existing departments and offices, and all other municipal corporations organized under the laws of the State of Washington. The officers and personnel of all such departments, offices, and agencies are directed to cooperate upon request, notwithstanding any other provisions of law.

Situation

Emergency/Disaster Conditions and Hazards

Disruption of transportation routes, damage to transportation resources, the need for movement of large numbers of persons, distribution of essential goods, and the evacuation of endangered segments of the population require procedures for coordination of transportation efforts.

Planning Assumptions

1. All City owned vehicles, not otherwise involved in emergency response, are available for use. The Transportation Coordinator in the Public Works Unit of the EOC will manage use of available vehicles.
2. Because Pierce Transit and Sound Transit are “shared” multi-jurisdiction transportation resource, this plan recognizes Pierce County Emergency Management as the appropriate coordinator of Pierce Transit and Sound Transit activities in support of ESF-01.

Concept of Operations

General

1. A qualified designee from the Department of Public Works may serve as Transportation Coordinator if requested.
2. When transportation resources are obtained, every attempt will be made to obtain drivers that are familiar with those vehicles.

Organization

A Transportation sub-Unit within the Public Works Unit will be established in large-scale events when necessary to ensure the effective use of all available transportation resources during an emergency.

Procedures

1. Evacuation/Shelter-in-Place:

- Recommendation for evacuation and/or shelter-in-place, and the determination of suitable evacuation boundaries will be implemented by the City Council, the Chief of Police, or the Fire Chief when necessary.
- The Public Information Officer and public media will coordinate on the dissemination of information and instructions for evacuation and/or shelter-in-place.
- Evacuations that have multi-jurisdictional impact will be coordinated with the Pierce County EOC to ensure consistent instructions to the public.
- Evacuation/shelter-in-place warning and instructions may be accomplished by door-to-door methods utilizing local emergency agencies.
- Population protection methods may include “shelter-in-place” depending upon circumstances.
- Conditions in the evacuation area may prevent effective warning and movement of all persons. Evacuation activities may be prioritized by the EOC in the interest of the greater good.
- Agency Responsibilities for Evacuation/Shelter-in-Place:
 - Fire Department: Emergency Management Division:
 - Recommend evacuation/shelter-in-place where appropriate.
 - Monitor evacuation activities.
 - Coordinate with the Public Information Officer regarding evacuation routes, conditions, and other essential information.
 - Establish an Evacuation sub-Unit if necessary.
 - Police Department:
 - Crowd and traffic control operations.
 - Identify and establish evacuation routes.
 - Assist in the removal of stalled vehicles and equipment from evacuation routes.
 - Assist the EOC in identifying critical evacuation problems.
 - Assist in dissemination of evacuation/shelter-in-place instructions to the population.
 - Department of Public Works:
 - Assist in traffic control operations by providing signs and barricades.
 - Provide assistance with keeping evacuation routes clear of stalled vehicles and equipment.
 - Provide for debris clearance or other maintenance services necessary to keep evacuation routes open. For more information on debris clearance refer to ESF-03: Public Works and Engineering.

- Fire Department:
 - Determine the need for evacuation or shelter-in-place and suitable evacuation boundaries if appropriate to the circumstances.
 - Assist in the dissemination of evacuation/shelter-in-place instructions to the public.
- Washington State Department of Transportation
 - Utilize Incident Response vehicles, State Patrol vehicles, and WSDOT trucks.

Priority Lifelines Routes

Routes that must be kept open and accessible at all times but especially during emergencies. The first map is of the entire city while the second and third map are zoomed into the west and east sides of the City. Each route is essential to first responder travel patterns and facilitates critical lifesaving functions.

City of Orting: Snowplow and Sanding Route is the same for other road priority openings.



Washington State Department of Transportation (WSDOT) has responsibility for clearing SR 162 through Orting, but Orting PW will assist in maintaining SR 162.

Prevention and Mitigation

- Ensure deployed personnel are briefed on the known hazards and incident assignments.
- Provide information about hazards that may influence siting of facilities and deployment of resources.

Preparedness

- Develop and maintain department All Hazards Plans, procedures, and checklists in support of the City CEMP.
- Coordinate and maintain a method of identifying available transportation resources.

Response

- Staff the City EOC for coordinating transportation related activities.
- Coordinate the mobilization of personnel and equipment.

Recovery

- Coordinate the reconstruction and repairs of the City transportation system, including the designation of alternate modal routes in coordination with public and private agencies.
- Conduct damage assessment of the City's transportation system and facilities.

Responsibilities

Department of Public Works

- Coordinate all transportation resources in support of the incident.
- Coordinate with Pierce County Emergency Management in the case of an incident with multi-jurisdictional impact.
- Make maximum use of public and private transportation resource providers.
- Staff the Transportation sub-Unit within the Public Works Unit in the Operations Section as needed.
- Assign transportation resources.
- Arrange for emergency fuel and service.
- Keep records of incident related transportation expenses.
- Request additional transportation from the Pierce County EOC if local emergency transportation capabilities are exceeded.

Washington State Department of Transportation:

- Provide support when state highways are impacted by the incident.

Pierce and Sound Transit

- Upon request send a representative to the city EOC to assist the Transportation Coordinator.
- Provide available public transportation resources in support of emergency operations.

Orting School District

- Coordinate with the Transportation sub-Unit for the provision of District transportation assets.

WA Soldiers Home

- Provide transportation resources as requested and able.

Pierce County Emergency Management

- Coordinate transportation with other local emergency management programs through the Emergency Management Council.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

City of Orting Emergency Response Plan

Engineering

Introduction

Purpose

To ensure that emergency response efforts within public works are coordinated with franchise utilities and public power resources. Engineering for Orting is contracted with a local private engineering firm.

Scope

The coordination of all public works activities with the activities of private utility companies during an emergency. Including the prioritization and restoration of essential services and the acquiring of outside engineering resources as needed to support local operations.

Policies

- The Public Works Unit will be the lead agency for coordination of the effective utilization of resources in the restoration of essential utilities. Prioritization of restoration will be determined cooperatively amongst the responding agencies.
- The City of Orting will provide public works services, including emergency debris clearance and demolition, to lands and facilities under City jurisdiction. Public Works services of any kind may be offered on a case-by-case basis to private property owners.
- The Orting EOC may request intrastate building safety mutual aid system, which is a mutual aid response for building safety inspections (RCW 24.60).

Situation

Emergency/Disaster Conditions and Hazards

A major emergency or disaster may cause extensive damage to property and infrastructure. Structures may be destroyed or weakened, homes and public buildings may need to be demolished to ensure

safety, flooding and/or debris may make streets and highways impassable, public utilities may be damaged or fully inoperable, and bridges may need timely inspection, repair, and/or limitations and closures imposed.

Planning Assumptions

- Debris clearance and emergency road repairs will be given top priority to support immediate lifesaving emergency response activities. Access to disaster areas may be dependent upon re-opening of routes.
- Debris will be disposed of at previously identified sites whenever possible. Legal clearances may be needed for disposal of materials from debris clearance and demolition activities. Consult with Building/Planning and the Legal Department as needed.
- The city will use pre-work inspection guidance in the Applied Technology Council, ATC-20-1 field manual for post-earthquake safety evaluation of buildings. Personnel with the necessary engineering skills will be called upon to respond. This may require pulling in resources from outside of Public Works including private contractors.
- Aftershocks may require re-evaluation of previously assessed structures and damages.

Concept of Operations

General

- The first priority of all public works and engineering efforts will be to assist public safety personnel in saving lives.
- The Department of Public Works, utilizing available mutual aid resources to assist, is responsible for coordinating all incident related public works and engineering activities.
- Public and private utilities operating in the city will coordinate the prioritization of restoration of essential services with the Public Works Unit at the City EOC. A Liaison Officer may be appointed to support this coordination when necessary.

Organization

- A Public Works Unit may be established in the EOC to coordinate these activities.

Procedures

- External Resources: Each utility maintains mutual aid agreements and other arrangements necessary to access external resources, including out-of-state services.
- Coordination: Each utility will perform its own evaluation of systems operational constraints and prioritize the work that is necessary to restore service to critical areas. Coordination with Pierce County Emergency Management is essential. Coordination of work plans will be done through the EOC. Each utility will manage its resources from its own control center. A liaison may be assigned to the City EOC as needed.
- In the absence of utility providers Public Works will:
 - Determine the extent of electrical outages and disruptions.
 - Determine the extent of natural gas disruptions.
 - Coordinate out of area private and public energy assistance.

Prevention and Mitigation

- Provide staff preparedness training that focuses on the office, home, and family for emergencies or disasters.
- Identify and mitigate the effects of hazards in the workplace to minimize damage, injury, and disruption following an event.
- Ensure that field personnel have proper protection and equipment available in advance of an event.

Preparedness

- Train agency staff in emergency procedures.
- Train licensed professional staff for Post-Earthquake Safety Analysis of Buildings (ATC-20 training).
- Use Municipal Research and Service Center (MRSC) Rosters for a database of architects, engineers, contractors, and equipment suppliers that can provide support during emergencies or disasters.
- Develop, maintain, and distribute a phone notification list and communications process for rapid contact of key division, department, and support agency personnel.
- Conduct periodic training and exercises and participate in City drills and exercises.

Response

- Conducting initial internal facility damage assessments and estimates and report damage estimates to the City EOC.
- Coordinate or conduct facility repair, debris removal, and other measures necessary to re-occupy facilities.
- Task personnel, as necessary, to accomplish support responsibilities.

Recovery

- Continue with response and recovery activities until completed.

Responsibilities

Department of Public Works

- Prioritize a Public Works response that is consistent with the Incident Action Plan developed by the Command staff during the incident.
- Assist the Fire Department in light rescue by providing heavy equipment and other support as needed.
- Coordinate performance of emergency protective measures relating to City property and facilities.
- Provide for the inspection of all city facilities.
- Collect information regarding the condition of public works facilities. Forward that information to the Planning Section.
- Coordinate temporary and permanent repairs to city facilities and structures, including water service, streets and roads, etc.
- Perform, on contract, major recovery work to restore damaged public facilities.

- Provide traffic control signs and barricades for road closures and detours.
- Assist the Police Department in the development of alternate traffic routes around the hazard site.
- Coordinate city flood fighting activities.
- Provide all additional private sector engineering assistance needed via the city's on call consultant roster.
- Coordinate emergency equipment rental or replacement with the Logistics Section.
- Coordinate the clearance and disposal of residential and commercial solid waste and debris.

Department of Activities, Events, and Parks

- Provide personnel, facilities, and equipment to the Department of Public Works according to existing internal plans and procedures.

Community Planning and Development

- Provide Engineering and Building inspection personnel and services as needed.

Puget Sound Energy

- Assess the impact of the emergency on public energy facilities.
- Report the status of energy distribution systems to the EOC.
- Coordinate with the EOC in the prioritization of restoration of damaged or disrupted energy facilities.

Telecommunications Providers

- Assess the impact of the emergency on telecommunication facilities.
- Report the status of telecommunications facilities and services to the EOC.
- Coordinate with the EOC in the prioritization of restoration of telecommunications services.

Other Non-City Utilities Providers

- Coordinate with the EOC in the prioritization and restoration of effected non-city utility services as needed.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. At a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

City of Orting Emergency Response Plan

Energy

Introduction

Electricity and natural gas are provided by Puget Sound Energy (which provides these services for the EPIC jurisdictions). Although energy is provided by PSE, this section is included for planning and response purposes.

Purpose

To provide for the effective utilization of available electric power, natural gas, and petroleum products to meet essential energy needs in the City of Orting during an emergency or disaster, and to provide for the restoration of energy utilities affected by the emergency or disaster.

Scope

Energy systems and utilities services damaged or interrupted by a disaster event. Includes assisting energy suppliers and utilities in the acquisition of equipment, specialized labor, and transportation to repair or restore energy systems as well as obtaining fuel for transportation, communications, emergency operations, and other critical facilities.

Policies

The City of Orting priorities are to protect lives, public property including critical energy and utility systems, and the environment.

Situation

Emergency/Disaster Conditions and Hazards

The transportation and use of a wide range of energy resources in the community poses a threat to life and the environment if those systems are damaged or inoperable. Disruptions to energy sources may occur. An initial disaster, like an earthquake, may result in numerous secondary events such as damaged power lines and relay stations or ruptured natural gas lines.

Planning Assumptions

- A disaster can sever or constrain supply to key energy and utility lifelines, including firefighting, transportation, communication, and others, needed for public health and safety.
- There may be widespread and/or prolonged electric power failure. Without electric power, communications may be affected, and traffic signals may not operate, which could lead to transportation gridlock.
- There may be extensive pipeline failure in gas utilities. These may take days, weeks, months, and even years to repair.
- There may be panic hoarding of fuel in areas with severed pipelines, or from neighboring jurisdictions where shortages have occurred.
- Natural gas lines may break and may erupt in fire.
- City departments may need to go on private property to evaluate and repair utilities that jeopardize public and private property or threaten public health or the environment.
- Orting will work on proving back up generation systems for critical city facilities.

Concept of Operations

General

1. The occurrence of a major disaster could destroy or disrupt all or a portion of the City's energy and

utility systems.

- The electrical power industry within Washington is organized into a network of public and private generation and distribution facilities that form the Northwest Power Pool. Through such networks, the electrical power industry has developed a capability to provide power under even the most extreme circumstances. All utilities, whether publicly or privately owned, will be expected to manage and operate their utility, providing emergency service repairs, and restoration based on their requirements and capabilities.
- Major natural gas companies through common pipelines originating in other states distribute natural gas within Washington.
- The Washington State Department of Transportation can access local petroleum suppliers and major oil companies to facilitate the delivery of adequate amounts of emergency petroleum fuel supplies and may be requested through local emergency management channels.

Each Utility has its own mutual aid agreements and contractor lists to facilitate repairs in a timely fashion.

Support resources may be requested for road clearance and debris removal or other government services.

Organization

The designated incident command agency will determine the appropriate response organization for handling an energy incident.

Procedures

- To the maximum extent possible during a disaster, utility and energy systems will continue to provide services through their normal means.
- Energy and utility resources will be used to meet immediate local needs. If shortages exist, requests to meet needs will be submitted through normal emergency management channels. Actions may be taken to curtail use of energy or other utilities until normal levels of service can be restored or supplemented. These resources, when curtailed, will be used to meet immediate and essential emergency needs.
- Energy and utility information will be furnished to emergency government officials at all levels to inform the public on proper use of services.
- As needed or requested, energy and utility representatives will compile post-emergency damage assessment reports and transmit them to Emergency Management.
- The Governor may direct any state or local governmental agency to implement programs relating to the consumption of energy, as deemed necessary to preserve and protect public health, safety, and general welfare, and to minimize to the fullest extent possible the injurious economic, social and environmental consequences of such energy supply alert. RCW 43.21G.040.

Prevention and Mitigation

- Train staff on the Incident Command System and basic EOC operations.

Preparedness

- Prepare and update contingency plans and supporting documents.
- Maintain credentials and contact with all responding government agencies, energy companies, and energy associations.
- Maintain general data, information and knowledge regarding energy systems and system infrastructure locations, criticality, capabilities, operations, vulnerabilities, and ownership.
- Conduct or participate in energy emergency exercises.

Response

- Liaison with applicable entities in the energy sector.
- Contact energy companies for situation reports to address:
 - Infrastructure damage.
 - Assessment of system and customer impacts.
 - Infrastructure repair requirements and restoration estimates.
 - Energy demand and supply estimates.
 - Need or potential need for state coordination or assistance.
 - Estimates of price or other market impacts.

Recovery

- Continue all response efforts as necessary during any recovery period, including:
 - Maintain damage assessments and restoration profiles.
 - Provide restoration assistance to energy companies.
 - Coordinate with appropriate federal, state, and local agencies.

Responsibilities

Puget Sound Energy

- Identify and coordinate restoration priorities for electricity and natural gas.
- Liaison with EOC when requested.
- Provide timely and accurate information to end-users.
- Perform life safety and property preservation operations when indicated.
- Determine location, extent, and restoration of electricity supply and outages or disruptions.
- Determine status of shortages or supply disruptions for natural gas.
- Comply with energy allocations and curtailment programs as determined by the governor.
- Coordinate out-of-area private and public energy assistance.

Emergency Management Division

- Maintain a liaison with local utilities and the ability to communicate on a 24-hour basis.
- Coordinate assistance to support local utility and energy providers, as requested.

Public Works: Fleet Services

- Manage City fuel supplies and provide petroleum products for City Vehicles and generators.

Other Utility Providers

- Continue to operate in the tradition of self-help and inter-service mutual aid before calling for area, regional, or state assistance.
- Comply with the prevailing priority systems relating to curtailment of customer demands or loads, restoration of services, and provision of emergency services for other utilities and systems.
- In conjunction with the EOC operations, determine priorities among users if adequate utility supply is not available to meet all essential needs.
- Provide information necessary for compiling damage and operational capability reports.

Public Works

- In the absence of utility providers, the Department of Public Works will:
 - Determine the extent of electrical outages and disruptions.
 - Determine the extent of natural gas disruptions.
 - Coordinate out of area private and public energy assistance.

Resource Requirements

Develop and make available, when necessary, the requisite personnel and equipment to fulfill roles and responsibilities identified. As a minimum, all agencies should expect to sustain emergency operations for 72 hours and should have other resources programmed for use up to 14 days.

References

City of Orting Emergency Response Plan

Water and Wastewater

Refer to the City of Orting Emergency Response Plan for Water and Wastewater plans.

Orting is a member of the Washington Water/Wastewater Agency Response Network created to provide mutual aid assistance for water related emergencies due to natural or man-made disasters.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Council Rules of Procedure – Section 2.3 Council Committee Meetings.	AB24-98	PW		
		9.4.2024	9.18.2024	
	Department:	Administration		
	Date Submitted:	9.13.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:				
Fiscal Note:				
Attachments: Council Rules of Procedure Section 2.3, Committee Flow Chart				
SUMMARY STATEMENT:				
<p>Councilmember Moore asked that the Council Rules of Procedure, section 2.3 be added to the study session agenda to clarify how items move in the event the committee chair and vice chair are not able to come to a unanimous decision.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Discussion Item.				
FUTURE MOTION: <u>Motion:</u>				
TBD.				

2.2 Special Meetings and Workshops:

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

2.3 Council Committee Meetings:

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

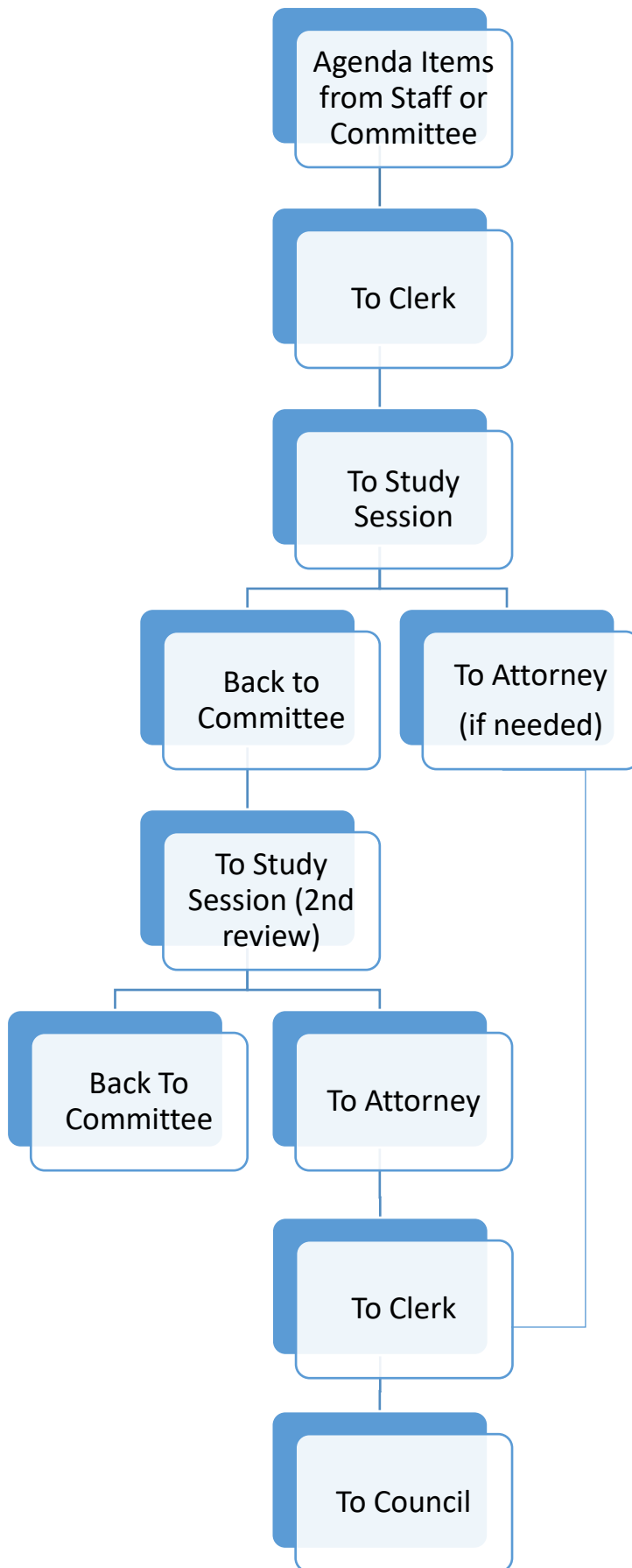
Council Committees shall establish a regular time, date location for their meetings, and the City Clerk will maintain a list of committee meeting times, dates and locations. All meetings shall be publicly noticed and open to the public.

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

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

2.4 Emergency Meetings:

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





**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee:	Study Session Dates	Regular Meeting Dates
Subject: Recreational Vehicle (RV) Code Amendments.	AB24-27	CGA 3.6.2024 4.3.2024	9.18.2024	
	Department:	Community Development Department		
	Date Submitted:	9.10.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	Move forward to Council meeting on 10.9.2024 for public hearing.			
Submitted By:	Kim Mahoney			
Fiscal Note: None				
Attachments: RV Code Amendment Planning Commission Staff Report; Draft Ordinance No. 2024-1133				
SUMMARY STATEMENT:				
<p>In March, the Community and Government Affairs Committee met to discuss proposed amendments to various sections of the Orting Municipal Code (OMC) to address inconsistencies in the regulation of temporary occupation of recreational vehicles (RVs).</p> <p>Following a public hearing on September 5, 2024 on the matter, the Planning Commission recommended the City Council approve Ordinance No. 2024-1133, attached to this summary sheet.</p> <p>The proposed amendments would:</p> <ul style="list-style-type: none"> • Permit temporary occupancy of an RV on private property for 180 days in a year, if accessory to an active building or remodel permit on the same lot, or following destruction or damage of the principal dwelling by a disaster; • Permit temporary occupancy of an RV for 14 days in a 6-month period when issued a temporary use permit and located on a parcel in the residential zoning districts; • Prohibit parking RVs in the public right-of-way (ROW) other than for an emergency 24-hour stop; • Prohibit leak or discharge to City stormwater, surface water, or sewer infrastructure; • Prohibit the storage of RVs and boats in lawns, limiting them to parking on durable, dustless surfaces, and; • Prohibit the storage of more than one RV, or more than two boats, or more than one RV and one boat, in front yards. <p>RVs still may not be parked on City streets and may not overhang public sidewalks and right-of-way.</p>				

RECOMMENDED ACTION: Action:

Move forward to regular business meeting on October 9th, 2024 for a public hearing with possible action to follow.

FUTURE MOTION: Motion:

To Adopt Ordinance No. 2024-1133, an ordinance of the City of Orting, Washington, relating to the City's regulations for the parking and temporary occupation of recreational vehicles within the City; amending Orting Municipal Code (OMC) chapter 10-14, OMC 13-2-19, OMC 13-4-2, and OMC 13-5-3.K.1a; providing for severability; and establishing an effective date.

Staff Report

Project Name:	Code Amendments to OMC 10-14, 13-2-19, 13-4-2, and 13-5-3:K.1.a regarding temporary occupation of recreational vehicles (RVs)
Date of Staff Report:	September 11, 2024
Date of Meeting:	September 18, 2024
Planning Commission Recommendation:	Recommend City Council Approve Draft Ordinance
City Staff Contact:	Kim Mahoney - Community Development Director
60-Day Notice:	Distributed to the Department of Commerce on August 6, 2024 for 60-day notice.
Public Notice & SEPA:	Notice of a Planning Commission public hearing was published in the Tacoma News Tribune and posted online on August 21, 2024, per OMC 15-7-3. A Notice of SEPA Threshold Determination Issuance was also published in the Tacoma News Tribune on the same day; the SEPA comment period closed with no timely comments having been submitted to staff by the general public. One comment was submitted by the Department of Health (Exhibit 3).

Exhibits:

1. Draft Ordinance and proposed changes to the Orting Municipal Code (OMC)
2. SEPA Checklist and Determination of Nonsignificance (DNS)
3. Comments from the Department of Health (“DOH;” email dated August 13, 2024)

Background

The Orting Municipal Code (OMC) contains conflicting regulations regarding when and where recreational vehicles (RVs) may be occupied and there are no provisions for short-term occupancy of an RV outside of RV parks. For instance, the building codes in OMC 10-14 allow occupation of an RV on private property anywhere in the city for up to 180 days with the possibility for an extension of another 180 days; however, the zoning code states in multiple chapters that RVs may not be occupied on lots outside of approved RV parks.

Staff have recently fielded many questions from the public about long-term and short-term occupation of RVs. The City Council asked the Planning Commission to consider updates to the conflicting municipal

code sections related to RVs and to consider revisions to the codes to allow short-term occupancy of RVs in residential zoning districts. Staff drafted updates to the applicable code sections and the Planning Commission held three workshops to refine the amendments. At the conclusion of the third workshop, the Planning Commission set the public hearing for September 5, 2024, to provide an opportunity for the public to comment on the proposed changes to the Building and Zoning codes. The public hearing occurred on September 5, 2024 with no comments from the public being entered into the open record at the hearing.

The public hearing closed with the Planning Commission recommending approval of the draft ordinance amending OMC provisions regulating temporary occupancy of RVs, with one noted edit to the draft OMC 13-4-2(D)(8). The edit removed a previous prohibition on RVs being located in any critical area or its buffer, given the comment from DOH (Exhibit 3) identifying that much of Orting is within a critical aquifer recharge area (CARA), a regulated critical area. Given that the storage of RVs in a CARA is not a prohibited action as per Orting's Critical Area Ordinance, OMC 13-4-2(D)(8) has been redrafted to read: "The unit shall comply with all applicable requirements in Title 11 - Critical Areas and Shoreline Management."

Proposal

The proposal to amend the Building and Zoning codes includes updating several code sections pertaining to RVs to align the codes and ensure consistency. Providing cohesive regulations allows predictability for those wishing to live temporarily in an RV and clarifies the rules for permit reviewers and enforcement staff.

In addition to minor text changes throughout that are necessary for clarity, Staff is proposing the following updates:

OMC 10-14: removing references to mobile homes from the code sections related to temporary uses. The term "mobile home" refers to a product that has not been built since 1976.

OMC 10-14-1: adding OMC 10-14-1:C to reference the definition of recreational vehicle that is in Title 13.

OMC 10-14-2: adding a time limit of 24 hours in a 180-day period for emergency or temporary parking of RVs in the right-of-way.

OMC 10-14-3: removing the section regarding RVs on public property because City staff and the City attorney have determined that it is unnecessary and possibly inappropriate for the regulations pertaining to RVs in the right-of-way to be located in the building and zoning codes. Further, the Right-of-Way code would supersede the Building and Zoning codes, there is not an appeal process that correlates with provisions as located, and the City Council is the appropriate body to establish the limits for RVs in rights-of-way.

OMC 10-14-3:C: changing to resolve the conflict between the building codes and zoning codes to allow temporary occupation of an RV for 180 days when it is located on a permitted remodeling or building site in a residential zoning district (with the potential to renew for another 180 days). Staff proposes additional updates to specify that when temporary occupancy is allowed permit fees must be paid, the RV may not be located in the right-of-way, and the RV must not be leaking illicit discharges.

OMC 10-14-5: repealing this section because permit fees are not determined by resolution of the Mayor and City Council, and to avoid redundancy with OMC 10-14-3:C.

OMC 13-2-19: revising the definition of recreational vehicle to include travel trailers and other types.

OMC 13-4-2:C: creating a new section for temporary classrooms to provide clarity and provisions for the use. Temporary classrooms are currently an allowed temporary use listed under the section titled “Temporary Housing Unit.”

OMC 13-4-2:D: revising the section titled “Temporary Housing Unit” to ensure consistency with OMC 10-14-3:C. Such revisions include requiring compliance with OMC 10-14-3, requiring placement on a site consistent with OMC 13-5-3, requiring provisions for water and sewer, and clarifying that the regulations do not pertain to RVs located in an approved RV Park.

OMC 13-4-2:E: adding OMC 13-4-2:E to allow short-term occupancy of an RV, for a period no greater than 14 days, pursuant to the granting of a temporary use permit, when the RV is not located in the right-of-way, and the RV is not connected to sewer or water.

OMC 13-5-3: updating the section to clarify that either one RV and one boat, or two boats may be stored in the front yard of a lot if it is being stored on an improved surface and meets all other applicable code sections.

Public Comments

As of the time of the report, the City has not received comments from the public and has received one comment from the Department of Health.

SEPA Environmental Review

The City issued a Determination of Nonsignificance (DNS) on August 21, 2024. Staff issued the Notice of DNS by publishing in the newspaper of record, posting on the City’s website, and posting on-site at City Hall, per OMC 15-14-5-3. The comment period for the DNS concluded on September 4, 2024, and the City had not received any comments. Anyone may file an application to appeal the City of Orting’s environmental determination within 10 days of the end of the final SEPA comment period pursuant to OMC 15-14-7-5. As of the date of this report, no appeals have been filed against the project’s SEPA threshold determination.

Findings and Review

The draft Ordinance, as provided with this staff report under Exhibit 1, shows the suggested findings for the adoption of the ordinance. Exhibit 2 documents environmental elements included under SEPA and details the current codes (local, state, etc.) and adopted plans that protect such elements, or provide for mitigation from impacts.

Recommendation

Staff recommends the City Council move the proposed ordinance forward to regular business on October 9, 2024 for a public hearing with possible action to follow.

Public Hearing

A public hearing is recommended to be held by the City Council on October 9, 2024.

Appeal

Per OMC 15-10-2, applicants or parties of record may appeal recommendations of the Planning Commission to the City Council.

CITY OF ORTING

WASHINGTON

ORDINANCE NO. 2024-1133

AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON, RELATING TO THE CITY'S REGULATIONS FOR THE PARKING AND TEMPORARY OCCUPATION OF RECREATIONAL VEHICLES WITHIN THE CITY; AMENDING ORTING MUNICIPAL CODE (OMC) CHAPTER 10-14, OMC 13-2-19, OMC 13-4-2, AND OMC 13-5-3.K.1.a; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Orting, Washington is fully planning under the state Growth Management Act (GMA); and

WHEREAS, in 1973 the City of Orting adopted regulations prohibiting the parking and occupation of a mobile home, or factory-built homes anywhere in the city outside of an approved mobile home park; and

WHEREAS, the City of Orting amended sections of Titles 10, 13, and 14 of the Orting Municipal Code (OMC) relevant to the parking and occupation of recreational vehicles (RVs) through Ordinance 2019-1053; and

WHEREAS, there are conflicting regulations within various code sections of the Orting Municipal Code regarding temporary occupation and parking of RVs; and

WHEREAS, the City of Orting desires to clarify and amend the regulations pertaining to the occupation and parking of RVs; and

WHEREAS, the City Council intends by this ordinance to allow very short-term occupancy of RVs on lots in the residential zoning districts; and

WHEREAS, the Planning Commission held a public hearing and considered this Ordinance on September 5, 2024; and

WHEREAS, a 60-day notice of intent to adopt the proposed amendments in this Ordinance was provided to Department of Commerce on August 6, 2024; and

WHEREAS, on October 9th, 2024 the City Council held a public hearing on the proposed code amendments in this Ordinance; and

WHEREAS, the City Council has determined that the proposed code amendments in this Ordinance are consistent with the goals and policies of the City’s comprehensive plan, and will serve the public health, safety and general welfare;

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

Section 1. Amendment: Orting Municipal Code (OMC) Chapter 10-14, OMC 13-2-19 (definition of “Recreational Vehicle” only), OMC 13-4-2, and OMC 13-5-3.K.1.a, and are hereby amended as set forth in **Attachment A**, attached hereto.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this Ordinance, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

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

Section 4. Transmittal to State. Pursuant to RCW 36.70A.106, a complete and accurate copy of this Ordinance shall be transmitted to the Department of Commerce within ten (10) days of adoption.

Section 5. Effective Date. This Ordinance shall take effect and be in force five (5) days after its approval, passage and publication as required by law.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 9th day of October, 2024.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kim Agfalvi, City Clerk

Approved as to form:

Charlotte A. Archer
Inslee Best
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.
Date of Publication:
Effective Date:

Attachment A

TITLE 10 BUILDING AND CONSTRUCTION

CHAPTER 14 PARKING AND OCCUPYING ~~MOBILE HOMES~~ RECREATIONAL VEHICLES

10-14-1 : UNLAWFUL PARKING OR OCCUPATION OF ~~MOBILE HOME OR~~ RECREATIONAL VEHICLES:

- A. Prohibition: It is unlawful, within the City limits, for any person to park or occupy any ~~mobile home~~ ~~or~~ recreational vehicle within the City except as provided in this Chapter.
- B. Exception: This Section shall not apply to manufactured homes as defined in OMC 13-2-14. (1973 Code § 14.40.010; amd. Ord. 2019-1053, 11-25-2019)
- C. For purposes of this chapter, "recreational vehicle" shall have the same meaning as stated in OMC 13-2-19.

10-14-2 : EMERGENCY OR TEMPORARY STOPPING OR PARKING:

Emergency or temporary stopping or parking of ~~a mobile home or a~~ recreational vehicle is permitted on any street, alley or highway for a period of no longer than twenty-four (24) hours in a 180-day period, and subject to any other regulation or ordinance prohibiting or restricting parking. (1973 Code § 14.40.020; amd. Ord. 2019- 1053, 11-25-2019)

10-14-3 PERMISSIBLE PARKING OF ~~MOBILE HOMES AND~~ RECREATIONAL VEHICLES:

No person shall park or occupy a ~~mobile home or~~ recreational vehicle within the City outside of an approved manufactured home park, or recreational vehicle park/campground, except:

A. Within A Building: ~~That the~~ The parking of one unoccupied ~~mobile home or~~ recreational vehicle in a private garage building is permitted, provided no living quarters shall be maintained or any business practiced in said ~~mobile home or~~ recreational vehicle;

B. Selling or Renting: ~~That the~~ The parking of an unoccupied ~~mobile home or~~ recreational vehicle in a lot devoted for the purpose of selling, renting or otherwise disposing of ~~mobile homes~~ recreational vehicles is permitted provided ~~the mobile home~~ each recreational vehicle is ten feet (10') or more from any other ~~mobile home~~ recreational vehicle, building or structure;

C. Temporary Parking for a ~~Mobile Home or~~ Recreational Vehicle:

~~1. Mobile Homes: That a mobile home may be parked for a period not to exceed one hundred eighty (180) days on private property, provided the person desiring to so park and occupy the same shall first apply and obtain from the Code Enforcement Officer, a permit to do so, which application shall~~

~~state the location at which the mobile home is to be parked, the motor vehicle license number and a general description of the mobile home for which permission is requested, and shall pay a permit fee in an amount set by Resolution of the City Council; provided, further, that such occupancy shall at all times comply with all regulations relating to health and sanitation, and shall also comply with electrical requirements of applicable ordinances. The permit to park and occupy the mobile home may be extended by the Code Enforcement Officer upon written request setting forth the need of extending the time, but such extension shall not exceed one hundred eighty (180) additional days. Parking and occupancy of recreational vehicles and mobile homes shall continue to be subject to restrictions set forth in OMC 13-5-3(k)(1)(a).~~

~~2. Recreational Vehicles On Public Property: No recreational vehicle shall stand or be parked on any street, right-of-way, alley or public place in the City for a period exceeding seventy two (72) hours in a one week period, provided that the Recreational Vehicle is parked in compliance with all provisions of the OMC, including but not limited to Title 7, and state law, including but not limited to WAC 308-330 et seq. No recreational vehicle shall stand or be parked for any period of time between sunset and sunrise in any City park or upon any other City owned property, excluding a street or right of way, unless that area is posted granting permission to so use or as specified in this code.~~

~~3. Recreational Vehicles on Private Property: A recreational vehicle may stand or be parked and used or occupied on private property with the permission of the lawful occupant thereof~~ owner of the lot upon which it will be placed, for a period not to exceed one hundred eighty (180) days within a twelve (12)-month period. ~~;~~ provided, that: The temporary occupation of the recreational vehicle shall be accessory to an active building or remodel permit that has been issued for construction located on the same lot where the recreational vehicle is placed and is subject to the following:

1.a. The lawful occupant of the ~~premises~~ recreational vehicle shall register with the Code Enforcement Officer prior to occupying the recreational vehicle on the premises, and pay required permit fees as established by resolution of the City Council; ~~and~~

2b. The recreational vehicle shall be inspected by the City if connected to sewer or to a Tacoma-Pierce County health department approved septic system.;

3e. The recreational vehicle shall be located on ~~the premises~~ a lot in a residential zoning district in accordance with the provisions of OMC Title 13, Chapter 5; ~~and~~

4d. Such use or occupancy shall not create a public health hazard or nuisance, as determined by the City;-

5e. The recreational vehicle ~~Shall~~ shall not be parked on or overhanging a public right of way (street or sidewalk); and

6f. The recreational vehicle shall not leak or cause illicit discharges to stormwater drainage systems, surface water or groundwater in accordance with OMC 9-5A-9:H; sites are subject to inspection for illicit discharges in accordance with OMC 9-5B-10.

7. Once a recreational vehicle is registered for occupation on private property for a period of one hundred eighty (180) days, the one hundred eighty (180) day period may be extended by the Code Enforcement Officer, upon written request setting forth the need of extending the time, but such extension shall not exceed one hundred eighty (180) additional days.

D. Outdoor Storage Of Recreational Vehicles: The outdoor storage of unoccupied recreational vehicles in the residential zones is permitted without a permit, pursuant to OMC 13-5-3.

10-14-4 : ~~FACTORY-BUILT HOUSING~~ PENALTY:

A. Any person violating any of the provisions of this Chapter is guilty of a civil infraction with penalties, plus statutory assessments, as follows:

1. The maximum penalty and the default amount for a first offense within a one year period, designated as a Class 4 civil infraction, shall be sixty dollars (\$60), not including statutory assessments;

2. The maximum penalty and the default amount for a second offense within a one year period, designated as a Class 3 civil infraction, shall be one hundred twenty dollars (\$120), not including statutory assessments;

3. The maximum penalty and the default amount for a third offense within a one year period, designated as a Class 2 civil infraction, shall be three hundred dollars (\$300), not including statutory assessments;

4. The maximum penalty and the default amount for a fourth offense and each additional offense within a one year period, designated as a Class 1 civil infraction, shall be six hundred dollars (\$600), not including statutory assessments.

B. Joint and Several Responsibility And Liability: Responsibility for violations subject to enforcement under this chapter is joint and several, and the city is not prohibited from taking action against a party where other persons may also be potentially responsible for a violation, nor is the city required to take action against all persons potentially responsible for compliance. (1973 Code § 14.40.080; amd. Ord. 2019-1053, 11- 25-2019)

10-14-5 : ~~PERMIT TO PARK ON PRIVATE LAND; FEES~~ REPEAL

~~Permits for parking on private land shall cost such sum as provided by resolution of the Mayor and City Council for each trailer. (1973 Code § 14.40.060; 1996 Code)~~

10-14-6 : VIOLATION; ~~PENALTY~~:

Any person violating any of the provisions of this Chapter is guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided in Section 1-4-1 of this Code. (1973 Code § 14.40.080)

TITLE 13 - CHAPTER 2 (partial)

OMC 13-2-19: . . .

RECREATIONAL VEHICLE: A recreational vehicle is a factory built vehicular structure designed only for recreational use and not as a primary residence or for permanent occupancy, built and certified in accordance with NFPA 1192–15 or ANSI A119.5–09 consensus standards for recreational vehicles and not certified as a manufactured home. It is designed to be self-propelled or permanently towable and shall include, but not be limited to, travel trailers, campers, motor homes, and camping trailers.

. . .

TITLE 13 - CHAPTER 4 TEMPORARY USES/TEMPORARY HOUSING UNITS

13-4-1 : PURPOSE:

The purpose of this chapter is to establish allowed temporary uses and structures and provide standards and conditions for regulating such uses and structures. (Ord. 792, 7-29-2004)

13-4-2 STANDARDS

A. Temporary Construction Buildings: Temporary structure for the storage of tools and equipment or containing supervisory offices in connection with major construction projects, may be established and maintained during the progress of such construction on such projects, and shall be abated within thirty (30) days after completion of the project or thirty (30) days after cessation of work or for a period not to exceed the duration of the building permit, whichever is greater.

B. Temporary Real Estate Office: One temporary real estate sales office may be located on any new subdivision in any zone, provided the activities of such office shall pertain only to the selling of lots within the subdivision upon which the office is located; and provided further, that the temporary real estate office shall be removed at the end of a twelve (12) month period, measured from the date of the recording of the map of the subdivision upon which such office is located or at the time specified by the city council.

C. Temporary Classrooms: Portable, modular, or mobile structures that provide classrooms or other school related space are allowed as part of K-12 school facilities and are subject to the provisions of the underlying permit.

D. Temporary Housing Unit: ~~Singlewide mobile homes or manufactured homes~~ A factory built structure may be placed in any zone to provide on-site security and surveillance for public facilities, or a recreational vehicle may be placed in any residential zone for occupancy during the ~~period of time necessary to construct~~ construction or renovation of a permanent dwelling on the same lot or tract, ~~to provide on-site security and surveillance for public facilities, to provide classrooms or other school related space for public schools,~~ or to provide for residential occupancy when permanent homes have been destroyed or damaged by a disaster, provided:

1. The unit meets all applicable codes and regulations including OMC 10-14-3. ~~is removed from the site within thirty (30) days after final inspection of the project, or within one year from the date the~~

~~unit is first moved to the site, whichever may occur sooner.~~ A recreational vehicle may remain on site unoccupied as long as it meets all applicable development standards in Title 13 OMC;

2. The mobility gear is not removed from the unit and the unit is not permanently affixed to the site on which it is located.;

3. The ~~unit recreational vehicle~~ is located on private property in a manner consistent with OMC 13-5-3; ~~not located in any required front or side yard where a rear yard is reasonably accessible, or a side yard is of sufficient size to accommodate the recreational vehicle;~~

4. A temporary permit is issued by the building department prior to occupancy of the unit on the ~~construction~~ site.;

5. Prior to the issuance of a temporary permit for a unit allowed per this section, the site shall be reviewed by the Pierce County health department to determine additional requirements for water supply and/or septic waste disposal or adequacy of existing utilities. The recreational vehicle may be inspected by the City if connected to sewer or to a Tacoma-Pierce County health department approved septic system;

6. In the event the site contains trees or other natural vegetation of a type and quantity to make it possible to partially or totally provide screening on one or more sides of the ~~security~~ unit, the city may require the unit be located so as to take advantage of the natural growing material available to screen said unit from adjacent properties.;

7. Prior to the issuance of a temporary housing permit, the city shall review the application and may require installation of such fire protection/detection equipment as may be deemed necessary as a condition to the issuance of the temporary housing permit.;

and

8. The unit shall comply with all applicable requirements in Title 11 - Critical Areas and Shoreline Management.

9. Recreational vehicles located within an approved recreational vehicle park are not subject to the standards set forth in this Section.

E. A recreational vehicle may be occupied for up to 14 (fourteen) days in a six (6) month period, with one potential extension of 14 (fourteen) additional days, per year, with a temporary use permit when located on a parcel in the RC, RU, or RMF zoning districts, provided:

1. The recreational vehicle shall not be parked on or overhanging a public right of way (street or sidewalk), and

2. The recreational vehicle shall not be connected to sewer or water systems~~except as approved by the City after review of the temporary use permit.~~

The following code sections are included only to demonstrate that the numbering/lettering of sections would change with the proposed changes above. No other updates to the following sections are proposed at this time.

FD. Cargo Containers; When Allowed: Except pursuant to subsections A, "Temporary Construction LM and PF zones pursuant to a type 1 permit as an accessory use and in the RU zone pursuant to a type 3 permit as a conditional accessory use, subject to the following limitations as determined by the city administrator:

1. Only two (2) cargo containers will be allowed per lot with a maximum length of forty feet (40') per cargo container.

2. The cargo container must be located to minimize the visual impact to adjacent properties, parks, trails and rights of way. Property located across a public right of way is not regarded as adjacent property.

3. The cargo container must be sufficiently screened from adjacent properties, parks, trails and rights of way, as determined by the city administrator. Screening may be a combination of solid fencing, landscaping, or the placement of the cargo containers behind, between or within buildings. If a cargo container is located on a lot adjacent to a residential zone, the cargo container shall be no greater in size than ten by twenty feet (10 x 20'), and shall have a stick built structure, with a peaked roof, constructed to completely enclose the container. No stick built structure shall be required if the cargo container is totally screened from adjacent residential properties as determined by the city administrator.

4. If located adjacent to a building, the outdoor cargo container must be painted to match the building's color.

5. Cargo containers may not occupy any required off street parking spaces.

6. Cargo containers may not be used as an accessory dwelling unit.

7. Cargo containers shall meet all setback requirements for the zone.

8. Outdoor cargo containers may not be refrigerated.

9. Outdoor cargo containers may not be stacked.

10. Outdoor cargo containers must comply with all applicable requirements of title 11, "Critical Areas And Shoreline Management", of this code, as now or hereafter amended.

11. Cargo containers shall be prohibited from having windows, heating and cooling, plumbing, or multiple entrances. Cargo containers are allowed to have electric, ventilation, and drainage systems installed that would be necessary to meet the minimum codes and standards for lighting, circulation, and drainage.

12. No signage shall be allowed on any cargo container unless approved in accordance with section 13-7-1 of this title, as now or hereafter amended.

13. Cargo containers shall not be visible from any site designated or identified as a local or national historic landmark or natural area. This includes significant vegetative features, stream and creek corridors, buildings, sites, structures and/or identified viewsheds of historic and/or cultural significance.

14. Cargo containers shall be safe, structurally sound, stable, and in good repair.

15. The location of the cargo container shall not block or impede fire or emergency access and shall not be located within or upon the public right of way except as may be permitted by the governing body managing or controlling the public right of way.

16. Conditional use permit for placement in the RU zone requires that the property be at least five (5) acres or more in size.

GE. Temporary Portable Storage:

1. When Allowed: Cargo containers used for temporary portable storage may be located on property in all residential zones subject to the following:

a. Such cargo containers may be located on property within the city for a period not exceeding fourteen (14) consecutive days in duration from and including the date of delivery to the date of

removal, without registering the property upon which such cargo container is located as provided at subsection ~~E2~~G.2. of this section;

b. No more than one such cargo container may be located on a specific property within the city at one time and each such cargo container shall be individually limited in duration to the time period established herein;

c. Such cargo container may not be removed and relocated on a specific property more than two (2) times in any given thirty (30) calendar day period;

d. Such cargo container shall be located, if feasible, no closer than five feet (5') to the property line;

e. Such cargo container shall be placed on an existing impervious surface; provided that, in the event that it is unfeasible to place the cargo container on an existing impervious surface, the cargo container may be placed anywhere on the property that is otherwise in compliance with this subsection ~~E1~~G.1.;

f. It shall be the obligation of the owner or user of such cargo container to secure it in a manner that does not endanger the safety of persons or property in the vicinity of the cargo container. In the event of high winds or other weather conditions in which such structure may become a physical danger to persons or property, the appropriate law enforcement officers may require the immediate removal of such temporary structure;

g. No such cargo container shall be located in a manner that blocks access to a fire hydrant or obstructs the view of street intersections;

h. No such cargo container shall contain toxic or hazardous materials;

i. No such cargo container shall be located in the public right of way; and

j. No such cargo container shall be used to store solid waste, construction debris, demolition debris, recyclable materials, business inventory, or commercial goods (i.e., used for retail sales), or personal property not from the residential property where the cargo container is located.

k. "Temporary portable storage" shall mean an unoccupied cargo container that is used on a temporary basis for the transient storage of personal property of any kind and which is located for such purposes outside an enclosed building.

2. Registration Required: The owner or occupant of the residential property upon which a cargo container is located pursuant to this subsection ~~E~~G, shall not cause or allow such cargo container to remain on such property beyond the duration specified in subsection ~~E1a~~G.1.a. of this section, unless the property upon which such cargo container has been located is registered with the city administrator and the ten dollar (\$10.00) nonrefundable registration fee has been paid. The registration application shall contain the name of the applicant, whether the person owns, rents, occupies, or controls the property, the street address at which the cargo container has been placed (and assessor's tax parcel number if available), the delivery date, removal date, and a description of the cargo container and its location on the registered property. The effective date of the registration shall be the date of approval of the registration application and the registration shall be conspicuously posted on the cargo container. A cargo container may be located upon the registered property for a period not to exceed sixty (60) days from the date of approval. No property may be registered more than one time in any one hundred eighty (180) day period.

3. Revocation: A violation of any of the provisions of this subsection ~~E~~ shall, in addition to any other penalties provided herein, subject the registration approval to revocation by the city administrator.

4. Removal: The owner or occupant of the residential property is responsible for removing the cargo container from the property at the expiration of the registration approval or sooner if the registration is revoked by the city administrator.

5. Penalties: A violation of any of the provisions of this subsection ~~E~~ shall be and constitute a class IV civil infraction for each day that such violation continues, and any person found to have committed such a violation shall be subject to a maximum fine of twenty five dollars (\$25.00) for each such violation. Imposition of such penalties shall not preclude the city from exercising any other rights or remedies it may have to require or seek removal of a cargo container located in violation of this subsection ~~E~~. (Ord. 889, 9-8-2010)

TITLE 13 – CHAPTER 5 (partial) DEVELOPMENT STANDARDS

13-5-3: LOADING AREA AND OFF STREET PARKING REQUIREMENTS

K. Commercial Vehicles, Recreational Vehicles, And Boats: The following special requirements and performance standards shall apply to private properties located in the Residential-Urban, Residential-Multi-Family, and Residential-Conservation Zones, except as otherwise authorized by the City through a conditional use permit:

1. Outdoor Storage Of Vehicles: The outdoor storage of commercial vehicles, recreational vehicles, boats, and vehicle accessories is permitted in the residential zones, provided the following standards are met. For purposes of this section, "storage" means the keeping of such vehicles and accessories on any portion of any parcel of property for a period of seventy two (72) continuous hours or longer.

a. Recreational Vehicles And Boats: ~~Where a rear yard is reasonably accessible or a side yard is of sufficient size to accommodate the recreational vehicle, said r~~A recreational vehicle or boat shall not be stored in the front yard of a lot, unless said recreational vehicle or boat is stored on an improved, durable, dustless surface and where primary access is taken to and from the lot. In no instance shall a recreational vehicle or boat be stored such that any portion of the vehicle encroaches upon a site distance area that would create a traffic hazard; nor shall a recreational vehicle or boat be stored on or overhang a public right-of-way. A maximum of one recreational vehicle and one boat may be located in the front yard of a lot; it is also permissible to store two boats in the front yard of a lot when stored in conformance with Titles 8, 10, and 13 of the OMC. It is prohibited to store two recreational vehicles in the front yard of any lot. If located within a required ~~front or street~~ side yard that fronts a street, the storage area for a recreational vehicle or boat shall be improved with a durable and dustless surface and screened from views from adjacent properties.



SEPA Determination of Non-Significance (DNS)

Name of Proposal: Code Amendments to Orting Municipal Code (OMC) 10-14, 13-2-19, 13-4, and 13-5 regarding temporary occupation and storage of recreational vehicles (RVs)

Proponent: City of Orting

Responsible Official: Kimberly Mahoney, Community Development Director
Orting City Hall, 104 Bridge Street South, Orting, WA 98360/ PO Box 489

Description: The proposed code amendments are in response to changes identified by staff and the City Council to regulate temporary occupancy and storage of RVs and ensure consistency within the code. Proposed amendments include amending the code language found in OMC 10-14 to require an active building or remodel permit to allow the temporary occupation of an RV on private property for an extended period of time; amending OMC 13-4-2 to create a permitting process to allow temporary RV occupancy with a time-limit in residential zones; creating provisions to allow RVs to be occupied on a very short-term basis; updates to the definition of Recreational Vehicle in OMC 13-2-19; and updates to OMC 13-5 to further clarify allowed locations for the storage of RVs on private property.

Location: The City of Orting is located between the Puyallup and Carbon Rivers in Pierce County, generally within Township 18N and 19N, Range 5E. This is a non-project action that would be widely applicable in the City of Orting.

Lead Agency: City of Orting

Determination: The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030. This decision was made after review of a completed environmental checklist and other information on file with the lead agency. The information is available to the public on request.

Appeals: The City of Orting’s environmental determination may be appealed by filing an application with the Orting City Planner within ten (10) days of the end of the SEPA comment period pursuant to OMC 15-14-7:5.

This Determination of Nonsignificance (DNS) is issued under WAC 197-11-340. The Lead Agency will not act on this proposal for 14 days from the issue date (issue date: August 21, 2024. Comments must be submitted by 5:00 pm on September 4, 2024). Please submit written comments to Kim Mahoney at the address above, or by email to the City Planner at planner@cityoforting.org.

Kimberly Mahoney, Community Development Director

8/21/2024

Date

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable:

Code Amendments to Orting Municipal Code (OMC) 10-14, 13-2-19, 13-4, and 13-5 regarding temporary occupation and storage of recreational vehicles (RVs)

2. Name of applicant:

**MillieAnne VanDevender, City Planner
City of Orting**

3. Address and phone number of applicant and contact person:

**Mailing Address: PO Box 489, Orting, WA 98360
Phone: 509-380-5883**

4. Date checklist prepared:

August 6, 2024

5. Agency requesting checklist:

City of Orting

6. Proposed timing or schedule (including phasing, if applicable):

The code amendments are a nonproject action undergoing public review. Amendments are anticipated to be adopted by City Council by Fall 2024.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

The code amendments would be subject to review as needed in the future. Any new amendments will require separate environmental review.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

Not applicable; the proposed code amendments do not provide for RVs to use or discharge water or sewer, expand upon utility use, or exceed already adopted impervious surfacing coverage standards that could feasibly reason preparation of environmental documentation.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

None.

10. List any government approvals or permits that will be needed for your proposal, if known.

The proposed amendments would require approval by the Orting City Council and Notice to the

Washington State Department of Commerce.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The proposed code amendments are in response to changes identified by staff and the City Council to regulate temporary occupancy and storage of RVs and ensure consistency within the code. Proposed amendments include amending the code language found in OMC 10-14 to require an active building or remodel permit to allow the temporary occupation of an RV on private property for an extended period of time; amending OMC 13-4-2 to create a permitting process to allow temporary RV occupancy with a time-limit in residential zones; creating provisions to allow RVs to be occupied on a very short-term basis; updates to the definition of Recreational Vehicle in OMC 13-2-19; and updates to OMC 13-5 to further clarify allowed locations for the storage of RVs on private property.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The City of Orting is located between the Puyallup and Carbon Rivers in Pierce County, generally within Township 18N and 19N, Range 5E. This is a non-project action that would be widely applicable throughout the City of Orting.

B. Environmental Elements

1. Earth

a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

Topography within the city is generally flat across the valley floor, with steeper slopes surrounding the developed areas. The valley floor slopes gently from south (300 feet NAVD 88) to north (140 feet NAVD 88).

b. What is the steepest slope on the site (approximate percent slope)?

Not applicable (N/A), there is not a development proposal associated with the proposed amendments. Slopes throughout the city vary and will be assessed at the time of future site-specific permit applications.

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

N/A. There is not a development proposal associated with the proposed amendments.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

N/A. There is not a development proposal associated with the proposed amendments. Soil studies will be conducted in conjunction with future site-specific permit applications in the city, as applicable.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

N/A. There is not a development proposal associated with the proposed amendments. Further, the proposed code amendments largely govern temporary uses which most likely would not require filling, excavation, and grading activities. If such activities are proposed, they will be assessed at the time of future site-specific permit applications in the city.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

N/A. There is not a development proposal associated with the proposed amendments. Erosion impacts will be assessed at the time of future site-specific permit applications in the city.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

N/A. There is not a development proposal associated with the proposed amendments. Impervious surface coverage will be addressed at the time of future site-specific permit applications in the city.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

N/A. No development activity is proposed in conjunction with this non-project action; measures to reduce and control erosion caused by site development will be assessed at the time of future site-specific permit applications in the city.

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

N/A. There is not a development proposal associated with the proposed amendments. Future proposals for temporary occupancy of Recreational Vehicles will be subject to

all applicable regulations for air quality. Emissions to the air would be assessed at the time of future site-specific permit applications in the city.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

N/A. There is not a development proposal associated with the proposed amendments. Off-site sources of emissions will be assessed at the time of future site-specific permit applications in the city.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

N/A. No development activity is proposed in conjunction with this non-project action; measures to reduce or control air emissions will be addressed at the time of future site-specific permit applications in the city.

3. Water

a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

N/A. This is a non-project action that would affect multiple parcels throughout the City. The Puyallup and Carbon Rivers are on or near some parcels in the City.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

N/A. This is a non-project action that does not require work over, in, or adjacent to surface water bodies. Surface water impacts will be assessed at the time of future site-specific permit applications in the City.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A. There is not a development proposal associated with the proposed amendments. Fill and dredge material will be assessed at the time of future site-specific permit applications in the City.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

N/A. There is not a development proposal associated with the proposed amendments. Surface water impacts will be assessed at the time of future site-specific permit applications in the City.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

The proposal is a non-project action applicable throughout the City. There may be some parcels that lie within a 100-year floodplain which would be assessed at the time of a site-specific

proposal in the City. Proposals to place an RV on a parcel in the floodplain will be subject to OMC 14-1-10 which contains regulations for RVs in flood prone areas.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

The non-project proposal includes the addition of code language prohibiting discharges to surface water or groundwater from RVs (OMC 10-14-3:C). Provisions for waste material discharge will be assessed at the time of future site-specific permit applications in the City and will be subject to any existing and proposed regulations.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

The proposed nonproject action would not cause direct impacts to groundwater within the City of Orting. Well water uses will be assessed at the time of future site-specific permit applications in the City.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

The proposed nonproject action would not cause any direct impacts to groundwater within the City of Orting. Any future site-specific development proposals with potential to impact groundwater would be subject to the provisions of further environmental review.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

N/A. There is not a development proposal associated with the proposed amendments. Sources of water runoff will be assessed at the time of future site-specific permit applications.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

The non-project proposal includes the addition of code language prohibiting discharges to surface water or groundwater from RVs (OMC 10-14-3:C). Provisions for waste material discharge will be assessed at the time of future site-specific permit applications and will be subject to existing and proposed regulations.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

N/A. There is not a development proposal associated with the proposed amendments. Impacts

to drainage patterns will be assessed at the time of future site-specific permit applications in the City.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

N/A. No development activity is proposed in conjunction with this non-project action; measures to control/reduce runoff water and reduce impacts to drainage patterns will be assessed at the time of future site-specific permit application in the City.

4. Plants

a. Check the types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- Orchards, vineyards or other permanent crops.
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

The City of Orting supports a wide variety of vegetation types including deciduous, evergreen, wetland, and others. The proposed nonproject action would not directly impact plants.

b. What kind and amount of vegetation will be removed or altered?

N/A. There is not a development proposal associated with the proposed amendments.

c. List threatened and endangered species known to be on or near the site.

N/A. There is not a development proposal associated with the proposed amendments.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

N/A. There is not a development proposal associated with the proposed amendments. Landscape design and vegetation retention will be assessed at the time of future site-specific permit applications in the City, as applicable.

e. List all noxious weeds and invasive species known to be on or near the site.

N/A. There is not a development proposal associated with the proposed amendments. Landscape design and vegetation retention will be assessed at the time of future site-specific permit applications in the City, as applicable.

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____

The City of Orting widely observes the presence of bird, mammal, and fish species. The proposed nonproject action would not directly impact animal species within the City.

- b. List any threatened and endangered species known to be on or near the site.

N/A. There is not a development proposal associated with the proposed amendments which pertain to temporary occupation of RVs. Threatened and endangered species will be assessed at the time future site-specific permit applications in the City as applicable.

- c. Is the site part of a migration route? If so, explain.

Anadromous fish, migratory birds, and other wildlife use the Puyallup and Carbon Rivers and the general vicinity of the Orting shoreline area as a migration route; however, effects to migratory birds or anadromous fish are not anticipated as a result of this nonproject action.

- d. Proposed measures to preserve or enhance wildlife, if any:

N/A. No development activity is proposed in conjunction with this non-project action; any necessary measures to preserve or enhance wildlife will be assessed at the time of future site-specific permit applications in the City.

- e. List any invasive animal species known to be on or near the site.

N/A. There is not a development proposal associated with the proposed amendments. Threatened and endangered species will be assessed at the time of future site-specific permit applications in the City.

6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

N/A, there is no development activity associated with proposed code amendments. Energy needs for allowed temporary uses will be assessed at the time of future site-specific permit application.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

N/A, there is no development activity associated with proposed code amendments. Impacts to solar energy will be assessed at the time of future site-specific permit application.

- c. What kinds of energy conservation features are included in the plans of this proposal?
List other proposed measures to reduce or control energy impacts, if any:

N/A, no development activity is proposed in conjunction with this non-project action.

7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal?
If so, describe.

N/A, there is no development activity associated with the proposed code amendments. The potential for environmental health hazards will be assessed at the time of future site-specific permit applications.

- 1) Describe any known or possible contamination at the site from present or past uses.

N/A, there is no development activity associated with proposed code amendments. Site contamination will be assessed at the time of individual development permit applications.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

N/A, hazardous chemicals or conditions will be assessed at the time of future site-specific permit applications.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

N/A, toxic or hazardous chemical storage will be assessed at the time of future site-specific permit applications.

- 4) Describe special emergency services that might be required.

N/A, special emergency services are not required for a non-project action. Allowed temporary occupancy of RVs may require emergency services similar to a single-family residential structure which is within the capacity of emergency service providers in Orting.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

N/A, no development activity is proposed in conjunction with this non-project action; proposed measures to reduce or control environmental health hazards will be assessed at the time of future site-specific permit applications.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

N/A. There is not a development proposal associated with the proposed amendments. Noises will be assessed at the time of future site-specific permit applications City.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

There is not a development proposal associated with the proposed amendments, however the updated codes would allow temporary occupancy of an RV. Allowed temporary occupation of an RV would produce levels of noise similar to a single-family residential structure.

3) Proposed measures to reduce or control noise impacts, if any:

N/A. There is not a development proposal associated with the proposed amendments. Proposed measures to reduce or control noises will be assessed at the time of future site-specific permit applications.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

N/A. There is not a development proposal associated with the proposed amendments. Site use and adjacent property use will be assessed at the time of future site-specific permit applications in the City.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

N/A. There is not a development proposal associated with the proposed amendments and there will be no agricultural or forest land of long-term commercial significance converted to other uses as a result of the proposal.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

N/A. There is not a development proposal associated with the proposed amendments. Surrounding uses will be assessed at the time of future site-specific permit applications in the City.

c. Describe any structures on the site.

N/A. There is not a development proposal associated with the proposed amendments. Site structures will be assessed at the time of future site-specific permit applications.

d. Will any structures be demolished? If so, what?

N/A. There is not a development proposal associated with the proposed amendments. Site

structures will be assessed at the time of future site-specific permit applications.

e. What is the current zoning classification of the site?

The City of Orting has multiple zoning districts, including mixed use, light manufacturing, public facilities, residential, open space and recreation, and water bodies. The proposed nonproject action would not change zoning within the city. The proposed code updates would allow temporary occupancy of recreational vehicles in residential zoning districts.

f. What is the current comprehensive plan designation of the site?

The City of Orting has multiple comprehensive plan designations, including mixed use, light manufacturing, public facilities, residential, open space and recreation, and water bodies. The proposed nonproject action would not change land uses within the city.

g. If applicable, what is the current shoreline master program designation of the site?

There are sites within the city with shoreline master program designations. The proposed nonproject action would not change these designations within the city. Such designations will be assessed at the time of future site-specific permit applications.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Portions of the city contain wetlands, fish and wildlife habitat, floodplains, and steep slopes. This nonproject action would not affect any currently designated environmentally critical areas within the City of Orting.

i. Approximately how many people would reside or work in the completed project?

N/A. There is not a development proposal associated with the proposed amendments. This will be addressed at the time of future site-specific permit applications within the City.

j. Approximately how many people would the completed project displace?

There is not a specific development proposal associated with the proposed amendments. However, the proposal to allow and regulate temporary occupancy of recreational vehicles is not expected to create any displacements.

k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A. There is not a development proposal associated with the proposed amendments. Proposed measures to avoid or reduce displacement impacts will be assessed at the time of future site-specific permit applications.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

N/A. There is not a development proposal associated with the proposed amendments. Proposed measures to ensure compatibility will be assessed at the time of future site-specific permit applications.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

N/A. There is not a development proposal associated with the proposed amendments and there are no agricultural and forest lands of long-term commercial significance within the city.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Since this is a non-project action, no housing units would be created by the proposal. The proposed code updates would clarify the regulations pertaining to temporary occupancy of factory-built structures such as RVs.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

N/A, since this is a non-project action, no housing units would be eliminated.

c. Proposed measures to reduce or control housing impacts, if any:

N/A, since this is a non-project action to clarify the regulations pertaining to temporary occupancy of factory-built structures such as RVs, no housing units would be affected; therefore, no mitigation is proposed.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

N/A, since this is a non-project action, no structures will be constructed. Future site-specific proposals will be subject to all applicable regulations pertaining to building height(s) and material(s).

b. What views in the immediate vicinity would be altered or obstructed?

N/A, since this is a non-project action with no proposed development, no views will be impacted.

c. Proposed measures to reduce or control aesthetic impacts, if any:

No development activity will occur in conjunction with this non-project action; therefore, no mitigation measures are proposed.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

N/A, no development activity will occur in conjunction with this non-project action; therefore, no new sources of light or glare will be produced. Light and glare will be assessed at the time of

future site-specific permit applications.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

N/A. There is not a development proposal associated with the proposed amendments. Light or glare impacts will be assessed at the time of future site-specific permit applications in the city.

- c. What existing off-site sources of light or glare may affect your proposal?

N/A. There is not a development proposal associated with the proposed amendments. Off-site light or glare will be assessed at the time of future site-specific permit applications.

- d. Proposed measures to reduce or control light and glare impacts, if any:

N/A, no development activity is proposed in conjunction with this non-project action; proposed measures to reduce or control light or glare will be assessed at the time of future site-specific permit applications.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

There are many designated and informal recreational opportunities in the City of Orting.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

N/A. There is not a development proposal associated with the proposed amendments. The proposed code updates to allow temporary occupation of RVs or govern their storage will not cause displacement of recreational uses.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

N/A, no development activity is proposed in conjunction with this non-project action; measures to reduce or control recreational impacts will be assessed at the time of future site-specific permit applications.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.

N/A. There is not a development proposal associated with the proposed amendments. Historical structures or sites will be assessed at the time of future site-specific permit applications in the City.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

N/A. There is not a development proposal associated with the proposed amendments. Evidence of Indian or historic use will be assessed at the time of future site-specific permit applications.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

N/A. There is not a development proposal associated with the proposed amendments. Methods to assess potential impacts to cultural and historic resources will be determined at the time of future site-specific permit applications in the City.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A. There is not a development proposal associated with the proposed amendments. Measures to avoid, minimize or compensate resource impacts will be assessed at the time of future site-specific permit applications in the City.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

The City of Orting is served by a regional transportation system that includes State Route 162 and several local roadways. No direct impacts to the transportation system would result from the proposed nonproject action.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

The City of Orting is not served by public transit.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

N/A. There is not a development proposal associated with the proposed amendments.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

N/A. There is not a development proposal associated with the proposed amendments. The proposed temporary occupancy of recreational vehicles will not require any new or improvements to existing transportation infrastructure.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

N/A. There is not a development proposal associated with the proposed amendments. Impacts to water, rail, or air transportation will be assessed at the time of future site-specific permit applications in the City.

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

N/A. There is not a development proposal associated with the proposed amendments. Vehicular trips will be assessed at the time of future site-specific permit applications.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

N/A. There is not a development proposal associated with the proposed amendments. Impacts to/from the movement of agricultural and forest products will be assessed at the time of future site-specific permit applications.

h. Proposed measures to reduce or control transportation impacts, if any:

N/A, no development activity is proposed in conjunction with this non-project action; measures to reduce or control transportation impacts will be assessed at the time of future site-specific permit applications.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

This non-project action will not result in an increased need for public services. This will be further assessed at the time of future site-specific permit applications.

b. Proposed measures to reduce or control direct impacts on public services, if any.

N/A, no development activity is proposed in conjunction with this non-project action. Temporary occupancy of RVs may require police or fire services akin to a single-family residence; these are expected to be infrequent temporary impacts and within the capacity of Orting's emergency service responders. As-needed measures to reduce or control public service impacts will be assessed at the time of future site-specific permit applications.

16. Utilities

a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

All listed utility services are provided within the City.

d. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

N/A, exact utilities provided will be determined at the time of future site-specific permit applications but in no instance would permit water or sewer utility connections to RV temporary occupancy.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.



Signature: _____

Name of signee Kimberly Mahoney

Position and Agency/Organization Community Development Director, City of Orting

Date Submitted: August 21, 2024

D. Supplemental sheet for nonproject actions

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposed code amendments are not expected to have any impact on air emissions, the production, storage, or release of toxic or hazardous substances or noise.

Proposed measures to avoid or reduce such increases are:

Any future development in the city will be subject to the City of Orting requirements for drainage; air emissions; production, storage, or release of toxic or hazardous substances; and noise. OMC Title 5 provides specific regulations related to noise control, air quality, and storage and disposal of toxic or hazardous substances. OMC Title 9 provides regulations for water quality and stormwater management. Compliance with these adopted provisions would inherently ensure compliance with the municipal stormwater permit issued to the City of Orting by the Washington Department of Ecology, further avoiding an increased release of toxins or hazardous substances.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The City of Orting Municipal Code Title 11 governs the protection and uses allowed within critical areas and their buffers. These standards include management practices deemed by the Washington State Department of Ecology and the Washington State Department of Commerce to incorporate best available science. The protection of critical areas will not diminish or change under the proposed code amendments.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Development proposals will be required to comply with the standards found in Title 11 – Critical Areas, Title 14 – Flood Control, Title 13-5-2 – Preservation of Significant Trees and Vegetation, and the City of Orting’s Shoreline Master Program in order to protect or conserve plants, animals, and fish. The City will require landscape plans (including significant trees) and critical areas reports for project-level SEPA environmental review for proposals as required under OMC 11-2-1 and OMC 13-5-2, respectively. The City’s Critical Areas Code (Title 11) requires applicants proposing to develop sites containing or adjacent to critical areas have a qualified professional submit a critical areas special study for City review and approval. The proposed code amendments do not affect any of the City’s adopted code in place to protect or conserve plants, animals, fish, or marine life.

3. How would the proposal be likely to deplete energy or natural resources?

The proposed code amendments would not result in the depletion of energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are:

The retention of native vegetation and significant trees is a required stormwater management technique within the City of Orting which aids in the conservation of natural resources. The City of Orting has also adopted a suite of building codes adopted by the Washington State Building Code Council WAC Title 15 to aid in the conservation of energy and resources. These include:

- 1. The International Building Code, published by the International Code Council, Inc.;**
- 2. The International Residential Code, published by the International Code Council, Inc.;**
- 3. The International Mechanical Code, published by the International Code Council, Inc., including the International Fuel Gas Code and the National Fuel Gas Code, published by the International Code Council, Inc., except that the standards for liquified petroleum gas installations shall be NFPA 58 (storage and handling of liquified petroleum gases) and ANSI Z223.1/NFPA 54 (national fuel gas code);**
- 4. The International Fire Code, published by the International Code Council, Inc., including those standards of the National Fire Protection Association specifically referenced in the International Fire Code;**
- 5. Except as provided in Revised Code Of Washington 19.27.170, the uniform plumbing code and uniform plumbing code standards, published by the International Association Of Plumbing And Mechanical Officials; provided that, any provisions of the uniform plumbing code and uniform plumbing code standards affecting sewers or fuel gas piping are not adopted; and**
- 6. The rules adopted by the council establishing standards for making buildings and facilities accessible to and usable by the physically disabled or elderly persons as provided in Revised Code Of Washington 70.92.100 through 70.92.160, as now or hereafter amended.**

The proposed code amendments do not affect the aforementioned adopted codes that protect or conserve energy and natural resources.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposed code amendments would not directly affect environmentally sensitive areas or areas designated (or eligible or under study) for government protection. The City's Critical Areas Code (Title 11) has the purpose of limiting development and alteration of critical areas and requires applicants proposing to develop sites containing or adjacent to critical areas have a qualified professional submit a critical areas special study for City review and approval. The application of the City's critical areas regulations is applied equally to properties in all zones and are unaffected by the proposed code amendments subject to this nonproject action.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Impacts to critical areas will not increase as a result of the proposed code amendments. The proposed amendments will not alter how Title 11 – Critical Areas, Title 14 – Flood Control, and Title 13-5-2-C – Preservation of Significant Trees and Vegetation, are applied to sites in order to protect or conserve plants, animals, floodplains, and critical areas.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposed code amendments would not allow or encourage land or shoreline uses incompatible with existing plans but would clarify when and where temporary occupancy of RVs and where their parking is allowed.

Proposed measures to avoid or reduce shoreline and land use impacts are:

The proposal would limit the temporary occupancy of recreational vehicles to existing residential zoned areas. The proposed code updates also include regulations regarding duration of use and prohibition of placing units in critical areas or associated buffers. Additionally, the proposal includes code language to clarify the use of temporary classroom structures and specifies the use is subject to the provisions of the underlying permit. Compliance with permits required for RV storage or their temporary occupancy would avoid or reduce impacts to shorelines and land uses.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

This is a non-project action and will not increase demands on transportation or public services/utilities since there is no construction associated with the proposal.

Proposed measures to reduce or respond to such demand(s) are:

The proposed code updates would allow temporary occupancy of a recreational vehicle either on a construction site in a residential zone or for a very limited amount of time on a lot in a residential zone. The proposed code updates include prohibitions for connecting to the City's sewer system. The temporary use of RVs would require issuance of a temporary use permit which would include measures to reduce or avoid demands on public services and utilities.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposed amendments to the City's municipal code are not known to conflict with any local, state, or federal laws relating to the protection of the environment.

From: Johnson, Deborah L (DOH) <deborah.johnson@doh.wa.gov>

Sent: Tuesday, August 13, 2024 12:39 PM

To: Guida, Eric (COM)

Cc: Planner

Subject: RE: Planview Submission #2024-S-7318 from Orting

Thanks for spotlighting this, Eric. The timing worked out well as I am monitoring an online meeting much of today so could put an eye to this immediately. I am providing you & Orting's planner with a few observations here.

Presumably any RVs (as defined, to also cover trailers, campers, etc.) in good operating condition are served by holding tanks for potable & waste water. I see several clauses relating to this:

- (existing language to remain) The recreational vehicle shall be inspected by the City if connected to sewer or to a Tacoma-Pierce County health department approved septic system.
- (new added language) The recreational vehicle shall not leak or cause illicit discharges to stormwater drainage systems, surface water or groundwater in accordance with OMC 9-5A-9:H; sites are subject to inspection for illicit discharges in accordance with OMC 9-5B-10
- (existing language as amended) Prior to the issuance of a temporary permit for a unit allowed per this section, the site shall be reviewed by the Pierce County health department to determine additional requirements for water supply and/or septic waste disposal or adequacy of existing utilities. The recreational vehicle may be inspected by the City if connected to sewer or to a Tacoma-Pierce County health department approved septic system
- (existing language as amended) The recreational vehicle shall not be connected to sewer or water systems.

That last bullet is a bit problematic. First, it appears to conflict with the 1st/3rd bullets. If an RV is not allowed to connect to sewer or OSS, where will it dump? Are there commercial pump-outs available in the city to service such needs? Over the time period allowed for occupancy, it will need to empty the holding tank repeatedly.

The size of an RV's holding tanks depends on the type of tank and the type of RV:

Freshwater tanks

Typically range from 20–100 gallons, with larger tanks allowing for longer periods between refills

Black water tanks

Also known as wastewater tanks, these can range from 15–50 gallons, depending on the RV's design. The number of people using the RV and how often the tank needs to be emptied depends on its size

Gray water tanks

These can range from 25–95 gallons, depending on the type of RV. For example, a class A RV might have a 40–65 gallon tank, a fifth-wheel might have a 95 gallon tank, and a travel trailer might have a 25–45 gallon tank. In some cases, the gray tank might be about half again as big as the black tank. ^

(Source: Google AI Overview)

The level of RV use in this scenario doesn't involve or trigger provision of potable water via a public (Group A or B) drinking water system, as it would for a commercial RV park, for example. But that last bullet appears to prohibit a hookup if the "host" property is already served by a public water system. It would then need to rely on holding; similar to the pump-out issue, the question would become how/where they are to refill it.

To address both of these concerns, the City should consider including provisions specifying how & where these units are going to get rid of waste water (legally) & refill potable water.

There is one other problematic clause: "The unit shall not be placed in critical areas or their associated buffers." Orting does not recognize wellhead protection areas, which overlay part of the city, as CARAs. But it does recognize the following areas by soil type/slope (ref. OMC 11-3-5):

High Significance Aquifer Recharge Areas: High significance aquifer recharge areas are areas with slopes of less than fifteen percent (15%) that are underlain by coarse alluvium or sand and gravel.

B. Moderate Significance Aquifer Recharge Areas: Moderate significance aquifer recharge areas are:

1. Areas with slopes of less than fifteen percent (15%) that are underlain by fine alluvium, silt, clay, glacial till, or deposits from the electron mudflow; and

2. Areas with slopes of fifteen percent (15%) to thirty percent (30%) that are underlain by sand and gravel.

(1973 Code § 15.20.050)

C. Low Significance Aquifer Recharge Areas: Low significance aquifer recharge areas are:

1. Areas with slopes of fifteen percent (15%) to thirty percent (30%) that are underlain by silt, clay, or glacial till; and

2. Areas with slopes greater than thirty percent (30%). Low significance aquifer recharge areas are not designated critical areas and are exempt from critical areas review requirements.

I couldn't locate the map folio referenced in OMC 11-1-6 in a quick search, but to the extent these CARAs have been mapped, no RVs would be allowed in those areas. Depending on the extent, this could easily knock out most

or all of the city. (Further, the City may wish to create a cumulative critical areas map to see how much area is precluded from hosting RVs, not just CARAs but all critical area types.)

As with anything for which expedited review is requested, I assume this is being fast tracked for adoption – but I’d encourage the City to step back to consider these points. Also, I don’t see this in the SEPA Register—or any other code amendments for Orting since late 2022—so they will need to wait out SEPA anyway; this would build in some time to address these issues.

Thank you again for checking in. Please let me know if I can provide additional information or answer any questions.

Deborah Johnson

Wellhead Protection Program Coordinator
Office of Drinking Water
Environmental Public Health Division
deborah.johnson@doh.wa.gov
doh.wa.gov | 253-433-4054



From: Guida, Eric (COM) <eric.guida@commerce.wa.gov>
Sent: Tuesday, August 13, 2024 11:16 AM
To: Johnson, Deborah L (DOH) <deborah.johnson@doh.wa.gov>
Subject: Planview Submission #2024-S-7318 from Orting

Hi Deborah,

Orting has made the above-referenced submission, a draft ordinance related to parking and occupation of RVs, for expedited review in Planview.

I’m attaching the PDF of the draft ordinance here.

Here at Commerce, we don’t have a problems approving the submission for expedited review, but I want to check with DOH to see if you had any concerns re RVs and sanitation/public health issues.

If you could let me know by this Thursday, 8/15, that would be great.

Thank you,

Eric

Eric Guida | Senior Planner
Direct: 360.725.3044
Email: eric.guida@commerce.wa.gov

<https://www.commerce.wa.gov/serving-communities/growth-management/>



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Murrey's Franchise Agreement – Second Amendment.	AB24-30	CGA		
		4.3.2024	9.18.2024	
		5.1.2024		
		6.5.2024		
		7.3.2024		
	9.4.2024			
	Department:	Administration		
	Date Submitted:	3.29.2024, 5.30.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Scott Larson			
Fiscal Note:				
Attachments:	Original Franchise and Murrey's Proposed Changes			
SUMMARY STATEMENT:				
<p>The City has been working with Murrey's over the past several months to create a new franchise agreement for the one that expires the end of September. Below are highlights of the changes to the agreement:</p>				
<p>1. Term Extension: Original: The initial term was set to expire on April 30, 2019, with automatic one-year extensions for three additional years. Amended: The new agreement is through December 31, 2032, with automatic renewal for an additional three years unless the City decides otherwise based on performance.</p>				
<p>2. Exclusive Rights and Obligations: Original: Provided the Franchisee the exclusive right to collect and dispose of residential and commercial solid waste, recyclables, and yard debris within the franchise area. Amended: Clarifies the Contractor's exclusive rights and obligations regarding the collection of all solid waste, recyclables, and yard waste within the City limits, including enforcement cooperation and exclusion for certain types of waste.</p>				

3. Collection Services:

Original: Detailed the Franchisee’s responsibilities for collecting various types of waste and set specific requirements for collection methods, frequencies, and customer service.

Amended: Specifies changes to residential collection services, introduces compliance requirements for recyclable material preparation, and establishes liability provisions for damages and performance under contingencies beyond reasonable control.

4. Rate Adjustments:

Original: Allowed for adjustments based on changes to the Consumer Price Index (CPI) and disposal fees, with specific provisions for senior discounts and adjustments for significant increases in fuel costs.

Amended: Revises the rate adjustment process to include an annual CPI adjustment starting March 1, 2025. Also amended the timing of when rates are proposed to allow the city more time to process the rates legislatively.

5. Billing and Customer Service:

Original: Required the Franchisee to maintain a business phone for customer service, respond to complaints, and specified billing cycles for different types of customers.

Amended: Overhauls billing and customer service procedures, detailing billing frequencies, contents of bills, late notices, and procedures for service termination due to non-payment.

6. Liability and Indemnification:

Original: Included provisions for the Franchisee to indemnify the City against certain claims and specified the responsibility for damage to public and private facilities.

Amended: Updates sections related to the Franchisee's duty to defend, indemnify, and hold the City harmless against certain claims, and updates notice provisions.

7. Exhibits and Appendices:

Original: Included specific exhibits detailing rates, service specifications, and other appendices.

Amended: Involves replacing Exhibit A entirely and adding Exhibit A-1 to the Agreement, reflecting the updated terms and conditions.

CM Sproul assisted CA Larson with the negotiation, and presented the agreement to the CGA committee.

RECOMMENDED ACTION: Action:

The CGA committee recommends that council adopt the Franchise Agreement as prepared.

FUTURE MOTION: Motion:

TBD.

COLLECTION FRANCHISE
BETWEEN THE CITY OF ORTING
AND
D.M. DISPOSAL CO., INC.
(version 9.12.2024)

**FRANCHISE AGREEMENT BETWEEN THE CITY OF ORTING
AND
D.M. DISPOSAL CO., INC.**

This Franchise Agreement ("Franchise") is entered into as of the Effective Date, as defined below, by and between the **City of Orting**, a Washington municipal corporation ("the City"), and **D.M. Disposal Co., Inc.** ("Franchisee"), for the collection, transportation, and disposal of solid waste. The City and Franchisee may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Legislature of the State of Washington has authorized and required local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

WHEREAS, the City and Franchisee are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of Solid Waste; and

WHEREAS, Franchisee has represented and warranted to the City that it has the experience, responsibility, and qualifications to provide residents in the franchise area collection and safe transport to disposal facilities of municipal solid waste; and

WHEREAS, the City declares its intention of maintaining reasonable rates for reliable, proven collection, transportation, and disposal of Solid Waste within the area covered by this grant of franchise;

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the Parties mutually agree to the following terms and conditions.

1. DEFINITIONS.

Words used in the present tense in this Franchise include the future tense, in the singular include the plural, in the plural includes the singular, and in the masculine include the feminine gender. Except where the context clearly indicates a different meaning, capitalized words, terms and phrases as used herein shall have the meaning given herein or in Chapter 2 of Title 5 of the Orting Municipal Code as now or hereafter amended. The following words, terms and phrases, when used in this Franchise, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

"Adjusted Gross Revenues", for purposes of this Franchise, shall mean Gross Revenues, net of Franchise Fees, and less any: a) taxes on services furnished by the Franchisee which are imposed directly on any Customer or user by the state, City, or other governmental unit and which are collected by the Franchisee on behalf of said governmental unit; b) bad debt, provided, however, that all or part of any such bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; or c) any revenues generated from the sale of Recyclables or any recycling rebates received from the state.

"Adjustment Date" means the date which occurs annually on each anniversary of the Effective Date.

"City" when used in the sense of carrying out the obligations of this agreement means the Orting City Mayor or the Mayor's designee.

"Construction and Demolition Waste" – Solid Waste (as defined herein) resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products.

"Effective Date" means the date specified at Section 4.3 of this Franchise. In the event that this Franchise is accepted after the Effective Date, the Parties agree that the terms and conditions of the Franchise shall apply and be binding upon the Parties as if the Franchise had been accepted on the Effective Date.

"Excluded Waste" means materials that include hazardous waste, biomedical waste, and other special wastes not permitted for disposal at standard transfer stations or disposal sites. This includes materials considered radioactive, volatile, corrosive, highly flammable, explosive, infectious, biohazardous, or toxic under applicable federal, state, or local laws.

"Franchise Area" means: (i) the entire territory included within the City limits as of the Effective Date of this Franchise; and (ii) such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation, or other means, but only from and after the time that the Franchisee is able to provide collection services in such additional area.

"Garbage" means putrescible and non-putrescible solid and semisolid wastes, including, but not limited to, rubbish, ashes, swill, and discarded commodities that are placed by customers in appropriate bins, bags, cans, or other receptacles for collection.

"Gross Revenues" means any and all revenue of any kind, nature, or form derived or accrued directly or indirectly by the Franchisee, or by Franchisee's Affiliates, from the exclusive collection and disposal of Solid Waste, Recyclables, and Yard Debris pursuant to this Franchise and within the Franchise Area.

"Pierce County Disposal System" means the real property owned, leased, or controlled by the Pierce County Solid Waste Division, Pierce County, Washington for the disposal of Solid Waste, or such other site as may be authorized by the then current Pierce County Comprehensive Solid Waste Management Plan.

"Recyclable Materials" means non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics, textiles, and wood.

"Solid Waste" means all residential and commercial solid waste as set forth in RCW 70A.205.015 generated within the Franchise Area.

"**Tipping Fee**" means the cost charged by the transfer station or landfill to dispose of one ton of refuse.

"**WUTC**" means the Washington Utilities and Transportation Commission.

"**Yard Waste**" means organic materials such as branches (less than 4 inches in diameter), brush, roots, grass clippings, leaves, shrubs, weeds, flowers, and plants.

2. **GRANT OF FRANCHISE.**

2.1 **Exclusive Right.** The Franchisee shall have the exclusive right and the obligation to collect all residential and commercial Solid Waste (including Construction and Demolition Waste), Recyclable Materials, and Yard Waste within the City limits as of the date of this Agreement, with the exception of Solid Waste, Recyclable Materials or Yard Waste self-hauled by the generator; or Yard Waste generated and self-hauled by private landscaping services from landscaping projects on which they are working.

2.2 **Annexation.** If, during the term of the Franchise, additional territory is added to the City through annexation or other means within which the Franchisee has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Franchisee shall make collection in such annexed area in accordance with the provisions of this Franchise at the applicable current unit prices set forth in this Franchise. The City acknowledges that equipment, such as trucks, carts, and containers, may take time to procure, and therefore, shall not penalize the Franchisee for reasonable delays in the provision of services to annexed areas due to procurement delays that are not within the control of the Franchisee. The Franchisee agrees that its certificate applicable to those annexation areas shall be cancelled effective the date of annexation by the City. The Franchisee expressly waives and releases its right to claim any damages or compensation other than those expressly called for in this Section from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing certificate or franchise held by the Franchisee prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory.

2.3 **Police Powers.** Franchisee acknowledges that its rights hereunder are subject to those powers expressly reserved by the City and further are subject to the police powers of the City to adopt and enforce ordinances necessary to protect the health, safety and welfare of the public. Franchisee agrees to comply with all applicable general ordinances now or hereafter enacted by the City pursuant to such power. Such powers include but are not limited to, the right to adopt and enforce applicable zoning, building, permitting and safety ordinances and regulations, the right to adopt and enforce ordinances and regulations relating to equal employment opportunities, and the right to adopt and enforce ordinances and regulations containing consumer protection and service standards and rate regulation provisions consistent with its authority under state and federal law. However, the material rights, benefits, obligations or duties as specified in this Franchise may not be unilaterally altered by the City through subsequent amendments to any ordinance, regulation, resolution or other enactment of the City, except within the lawful exercise of the City's police power.

2.4 Reservation of Rights/Wavier. The City shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law, or to delegate that power and right, or any part thereof, to the extent permitted under law, to any agent at the sole discretion of the City. The City expressly reserves all of its rights, authority, and control arising from any relevant provisions of federal, state, or local laws granting the City rights, authority, or control over the activities of the Franchisee. Nothing in this Franchise shall be deemed to waive the requirements of the various codes and ordinances of the City regarding Solid Waste collection.

2.5 Prior Franchise. The grant of this Franchise shall have no effect on the Franchisee's duty under the prior franchise to indemnify or insure the City against acts and omissions occurring during the period that the prior franchise was in effect, nor shall it operate in any respect to relieve Franchisee of any obligation or liability occurring prior to the grant of the Franchise or of responsibility for acts or omissions occurring prior to the grant of the Franchise, known or unknown, or the consequences thereof, including the review of past performance.

2.6 Coordination with City. The Franchisee's supervisory staff shall be available to meet with the City at the City's offices on request to discuss operational and Franchise issues. Deficiencies identified by the City shall require a corrective plan by the Franchisee within two weeks of written notification.

The Franchisee's corrective plan shall address all identified deficiencies and include a timeline for corrective actions. The Franchisee's corrective plan shall be subject to reasonable review and approval by the City. Upon approval of the corrective plan, Franchisee shall proceed to correct deficiencies. Failure to correct material deficiencies as outlined in the corrective plan and/or failure to initiate corrective actions within thirty (30) days of submittal of the corrective plan shall constitute a failure to perform and the City, in its reasonable discretion, may provide the Franchisee with six (6) month notice of Franchise termination. The City's determination of failure to perform shall not be unreasonable.

The Franchisee shall continually monitor and evaluate all operations to ensure compliance with this Franchise. At the request of the City, the Franchisee shall report its actual performance measures, how they compare with the City's performance requirements, and provide a plan to include timelines for remedial measures to correct any items failing to meet City requirements.

2.7 Franchise Enforcement. Franchisee may independently enforce the exclusivity provision of this Franchise against third party violators, including but not limited to seeking injunctive relief, and the City shall cooperate in such enforcement actions brought by Franchisee.

3. TERM OF FRANCHISE.

(city proposal) The initial term of this Franchise shall commence on the Effective Date as set

forth in Section 4.3 and, unless sooner terminated in accordance with the provisions of this Franchise, shall expire on December 31, 2034. At the City's discretion, the City may give notice to the Franchisee that it would like to extend the Agreement for an additional three (3) year period under the same terms and conditions, with such extension being subject to Franchisee's agreement and acceptance.

4. ACCEPTANCE.

4.1 Acceptance. Within thirty (30) days after the passage and approval of this Franchise by the City Council, this Franchise shall be accepted by Franchisee by filing with the City Clerk during regular business hours, or such other person as may be designated by the City, three originals of this Franchise, with its original signed and notarized written acceptance of all of the terms, provisions, and conditions of this Franchise in conformance with Exhibit "B", together with the following:

4.1.1 The Insurance Certificate in conformance with the requirements of Section 12 herein

In the event that the thirtieth day falls on a Saturday, Sunday, or legal holiday during which the City is closed for business, the filing date shall fall on the last business day before such Saturday, Sunday or legal holiday.

4.2 Failure to Timely File Acceptance. Except as provide in this Section, the failure of Franchisee to timely file its written acceptance as set forth in Section 4.1 shall be deemed a rejection by Franchisee of this Franchise, and this Franchise shall then be void. In the event that Franchisee timely files its written acceptance but fails to timely comply with the applicable requirement of Section 4.1.1, this Franchise shall be voidable in the sole discretion of the Mayor without further action required by the City Council or the consent of the Franchisee. The Franchise shall be voidable until such time as Franchisee complies with all of the applicable requirement of Section 4.1.1. No opportunity to cure or public hearing is required to void the Franchise pursuant to this Section 4.2.

4.3 Effective Date. Except as provided pursuant to Section 4.2 of this Franchise, the Effective Date of this Franchise shall be _____. In the event that this Franchise is accepted after the Effective Date, the parties agree that the terms and conditions of the Franchise shall apply and be binding upon the Parties as if the Franchise had been accepted on the Effective Date. This Franchise and the rights, privileges, and authority granted hereunder, and the contractual relationship established hereby, shall take effect and be in force from and after the Effective Date of this Franchise.

4.4 Effect of Acceptance. By accepting this Franchise the Franchisee:

4.4.1 Accepts and agrees to comply with and abide by all of the terms and conditions of this Franchise;

4.4.2 Acknowledges and accepts the City's legal right to grant this Franchise;

4.4.3 Agrees that it enters into this Franchise freely and voluntarily, without any duress or coercion, after free and full negotiations, after carefully reviewing all of the provisions, conditions, and terms of this Franchise Agreement, and after consulting with counsel;

4.4.4 Acknowledges and agrees that: it has carefully read the terms and conditions of this Franchise; it unconditionally accepts all of the terms and conditions of this Franchise; it unconditionally agrees to abide by the same; it has relied upon its own investigation of all relevant facts; it has had the assistance of counsel; it was not induced to accept this Franchise; this Franchise represents the entire agreement between the Franchisee and the City; and that the Franchisee accepts all risks related to the interpretation of this Franchise;

4.4.5 Guarantees, as a condition of accepting this Franchise and exercising the privileges granted by this Franchise, that any affiliate of the Franchisee offering service in the Franchise Area, or directly involved in the management or operation of the facilities in the Franchise Area, will comply with the terms and conditions of this Franchise;

4.4.6 Warrants that Franchisee has the full right and authority to enter into and accept this Franchise in accordance with the terms hereof, and by entering into or performing this Franchise, Franchisee is not in violation of its charter or by-laws, or any law, regulation, or agreement by which it is bound or to which it is subject; and

4.4.7 Warrants that acceptance of this Franchise by Franchisee has been duly authorized by all requisite Board action, that the signatories for Franchisee hereto are authorized to sign the Franchise acceptance, and that the joinder or consent of any other party, including a court, trustee, or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Franchise.

5. FRANCHISEE SERVICES.

5.1 **Residential Collection Services.** Franchisee shall furnish all labor, supervision, materials, supplies, equipment, and all other items required to collect and dispose of all residential solid waste, recyclables, and yard waste within the City limits. The work to be done by Franchisee as set forth in this Franchise shall be accomplished in a professional manner so that the residents within the Franchise Area are provided reliable, courteous, and high quality collection of Solid Waste.

5.2 **Collection from Multi-Family Residences and Commercial Premises.** Franchisee shall furnish all labor, supervision, materials, supplies, equipment and all other items required to collect and dispose of all Garbage generated or accumulated from Multi-Family Residences and Commercial Premises within the Franchise Area.

5.3 **Collection Frequency and Method.** Franchisee shall collect Garbage from Single-Family Residences on a weekly basis and Recyclables and Yard Debris from Single-Family Residences on an every-other-week basis on alternating weeks. Franchisee shall collect Solid Waste from Multi-Family and Commercial Customers on a weekly basis. All Single-Family Residential collections shall be made at the curb and shall be properly set out for collection on the appropriate day and by the appropriate time established by Franchisee for

collection.

5.4 Collection Hours. Franchisee shall perform collection services within Single-Family Residential and Multi-Family Residential areas only between the hours of 7:00 a.m. and 6:00 p.m. except on Holidays as defined in Section 5.5 of this Franchise; provided, however, that the Parties may otherwise agree with respect to permitted times on days following Holidays, make-up collections, and inclement weather schedules.

Collection from Commercial Customers may be made without restriction as to collection time or day or week, provided that Commercial Customers adjacent to Residences shall be collected during the Single-Family Residential and Multi-Family Residential times specified in this Section.

5.5 Holidays. Franchisee shall perform collection services scheduled for Holidays on the next collection business day following the Holiday and Franchisee may re-schedule the remainder of the week of regular collection to the next succeeding workday, which shall include Saturdays. "Holidays" are defined as days when the Landfill used by Franchisee to dispose of refuse is closed.

5.6 Cart Service. All Residential Customers that sign up for collection of Garbage, Recyclable Materials, and Yard Debris shall use Franchisee-owned Carts, which shall serve as their primary Containers for Solid Waste. Plastic bags may be used for overflow volumes of Garbage as allowed under the Orting Municipal Code, but not as a Customer's primary Container. Commercial Customers shall be provided Franchisee-owned Containers for Solid Waste collection, depending upon the level of service. All Containers provided by Franchisee shall remain the property of Franchisee. Customers shall not overfill Containers, and material that does not fit neatly within a Container may be subject to additional fees, as set forth in Exhibit A. The Franchisee is responsible for collection of all Containers which do not exceed the weight limits, described below:

Micro Can (max 10-gallons)	12 lbs.
Mini Can (max 20-gallons)	24 lbs.
One Can Size (max 32-gallons)	37 lbs.

If a Container exceeds the weight limits set forth in this Section, the Franchisee may refuse service and shall tag the overweight Container. If service can be safely provided, the Franchisee shall charge the equivalent extra bag charge. The Franchisee shall work with Customers to provide alternatives so that future service will not be disrupted. Replacement Containers may be subject to a fee as set forth in Exhibit A.

5.7 Annual Spring Clean Up Day/Christmas Tree Collection. Once each year, on a date mutually agreed upon by the City and the Franchisee, Franchisee shall provide one Residential "Spring Clean-up". The clean-up shall consist of Curbside collection of up to 3 bags (equivalent to 160 gallons) of Garbage, 3 bags of Yard Debris, and one appliance per residence. The clean-up will exclude Bulky Goods. The City also shall prepare and distribute a bulletin describing how to dispose of Hazardous Waste. Once each year, on a date mutually agreed upon

by the City and the Franchisee, Franchisee shall provide Christmas tree disposal.

5.8 Special Pick-Up Service: Bulky Goods. Franchisee shall offer special, on-call Bulky Goods pick-up service to Residential Customers in accordance with the rate schedule set forth in Exhibit "A". Bulky goods shall mean discarded large items of solid waste such as appliances, furniture, small auto parts, and other similar waste materials with weights and volumes greater than one person can lift and greater than those allowed in waste collection bins, carts, or other containers.

5.9 City Facilities and Special Events. Franchisee shall provide service, at no additional charge, to all City facilities, except the wastewater treatment plant, and at annual special events, as set forth in Exhibit D. The City shall have the right to add new City facilities and new special events to Exhibit D during the term of this Franchise, provided that if such addition results in a material increase in Franchisee's costs, then the Parties may adjust Franchisee's rates in accordance with Section 8.3. The Franchisee shall provide a roll off box for special events. The boxes shall be between 20 and 30 yards in size.

During the Term, the Franchisee also agrees to participate in at least two (2) events annually in the City for the purposes of public outreach and education. The City and Franchisee will establish a schedule in the first quarter of the respective year, and the Franchisee shall bring a garbage truck for display at one of those events.

5.10 Changes in Services. The City may require changes in existing services or the addition of new services and Franchisee shall comply with such changes, provided that if such changes result in increases in cost to the Franchisee, Franchisee shall have the right to receive a special rate adjustment pursuant to Section 8.3 of this Franchise, and in no event shall Franchisee be required to provide any additional service or implement any changes in existing service until such time as adjustments in the rates have been made in order to cover the cost of, and compensate Franchisee for providing, such additional or changed service.

If the City wishes to implement a "sustainable collection" program during the term of this Franchise, including but not limited to, bi-weekly collection of Solid Waste, the Parties shall agree to negotiate in good faith regarding the scope of such program, any service modifications, and may mutually agree upon a rate adjustment pursuant to Section 8.3 of this Franchise.

5.11 Garbage Disposal. All Garbage collected under this Franchise shall be delivered to the Pierce County Disposal System.

5.12 Recyclable Materials. Recyclable Materials collection shall be offered to Residential Customers on a mandatory subscription basis, at the collection rates set forth in Exhibit A. Recyclable Materials placed at the Curbside for collection shall be deemed the property of Franchisee and, thereafter, the Franchisee may market or dispose of them in any manner the Franchisee deems to be economically feasible. The Franchisee shall be responsible for all processing, marketing, and sale of Recyclable Materials collected hereunder and shall be entitled to all proceeds therefrom. The Franchisee shall collect all Recyclables from Residential Customers that are properly placed in Franchisee-owned Recycling Carts, are boxed, or are placed in a paper bag next to Customers' Recycling Carts. Each Residential Customer shall be

issued a 96-gallon Recycling Cart by Franchisee, unless the Customer requests a smaller Recycling Cart size. Customers must set out Recyclables uncontaminated with food or other residues. The rates for collection of Residential Recyclables shall be included within Customers' Solid Waste collection rates, as set forth in Exhibit A. The maximum weight allowed for a Recycling Cart is 175 lbs.

5.13 Yard Debris Collection. Yard Debris collection shall be offered to Residential Customers on a subscription basis, at the collection rates set forth in Exhibit A. Yard Debris placed at the Curbside for collection shall be deemed the property of Franchisee and, thereafter, the Franchisee may market or dispose of them in any manner the Franchisee deems to be economically feasible. The Franchisee shall be responsible for all processing, marketing, and sale of Yard Debris collected hereunder and shall be entitled to all proceeds therefrom. The Franchisee shall collect all Yard Debris from subscribing Customers that are properly placed in Franchisee-owned Yard Debris Carts, or are placed in biodegradable Kraft paper bags next to Customers' Yard Debris Carts. Each subscribing Residential Customer shall be issued a 96-gallon Yard Debris Cart by Franchisee (unless the Customer requests a smaller Yard Debris Cart size). The subscription rates for Yard Debris collection service include up to 96 gallons of service capacity, and any materials in excess of 96 gallons properly placed at the Curb shall be subject to extra charges, as set forth in Exhibit A. The maximum weight for a Yard Debris Cart is 250 lbs. Customers must set out Yard Debris uncontaminated with materials that do not qualify as Yard Debris or Food Waste under this Franchise.

5.14 Quality of Recycled Materials: Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as published by Pierce County¹ for garbage management or otherwise provided to customers by Franchisee. If any customer fails to do so, the Franchisee may decline to collect such materials without being in breach of the Agreement. The Franchisee shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities.

5.15 Other Solid Waste Collection Services. The Franchisee may occasionally provide other services related to Solid Waste collection in the City not specifically provided for under this Franchise. In that event, the Franchisee shall use current rates approved by the WUTC under the Franchisee's tariff in unincorporated Pierce County for the service provided. If the intended services are not covered by either this Franchise or the Franchisee's WUTC tariff, the Franchisee shall notify the City and propose a Customer rate for the service. Upon approval of the City, the Franchisee may proceed to offer that service.

5.16 Inclement Weather. When weather conditions are such that the Franchisee's collection of Garbage, Recyclables and Yard Debris would result in danger to the Franchisee's staff, area residents, or property, the Franchisee shall collect only in areas that, in its reasonable discretion, do not pose a danger to life or property. The Franchisee shall notify the City of the areas not serviced as a result of hazardous conditions. Following a service interruption because of inclement weather, the Franchisee shall work in coordination with the City to implement an

¹ Current Pierce County Curbside Recycling List: <https://www.piercecountywa.gov/4665/Detailed-Curbside-Recycling-List>

appropriate schedule for collecting Garbage, Recyclables and Yard Debris from Customers whose service was interrupted. The Franchisee shall collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Franchisee will be provided temporary authorization to perform collection services after 6:00 p.m. and/or Saturdays following disruptions due to weather in order to finish collection routes. Weather policies shall be included in program information available to Customers. On days when inclement weather impacts the collection schedule, the Franchisee shall notify the City and Pierce County of any collection schedule changes.

6. EXCLUDED WASTE.

It is understood that the Franchisee is not authorized and is not required hereunder to collect and transport Excluded Waste that is not acceptable or permitted for disposal at a transfer station or disposal site (collectively referred to as “Excluded Waste”). In addition, Franchisee shall not be required to collect Containers that are not set out or filled in accordance with, or do not meet, Franchisee's collection requirements. Regardless of the reason, when any Solid Waste or other material is not collected by Franchisee, Franchisee shall leave a tag on the Solid Waste or other material stating the reasons for Franchisee's refusal to collect the same. Adequate records of the tags shall be maintained by Franchisee and shall be available to the City for inspection upon reasonable notice during business hours. If Franchisee observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste, Biomedical Waste, or Special Waste unlawfully disposed of or released in reportable quantities in the Franchise Area, including on, in, under or about City property, including streets, easements, rights of way and Containers, Franchisee shall immediately notify the City of the same. Title to and liability for Excluded Waste shall remain with the generator thereof, even if inadvertently collected by Franchisee.

7. STANDARDS FOR COLLECTION AND OPERATION.

7.1 Compliance with Law. Franchisee shall comply with all laws and regulations applicable to Franchisee's operations, including laws, ordinance, rules and regulations of the United States, the State of Washington, the City, and county of the location at which Solid Waste may be transported or disposed of hereunder.

7.2 Spillage. All loads collected by the Franchisee shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing or spillage. Any spillage of materials that occurs during collection shall be immediately cleaned up by the Franchisee at its sole expense. Spillage not immediately cleaned up may be cause for assessment of liquidated damages, as described in Section 10.3 of this Franchise.

All vehicles used in the performance of this Franchise shall be required to carry and regularly maintain spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment brooms, storm drain covers, sweepers, and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up, blowing materials, litter, leaks and spillage of vehicle fluids and leachate. Spill kits shall also include employee spill

containment instructions and procedures as well as a regularly updated list of emergency contacts. The Franchisee shall develop spill response procedures for review and approval by the City before initiating any work under this Franchise. All drivers shall be provided with annual training on the use of spill kits and associated containment and notification procedures.

7.3 Unimproved Public Streets and Private Roads. Residences located in an area that does not allow safe access, tum-around, or clearance for service vehicles shall be provided service if materials are set out adjacent to a public street or private road.

In the event that the Franchisee believes that a private road cannot be safely negotiated or that providing walk-in service for Single-Family Residence Customers is impractical due to distance or unsafe conditions, the Franchisee may request the City to evaluate on-site conditions and make a determination of the best approach for providing safe and appropriate service to the Customers. The City's decision shall be final, provided that the Franchisee shall not be required to endanger workers, equipment, or property.

If the Franchisee believes that there is a probability of private road damage, the Franchisee shall inform the respective Customers and may require a damage waiver (previously approved by the City) or decline to provide service on those private roads.

7.4 Employee Conduct. The Franchisee's employees collecting Garbage, Recyclables and Yard Debris shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty containers. Employees shall not trespass or loiter, cross flower beds, hedges or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Franchise, employees shall wear a professional and presentable uniform with an identifying company emblem visible to the average observer.

If any person employed by the Franchisee to perform collection services is, in the opinion of the City, incompetent, disorderly or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly or unsatisfactory conduct in writing and transmit the documentation to the Franchisee with a demand that such conduct be corrected. The Franchisee shall investigate any written complaint from the City regarding any unsatisfactory performance by any of its workers. If the offending conduct is repeated, the City may require that the person be removed from all performance of additional work under this Franchise. Removal shall be addressed by the Franchisee immediately.

7.5 Carryout Service. The Franchisee shall offer carryout service for Garbage, Recyclables and Yard Debris to households at which the Customer is physically unable to, or is substantially impaired from being able to, transport Garbage, Recyclables or Yard Debris to the Curb for collection, and no other responsible person residing therein is able to transport the Garbage, Recyclable or Yard Debris to the Curb. The Franchisee shall use qualification criteria that are fair and meet the needs of the City's residents. These criteria shall comply with all local, state and federal regulations, and shall be subject to City review and approval prior to program implementation.

7.6 Safeguarding Public and Private Facilities. The Franchisee shall be obligated to protect all public and private improvements, facilities, and utilities, whether located on public or private property, including street Curbs. If such improvements, facilities, utilities, or Curbs are damaged by reason of the Franchisee's negligent operations, the Franchisee shall notify the City immediately in writing of all damage, and the Franchisee shall repair or replace the same. If the Franchisee fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost of doing so shall be billed to the Franchisee or deducted from amounts owed the Franchisee under the Franchise. The City shall not be liable for any damage to property or person caused by the Franchisee, and the Franchisee agrees to indemnify and hold the City harmless for any such damage, unless caused by the City's negligent or willful acts or omissions.

7.7 Equipment. Franchisee shall possess or demonstrate to the City's reasonable satisfaction that it has available to it adequate equipment and vehicles, including reserve or replacement vehicles and equipment, sufficient to perform the services required of Franchisee herein. Franchisee shall maintain all trucks and equipment used within the Franchise Area in good mechanical condition and the same shall be clean, numbered, and uniformly painted. All truck bodies used by Franchisee shall be constructed of metal and shall be water tight and leak proof. Each vehicle used by Franchisee shall carry at all times a broom and shovel or other item appropriate for use in the prompt removal of any spilled material. All vehicles used by Franchisee shall have adequate coverage at all times to prevent the spillage of Solid Waste.

7.8 Collection Operations. Franchisee shall conduct its operation so as to minimize as much as reasonably practicable any obstruction and inconvenience to public traffic or disruption of the peace and quiet of the area within which collection occurs. Franchisee shall replace at its cost Franchisee-owned Containers damaged by the negligent acts or willful misconduct of its employees and through wear and tear of use, but shall not be responsible for free replacement of Containers which become damaged or unusable as a result of the negligent acts or willful misconduct of other Persons. Franchisee shall have the right to bill the Persons whose negligence or misconduct caused damage for the replacement costs of the damaged Containers.

7.9 Business Office; Complaints. Franchisee shall maintain a business phone that can be called by Customers without paying a toll charge. The phone shall be answered during normal working hours which shall be from 8 a.m. to 5 p.m. daily, except Saturdays, Sundays and designated holidays. Franchisee shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer complaints. During office hours, the Franchisee shall maintain a complaint service and a telephone answering system capable of accepting at least four incoming calls at one time. The Franchisee shall record all complaints, including the date, time, complainant's name and address, if the complainant is willing to give this information to the Franchisee, and nature, date and manner of resolution of the complaint, in a computerized daily log. Any such calls received by the Franchisee's after-hours answering machine service shall be recorded in the log the following workday. The Franchisee shall make a conscientious effort to resolve all complaints within one business day of the original call. If a longer response time is necessary, the reason for the delay shall be noted in the log, along with a description of the Franchisee's efforts to resolve the complaint.

The Customer service log shall be available for inspection by City representatives during the Franchisee's office hours. The Franchisee shall provide a copy of this log in computerized form to the City with the monthly report.

All incoming calls shall be answered promptly and courteously. A Customer should be able to receive recorded service information and also talk directly with a customer service representative when calling the Franchisee's customer service telephone number. Upon the receipt of Customer complaints in regards to busy signals or excessive delays in answering the telephone, the City may request, and the Franchisee shall submit, a plan to the City for correcting the problem. Once the City has approved the plan, the Franchisee shall have sixty (60) days to implement the corrective measures during which the Franchisee shall have one week to implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Franchisee.

The Franchisee shall provide an Internet website containing collection schedules, material preparation requirements, rates, inclement weather service changes, and other relevant service information for its Customers. The website shall include an e-mail function for Customer communication with the Franchisee. The website shall also include a web or e-mail link for Customer complaints that routes directly to the site or e-mail address directed by the City.

7.10 Suspending Collection from Problem Customers. The City and Franchisee acknowledge that, from time to time, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Franchisee-owned Containers, repeated suspect claims by a Customer of timely set-out of Containers followed by demands for return collection at no charge, repeated claims of Franchisee damage to a Customer's property, or other such problems.

The Franchisee shall make every reasonable effort to provide service to those problem Customers. However, the Franchisee may deny or discontinue service to a problem Customer if reasonable efforts to accommodate and provide services to the Customer fail. In this case, the Franchisee shall provide advance written notification to the City of its intention to discontinue service. The City shall, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

7.11 Missed Collections. If Garbage, Recyclables or Yard Debris are improperly set out or prepared, or contaminated with unacceptable materials, the Franchisee shall place in a prominent location a notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper notification to Customers of the reason for rejecting materials for collection shall be considered a missed collection and/or subject to liquidated damages due to lack of proper Customer notification.

Failure of the Franchisee to collect Garbage, Recyclables or Yard Debris that has been set out by a Customer in the proper manner shall be considered a missed pick-up, and the Franchisee shall collect the materials from the Customer within two business days. The

Franchisee shall maintain a written record of all calls related to missed pick-ups and the response provided by the Franchisee (see Section 2.6). Such records shall be made available for inspection upon request by the City and shall be included in monthly reports.

In the event that the Franchisee fails to collect the missed pick-up within forty eight (48) hours of receipt of notice (or on Tuesday in the event of notification after 5:00 p.m. on Friday), the Franchisee shall collect the materials that day and may be subject to liquidated damages. If the Franchisee is requested by the Customer to make a return trip due to no fault of the Franchisee, the Franchisee shall be permitted to charge the Customer an additional fee for this service, provided the Franchisee notifies the Customer of this charge in advance.

7.12 Monitoring and Evaluation. The Franchisee shall have a program in place to monitor and evaluate the quality of Customer service and to determine overall Customer satisfaction with the Franchisee's services. The Franchisee shall work with the City to monitor and ensure that high levels of Customer service are demonstrated throughout the Franchise term as set forth in Section.

8. RATES; ADJUSTMENTS; BILLING.

8.1 Service Rate and Schedule for Seniors. Franchisee shall provide the collection and disposal services required under this Franchise for the rates set forth in the Service Rate Schedule attached hereto and incorporated herein as Exhibit A, as the same may be adjusted in accordance with this Section. Seniors (at least 65 years old) may elect to use the Mini or Micro garbage cans that result in a discount off the standard rate as reflected in Exhibit A. Notwithstanding any other provision of this Franchise, the Parties hereby agree that the Service Rate Schedule set forth in Exhibit A shall become effective no earlier than 45 days after notice of the change in rates has been given by the Franchisee to Customers within the Franchise Area, and that prior to such date, Customers shall be charged the collection rates currently in effect as of the execution of this Franchise. The Franchisee will establish a "no charge" rate for Customers who leave their home for a minimum of 2 months and give notification to the franchisee prior to their next scheduled pick up day.

8.2 CPI Adjustment.

8.2.1 Rate Increase. Commencing on March 1, 2025, and on the same date every year thereafter (the "Adjustment Date"), the rates set forth in the Service Rate Schedule, as adjusted hereunder, shall be adjusted by one-hundred percent (100%) of the change in the Consumer Price Index (CPI) as maintained by the U.S. Department of Labor, for all Urban Consumers Water and Sewer and Trash Collection Services as published for the month of August. The annual adjustment shall not be less than two percent (2%) or greater than six percent (6%). In the event the City imposes a new or additional utility tax, or other fee to the Franchisee, that amount shall be in addition to the Franchisee's annual CPI adjustment. At least eighty (80) days prior to the Adjustment Date, Franchisee shall notify City of the CPI adjustment to take effect on the Adjustment Date and shall provide City with its computations therefore. No less than 45 days prior to implementation of any rate increase, Franchisee shall give notice of such rate and service fee adjustments to all Customers within the Franchise Area.

Adjustments to the Franchisee's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

8.3 Disposal Fee Adjustments.

8.3.1 Disposal fee adjustments shall be made to Franchisee collection rates to reflect increases or decreases in Pierce County disposal fees for Solid Waste effective on the day of the effective disposal fee change in Pierce County. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted generally based on per service level Container size weights as specified in the Attachment A-1 to this Franchise.

8.3.2 Changes in Recyclables or Yard Debris Processing Sites and/or Processing Fees. The Franchisee assumes the risk for the processing and marketing of Recyclables and Yard debris under this Franchise. If the Franchisee is reasonably required by the City to use processing sites or serve markets other than those being used at the initiation of this Franchise, the Franchisee may submit a proposal for a rate adjustment to reflect any additional costs or savings to the Franchisee due to a change in processing site location, market, or processing fee assessed by the respective processor. The City and Franchisee agree to negotiate in good faith any revisions to the underlying Recyclables or Yard Debris rates to account for these costs or savings caused by the change in Processing Sites, market, or applicable processing fees.

8.3.3 Other Modifications. The Franchisee shall not adjust or modify rates due to employee wage increases, the value of Recyclables, Garbage collection service level changes, or other changes affecting the collection system unless those changes are a result of new City-initiated programs or service levels. During any Franchise extension option period set forth in Section 3 above, and subject to continuation of Consumer Price Index adjustments provided in Section 8.2, the City shall be under no obligation to give consideration to other adverse cost changes other than changes in law or Fuel Cost Adjustments as set forth in Section 8.3.5 of this Franchise, during the option or extension period.

8.3.4 Change in Law. Changes in federal, state or local laws, taxes or regulations or a continuing Force Majeure event that results in a detrimental change in operating circumstances or a material hardship upon the Franchisee at any time in performing this Franchise may be the subject of a request by the Franchisee for a rate adjustment, subject to review and approval by the City, which approval shall not be unreasonably withheld. If, in considering changes in law, taxes or regulations, the City reasonably requires audit of the Franchisee's financial or other proprietary information in conducting its rate review, at the request of the Franchisee, the City may retain a third party acceptable to the Franchisee to review such information at the Franchisee's reasonable expense. The City shall take other steps appropriate to protect the confidential nature of the Franchisee's documents in preserving the Franchisee's ability to continue to provide competitive service in the marketplace.

8.3.5 Fuel Cost Adjustments. Franchisee shall also have the right at any time to request rate adjustments for significant increases in diesel fuel cost. At the execution of this

Franchise, diesel fuel is averaging approximately \$4.00 per gallon. Increases of more than 6% to this amount may, at the Franchisee's election, be the source of a rate increase adjustment proposal to the City for a prospective 60-day period. To support its request, Franchisee shall provide documentation of its fuel costs over the current calendar month and shall also provide support from the Oil Price Information Service ("OPIS") from its most recent compiled Tacoma "Rack Rate Pricing" summary. Approval of rate increases for fuel costs shall not be unreasonably withheld by the City. At the end of 60 days, the rate adjustment shall lapse unless the Franchisee provides support from its most recent calendar month fuel price purchases and OPIS Tacoma data supporting a continuing need for price relief under the above criteria before the expiration of the 60-day interval for any fuel cost-based rate increase.

8.4 Billing and Customer Service. All billing for residential solid waste collection and recycling services within the City limits shall be performed by the Franchisee every other month in accordance with the rates established in this contract. Billing for all other customers for solid waste collection and recycling services within the City limits shall be performed by the Franchisee every month in accordance with the rates established in this Agreement.

8.4.1 The time period covered by the bill provided by the Franchisee will be the present and prior month based on the date the bill is received by the customer. The time period covered will be stated in the bill. The charge for any special services not covered in this contract will be determined by mutual agreement of the parties hereto.

8.4.2 The Franchisee shall bill customers directly for solid waste and recyclables which exceed the customer's current subscribed level of service.

8.4.3 The Franchisee shall provide billing services for solid waste and recyclables without proration for partial months. The minimum proration shall be one month.

8.4.4 The types of services for which the customer is being charged will be clearly stated on the face of the bill provided by the Franchisee.

8.4.5 The bills provided by the Franchisee shall be due in accordance with guidelines established by the Franchisee. If a bill remains unpaid after forty-five (45) calendar days from the bill date a late notice shall be mailed to the customer and shall include a 1.5% penalty (minimum \$1.00). If the bill remains unpaid after sixty (60) calendar days from the date of the invoice, service will be terminated.

8.4.6 A fee in accordance with Exhibit A will apply to all customers stopped for non-payment to re-establish service, plus applicable taxes, if any.

8.4.7 A fee in accordance with Exhibit A will be assessed on all checks returned by a financial institution for insufficient funds plus applicable taxes, if any.

8.4.8 A fee in accordance with Exhibit A shall be assessed for redelivery of carts/receptacles where the customers had requested suspension or termination of service or where the service was suspended for non-payment by customer.

8.4.9 Customers whose service is terminated and restarted within one year after the termination of their prior service shall be assessed a service restart fee in accordance with Exhibit A. upon restart of service, customers shall have the choice of paying a Receptacle redelivery fee in accordance with Exhibit A, or customers may pick up their Receptacle(s) directly from the Franchisee at no charge.

8.4.10 All costs related to billing and bill collection incurred by Franchisee will be paid by the Franchisee.

9. RECORDKEEPING; REPORTING; AUDIT; AUDIT EXPENSES.

9.1 Reports. Franchisee shall provide the city with the following reports for review:

- Customer class report – quarterly
- Customer Service Log – monthly
- Missed Collections - monthly
- Customers terminated for non-payment – monthly

9.2 Records. The Franchisee shall maintain in its local office full and complete operations, Customer, financial, billing and service records pertaining to the Franchise and all other such records as are necessary for the City to confirm the accurate payment of Franchise fees, without regard to by whom they are held. Such records shall be maintained for a period of six (6) years or as required by law, whichever is the greater.

10. DEFAULT; TERMINATION; LIQUIDATED DAMAGES; REMEDIES.

10.1 Default. In the event of any material failure or refusal of Franchisee to comply with any obligation or duty imposed on Franchisee under this Franchise, the City and Franchisee shall meet and confer in good faith in accordance with Section 10.4 of this Franchise. If the Parties are unable to agree on the informal resolution or cure of the breach pursuant to Section 10.4 herein, the City shall have the right to terminate this Franchise if:

10.1.1 Following the ten-day meeting period above, the City shall have given written notice to Franchisee specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Franchise on the part of Franchisee; and

10.1.2 Franchisee fails to correct such default or fails to take reasonable steps to commence to correct the same within thirty (30) days from the date of the notice given by City under Sections 7.11 and 10.3, and Franchisee thereafter fails to diligently continue to take reasonable steps to correct such default.

10.2 Termination. Upon the occurrence of a material breach, failure to cure, and the declaration of termination of this Franchise by the City as provided in Section 10.1.1, this Franchise shall be of no further force and effect unless the City elects to terminate only a portion of the services set forth herein and maintain the remainder of the Franchise.

10.3 Liquidated Damages. The Franchisee may be subject to liquidated damages for the following acts or omissions if documented in an incident report presented by the City to the Franchisee. Liquidated damages shall not occur unless there are at least three citizen complaints regarding the action or omission as described in this Section except for “Failure to make required reports on time.” The Franchisee shall also have an opportunity to rectify the action or omission within 24 hours or one business day (whichever is greater). The City reserves the right to make periodic, unscheduled inspection visits or use other means to determine the Franchisee's compliance with the

Franchise. Site visitations must be made during normal business hours and are subject to the Franchisee's facility visitation policies. Liquidated damages may include, but are not limited to:

Action or Omission	Liquidated Damages
Collection before or after the times specified in Section 5.4, except as expressly permitted.	One hundred dollars (\$100) per incident (each truck on each route is a separate incident).
Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, replacing lids, crossing planted areas, or similar violations.	Twenty-five dollars (\$25) per incident, not to exceed thirty (30) complaints per truck per day.
Failure to collect spilled materials.	Fifty dollars (\$50) per incident.
Un-remediated leakage from Franchisee vehicles or vehicle contents.	One hundred-fifty dollars (\$150) per vehicle, per inspection, plus clean up costs.
Failure to collect missed materials within two (2) business days after notification (excluding collections prevented by inclement weather). \$50.00 each incidence business day after notification.	One hundred dollars (\$100) per incident to a maximum of five hundred dollars (\$500) per truck per day on Single-Family Residential routes and no maximum for Multi-family and Commercial Customer routes.
Missed collection of entire block segment of Single-Family Residences (excluding collections prevented by inclement weather).	One hundred-fifty dollars (\$150) per block segment if collection is performed the following day; five hundred dollars (\$500) if not collected by the following day.
Intentional collection as Garbage of Source Separated Recyclables or Yard Debris in clearly identified Containers, bags or boxes.	One hundred dollars (\$100) per incident, up to a maximum of five hundred dollars (\$500) per truck, per day.
Rejection of Garbage, Recyclables or Yard Debris without providing documentation to the Customer of the reason for rejection.	Twenty-five dollars (\$25) per incident.
Failure to deliver Detachable Containers to new Commercial Garbage Customers within five (5) days (if Franchisee requires use of such Containers).	Fifty dollars (\$50) per Container per day.
Failure to deliver carts, Detachable Containers, or Drop-box Containers within five (5) days of request to Multi-family or Commercial Customers requesting service.	Fifty dollars (\$50) per Container per day.
Failure to deliver Recycling or Yard Debris Carts within ten (10) days of request to Single-Family Residence Customers requesting service	Twenty-five dollars (\$25) per Container per day.

Intentional misrepresentation by the Franchisee in records or reporting.	Five thousand dollars (\$5,000) per incident.
Failure to make required reports on time.	Two hundred and fifty dollars (\$250) per incident.
Failure to maintain clean and sanitary containers, vehicles, and facilities.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
Land filling or incineration of uncontaminated loads of Recyclables or Yard Debris without the express written permission of the City, Pierce County, and/or the Tacoma/Pierce County Health Department.	One thousand dollars (\$1,000) per vehicle, per incident, with no maximum.
Diversion of waste, recycle, and/or yard waste from Pierce county waste system	One thousand dollars (\$1,000) per vehicle, per incident, with no maximum.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Franchisee that shall be considered violations or breaches of the Franchise, and the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The liquidated damages schedule set forth in this Section shall not affect the City's ability to terminate this Franchise as described in Sections 10.1 and 10.2 herein.

Liquidated damages, if assessed during a given month, shall be invoiced by the City to the Franchisee. Liquidated damages may be levied only if documented in an incident report presented by the City to the Franchisee. Liquidated damages shall only be assessed after the Franchisee has been given an opportunity to rectify the deficiencies of which it has been notified and failed to do so. The Franchisee shall be notified and provided a copy of an incident report and shall be given 72 hours to respond to the incident report before liquidated damages are invoiced to Franchisee.

The Franchisee shall be required to pay the City the invoiced amount within thirty (30) days of billing. Failure to pay liquidated damages shall be considered a breach of this Franchise.

Any assessment of liquidated damages may be appealed by the Franchisee to the City Administrator; provided, however, that the written notice of appeal is received by the City no later than 10 days after the date of the assessment. The Franchisee shall be allowed to present evidence as to why the fine should be lessened or eliminated. The decision of the City Administrator or his designee shall be final.

10.4 Dispute Avoidance/Mediation.

10.4.1 Communication and Discussion. The Parties are fully committed to working with each other throughout the term of this Franchise and agree to communicate regularly with each other at all times so as to avoid or minimize disputes. The Parties agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into disputes. The Parties each commit to resolving disputes in an amicable, professional and

expeditious manner. The Parties further agree that in the event a dispute arises, they will, as a condition precedent to taking legal action, attempt to resolve any such disputes through discussions between representatives of each Party as set forth in this Section 10.4.

10.4.2 Representatives. If a dispute cannot be resolved through discussions by each Party's representative, upon the request of either Party, each Party shall designate a senior representative ("Senior Representative"), and the Senior Representatives for the Parties shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve the dispute. Prior to any meetings between the Senior Representatives, the Parties shall exchange relevant information to assist the Parties in resolving the dispute.

10.4.3 Mediation. If the Parties are unable to resolve a dispute under the procedures set forth in this Section 10.4, the Parties hereby agree that the matter shall be referred to mediation. Either Party may request mediation upon a determination by that Party that the Parties are unable to resolve the dispute pursuant to the procedures set forth in Section 10.4.2 herein. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternately strike mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a Party fails to notify the other Party of which mediator it has stricken within two (2) business days, the other Party shall have the option of selecting the mediator from those mediators remaining on the list. Unless the Parties agree otherwise, mediation shall commence in no case later than thirty (30) days after a mediator is selected. Any expenses incidental to mediation shall be borne equally by the Parties.

10.4.4 Intent. The obligations of this Section 10.4 are not intended and shall not be construed to prevent a Party from, assessing liquidated damages, issuing an order to cure an alleged non-material breach, or taking corrective action. The intent of the Parties is to require compliance with this Section 10.4 before either party may take legal action.

10.5 Remedies. The Parties have the right to seek any and all remedies available at law, in contract or in equity, singly or in combination, in the event of material breach, including without limitation the following:

10.5.1 Specific Performance. Each Party shall be entitled to specific performance of each and every obligation of the other Party under this Franchise without any requirement to prove or establish that such Party does not have an adequate remedy at law. The Parties hereby waive the requirement of any such proof and acknowledge that either Party would not have an adequate remedy at law for the commission of a breach hereunder.

10.5.2 Injunction. Each Party shall be entitled to restrain, by injunction, the actual or threatened commission or attempt of a breach and to obtain a judgment or order specifically prohibiting a violation or breach of this Franchise without, in either case, being required to prove or establish that such Party does not have an adequate remedy at law. The Parties hereby waive the requirement of any such proof and acknowledge that the other Party would not have an adequate remedy at law for the commission of a material breach hereunder.

10.5.3 Alternative Remedies. Except as otherwise provided herein, neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either Party to commence an action for equitable or other relief, and/or proceed against the other Party and any guarantor for all direct monetary damages, costs and expenses arising from a default and to recover all such damages, costs and expenses, including reasonable attorneys' fees.

10.5.4 Damages. Except as otherwise provided or limited herein, bring a legal action for damages commence an action at law for monetary damages or impose liquidated damages as set forth below or seek other equitable relief.

Remedies are cumulative; the exercise of one shall not foreclose the exercise of others. No provision of this Franchise shall be deemed to bar the City from seeking appropriate judicial relief. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either Party to recover monetary damages, as allowed under applicable law, or to seek and obtain judicial enforcement by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity. The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, state, or local law.

11. EMERGENCY SERVICES.

In the event that Franchisee, for any reason whatsoever, fails, refuses or is unable to perform the collection, transportation, and disposal requirements of this Franchise for a period of more than three (3) consecutive business days, and if as a result thereof, Solid Waste accumulates in the Franchise Area to such an extent, in such a manner, or for such a time that City reasonably finds that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon twenty-four (24) hours prior written notice to Franchisee, during the period of such emergency: (i) to perform, or cause to be performed, such services itself with its own or other personnel and equipment without liability to Franchisee; and/or (ii) to take possession of any or all of Franchisee's land, equipment and other property used by the Franchisee within the Franchise Area in the collection and transportation of Solid Waste and to use such property to collect and transport any Solid Waste generated within the Franchise Area which Franchisee would otherwise be obligated to collect and transport pursuant to this Franchise; provided that City shall not be entitled to take possession of any of Franchisee's land, equipment or other property to the extent that possession thereof by the City would interfere with Franchisee's ability to conduct its operations in areas outside the Franchise Area. The City's right to so perform services otherwise required of Franchisee hereunder and to so take possession of such portion of Franchisee's land, equipment and other property shall continue only for the period of time during which Franchisee fails, refuses or is unable to collect, transport and dispose of Solid Waste which it is required by this Franchise to so collect, transport and dispose, and shall cease at such time as Franchisee is ready and able to perform its obligations hereunder. Whenever City's possession and operation of the Franchisee's equipment or property as provided in this Section as the result of an event Force Majeure as set forth in Section 15 herein, the City shall lease such equipment and property for a monthly rental fee equal to the market lease rate applicable to similar land, equipment and

other property. The City shall incur all costs of operating such leased equipment, including debt service thereon and the payment of all casualty and liability insurance premiums therefore, and shall indemnify and hold harmless the Franchisee from and against any damage to such equipment or liability to any third person injured or damaged as a result of the City's use of such equipment or property.

12. INDEMNITY; INSURANCE.

12.1 Franchisee Indemnity. The Franchisee shall indemnify and hold the City and its agents, contractors employees, and/or officers (referred to as the “City” for purposes of this Section 12.1), harmless from, and shall process and defend at its own expense, any and all claims, demands, suits, at law or equity, actions, liabilities, penalties, loss, damages, expenses, or costs, (including costs of defense, settlement, court costs, reasonable attorneys’ fees and expert witness and consulting fees), of whatsoever kind or nature, brought against or incurred by the City to the extent arising out of, or in connection with, or caused by or resulting from, (i) any negligent act or omission or intentional misconduct of the Franchisee, its agents or employees in connection with this Agreement, (ii) any violation of any applicable law, rule, regulation, ordinance, or court order by the Franchisee, its agents or employees in connection with this Agreement, or (iii) any breach by the Franchisee, its agents or employees of any of the covenants, agreements, representations or warranties of the Franchisee set forth in this Agreement, or the Franchisee’s or its agents or employees performance or failure to perform any aspect of this Franchise; provided, however, that if such claims are caused by or result from the concurrent negligence or willful misconduct of, breach of this Franchise by, or violation of any applicable laws, rules or regulations by, the City, this indemnity provision shall be valid and enforceable only to the extent of the negligence or conduct of the Franchisee and provided further, that nothing herein shall require the Franchisee to hold harmless or defend the City, for damages or loss caused by the City's sole negligence, willful misconduct, breach of this Agreement, or violation of any applicable laws, rules or regulations. The provisions of this Section shall survive the expiration or termination of this Franchise.

12.2 Insurance. The Franchisee shall procure and maintain, for the duration of the Franchise, insurance against claims for injuries to Persons or damage to property that may arise from or in connection with the performance of the services provided pursuant to this Franchise by the Franchisee, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Franchisee.

12.3 Minimum Scope of Insurance. Franchisee shall obtain insurance that meets or exceeds the following of the types described below:

12.3.1 Automobile Liability: insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Franchisee's Automobile Liability insurance policy with respect to the work performed for the City.

12.3.2 Commercial General Liability: insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured. The City shall be named as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.

12.3.3 Workers' Compensation: coverage as required by the Industrial Insurance laws of the State of Washington.

12.3.4 Franchisee's Pollution Liability: insurance coverage covering any claim for bodily injury, personal injury, property damage, cleanup costs and legal defense expenses applying to all work performed under this Franchise.

12.3.5 Minimum Amounts of Insurance. Franchisee shall maintain the following minimum insurance limits:

12.3.6 Automobile Liability: insurance with a minimum combined single limit for bodily injury and property damage of \$3,000,000 per accident.

12.3.7 Commercial General Liability: insurance shall be written with limits no less than \$3,000,000 each occurrence, \$2,000,000 general aggregate, and a \$1,000,000 products-completed operations aggregate limit. Additionally, no less than \$5,000,000 in umbrella coverage shall apply.

12.3.8 Workers' Compensation: coverage as required by the Industrial Insurance laws of the State of Washington.

12.3.9 Franchisee's Pollution Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, cleanup costs and legal defense expenses.

12.4 Self Insured Retentions. Franchisee shall provide a copy of its self insurance certification issued by the state of Washington.

12.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Franchisee's Pollution Liability coverage:

12.5.1 The Franchisee's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Franchisee's insurance and shall not contribute with it.

12.5.2 Coverage shall state that the Franchisee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

12.5.3 The Franchisee's insurance shall be endorsed to state that coverage shall not be cancelled, except after notice has been delivered to the City in accordance with the policy provisions.

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

12.7 Verification of Coverage. Franchisee shall furnish the City with original certificates including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Franchisee before commencement of the work.

12.8 Subcontractors. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Franchisee.

12.9 ACORD Form. If an "ACORD" form of Certificate of Insurance is provided to the City pursuant to this Section 12, it must indicate that:

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

13. DISPUTE RESOLUTION; ATTORNEYS' FEES.

In the event of a dispute arising under this Franchise, the Parties shall continue performance of their respective obligations under this Franchise and shall attempt to resolve such dispute in a cooperative manner pursuant to Section 10.4 herein. In the event of any litigation to interpret or enforce the terms of this Franchise, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs from the losing Party, at trial and on appeal.

14. ASSIGNMENT/TRANSFER.

Franchisee shall not assign its rights nor delegate or otherwise transfer its obligations under this Franchise to any other person or corporate entity without the prior written consent of the City, which consent shall not be unreasonably conditioned, delayed or withheld. An assignment or transfer of this Franchise or any rights thereunder shall require written commitment of the Franchisee and assignee/transferee, in substantially the form of the Transfer Agreement attached hereto as Exhibit "C", delivered to the City. Such Transfer Agreement shall require that transferee(s) shall thereafter be responsible for all obligations of Franchisee with respect to the Franchise and guaranteeing performance under the terms and conditions of the Franchise, and that transferees shall be bound by all the conditions of the Franchise and shall assume all the obligations of its predecessor. Such an assignment or transfer may relieve the Franchisee of any further obligations under the Franchise, including any obligations not fulfilled by Franchisee's Transferee; provided, however, that the transfer shall not in any respect relieve the Franchisee, or any of its successors in interest, of responsibility for acts or omissions, known or unknown, or the consequences thereof, which acts or omissions occur prior to the time of the assignment or transfer. This Franchise may not be assigned or transferred without filing or

establishing with the City the insurance certificates, security funds and performance bonds required pursuant to this Franchise and paying all Direct Costs to the City related to the assignment or transfer.

Notwithstanding the foregoing, notice to the City and consent shall not be required for a mortgage, hypothecation, or an assignment of Franchisee's interest in the Franchise in order to secure indebtedness.

Notwithstanding the foregoing, Franchisee shall have the right, without seeking or obtaining approval or authority from the City, to assign or transfer this Franchise to any affiliate of Franchisee or its parent corporation.

15. FORCE MAJEURE.

Provided that the requirements of this Section 15 are met, Franchisee shall be excused from performance and shall not be liable for failure to perform under this Franchise if Franchisee's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Franchisee ("Force Majeure"). If as a result of a Force Majeure event, Franchisee is unable wholly or partially to meet its obligations under this Franchise, it shall give the City prompt written notice of the Force Majeure event, describing it in reasonable detail. The Franchisee's obligations under this Franchise shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

16. INDEPENDENT CONTRACTOR.

Franchisee is an independent contractor and shall not be deemed an employee of the City.

17. CAPTIONS.

Titles or captions of articles and sections contained in this Franchise are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Franchise or the intent of any its provisions.

18. SEVERABILITY.

If any of the provisions of this Franchise are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Franchise and shall not cause the remainder of this Franchise to be invalid or unenforceable, unless this Franchise without the severed provision would frustrate a material purpose of either Party in entering into this Franchise.

19. WAIVER.

No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, executed by the Party against whom such waiver is sought to be enforced. A waiver by either Party of any of its rights under this Franchise on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

20. COUNTERPARTS.

This Franchise may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute the same instrument.

21. GOVERNING LAW; VENUE.

This Franchise shall be governed by and construed in accordance with the laws of Washington. Venue for any action to enforce this Franchise shall be in Pierce County.

22. AMENDMENT.

This Franchise may be amended, altered, or modified only by a writing, specifying such amendment, alteration, or modification, executed by authorized representatives of both of the Parties hereto.

23. COMPLETE FRANCHISE.

This writing constitutes the full and complete Franchise and understanding between the Franchisee and the City. All previous agreements are hereby superseded.

24. DISCRIMINATORY PRACTICES PROHIBITED.

Throughout the term of this Franchise, Franchisee shall fully comply with all equal employment and nondiscrimination provisions of applicable law.

25. NOTICE.

Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either, (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) or when delivered by a nationally recognized overnight mail delivery service, to the Party and at the address specified below, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, properly sealed and addressed as follows:

Franchisee's address: D.M. Disposal Co., Inc
 4822 70th Ave E
 Fife, WA 98242
 Attention: District Manager

With a copy to: Waste Connections
 3 Waterway Square Place, Suite 110
 The Woodlands, TX, 77380
 Attention: Legal Department

The City's Address: City of Orting
 Attention: City Administrator
 104 Bridge St. S
 PO Box 489
 Orting, WA 98360

The City and Franchisee may designate such other address from time to time by giving written notice to the other, but notice cannot be required to more than two addresses, except by mutual agreement.

IN WITNESS WHEREOF, this Franchise is effective as of the latest date set forth below.

CITY OF ORTING

By: _____

Its: _____

Date: _____

ATTEST:

D.M. Disposal Co, Inc.

By: _____

Its: _____

Date: _____

ATTEST:

EXHIBIT A
SERVICE RATE SCHEDULE

City of Orting
PO Box 489
Orting WA 98360

EXHIBIT - A - 3/1/2024

Can Service:	3/1/2024
10gallon Cart	17.36
20gallon Cart	23.68
32gallon Cart	29.23
64gallon Cart	46.46
96gallon Cart	63.61
Recycle Plus	18.00
Packout/Drive-in	11.80
Occasional extra	7.79
Return trip	9.02
Bulky Item Per Yard	30.14
Return Check Fee	28.52
Container Service:	
1 yard once a week	129.74
1 yard twice a week	251.72
1.5 yard once a week	178.06
1.5 yard twice a week	352.34
2 yard once a week	229.36
2 yard twice a week	451.53
2 yard three times a week	680.86
4 yard once a week	433.07
4 yard twice a week	866.09
4 yard three times a week	1,273.00
6 yard once a week	613.46
6 yard twice a week	1,226.88
6 yard three times a week	1,840.37
6 yard Five times a week	3,010.28
4 yard compactor once a week 5:1	1,861.21
1 yard extra on regular route	30.57
1.5 yard extra on regular route	45.50
2 yard extra on regular route	53.54
4 yard extra on regular route	100.94
6 yard extra on regular route	142.92
4 yard compactor extra regular route 5:1	430.21
Extra Yardage	18.94
Lock/Unlock	5.57
Connect/Reconnect	14.30
Yard Waste 90-gal toter	6.53
Occasional extra yard waste	3.13
MF-Recycling	5.44
Redeliver Cart	19.47
Additional Recycling Cart	8.30
Restart Fee	31.66
Time Change	119.39

City of Orting
PO Box 489
Orting WA 98360

Exhibit - A1

8/1/2024
Rate

**Commercial/Multi-Family
Recycling Container Service:**

Co-Mingled Recycle Service:

90-gallon cart Every-Other-Week	37.00
90-gallon cart Weekly	48.00
2 yard once per week	167.00
2 yard twice per week	283.00
2 yard three times per week	422.00
2 yard four times per week	562.00
2 yard five times per week	703.00
6 yard once per week	431.00
6 yard twice per week	727.00
6 yard three times per week	1,090.00
6 yard four times per week	1,453.00
6 yard five times per week	1,815.00
Return Trip	33.00
Extra Commingle Per Yard	22.00

Cardboard Recycle Service (flattened)

2 yard cage once per week	106.00
2 yard cage twice per week	170.00
2 yard cage three times per week	255.00
2 yard cage four times per week	340.00
2 yard cage five times per week	423.00
6 yard cage once per week	431.00
6 yard cage twice per week	727.00
6 yard cage three times per week	1,090.00
6 yard cage four times per week	1,453.00
6 yard cage five times per week	1,815.00
Return Trip	33.00
Extra OCC (per yard)	22.00

EXHIBIT D

City Facilities:

City Hall, 104 Bridge St. S
Old City Hall 110 Train St. SE
Wastewater Treatment Plant – 902 Rocky Road NE
Public Works Building – 900 Rocky Road NE

Special Events:

Daffodil Parade – April
River Clean up – May and September
Kingsmen Car Show – June
Farmers Market – Fridays June to September
July 4th - City Park
Summerfest – August
Red Hat Days – October
Harvest Festival - October



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Purchasing Policy Update	AB24-96	Public Works		
		9.4.2024	9.18.2024	
	Department:	Public Works		
	Date Submitted:	7.3.2024		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	As soon as possible			
Submitted By:	Gretchen Russo			
Fiscal Note: None				
Attachments: Draft Purchasing Policy				
SUMMARY STATEMENT:				
General Policy Update:				
Effective July 1, 2024, RCW 39.04.151-4 requires the City to adopt an ordinance or a resolution establishing the City’s authority to use a small works roster and solicit for small public works using the small works roster process. This process can be completed by adopting a resolution with an updated Purchasing Policy.				
Small works rosters are lists of qualified contractors who can bid for an eligible project below \$350,000. Rosters are less restrictive and time-consuming than conducting a formal competitive bid. The City currently uses the MRSC Rosters which will automatically be moved to the statewide small works roster and will comply with the new state rules. In addition, the City does have to document small works thresholds and processes to ensure compliance with the new RCW’s.				
Architect and Engineering Services Discussion:				
The Public Works Committee is recommending that in the event the A&E portion of a project is expected to exceed \$200,000, a separate RFQ process be completed for the related work.				
RECOMMENDED ACTION: <u>Action:</u>				
Provide staff feedback on general updates, and any changes desired for Architect and Engineering services.				
FUTURE MOTION: <u>Action:</u>				
To adopt the updated Purchasing Policy as presented.				

City of Orting Purchasing Policy

Part I: Purpose

By adopting these procedures, the City Council intends to ensure that the city conduct all purchasing and public works contracting activities in full compliance with Washington law and locally adopted procedures. The intent of this chapter is to provide maximum assurances to the public and to all contractors, consultants and vendors, that Orting's purchasing and contracting practices provide maximum fairness and value in the expenditure of public funds. See appendix A for federal purchasing rules.

These procedures are adopted to:

- Implement the requirements of state laws, local ordinances and administrative procedures thereby assuring the legality of the purchasing process;
- Ensure buying competitively and wisely to obtain maximum value for the public dollars spent.
- Commit that procurement will be impartial and provide the City with the best quality for the best value; and
- Ensure that purchases will be within budget limits and meet goals and objectives approved in the City's Operating and Capital budget.
- Non-budgeted items or items that exceed budget capacity must be pre-approved by City Council.

Part II Code of Ethics

Code of Ethics (RCW 42.23) "Public employment is a public trust." The public must have confidence in the integrity of its government. The purpose of this Code of Ethics is to give guidance to all employees and elected officials so that they may conduct themselves in a manner which will be compatible with the best interest of themselves and the City of Orting. It is essential that those doing business with the City observe the following guiding ethical standards:

1. Actions of City employees shall be impartial and fair.
2. The City will not accept donations of materials or services in return for a commitment to continue to initiate a purchasing relationship.
3. City employees may not solicit, accept, or agree to accept any gratuity for themselves, their families or others that would or could result in personal gain. Purchasing decisions must be made impartially. The following are examples of items not considered gratuities: Discounts or concessions realistically available to the general population; Items received that do not result in personal gain; Samples to the City used for general City use.

Part III Conflict of Interest

No City staff or council member may undertake consulting, professional practice or other assignments which would result in a conflict of interest. Any employee of the City who recommends or approves a purchase and who has any financial interest in the firm involved in the purchase shall disclose his or her interest in the firm prior to recommending or approving the purchase.

Part IV Definitions

Unless the context requires otherwise, the terms as used in this Policy shall have the following meaning:

“Adequate appropriation balance” means sufficient fund balance existing in the appropriation item against which the purchase order is to be charged.

“Bid” means an offer, submitted by a bidder to furnish supplies, materials, equipment and other property in conformity with the specifications, delivery terms and conditions, and other requirements included in the invitation for bids or otherwise required by the city.

“Bidding” means a procedure used to solicit quotations on price and delivery from various prospective suppliers of supplies, materials, equipment, and other city property.

“Capital equipment” means any equipment of the city having an initial value of \$1,000 or more and an estimated useful life of three or more years.

“City administrator” means the City of Orting City Administrator or his/her duly appointed designee. The City Administrator is authorized to delegate any functions and responsibilities set forth in this chapter to administrative staff.

“Contractual services” means professional and nonprofessional service contracts including but not limited to engineering, animal control, janitorial and other contracts entered into for the accomplishments of a particular project or limited period of time.

“Cooperative agreements” are purchasing agreements between two or more organizations that aggregate demand and lower costs from select suppliers for the purpose of obtaining supplies or services faster, easier, or at a lower cost.

“Department Heads” means the Mayor, City Administrator, City Treasurer, City Clerk, Police Chief, Court Administrator, Building Official, Public Works Director, and the Parks and Recreation Director.

“Emergency” means, for the purpose of enabling the city to suspend compliance with public bidding and purchasing policies and requirements, an event or set of circumstances which demands immediate action to preserve public health, protect life, protect public property, or to provide relief to the community overtaken by such occurrences.

“Interlocal agreements” are the exercise of governmental powers in a joint cooperative agreement. An interlocal agreement does not mean a “Mutual Aid Agreement” as defined by the provisions of Chapter 10.93 RCW – The Washington Mutual Aid Peace Officers Powers Act.

“Life cycle cost” means the total cost of an item to the city over its estimated useful life, including cost of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life.

“Local bidder” means a firm or individual who regularly maintains a place of business and transacts business in, or maintains an inventory of merchandise for sale in, and is licensed by the city of Orting.

“Mutual law enforcement assistance agreement” includes, but is not limited to, one or more law enforcement agencies aiding or assisting one or more other such agencies through loans or exchanges of personnel or of material resources, for law enforcement purposes.

“Phone bids” means a non-written quotation for a product, or service as outlined in Part VII.

“Public property” means any item of real or personal property owned by the city.

“Public work” shall have the meaning set forth in RCW 39.04.010, as now adopted and hereafter amended.

“Purchase order” means an official document used in authorizing the encumbrance of city funds toward the purchase of supplies, materials, equipment and other property.

“Purchasing agent” means the City Administrator or city employee designated by the City Administrator to serve as a purchasing agent. For routine departmental purchases of supplies, in accordance with the City Administrator’s administrative policy, each department director may designate one or more departmental purchasing agent(s).

“Request for Proposal” (RFP) is a method of soliciting competitive bid proposals for a defined scope of work. The proposals would normally include factors to measure qualifications, delivery, and service reputation as well as price. Stated another way, an RFP is a formal invitation from the city to a company to submit an offer. The offer is to provide a solution (or proposal) to a problem or need the city has identified. An RFP is a solicitation process whereby the judgment of the supplier’s experience, qualifications, and solution may take precedence over their cost proposal to the City. The elements of an RFP are:

1. Project Background and Scope of Service
2. Definitions
3. Minimum Qualifications
4. Technical Requirements (if any)
5. Schedule
6. Cost Proposal
7. Submittal Requirements
8. Evaluation Process and Criteria
9. Insurance Requirements
10. Funding Sources (if applicable)

“Request for Qualifications” (RFQ) is a method of soliciting competitive proposals that considers and evaluates companies on the basis of demonstrated competency and qualifications rather than price. This process is typically used for architecture and engineering services where price is not a consideration. An RFQ will generally result in negotiations. The elements of an RFQ are:

1. Project Background and Scope of Services
2. Project Budget and Source of Funding
3. Schedule
4. Minimum Qualifications
5. Submittal Requirements
6. Selection Process/Evaluation Criteria

“Requisition” means a standard form providing detailed information as to quantity, description, estimated price, possible vendors, fund account, signature and other information necessary to make purchasing decisions.

“Responsible bidder” means a bidder who has proven by experience or information furnished to the satisfaction of the City Administrator that current financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of supplies of acceptable quality, equipment, or contractual services on which he/she bids. A “responsible bidder” has not violated or attempted to violate any provisions of this chapter.

“Responsive bidder” means a bidder who has complied with all requirements contained in the invitation to bid, including the bid packet and specifications, and who has submitted all required documentation, information and bid bond by the deadline for acceptance of bids.

Guidelines for Purchases, Public Works and Services

The processes listed in the following guidelines are the normal competitive bidding purchasing requirements. Possible exemptions from normal competitive requirements may include the following: interlocal agreements, emergency, sole source, special facilities or market conditions, purchase of insurance or bonds, auction and electronic data processing or telecommunications purchase.

An interlocal agreement may be used for purchasing in lieu of formal bids or for purchases that do not require a formal process. Initial interlocal agreements of any amount with another governmental agency require Council authorization. The City Administrator may execute renewal or extension of existing interlocal agreements fees up to \$50,000 (fifty thousand), if the agreement’s address renewal and the agreement is consistent with the adopted budget. All other renewals require Council approval. Many of the interlocal agreements are continuing agreements (no end date) and will remain in effect until the City believes that it is no longer needed.

Part V: Purchases of supplies, equipment, and materials (unconnected with a Public Works Project)

Items under this category include furniture, computer hardware, office equipment, and operating and maintenance supplies.

Purchases by the city of supplies, equipment, and materials shall be made as provided herein; provided nothing herein shall be construed to prohibit City participation in cooperative purchasing agreements with other municipalities. Department heads are encouraged to obtain on-call and long- term service contracts for up to three years for services that are regularly used.

Section 1. Purchases of \$7,500 or less

Supplies, materials, and equipment with a reasonably expected cost of \$7,500 or less may be purchased without formal or informal bidding; provided that City staff will strive to obtain the lowest practical price for such goods or services.

Section 2. Purchases between \$7,500 and \$15,000

Supplies, materials, and equipment with a reasonably expected cost of between \$7,500 and \$15,000 may be purchased without formal bidding but staff are required to get at least three soft “phone bids” before moving forward with the purchase using a vendor list.

Vendor List process

1. The City partners with the Municipal Research Service Center (MRSC) that forms vendor lists for the award of contracts for the purchases of materials, equipment and supplies.
2. The department director or their designee shall secure written quotations from at least three different vendors whenever possible. The purchase contracts shall be awarded to the lowest responsible bidder.
3. Immediately after the award of the purchase contract is made, the bid quotations obtained shall be recorded and open to public inspection and shall be available by telephone inquiry. When awarded, the department director or their designee shall notify the city clerk.
4. The city clerk shall post at city hall a list of the contracts awarded using the MRSC at least once a year. The list shall contain the names of vendors awarded contracts, the amount of the contracts, a brief description of the items purchased under the contracts, the dates that the contracts were awarded, and the location where the bid quotations for the contracts are available for public inspection.

Section 3. Purchases over \$15,000

Supplies, material, equipment, or services with a reasonably expected to cost more than \$15,000.00 shall be purchased through a formal call for bids as follows:

1. Staff will prepare bid specifications for the goods or services to be purchased, which shall include an invitation to bid notice, instructions to bidders, general conditions, special bid conditions (if any), terms and conditions, and a bid proposal form indicating the type of response desired from a bidder.
2. A call for sealed bids ("Call for Bid") or request for proposals will be published in a newspaper of general circulation throughout the city not less than one week prior to the date fixed for opening.
3. The Call for Bid or request for proposals will be posted in the same manner as ordinances. The notice shall include a description of the goods or services desired.
4. Bid proposals will be opened on the date and time, and at the place as specified in the specifications or public notices.
5. Staff will prepare tabulation sheets based on the criteria laid out in the Call for Bid and either recommend an award to the lowest responsible bidder, who meets the terms of the specifications, conditions and qualifications or recommend the rejection of any or all bids.
6. The City Council shall review the bid proposals, related materials and the recommendation of the staff, and shall award the contract to the lowest responsible bidder. The city administrator may upon review of the materials and recommendations of staff reject any or all bids and make a further call for bids.
7. If bids are not received on the first call, the city may choose either to make a second call for bids or to negotiate directly with any prospective service or supply provider, per RCW 35.23.352(1).

Part VI **Public Works** (~~as defined in~~ RCW 39.04.010, RCW 35.23.352 and RCW 39.04.151-154)

In determining the cost of a public works project, all amounts paid for materials, supplies, equipment, and labor, ~~as well as retail sales and use tax (where required by law)~~ on the construction of that project must be included. The city contracts with MRSC for maintenance of a small works roster, consisting of all responsible, licensed contractors requesting to be included for award of public works contracts. The term "public works project" means a complete project. Division of the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project is not permitted.

Section 2 Limited Public Works Projects – Less than \$50,000

- The city shall solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder. The City must equitably distribute *opportunities* for limited public works projects among contractors willing to perform in the geographic are of the work.

As it is the intent of the legislature to increase utilization of small, minority, women and veteran-owned business, the City is encouraged to use the following process. If the City determines that a direct contract option would best serve the city, the following rules will be followed:

Section 3 Small Works under \$150,000 – Direct Contracting option

- City can direct contract through negotiation with a single contractor from the appropriate roster.
- City must rotate through the contractors on the appropriate small works roster and not select the same firm repeatedly.
- Small business preference – six or more rule
 - If there are 5 or less certified small businesses – city can contract with any contractor (not just certified small businesses.)
 - If there are 6 or more – city is required to contract with a certified small business.

Section 1. Public Works – Minimal Competition \$75,000 or less

~~The city may construct public works by contract, without calling for bids, whenever the estimated cost of the work or improvement, including cost of materials, supplies and equipment will not exceed the sum of: (1) \$75,000. The term "public works project" means a complete project. Division of the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project is not permitted.~~

- ~~A. A contract shall be awarded under this section according to the following procedure:~~
- ~~B. Competitive bidding is not required and staff may seek quotes directly from individual vendors. Staff are encouraged but not required to seek multiple quotes.~~

Section 2. Public Works – Small works roster, ~~between \$250,000 and \$350,000~~ \$350,000 or less

1. ~~The city contracts with MRSC for maintenance of a small works roster, consisting of all responsible, licensed contractors requesting to be included for award of public works contracts not to exceed \$350,000.~~
2. The city may award a contract for \$350,000 or less off of the small works roster using the following procedure:
 - A. The Public Works Director or designee shall obtain written quotations, from the appropriate small works roster. ~~Whenever possible, the~~ The city shall invite all at least five contractors to submit quotations, including certified small businesses, minority, women or veteran-owned, ~~whenever possible, at least one otherwise qualified woman or minority contractor. The city may invite all appropriate contractors on the roster to submit quotations.~~ Once a contractor has been afforded an opportunity to submit a quotation, that contractor shall not be offered another opportunity until all other appropriate contractors on the roster have been afforded an opportunity to submit a quotation on a contract.
 - B. The city's invitation for quotations shall include an estimate of the scope and nature of the work to be performed, and the materials and equipment to be furnished.
 - C. The city shall award the contract to the lowest responsible bidder.
 - D. Immediately after awarding a contract, the Public Works Director or designee shall record the bid quotations obtained for the contract. The bid quotations shall be open to public inspection.

Section 3. Public Works – Formal bidding, \$350,000 or more

Public works with a reasonably expected cost of \$350,000 or more shall be let by formal bid as provided herein:

1. Formal bidding procedure:
 - A. Staff will prepare bid specifications for completion of the public works project upon prior authorization by the City Council.
 - B. A call for sealed bids (“Call for Bids”) will be published in the official newspaper, or a newspaper of general circulation most likely to bring responsive bids, once a week for two consecutive weeks prior to the date fixed for the opening of bids.
 - C. The Call for Bids will be posted in the same manner as ordinances.
 - D. The Call for Bids shall contain the following:
 1. Description of the nature of work;
 2. State where the plans and specifications are on file;
 3. State that the bids must be sealed and filed with the city before a specific date;
 4. State what criteria will be used to score the bids
2. State that bids must be accompanied by bid proposal deposit which will be at least five percent of the bid in the form of a cashier's check or postal money order or surety bond made out to the city and specify that no bids will be considered without this deposit. Bids will be opened on the date and time and at the place as specified in the bid specifications, requests for proposals, advertisements and public notices.
3. Staff will prepare bid tabulation sheets based on the criteria laid out in the Call for Bids, and either recommend an award to the lowest responsible bidder who meets the terms of the specifications, conditions and qualifications, or recommend the rejection of all bids received.

4. The City Council shall review the bids, specifications and related materials and the recommendations of staff and shall award the contract to the lowest responsible bidder.
5. The ~~e~~City ~~a~~Administrator council may, upon review of the materials and recommendations of staff, reject all bids if it is determined that a bidder is non-responsive or not-responsible, and may make a further call for bids.
6. If bids are not received on the first call, the city may choose either to make a second call for bids or to negotiate directly with any prospective public works contractor.

Part VII Service Contracts

Contracts for services that are not for: (1) public works or (2) a qualifying professional service set out in RCW 39.80.020, do not require a competitive bidding process, per state law. However, the city would like to utilize a competitive process to ensure that taxpayer dollars are being put to their highest and best use. To that end, this city will follow the following processes:

1. For service contracts estimated to be less than \$50,000 no competitive process is required but staff should be able to show that the price is reasonable and the provider is qualified.
2. For service contracts estimated to be more than \$50,000 but less than \$75,000 staff should obtain three written quotes from qualified providers, or alternatively they may use a more formal RFP/RFQ process as described herein.

For service contracts estimated to be more than \$75,000 staff should use a formally advertised RFP/RFQ process as described herein.

Part VIII Architect and Engineer Services (A&E)

The City must follow chapter 39.80 RCW for procuring A&E professional services, as defined at RCW 39.80.020. Architectural and Engineering consultants are initially selected based upon their qualifications through a Request for Qualifications (RFQ) process, rather than price (see RCW 39.80.050). After selecting a consultant of this type via the RFQ process, the city will negotiate a contract with the most qualified firm at a price which the City determines fair and reasonable. In so negotiating, the city shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature. If the city is unable to negotiate a satisfactory contract with the firm selected at a price the city determines to be fair and reasonable, negotiations shall be terminated and the city shall begin negotiations with the next highly qualified firm.

1. The city shall typically request qualifications for on call contracts for A&E services, which are to be utilized for day to day needs as well as smaller projects.
- ~~1-2.~~ If an A&E service for a specific project is expected to exceed \$200,000, the city shall request qualifications from firms through an advertisement and select the most qualified firm to negotiate a contract with for that specific project and related follow up work.

Part IX Waivers and Exemptions

Section 1 Emergency Purchases

It is the intent as adopted by the City Council of Orting that the Mayor, or his designee, be authorized to waive the requirements of competitive bidding in the event of an emergency as defined by RCW 39.04.280. An emergency purchase means unforeseen circumstances beyond the control of the city that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. The Mayor or his designee shall comply with all portions of RCW 39.04.280 in the event of an emergency. The City Council through resolution may also waive competitive bidding requirements in circumstances defined within RCW 39.04.280. In any waiver of competitive bidding requirements, public disclosure and review shall be produced per the requirements as defined in RCW 39.04.280.

Section 2 Sole Source Supply

These requirements for purchasing or public works also may be waived by the Mayor, or his designee declaring that the purchase or public work is either clearly and legitimately limited to a single source or supply, or the materials, supplies, equipment, or services are subject to special market conditions, and recites why this situation exists. The City Council through resolution may also waive competitive bidding requirements in circumstances defined within RCW 39.04.280. In any waiver of competitive bidding requirements, public disclosure and review shall be produced per the requirements as defined in RCW 39.04.280.

Part X Purchasing Authority

Purchasing authority as described below is based on a complete contract price. Contracts that last multiple years shall have each years' cost aggregated to determine the entire contract value. Purchasing authority is also project-limited. If the project requires purchases from multiple vendors, costs from each vendor shall be aggregated to determine how a purchase is approved.

Section 1. Authorities for Budgeted Items:

Purchase of supplies, equipment, materials or goods not connected with a public works project

1. Purchases less than \$15,000 may be approved by department directors
2. Purchases less than \$50,000 may be approved by the City Administrator
3. Purchases above \$50,000 require Council approval.

Public Works projects

1. Purchases less than \$15,000 may be approved by the Public Works Director
2. Purchases less than \$50,000 may be approved by the City Administrator
3. Purchases above \$50,000 require Council approval.

Section 2. Authorities for non-Budgeted Items:

1. Purchases less than \$15,000 may be approved by the City Administrator
2. Purchases more than \$15,000 require Council approval

Part XI Credit Cards

The City shall provide the Mayor and department heads (or their designees, as approved by the Finance Committee) with a city credit card for traveling or purchasing budgeted items. It is the policy of the City that purchases on credit cards be minimized as much as possible. It is the responsibility of each card holder to save their receipts and provide them to the accounts payable clerk. The Finance Director may require a reconciliation from the card holder if they have more than ten transactions per month.

Section 1. Credit Limits

The following limits shall apply:

1. The Mayor, the City Administrator, and the Finance Director shall have full access to the city's credit limit.
2. The Police Chief shall have a limit of \$15,000.
3. The Public Works Director shall have a limit of \$15,000.
4. All other directors shall have a limit of \$5,000.
5. The Public Works Administrative Assistant shall have a limit of \$7,000.
6. All others who have credit cards shall have limits of \$1,000.
7. In the case of a declared emergency, the Incident commander and all city directors shall have full access to the credit limit of the city.

If needed, the Finance Director or designee may increase the credit card limit for a limited time period or for a specific purchase.

Part XII Federal Funds

Federal funds and grants often come with their own separate and more restrictive bidding requirements. Competitive bidding may be required by federal agencies, even below the state limits, and the required competitive process may be more demanding.

If the project uses any federal funding, the most restrictive of the state and federal requirements must be used. The city will work closely with granting agencies and follow all the requirements for the particular grant.

Equipment and Supplies

Type of Purchase	Normal Process	Other Requirements	Contract Authorization
Items costing less than \$7,500	No state law required		<ul style="list-style-type: none"> • Department director may execute
Items between \$7,500 and \$15,000	May use any of the following: <ul style="list-style-type: none"> • 3 quotes from MRSC vendor list • Formal bid • Interlocal Agreement or other possible exemptions 	Publication of RFP if bidding	<u>Budgeted Purchases</u> <ul style="list-style-type: none"> • Department director may execute <u>Non-budgeted purchases</u> <ul style="list-style-type: none"> • City Administrator may execute
Purchases over \$15,000	May use any of the following: <ul style="list-style-type: none"> • Formal Bid • Interlocal agreement or other possible exemptions 	Publication of RFP if bidding	<u>Budgeted Purchases</u> <ul style="list-style-type: none"> • Purchases up to \$50K City Administrator may execute • Purchases above \$50K are required to be approved by the Council <u>Non-budgeted</u> <ul style="list-style-type: none"> • Requires Council approval

Professional and personal services

Type of Service	Normal Process	Other Requirements	Contract Authorization
Architectural, Land Surveying and Engineering (A&E) Services	Request for Qualifications	<ul style="list-style-type: none"> • Publish RFQ • Must evaluate on performance and qualifications • Negotiate contract after selection 	<u>Budgeted Purchases</u> <ul style="list-style-type: none"> • If under \$50K, City Administrator may execute • Above \$50K requires Council approval <u>Non-budgeted purchases</u> <ul style="list-style-type: none"> • Purchases are required to be approved by the Council
A&E Services for Projects over \$200,000 ¹	Request for Qualifications	<ul style="list-style-type: none"> • Publish RFQ • Must evaluate on performance and qualifications • Negotiate contract after selection 	<ul style="list-style-type: none"> • Council Approval
All other personal services	<ul style="list-style-type: none"> • No state law required process • Contracts more than \$50K but less than \$75K should obtain three written quotes or a formal bid • Contracts more than \$75K should use a formal bid • Interlocal agreement or other possible exemption 		<u>Budgeted</u> <ul style="list-style-type: none"> • If under \$15K, department director may execute • If under \$50K, City Administrator may execute <u>Non-budgeted</u> <ul style="list-style-type: none"> • Under \$15K, City Administrator may execute • Above \$15K requires Council approval

¹ \$200,000 specifically applies to the A&E portion of the project.

Public Works

<u>Purchase or Project</u>	<u>Normal Process</u>	<u>Other Requirements</u>	<u>Contract Authorization</u>
<u>Projects costing under \$50K (Limited Public Works)</u>	<ul style="list-style-type: none"> • <u>Solicited quotes from a minimum of (3) three applicable vendors</u> • <u>Interlocal agreement or other possible exemptions</u> 	<ul style="list-style-type: none"> • <u>Prevailing wage</u> • <u>Insurance</u> • <u>Contract/Performance bond required between \$20K to \$40K</u> 	<u>Budgeted Projects</u> <u>Department director may execute</u> <u>Non-budgeted Projects</u> <ul style="list-style-type: none"> • <u>Under \$15K Department director may execute</u> • <u>Under \$50K City Administrator may execute</u> <u>Non-budgeted purchases</u> <ul style="list-style-type: none"> • <u>Under \$15K City Administrator may execute</u> • <u>Above \$15K requires Council approval</u>
<u>Projects costing less than 50K (Direct Contract from MRSC small works roster)</u>	<ul style="list-style-type: none"> • <u>Rotating requirements –</u> • <u>Track award of contracts</u> • <u>Interlocal agreement or other possible exemptions</u> 	<ul style="list-style-type: none"> • <u>Prevailing wage</u> • <u>Insurance</u> • <u>Contract/Performance bond</u> 	<u>Budgeted Purchases</u> <ul style="list-style-type: none"> • <u>Up to \$15K Department director may execute</u> • <u>Under \$50K City Administrator may execute</u> <u>Non-budgeted purchases</u> <ul style="list-style-type: none"> • <u>Under \$15K City Administrator may execute</u> • <u>Above \$15K requires Council approval</u>
<u>More than \$250K but less than \$350K</u>	<ul style="list-style-type: none"> • <u>Formal Bid or Small Works Roster process to solicit quotes from ALL applicable contractors</u> • <u>Interlocal agreement or other possible exemptions</u> 	<ul style="list-style-type: none"> • <u>Prevailing wage</u> • <u>Insurance</u> • <u>Contract/Performance bond required</u> • <u>Bid bond/deposit (unless using Small Works Roster)</u> 	<u>Budgeted Projects</u> <ul style="list-style-type: none"> • <u>Requires Council approval</u> <u>Non-budgeted Projects</u> <ul style="list-style-type: none"> • <u>Requires Council approval</u>
<u>Projects costing 350K or more</u>	<ul style="list-style-type: none"> • <u>Formal Bid</u> • <u>Interlocal agreement or other possible exemptions</u> 	<ul style="list-style-type: none"> • <u>Prevailing wage</u> • <u>Insurance</u> • <u>Contract/Performance bond</u> • <u>Bid bond/deposit</u> 	<ul style="list-style-type: none"> • <u>Requires Council approval</u>

Possible exemptions from normal competitive bidding requirements include the following:

- emergency purchase, sole source purchase, special facilities or market conditions, purchase of insurance or bonds, auction, electronic data processing or telecommunications purchase

RCW 39.04.151 Small works roster—State agencies, authorized local governments may establish—Municipal research and services center—Rules. (Effective July 1, 2024.) (1) A state agency or an authorized local government may utilize a statewide small works roster in accordance with subsection (2) of this section or create and maintain one or more small works rosters for different specialties, categories of anticipated work, or geographic areas served by contractors on the roster that have registered for inclusion on that particular roster.

(a) The small works roster shall consist of all responsible contractors who have requested to be on the list, and where required by law, are properly licensed or registered to perform such work in this state in accordance with RCW 39.04.350.

(b) A state agency or authorized local government establishing a small works roster must require contractors desiring to be placed on the roster to indicate if they meet the definition of women and minority-owned business as described in RCW 39.19.030(7)(b), veteran-owned business as defined in RCW 43.60A.010, or small business as defined in RCW 39.04.010, and to keep current records of any applicable licenses, certifications, registrations, bonding, insurance, or other appropriate matters on file with the appropriate agency as a condition of being placed on the roster and award of contract.

(c) At least once a year, the state agency or local government must publish in a newspaper of general circulation and provide the office of minority and women's business enterprises' directory of certified firms a notice of the existence of the roster and solicit contractors for the roster.

(d) Responsible contractors must be added to an appropriate roster at any time they submit a written request and the necessary records.

(e) The contractor must agree and be able to receive notifications and other communications via email.

(f) State agencies or authorized local governments using a small works roster may not break a project into units or construct a project by phases if done for the purposes of avoiding maximum dollar amounts set by chapter 395, Laws of 2023.

(2) The department of commerce through [through] the **municipal research and services center** shall develop a statewide small works roster in compliance with subsection (1) of this section by June 30, 2024. The municipal research and services center must develop criteria for the statewide roster with collaboration from affected state and local agencies. The statewide roster must have features to filter the roster by different specialties, categories of anticipated work, or geographic areas served by contractors. The roster must also indicate if the contractor is designated as a small business as defined in RCW 39.04.010.

(3) The department of commerce shall provide funding to the municipal research and services center as appropriated to maintain and publicize a small works roster and work with the municipal research and services center to notify state and local governments authorized to use small works rosters of the statewide roster authority and to provide guidance on how to use the authority. The guidance may take the form of a manual provided to local governments.

(4) A state agency establishing a small works roster shall adopt rules implementing this section. A local government establishing a

small works roster shall adopt an ordinance or resolution implementing this section. Procedures included in rules adopted by the department of enterprise services in implementing this section must be included in any rules providing for a small works roster that is adopted by another state agency, if the authority for that state agency to engage in these activities has been delegated to it by the department of enterprise services under chapter 43.19 RCW. An interlocal contract or agreement between two or more state agencies or local governments establishing a small works roster to be used by the parties to the agreement or contract must clearly identify the lead entity that is responsible for implementing the provisions of this subsection. [2023 c 395 § 14.]

Effective date—2023 c 395 §§ 1-30, 32-34, 36, and 37: See note following RCW 39.04.010.

Findings—Intent—2023 c 395: See note following RCW 39.04.010.

RCW 39.04.152 Uniform small works roster provisions—Invitations for bids—Retainage, performance bonds—Bid quotations—List of small works contracts awarded. (Effective July 1, 2024.) (1) This section provides uniform small works roster provisions to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property that may be used by state agencies and by any local government that is expressly authorized to use these provisions. These provisions may be used in lieu of other procedures to award contracts for such work with an estimated cost of \$350,000 or less excluding state sales tax. The small works roster process includes the direct contract provisions authorized under this section and any local government authorized to award contracts using the small works roster process under this section may award contracts using the direct contract provisions of this section. State agencies and authorized local governments using small works rosters must establish procedures for implementing chapter 395, Laws of 2023.

(2) State agencies and authorized local governments must document good faith efforts annually implementing subsections (6) and (7) of this section.

(3) Invitations for bids or direct contract negotiation must include, at a minimum, an estimate for the scope of work including the nature of the work to be performed as well as the materials and equipment to be furnished. Detailed plans and specifications need not be included.

(4) The department of enterprise services must develop and make available on its public-facing website templates for bid invitations, bidding, and contracting that may be used by state agencies, authorized local governments, and contractors.

(a) (i) For small works roster projects with an estimated cost less than \$350,000, not including sales tax, state agencies and authorized local governments may contract by securing written or electronic quotations to assure that a competitive price is established and to award contracts to the responsible bidder with the lowest responsive bid.

(ii) A state agency or authorized local government contracting through a small works roster shall invite bids notifying all contractors on the applicable roster that have indicated interest in performing work in the applicable geographical area.

(b) For small public works projects with an estimated cost less than \$150,000, not including sales tax, to increase the utilization of small businesses, state agencies and local governments are encouraged to and may direct contract with small businesses as defined in chapter 395, Laws of 2023, before direct contracting with other contractors on the appropriate small works roster without a competitive process as follows:

(i) If there are six or more contractors meeting the definition of small business on the applicable roster, the state agency or authorized local government must direct contract with one of those small businesses on the applicable roster that have indicated interest in performing work in the applicable geographical area. A state agency or authorized local government utilizing direct contracting pursuant to this subsection must rotate through the contractors on the appropriate small works roster and must, when qualified contractors are available from the roster who may perform the work or deliver the services within the budget described in the notice or request for proposals, utilize different contractors on different projects.

(ii) If there are five or less contractors meeting the definition of small business on the applicable roster, the state agency or authorized local government may direct contract with any contractor on the applicable roster.

(iii) The state agency or authorized local government must notify small, minority, women, or veteran-owned businesses on the applicable roster when direct contracting is utilized.

(iv) It is the intent of the legislature to increase utilization of small, minority, women, and veteran-owned businesses. Each state agency and authorized local government shall establish a small, minority, women, and veteran-owned business utilization plan. A state agency or authorized local government engaging in direct contracting may not favor certain contractors on the appropriate small works roster by repeatedly awarding contracts without documented attempts to direct contract with other contractors on the appropriate small works roster.

(v) If the state agency or authorized local government elects not to use the methods outlined in this subsection, it may not use direct contracting and must invite bids by electronically notifying all contractors on the applicable roster that have indicated interest in performing work in the applicable geographical area as described in this section.

(5) For small public works contracts under \$5,000, there is no requirement for retainage or performance bonds. Small public works contracts valued at more than \$5,000 shall be subject to performance bond requirements set forth in chapter 39.08 RCW and retainage requirements set forth in chapter 60.28 RCW, provided, however, that the awarding state agency or authorized local government may reduce or waive retainage requirements set forth in RCW 60.28.011(1)(a), thereby assuming the liability for the contractor's nonpayment of: (a) Laborers, mechanics, subcontractors, materialpersons, and suppliers; and (b) taxes, increases, and penalties pursuant to Titles 50, 51, and 82 RCW that may be due from the contractor for the project. Any such waiver will not affect the rights of the state agency or local government to recover against the contractor for any payments made on the contractor's behalf. For small public works contracts awarded through a bid solicitation, notice of any retainage reduction or waiver must be provided in bid solicitations.

(6) After an award is made, the bid quotations obtained shall be recorded, publicly available, and available by request.

(7) Annually, a state agency or authorized local government must publish a list of small works contracts awarded and contractors contacted for direct negotiation pursuant to RCW 39.04.200. [2023 c 395 § 15.]

Effective date—2023 c 395 §§ 1-30, 32-34, 36, and 37: See note following RCW 39.04.010.

Findings—Intent—2023 c 395: See note following RCW 39.04.010.

RCW 39.04.155 Small works roster contract procedures—Limited public works process—Definitions. (Effective until July 1, 2024.)

(1) This section provides uniform small works roster provisions to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property that may be used by state agencies and by any local government that is expressly authorized to use these provisions. These provisions may be used in lieu of other procedures to award contracts for such work with an estimated cost of three hundred fifty thousand dollars or less. The small works roster process includes the limited public works process authorized under subsection (3) of this section and any local government authorized to award contracts using the small works roster process under this section may award contracts using the limited public works process under subsection (3) of this section.

(2) (a) A state agency or authorized local government may create a single general small works roster, or may create a small works roster for different specialties or categories of anticipated work. Where applicable, small works rosters may make distinctions between contractors based upon different geographic areas served by the contractor. The small works roster or rosters shall consist of all responsible contractors who have requested to be on the list, and where required by law are properly licensed or registered to perform such work in this state. A state agency or local government establishing a small works roster or rosters may require eligible contractors desiring to be placed on a roster or rosters to keep current records of any applicable licenses, certifications, registrations, bonding, insurance, or other appropriate matters on file with the state agency or local government as a condition of being placed on a roster or rosters. At least once a year, the state agency or local government shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. In addition, responsible contractors shall be added to an appropriate roster or rosters at any time they submit a written request and necessary records. Master contracts may be required to be signed that become effective when a specific award is made using a small works roster.

(b) A state agency establishing a small works roster or rosters shall adopt rules implementing this subsection. A local government establishing a small works roster or rosters shall adopt an ordinance or resolution implementing this subsection. Procedures included in rules adopted by the department of enterprise services in implementing this subsection must be included in any rules providing for a small works roster or rosters that is adopted by another state agency, if the authority for that state agency to engage in these activities has been delegated to it by the department of enterprise services under chapter 43.19 RCW. An interlocal contract or agreement between two or more state agencies or local governments establishing a small works roster or rosters to be used by the parties to the agreement or contract must clearly identify the lead entity that is responsible for implementing the provisions of this subsection.

(c) Procedures shall be established for securing telephone, written, or electronic quotations from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to the lowest responsible bidder, as defined in RCW 39.04.010. Invitations for quotations shall include an estimate of

the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This subsection does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes. Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. However, if the estimated cost of the work is from two hundred fifty thousand dollars to three hundred fifty thousand dollars, a state agency or local government that chooses to solicit bids from less than all the appropriate contractors on the appropriate small works roster must also notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The government has the sole option of determining whether this notice to the remaining contractors is made by: (i) Publishing notice in a legal newspaper in general circulation in the area where the work is to be done; (ii) mailing a notice to these contractors; or (iii) sending a notice to these contractors by facsimile or other electronic means. For purposes of this subsection (2)(c), "equitably distribute" means that a state agency or local government soliciting bids may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

(d) A contract awarded from a small works roster under this section need not be advertised.

(e) Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by at least one of the following: Telephone or electronic request.

(f) For projects awarded under the small works roster process established under this subsection, a state agency or authorized local government may waive the retainage requirements of RCW 60.28.011(1)(a), thereby assuming the liability for contractor's nonpayment of: (i) Laborers, mechanics, subcontractors, materialpersons, and suppliers; and (ii) taxes, increases, and penalties under Titles 50, 51, and 82 RCW that may be due from the contractor for the project. However, the state agency or local government has the right of recovery against the contractor for any payments made on the contractor's behalf. Recovery of unpaid wages and benefits are the first priority for actions filed against the contract.

(3)(a) In lieu of awarding contracts under subsection (2) of this section, a state agency or authorized local government may award a contract for work, construction, alteration, repair, or improvement projects estimated to cost less than fifty thousand dollars using the limited public works process provided under this subsection. Public works projects awarded under this subsection are exempt from the other requirements of the small works roster process provided under subsection (2) of this section and are exempt from the requirement that contracts be awarded after advertisement as provided under RCW 39.04.010.

(b) For limited public works projects, a state agency or authorized local government shall solicit electronic or written quotations from a minimum of three contractors from the appropriate

small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request. A state agency or authorized local government must equitably distribute opportunities for limited public works projects among contractors willing to perform in the geographic area of the work. A state agency or authorized local government shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded. For limited public works projects, a state agency or authorized local government may waive the payment and performance bond requirements of chapter 39.08 RCW and may waive the retainage requirements of RCW 60.28.011(1) (a), thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialpersons, suppliers, and taxes, increases, and penalties imposed under Titles 50, 51, and 82 RCW that may be due from the contractor for the limited public works project, however the state agency or authorized local government shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

(4) The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process or limited public works process.

(5) A state agency or authorized local government may use the limited public works process in this section to solicit and award small works roster contracts to minibusinesses and microbusinesses as defined under RCW 39.26.010 that are registered contractors.

(6) The definitions in this subsection apply throughout this section unless the context clearly requires otherwise.

(a) "Equitably distribute opportunities" means that a state agency or authorized local government may not favor certain contractors on the appropriate small works roster over other contractors on the same roster who perform similar services.

(b) "State agency" means the department of enterprise services, the state parks and recreation commission, the department of natural resources, the department of fish and wildlife, the department of transportation, any institution of higher education as defined under RCW 28B.10.016, and any other state agency delegated authority by the department of enterprise services to engage in construction, building, renovation, remodeling, alteration, improvement, or repair activities. [2019 c 434 § 5; 2015 c 225 § 33; 2009 c 74 § 1; 2008 c 130 § 17. Prior: 2007 c 218 § 87; 2007 c 210 § 1; 2007 c 133 § 4; 2001 c 284 § 1; 2000 c 138 § 101; 1998 c 278 § 12; 1993 c 198 § 1; 1991 c 363 § 109.]

Finding—Intent—2019 c 434: See note following RCW 35.23.352.

Intent—Finding—2007 c 218: See note following RCW 41.08.020.

Purpose—2000 c 138: "The purpose of this act is to establish a common small works roster procedure that state agencies and local governments may use to award contracts for construction, building,

renovation, remodeling, alteration, repair, or improvement of real property." [2000 c 138 § 1.]

Part headings not law—2000 c 138: "Part headings used in this act are not any part of the law." [2000 c 138 § 302.]

Purpose—Captions not law—1991 c 363: See notes following RCW 2.32.180.

Competitive bids—Contract procedure: RCW 36.32.250.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Park Parking Lease Request.	AB24-88	CGA		
		9.4.2024	9.18.2024	
	Department:	Administration		
	Date Submitted:	8.28.2024		
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: None				
SUMMARY STATEMENT:				
<p>The city received a request from the owner of the Orting Yard at 130 Corrin NW to lease a parking space in the North Park to meet their ADA parking obligation. Staff have reviewed this request and it is within council's preview to enter into a Joint Parking Agreement with the business owner. Since this is utilizing city park property for business use, if the city were to agree to lease the space, we would be required to charge a market rate. Staff have prepared a separate memorandum related to valuation and lease pricing, which will be provided under privileged cover.</p> <p>The council should make some additional considerations with regard to overall policy direction before a final decision is made to lease park property to a business:</p> <ol style="list-style-type: none"> 1. The city has to be consistent with its practice of leasing property, and future request should be consistent with whatever direction council takes on this request. 2. As part of the city's economic development goal, one of the areas identified to review is Mixed Use Town Center parking. 3. Since the property that the business owner would like to lease is part of the city's park, council does not have an obligation to approve this request, or the council could come up with a process by which this and future requests are evaluated. <p>If council desires to move this request toward approval the following steps would need to take place:</p> <ol style="list-style-type: none"> 1. Staff would prepare a Joint Use Parking Agreement. 2. Staff would prepare a lease agreement. 3. Council would have to agree on a price at which to lease the parking space. 				

RECOMMENDED ACTION: Action:

Provide staff direction on what next steps should be.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: City Council Code of Ethics Policy Review.	AB24-64	CGA		
		7.3.2024 9.4.2024	9.18.2024	
	Department:	Administration		
	Date Submitted:	6.26.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:				
Fiscal Note:				
Attachments: Resolution No. 2017-27, Code of Ethics Policy adopted 12.13.2017.				
SUMMARY STATEMENT:				
Attached is a copy of the Code of Ethics policy for review as recommended by the CGA Committee.				
RECOMMENDED MOTION: <u>Motion:</u>				
TBD.				



City Council of the City of Orting, Washington

Policy No. 2017-04

City Council Code of Ethics

I. PURPOSE

The purpose of this policy is to establish a formal code of ethics by which Councilmembers will conduct themselves while serving on the Orting City Council.

II. REFERENCES

Chapter 42.23 RCW, Code of Ethics for Municipal Officers—Contract Interests

Ch. 42.20 RCW, Misconduct of Public Officers

Ch. 42.36 RCW, Appearance of Fairness.

III. DECLARATION OF POLICY

It is essential to the proper administration and operation of the City of Orting that the City Council be and give the appearance of being independent and impartial; that elective and appointed office with the City of Orting not be used for personal benefit; and that the public have confidence in the integrity of the City. In recognition of these goals, the City Council has adopted this Code of Ethics, which is applicable to all members of the City Council.

The purpose of this Code is to establish standards of ethical conduct applicable to the City Councilmembers, in the discharge of their duties by prescribing essential restrictions against conflict of interest and other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service. To that end, Councilmembers should not be denied the opportunity available to all other citizens to acquire and maintain private economic interests, except in circumstances in which a conflict of interest would reasonably result.

It is required that all Councilmembers comply with the law and all other applicable rules and regulations governing the conduct of public officials. The standards in this Code shall not preclude other standards required by law including but not limited to, Ch. 42.23 RCW, Code of Ethics for Municipal Officers-Contract Interests, Ch. 42.20 RCW, Misconduct of Public Officers

and Ch. 42.36 RCW, Appearance of Fairness. Nothing in this Code of Ethics shall be construed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

A. Avoidance of the Appearance of Impropriety

All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests. No Councilmember shall, by their conduct or participation in activities, give reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmember is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

Example:

A Councilmember actively pursues the award of a city contract to a company owned by a close friend. Such activity gives the appearance of impropriety and should be avoided.

B. Standards of Ethical Conduct

1. Personal Interests in Contracts Prohibited

No Councilmember shall participate in their capacity as a Councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the Councilmember has only a remote interest in the contract as defined in RCW 42.23.040 and summarized below and where the fact and the extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership without counting the vote or votes of the Councilmember(s) having the remote interest

For purposes of this section, a "remote interest" means:

- a. that of a non-salaried officer of a non-profit corporation; or
- b. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary; or
- c. that of a landlord or tenant of a contracting party; or
- d. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

2. Personal Influence in Contract Selection Prohibited.

No Councilmember shall influence the City's selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 and summarized herein and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the Councilmember(s) having the remote interest.

Example:

A Councilmember is requested to vote to award a contract to a company that employs the Councilmember. If the Councilmember has a beneficial interest in the contract either direct or indirect such as through a business profit sharing plan, the contract cannot be approved. If the Councilmember has no such interest and/or is subject to the remote interest rule, the Councilmember must disclose his/her interest and abstain from voting. Further, the Councilmember may not attempt to influence the votes of other Councilmembers. Questions regarding these kinds of situations should be directed to the City Attorney for review.

3. Disclosure of Confidential Information

A Councilmember shall not disclose or use any confidential, privileged, or proprietary information gained by reason of his or her position for a purpose other than an authorized City undertaking; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request. Information obtained during Executive Sessions is deemed confidential.

Examples:

A Councilmember purchases land with advanced, undisclosed knowledge of the route of a new transit line that, when completed, will substantially increase the value of the land. The Councilmember's purchase of the land based on "inside" information violates this section of the Code of Ethics.

While having a conversation with Union leadership, a Councilmember discloses information discussed during Executive Session about labor negotiation strategy. The Councilmember's conduct violates this section's prohibition against disclosing information discussed in Executive Session.

4. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity Prohibited.

Councilmembers may not, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward, or gratuity for a matter connected with or related to the officer's performance of official duties for the city. Prohibited conduct includes, but is not limited to, the following:

- a. Accepting cash or other cash equivalents such as gift cards or gift certificates regardless of value except as part of an internal, recognized, and sanctioned city incentive program.
- b. Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom the city regularly transacts business, who has or seeks a contract with the city, or who desires other official action from the city.
- c. Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the city may have with that customer, potential customer, or financial institution.
- d. Misusing confidential city information or disclosing such information to any individual who does not have a need to know the information.
- e. Using the city's name, account or credit to purchase merchandise for personal use

Exceptions. The prohibition regarding accepting compensation, gifts, or rewards shall not apply to:

- a. Receiving items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made to gain or maintain influence;
- b. Receiving items exchanged equally among Councilmembers at a social event hosted or sponsored by an officer of the city for other officers or employees of the city.
- c. Receiving items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference;
- d. Payment by a governmental or non-governmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. Reasonable expenses are limited to travel, lodging and

subsistence expenses incurred the day before through the day after the event;

- e. Payment of fees and reasonable travel expenses for attending seminars or educational programs sponsored by a government or bona fide non-profit professional, educational, trade or charitable association or institution. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
- f. Discounts available to the individual as a member of a group, occupation or similar broad-based group;
- g. Awards, prizes, scholarships or other items provided in recognition of academic, sport, or scientific achievement;
- h. Attendance of the Councilmember at a hosted meal where official attendance by the Councilmember as a city representative is appropriate;
- i. Campaign contributions that are in compliance with Chapter 42.17 RCW.

Example:

The Anyname Company has submitted a bid on a City project. The President of Anyname approaches a City Councilmember and promises that if his firm is the successful contract bidder, he will buy supplies from a firm owned by the Councilmember. The Councilmember promises to use his/her position to secure the contract for Anyname. Such actions are a violation of this section of the Ethics Code.

5. Certain Employment Prohibited.

No City Councilmember shall engage in or accept employment or render services for any employer when such employment or service creates a conflict of interest with a duty owed to the city or conflicts with the proper discharge of official city duties.

Example:

A Councilmember, who is also a real estate agent, represents a client who is in competition with the City for a parcel of land. The Councilmember is in violation of this section of the Code of Ethics.

6. Personal Interest in Legislation Prohibited.

No City Councilmember shall benefit either directly or indirectly from any legislation or have a financial interest in any legislation coming before the City Council nor participate in discussion with or give an opinion on such legislation, unless such interest is a remote interest as defined in this section and where the fact and extent of such interest is disclosed and noted on the record of the Council, or similar records of the City prior to consideration of the legislation by the City Council. City Councilmembers' participation in the enactment of legislation shall be governed by Ch. 42.23 RCW, Code of Ethics for Municipal Officers and Ch. 42.36 RCW, The Appearance of Fairness Doctrine. City Councilmembers shall not be prohibited from participating in the adoption of legislation when the Councilmember has only a remote interest in the legislation as defined in this section, which has been disclosed, and the legislation is applicable to the general public and not of specific or unique benefit to the Councilmember. Questions regarding these kinds of situations should be directed to the City Attorney for review.

7. Improper Use of Position Prohibited.

A Councilmember shall not knowingly use his or her office or position to secure personal benefit, gain or profit, or use his or her position to secure special privileges or exceptions for himself or herself, or for the benefit, gain, or profits of any other persons.

8. Improper Use of City Personnel Prohibited.

A Councilmember shall not employ or use any person under his or her official control or direction for personal benefit, gain, or profit.

9. Improper Use of City Property Prohibited.

A City Councilmember shall not use city-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Such use is restricted to those city services that are available to the public generally, for the authorized conduct of official business or for such purposes and under such conditions as are approved by the city council, city Administrator or designee.

A Councilmember shall not utilize the City's name, letterhead or logo for the purpose of endorsing any political candidate, business, commercial product, or service.

C. Impermissible Conduct After Leaving City Office

1. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City Councilmember shall disclose or use for his or her personal gain or that of any other person any privileged, confidential, or proprietary information gained because of his or her city office .

2. Participation in City Matters Prohibited.

No former City Councilmember shall, during the period of one year after leaving office:

- a. Assist any person in matters involving the city if, while in the course of duty with the city, the former Councilmember was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter; or
- b. Represent any person as an advocate in any matter in which the former Councilmember was involved while a Councilmember; or
- c. Participate as or with a bidder, vendor, or consultant in any competitive selection process for a city contract in which he or she assisted the city in determining the project, or work to be done or the process to be used.

D. Violation of the Code of Ethics

Any person who has information that a Councilmember may have violated the Code of Ethics shall provide that information in writing to the City Council and the City Administrator. The written complaint must be based substantially upon the personal knowledge of the complainant and signed by the person filing the complaint. No action will be taken on any complaint which is filed later than three (3) years after a violation of the Code of Ethics is alleged to have occurred.

Upon receipt of the complaint, the City Council, and/or the City Administrator shall provide it to the City Attorney who shall promptly review the information and determine whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics and shall report back to the Council in writing. The City Council, at its next regular meeting, shall review the City Attorney's report and make a determination as to whether or not the Council shall refer the allegation(s) to a Hearings Examiner designated by the Council to conduct an investigation.

If so referred, the Hearings Examiner shall conduct an investigation of the complaint and prepare written findings and conclusions within sixty 60 days of the date the complaint was received by the City unless an extension is granted by the Council. The Councilmember accused of the ethics violation shall have the right to review any and all information obtained as a result of the investigation and shall have the right to respond in writing to the complaint which information shall be reviewed and taken into consideration by the Hearings Examiner.

Upon completion of the investigation, the Hearings Examiner shall issue an advisory report to the Council for its consideration, as well as to the City Administrator and City Attorney. The report shall set forth findings and conclusions demonstrating whether or not, based on a preponderance of the evidence, the councilmember has violated the Code of Ethics.

Within five (5) business days of the receipt of the report, the City Administrator shall provide copies of the report via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses.

Within fifteen (15) business days of the receipt of the report, the Council (excluding the accused Councilmember) shall convene to review the alleged violation and the report and take action. Action may include the following:

1. Dismissal of the complaint on the basis that no violation of the Code of Ethics has occurred; or
2. Remand to the Hearings Examiner to obtain additional information in order for the Council to decide whether a violation has occurred; or
3. A determination that by a preponderance of the evidence, a violation of the Code of Ethics has occurred in which case the Council shall adopt written findings, conclusions and appropriate sanctions as forth herein.

Adoption of the findings, conclusions and sanction(s) by the City Council shall be by majority vote; provided that the Councilmember accused of the violation shall not vote on any matter involving that member; and provided further that in the event the Mayor is accused of the violation, the Deputy Mayor shall act in the Mayor's stead.

Within five (5) business days thereafter, the City Administrator shall provide copies of the Council's findings, conclusions and sanction(s) via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses. No final disposition of the matter will be implemented for a period of ten (10) days to allow the Councilmember against whom the complaint was filed to request a review of the Council's decision. Such a request shall be submitted to the City Administrator in writing and shall state the reasons for his or her objections and request a review of the action taken. The Council shall review the action taken in light of the findings and conclusions and request for review and may take whatever further action, if any, appears appropriate under the circumstances. The action of the Council shall be final and not subject to further review or appeal except as may otherwise be provided by law.

Action by Council may take any of the following sanctions:

1. Admonition. An admonition shall be verbal non-public statement made by the Mayor to the member.
2. Reprimand. A reprimand shall be administered to the Councilmember by letter. The letter shall be prepared by the City Council and shall be signed by the Mayor.
3. Censure. A censure shall be a written statement administered personally to the member. The individual shall appear at a time and place directed by the City Council to receive the censure. It shall be given publicly, and the member shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the member appears as required.

4. Other sanctions. Any sanction imposed under this Code of Ethics is in addition to and not in lieu of any other penalty, sanction or remedy which may be imposed or sought according to law or equity, including, but not limited to:
 - a. Civil penalties of \$500 and possible forfeiture of office, pursuant to RCW 42.23.050.
 - b. Removal or recall from office pursuant to state law.
 - c. Removal from leadership positions, boards and commissions and other official positions or duties that do not conflict with Washington statutes.
 - d. Initiation of appropriate civil actions against any person who violates this Code.
 - e. Injunctive relief to ensure that violation of this Code or of other provisions of law cease and desist.

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2017-27

ORIGINAL

A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, ADOPTING POLICY NO. 2017-04,
ESTABLISHING CODE OF ETHICS FOR CITY COUNCIL;
SETTING EFFECTIVE DATE.

WHEREAS, the City Council of the City of Orting maintains Rules of Procedure, which govern conduct of City Council members, generally, and were last updated on November 9, 2016; and

WHEREAS, the City Council desires to adopt a comprehensive Code of Ethics, which would govern the ethical conduct of elected officials and penalties for violations thereof, and supplement the Rules of Procedure, as amended and as may be amended in the future; and

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

Section 1. Ethics Policy, Adopted. Policy No. 2017-04, the "Council Ethics Policy" attached hereto as Exhibit A, is hereby adopted by reference as if fully set forth herein.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

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 13th DAY OF December, 2017.

CITY OF ORTING

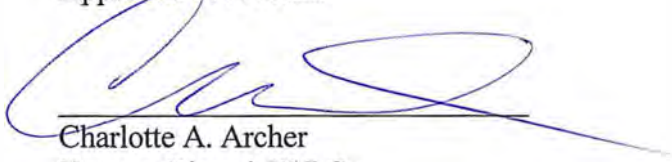


Joachim Pestinger, Mayor

ATTEST/AUTHENTICATED:

Jane A. Montgomery
Jane Montgomery, City Clerk

Approved as to form:



Charlotte A. Archer
Kenyon Disend, PLLC
City Attorney



City Council of the City of Orting, Washington

Policy No. 2017-04

City Council Code of Ethics

I. PURPOSE

The purpose of this policy is to establish a formal code of ethics by which Councilmembers will conduct themselves while serving on the Orting City Council.

II. REFERENCES

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Ch. 42.20 RCW, Misconduct of Public Officers

Ch. 42.36 RCW, Appearance of Fairness.

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It is required that all Councilmembers comply with the law and all other applicable rules and regulations governing the conduct of public officials. The standards in this Code shall not preclude other standards required by law including but not limited to, Ch. 42.23 RCW, Code of Ethics for Municipal Officers-Contract Interests, Ch. 42.20 RCW, Misconduct of Public Officers

and Ch. 42.36 RCW, Appearance of Fairness. Nothing in this Code of Ethics shall be construed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

A. Avoidance of the Appearance of Impropriety

All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests. No Councilmember shall, by their conduct or participation in activities, give reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmember is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

Example:

A Councilmember actively pursues the award of a city contract to a company owned by a close friend. Such activity gives the appearance of impropriety and should be avoided.

B. Standards of Ethical Conduct

1. Personal Interests in Contracts Prohibited

No Councilmember shall participate in their capacity as a Councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the Councilmember has only a remote interest in the contract as defined in RCW 42.23.040 and summarized below and where the fact and the extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership without counting the vote or votes of the Councilmember(s) having the remote interest

For purposes of this section, a "remote interest" means:

- a. that of a non-salaried officer of a non-profit corporation; or
- b. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary; or
- c. that of a landlord or tenant of a contracting party; or
- d. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

2. Personal Influence in Contract Selection Prohibited.

No Councilmember shall influence the City's selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 and summarized herein and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the Councilmember(s) having the remote interest.

Example:

A Councilmember is requested to vote to award a contract to a company that employs the Councilmember. If the Councilmember has a beneficial interest in the contract either direct or indirect such as through a business profit sharing plan, the contract cannot be approved. If the Councilmember has no such interest and/or is subject to the remote interest rule, the Councilmember must disclose his/her interest and abstain from voting. Further, the Councilmember may not attempt to influence the votes of other Councilmembers. Questions regarding these kinds of situations should be directed to the City Attorney for review.

3. Disclosure of Confidential Information

A Councilmember shall not disclose or use any confidential, privileged, or proprietary information gained by reason of his or her position for a purpose other than an authorized City undertaking; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request. Information obtained during Executive Sessions is deemed confidential.

Examples:

A Councilmember purchases land with advanced, undisclosed knowledge of the route of a new transit line that, when completed, will substantially increase the value of the land. The Councilmember's purchase of the land based on "inside" information violates this section off the Code of Ethics.

While having a conversation with Union leadership, a Councilmember discloses information discussed during Executive Session about labor negotiation strategy. The Councilmember's conduct violates this section's prohibition against disclosing information discussed in Executive Session.

4. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity Prohibited.

Councilmembers may not, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward, or gratuity for a matter connected with or related to the officer's performance of official duties for the city. Prohibited conduct includes, but is not limited to, the following:

- a. Accepting cash or other cash equivalents such as gift cards or gift certificates regardless of value except as part of an internal, recognized, and sanctioned city incentive program.
- b. Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom the city regularly transacts business, who has or seeks a contract with the city, or who desires other official action from the city.
- c. Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the city may have with that customer, potential customer, or financial institution.
- d. Misusing confidential city information or disclosing such information to any individual who does not have a need to know the information.
- e. Using the city's name, account or credit to purchase merchandise for personal use

Exceptions. The prohibition regarding accepting compensation, gifts, or rewards shall not apply to:

- a. Receiving items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made to gain or maintain influence;
- b. Receiving items exchanged equally among Councilmembers at a social event hosted or sponsored by an officer of the city for other officers or employees of the city.
- c. Receiving items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference;
- d. Payment by a governmental or non-governmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. Reasonable expenses are limited to travel, lodging and

subsistence expenses incurred the day before through the day after the event;

- e. Payment of fees and reasonable travel expenses for attending seminars or educational programs sponsored by a government or bona fide non-profit professional, educational, trade or charitable association or institution. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
- f. Discounts available to the individual as a member of a group, occupation or similar broad-based group;
- g. Awards, prizes, scholarships or other items provided in recognition of academic, sport, or scientific achievement;
- h. Attendance of the Councilmember at a hosted meal where official attendance by the Councilmember as a city representative is appropriate;
- i. Campaign contributions that are in compliance with Chapter 42.17 RCW.

Example:

The Anyname Company has submitted a bid on a City project. The President of Anyname approaches a City Councilmember and promises that if his firm is the successful contract bidder, he will buy supplies from a firm owned by the Councilmember. The Councilmember promises to use his/her position to secure the contract for Anyname. Such actions are a violation of this section of the Ethics Code.

5. Certain Employment Prohibited.

No City Councilmember shall engage in or accept employment or render services for any employer when such employment or service creates a conflict of interest with a duty owed to the city or conflicts with the proper discharge of official city duties.

Example:

A Councilmember, who is also a real estate agent, represents a client who is in competition with the City for a parcel of land. The Councilmember is in violation of this section of the Code of Ethics.

6. Personal Interest in Legislation Prohibited.

No City Councilmember shall benefit either directly or indirectly from any legislation or have a financial interest in any legislation coming before the City Council nor participate in discussion with or give an opinion on such legislation, unless such interest is a remote interest as defined in this section and where the fact and extent of such interest is disclosed and noted on the record of the Council, or similar records of the City prior to consideration of the legislation by the City Council. City Councilmembers' participation in the enactment of legislation shall be governed by Ch. 42.23 RCW, Code of Ethics for Municipal Officers and Ch. 42.36 RCW, The Appearance of Fairness Doctrine. City Councilmembers shall not be prohibited from participating in the adoption of legislation when the Councilmember has only a remote interest in the legislation as defined in this section, which has been disclosed, and the legislation is applicable to the general public and not of specific or unique benefit to the Councilmember. Questions regarding these kinds of situations should be directed to the City Attorney for review.

7. Improper Use of Position Prohibited.

A Councilmember shall not knowingly use his or her office or position to secure personal benefit, gain or profit, or use his or her position to secure special privileges or exceptions for himself or herself, or for the benefit, gain, or profits of any other persons.

8. Improper Use of City Personnel Prohibited.

A Councilmember shall not employ or use any person under his or her official control or direction for personal benefit, gain, or profit.

9. Improper Use of City Property Prohibited.

A City Councilmember shall not use city-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Such use is restricted to those city services that are available to the public generally, for the authorized conduct of official business or for such purposes and under such conditions as are approved by the city council, city Administrator or designee.

A Councilmember shall not utilize the City's name, letterhead or logo for the purpose of endorsing any political candidate, business, commercial product, or service.

C. Impermissible Conduct After Leaving City Office

1. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City Councilmember shall disclose or use for his or her personal gain or that of any other person any privileged, confidential, or proprietary information gained because of his or her city office .

2. Participation in City Matters Prohibited.

No former City Councilmember shall, during the period of one year after leaving office:

- a. Assist any person in matters involving the city if, while in the course of duty with the city, the former Councilmember was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter; or
- b. Represent any person as an advocate in any matter in which the former Councilmember was involved while a Councilmember; or
- c. Participate as or with a bidder, vendor, or consultant in any competitive selection process for a city contract in which he or she assisted the city in determining the project, or work to be done or the process to be used.

D. Violation of the Code of Ethics

Any person who has information that a Councilmember may have violated the Code of Ethics shall provide that information in writing to the City Council and the City Administrator. The written complaint must be based substantially upon the personal knowledge of the complainant and signed by the person filing the complaint. No action will be taken on any complaint which is filed later than three (3) years after a violation of the Code of Ethics is alleged to have occurred.

Upon receipt of the complaint, the City Council, and/or the City Administrator shall provide it to the City Attorney who shall promptly review the information and determine whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics and shall report back to the Council in writing. The City Council, at its next regular meeting, shall review the City Attorney's report and make a determination as to whether or not the Council shall refer the allegation(s) to a Hearings Examiner designated by the Council to conduct an investigation.

If so referred, the Hearings Examiner shall conduct an investigation of the complaint and prepare written findings and conclusions within sixty 60 days of the date the complaint was received by the City unless an extension is granted by the Council. The Councilmember accused of the ethics violation shall have the right to review any and all information obtained as a result of the investigation and shall have the right to respond in writing to the complaint which information shall be reviewed and taken into consideration by the Hearings Examiner.

Upon completion of the investigation, the Hearings Examiner shall issue an advisory report to the Council for its consideration, as well as to the City Administrator and City Attorney. The report shall set forth findings and conclusions demonstrating whether or not, based on a preponderance of the evidence, the councilmember has violated the Code of Ethics.

Within five (5) business days of the receipt of the report, the City Administrator shall provide copies of the report via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses.

Within fifteen (15) business days of the receipt of the report, the Council (excluding the accused Councilmember) shall convene to review the alleged violation and the report and take action. Action may include the following:

1. Dismissal of the complaint on the basis that no violation of the Code of Ethics has occurred; or
2. Remand to the Hearings Examiner to obtain additional information in order for the Council to decide whether a violation has occurred; or
3. A determination that by a preponderance of the evidence, a violation of the Code of Ethics has occurred in which case the Council shall adopt written findings, conclusions and appropriate sanctions as forth herein.

Adoption of the findings, conclusions and sanction(s) by the City Council shall be by majority vote; provided that the Councilmember accused of the violation shall not vote on any matter involving that member; and provided further that in the event the Mayor is accused of the violation, the Deputy Mayor shall act in the Mayor's stead.

Within five (5) business days thereafter, the City Administrator shall provide copies of the Council's findings, conclusions and sanction(s) via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses. No final disposition of the matter will be implemented for a period of ten (10) days to allow the Councilmember against whom the complaint was filed to request a review of the Council's decision. Such a request shall be submitted to the City Administrator in writing and shall state the reasons for his or her objections and request a review of the action taken. The Council shall review the action taken in light of the findings and conclusions and request for review and may take whatever further action, if any, appears appropriate under the circumstances. The action of the Council shall be final and not subject to further review or appeal except as may otherwise be provided by law.

Action by Council may take any of the following sanctions:

1. Admonition. An admonition shall be verbal non-public statement made by the Mayor to the member.
2. Reprimand. A reprimand shall be administered to the Councilmember by letter. The letter shall be prepared by the City Council and shall be signed by the Mayor.
3. Censure. A censure shall be a written statement administered personally to the member. The individual shall appear at a time and place directed by the City Council to receive the censure. It shall be given publicly, and the member shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the member appears as required.

4. Other sanctions. Any sanction imposed under this Code of Ethics is in addition to and not in lieu of any other penalty, sanction or remedy which may be imposed or sought according to law or equity, including, but not limited to:
- a. Civil penalties of \$500 and possible forfeiture of office, pursuant to RCW 42.23.050.
 - b. Removal or recall from office pursuant to state law.
 - c. Removal from leadership positions, boards and commissions and other official positions or duties that do not conflict with Washington statutes.
 - d. Initiation of appropriate civil actions against any person who violates this Code.
 - e. Injunctive relief to ensure that violation of this Code or of other provisions of law cease and desist.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: 2025 SCORE Jail Interlocal Agreement.	AB24-76	Public Safety		
		9.5.2024	9.18.2024	
	Department:	Public Safety		
	Date Submitted:	9.5.2024		
Cost of Item:	<u>\$0</u>			
Amount Budgeted:	<u>\$0</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:				
Timeline:	ASAP			
Submitted By:	Devon Gabreluk			
Fiscal Note: None				
Attachments: Draft SCORE Jail Interlocal Agreement (ILA).				
SUMMARY STATEMENT:				
<p>The current interlocal agreement (ILA) between the City of Orting and SCORE JAIL will expire December 31st, 2024. The proposed 2025 SCORE Jail updated ILA establishes fees for new bookings, and per-day Jail rates for 2025. The contract allows for bookings by Orting PD Offices when needed, and when facility space is available. The contract does not guarantee a specific number of beds to be reserved for Orting Police Department.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to the regular business meeting on September 25 th , 2024 as a consent agenda item.				
FUTURE MOTION: <u>Motion:</u>				
To approve the 2025 SCORE jail interlocal agreement as presented.				

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter “Agreement”) is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“SCORE”) and the CITY OF _____ a municipal corporation organized under the laws of the State of Washington (hereinafter the “Contract Agency” together with SCORE, the “Parties” or individually a “Party”).

RECITALS

WHEREAS, SCORE was formed by its Owner Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines (the “SCORE Facility”) to serve the Owner Cities, federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety, and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means [January 1, 2025].

Contract Agency Inmate means a person or persons subject to the Contract Agency’s custody who is transferred to SCORE’s custody under this Agreement.

Daily Bed Rate means the daily rate the Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE’s custody to be housed at the SCORE Facility. The term “Inmates” includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 and amended and restated on December 11, 2019, as it may be further amended from time to time, executed among the parties thereto for the purpose of forming SCORE.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Owner City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher daily housing bed rate and subject to availability, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

Termination Date means _____.

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A.

Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

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

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

SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold, and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest-bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. HEALTH CARE.

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association (ACA) or National Commission on Correctional Health Care (NCCHC).

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may, or at the request of the Contract Agency shall, provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a “Detainer” status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

SECTION 10. ESCAPE; DEATH.

If a Contract Agency Inmate escapes SCORE’s custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate’s body. Unless another agency becomes responsible for investigation, one or more Owner City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency’s communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate’s body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

SECTION 11. REPORTING AND INSPECTION.

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates’ records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

SECTION 12. TECHNOLOGY.

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate; the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE; and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing or other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. INDEPENDENT CONTRACTOR.

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

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

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury,

or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

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

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

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

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

SECTION 17. INSURANCE.

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension, or material change in coverage.

SECTION 18. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 19. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

SECTION 21. HIPAA AND HITECH COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

SECTION 22. EQUAL OPPORTUNITY.

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental, or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

SECTION 23. MISCELLANEOUS.

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned, or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.
- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.

- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

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

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

Signature

Signature

Title/Name Executive Director Devon Schrum

Title/Name: _____

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention: Devon Schrum

Email: dschrum@scorejail.org
Telephone: 206-257-6262

Exhibit A

FEES AND CHARGES AND SERVICES

<u>Booking Fee:</u> ¹	\$80.00	
<u>Daily Housing Rates:</u>		
General Population – Guaranteed Beds	\$148.28	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$213.17	
<u>Daily Rate Surcharges:</u> ²		
Mental Health – Residential Beds	\$170.32	
Medical - Acute Beds	\$232.45	
Mental Health – Acute Beds	\$297.79	
<u>Health Care Services:</u> ³		
In-Facility Care	Included	
Outside Medical Services	Contract Agency billed	
Emergency Care	Contract Agency billed	
Pharmaceuticals	Medications billed to Contract Agency	
<u>Transportation Fees:</u>		
SCORE Officer Transport	\$89.00/per hour	
<u>Security Services:</u>		
Hospital Security	\$89.00/per hour	
<u>Video Court:</u>		
In-Custody Arraignment	Included	
<u>Other Terms & Conditions:</u>		
<u>Fees, charges, and services will be annually adjusted each January 1st.</u>		

¹ The Booking Fee will be charged to the jurisdiction responsible for housing the inmate

² Surcharges are in addition to daily housing rates and subject to bed availability

³ Guided by American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC)

Exhibit B

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
 - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

Exhibit C

PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

1. Compliance
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - a) The Prison Rape Elimination Act of 2003 (PREA)
 - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.

2. Monitoring
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
 - a) Site visits,
 - b) Access to facility data, and
 - c) Review of applicable documentation.

3. Contract Agency may terminate this Agreement
 - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
 - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

4. The Contract Agency will terminate this Agreement
 - a) Should SCORE elect to discontinue pursuit of PREA compliance;
 - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified timeframes; or
 - c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D

MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case-by-case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia, or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

Exhibit E

PROPERTY

1. SCORE will *not accept or transport* the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products.
 - c) Food products in packaging that have been opened.
 - d) Any type of weapon (includes pocket knives).
 - e) Liquids.
 - f) Helmets or any kind.
 - g) Large items that will not fit into a common paper grocery bag.
 - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

Exhibit F

CLASSIFICATION

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
 - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
 - b) Is identified as a threat to law enforcement
 - c) Is an escape risk

Exhibit G

BORROWING

One contracting agency may “borrow” another Contract Agency’s Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: 2024-2026 School Resource Officer Interlocal Agreement.	AB24-77	Public Safety		
		9.5.2024	9.18.2024	
	Department:	Public Safety		
	Date Submitted:	9.5.2024		
Cost of Item:	<u>\$0</u>			
Amount Budgeted:	<u>0</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:				
Timeline:	ASAP			
Submitted By:	Devon Gabreluk			
Fiscal Note: None				
Attachments: DRAFT 2024-2026 SRO ILA				
SUMMARY STATEMENT:				
<p>The current interlocal agreement (ILA) between the City of Orting and the Orting School District for School Resource Officer services expired during the 2023/2024 school year, and needs renewal. The District has expressed a desire to include language in the ILA that addresses SRO services on a part-time basis to allow for future flexibility.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on September 25 th , 2024 as a consent agenda item.				
FUTURE MOTION: TBD				

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

THIS AGREEMENT, made and entered into this 1st, day of July, 2024~~2~~, by and between the Orting School District (“District”) and the City of Orting (“City”).

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

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

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

WHEREAS, the District has expressed a desire to execute an agreement with the City ~~for to provide the services of one full-time police officer, known as a~~ School Resource Officer ("SRO") services utilizing a member of the Police Department’s full-time Officer staff; and

WHEREAS, the District desires SRO services to be provided by the City on a “part-time” basis, or as otherwise mutually agreed upon between the parties; and

WHEREAS, the District desires the SRO to be ~~to be~~ stationed at Orting High School , and to ~~serve~~ servicing the District's schools located within the City's corporate boundaries; and

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

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

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

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

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

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

1. Scope of Services. The City will assign one regularly employed Orting police officer to

serve as a School Resource Officer (“SRO”) up to forty hours per week, but no less than ten hours per week as mutually agreed upon between the City and the District. This SRO will provide a uniformed presence on campus to promote safety and serve as a positive resource to the schools and surrounding neighborhoods. The SRO will patrol Orting schools and surrounding areas, focusing primarily on Orting High School and the District’s secondary schools, in order to identify, investigate, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities. In addition, the SRO will provide students, parents, teachers, administrators, and neighborhood residents with information, support, and problem-solving mediation and facilitation. The SRO shall perform the duties set forth ~~on~~in Appendix B to this agreement, adopted herein by this reference, which contains a comprehensive School Resource Officer Scope of Work.

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

If SRO services are to be provided to the District on a full-time basis, the following shall apply:

- 1) Except as provided herein, Sscheduling for the SRO, while school is in session, will be determined by mutual agreement but not with less than 10 days’ notice of the District and the SRO’s police supervisor. The SRO will not take vacation while school is in session unless approved by his/her police supervisor. On scheduled work days when school is not in session (summer vacation, school breaks, holidays, etc.), the SRO will work on assignments as determined by their police supervisor.
- 2) The SRO will attend a weekly meeting with the District's Superintendent to review and discuss timely school safety issues. The City shall have the sole discretion as to the staffing, but will accept input from the District. The City shall have the sole discretion for equipment, uniform, and supplies used by the SRO and shall be the sole judge as to the most appropriate, efficient and effective manner of handling and responding to calls for Services or the rendering thereof. The SRO will remain an employee of the City. The delivery of services, the standards of performance, the discipline of the officer, the supervision of the SRO and any other City personnel, and other matters incidental to the performance of the Services, shall remain under the control of the City.

If SRO services are to be provided to the District on a part-time (less than forty (40) hours per week) basis, the following shall apply:

- 1) Scheduling for the SRO and the total hours worked per work week, while school is in session, will be determined by mutual agreement but not with less than 10 days’ notice of the District and the SRO’s police supervisor. When school is not in session (summer vacation, school breaks, holidays, etc) the SRO will not be required to provide services to the District, and those days will not be charged to the District.
2. Salary, Retirement and Overtime. The District shall not assume any liability for the direct payment of any salaries, wages, or other compensation to an SRO performing the Services

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

3. Term. This Agreement shall be effective for a term from ~~August 1XX, 2024~~ – June 30, 2024. Following expiration of the initial term, this Agreement may be extended, by mutual agreement, for an additional year thereafter upon the same terms and conditions, provided that the Parties may modify the reimbursement amount set forth in paragraph 4 below.

4. Payment for Services. ~~If the District and City mutually agree to utilize the SRO on a full-time forty (40) hours per week basis, t~~The District will reimburse the City for the services of one (1) SRO, as provided by this Agreement as outlined in Appendix A, ~~for the initial term of this Agreement~~. Charges will be billed in two (2) installments in October and April. The District shall remit payment to the City within thirty (30) days after receipt of invoice. The Finance Directors for each party are authorized to modify this payment schedule and process by subsequent mutual agreement, provided such understandings or modifications shall be in writing. In the event that SRO services are provided to the District on a part-time basis, the District agrees to reimburse the City on a per-hour basis as outlined in Appendix A.

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

In the event the SRO is absent from his or her duties and/or is working in an unrelated capacity, the City will adjust billing by noting a prorated reduction for hours not performed on the next bill.

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

6. Indemnification. The District agrees to defend at its own expense, indemnify and hold harmless the City, its hired, appointed and elected officers, officials, employees, agents, and volunteers from and against any and all liabilities, judgments, liens, losses, costs, damages and expenses, including costs and attorney fees in defense thereof, because of actions, claims or lawsuits of any kind that allege injury or death to a person, or damage, injury or destruction to property or the enjoyment of property caused or allegedly caused or occasioned in whole or in

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

7. Compliance with Laws. In exercise of its rights to provide the City with input on the selection of an assigned SRO, the District acknowledges, in addition to compliance by the City with all applicable laws and regulations relating to employee hiring, the City's Civil Service rules prohibit discrimination on the basis of non-merit factors. Additionally, the District acknowledges and agrees the Services rendered hereunder may be affected by provisions of the collective bargaining agreement between the City and the union representing the SRO. Furthermore, this Agreement shall be subject to all laws, rules, and regulations of the United States of America, State of Washington, and the City of Orting. Should any such authority effectively prevent the performance of the obligations set forth herein or otherwise materially interfere with the achievement of the purposes of this Agreement, either party may terminate this Agreement upon thirty (30) days written notice to the other.

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

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

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

11. Mediation / Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under Judicial Dispute Resolution LLC ("JDR") service rules or policies before resorting to arbitration. If the parties are unable to agree on the selection of a mediator or are unable to resolve the dispute by mediation pursuant to this section, or the parties waive mediation by written

agreement, then the parties agree to submit their dispute to binding arbitration by delivering written demand for arbitration to the other party. The parties shall agree upon one arbitrator within ten (10) days of the arbitration demand. The arbitrator must be a JDR panelist. If the parties do not mutually agree on the identity of the arbitrator within such period, the arbitrator shall be selected by the administrator of the JDR, according to the arbitration rules of the JDR, without further input by the parties. All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder. The arbitration will be conducted in Orting, Washington under the procedures of the Arbitration Rules of Judicial Dispute Resolution LLC in effect on the date hereof as modified by this Section. Any issue about whether a claim must be arbitrated pursuant to this provision shall be determined by the arbitrator.

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

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

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

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

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

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

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

parties.

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

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

ORTING SCHOOL DISTRICT

CITY OF ORTING

By: _____

By: _____

Date: _____

Date: _____

DRAFT

Appendix A: Payment for Services Schedule

If SRO is utilized on a full-time, forty (40) hour per week basis, payments to the City shall be based on the following schedule:

202 42 – 202 53 School Year	\$1 130 7,000
202 53 – 202 64 School Year	\$11 60 ,000

If SRO is utilized on a part-time basis, payments to the City shall be based on the following schedule:

<u>2024 – 2025 School Year</u>	<u>\$86.00 / hour</u>
<u>2025 – 2026 School Year</u>	<u>\$88.00 / hour</u>

Additional hours that are requested by the District, whether on a full-time or part-time SRO basis, -shall be based on the following schedule:

202 42 – 202 53 School Year	\$ 86 4.00 / hour
202 53 – 202 64 School Year	\$ 88 6.00 / hour

The District shall only be responsible for payment of SRO overtime hours to the City when SRO services are being provided on a full-time forty (40) hour per-week basis.

Appendix B– School Resource Officer Scope of Work

The School Resource Officer (SRO) is a fully-commissioned, uniformed police officer assigned to maintain a safe and secure environment for students and faculty at schools located in the Orting School District. The SRO position is funded through an inter-local agreement between the City of Orting and the Orting School District.

Goal and Program Benefits:

The SRO program should help reduce crime in the schools and community. It will do so by intervening earlier in the delinquency pattern as well as offering students a positive role model. The physical security of the schools will be improved. This will result in a safer environment for students and faculty. The SRO will improve the liaison between students and faculty and the City of Orting Police Department. Overall, the relationship between the schools, staff, students, the City of Orting Police Department, and the community will improve.

SRO Duties:

1. Patrol all four district schools and surrounding areas to identify, investigate, deter and prevent crimes, especially incidents involving drugs, gang involvement, weapons, youth violence, harassment or similar activities. Patrol other district facilities within the city on an “as needed” basis.
2. Provide specialized training to school staff and students designed to improve security in the school. Topics, for example, can include drug and gang identification, stranger awareness, sexual predators, crime prevention, and safety presentations, etc.
3. Provide advice to school district personnel on law enforcement issues. SRO will assist in suggesting solutions to security problems that arise in the school district.
4. Provides a positive atmosphere when interacting with students. Will be available during student lunch periods, recess, before school, and assemblies when schedule permits.

5. Handle traffic complaints involving students on district properties and immediately adjoining areas.
6. Work with school district security personnel on matters of mutual concern and provide them with training to enhance school safety.
7. Assist school district personnel in the identification of/and behavior modification of behaviors not conducive to a positive school environment and assist in law enforcement and security-related problem solutions.
8. Work flexible or adjusted shifts when necessary and permissible by labor agreement (CBA) to accommodate evening meetings, presentations, or other activities involving the SRO.
9. Attend City of Orting Police Department training and meetings as required.
10. SROs generally will strive to limit vacations during periods in which school is in session. If this should occur, the City agrees to make reasonable efforts to assign other officers to provide SRO services in the regular officer's absence.
11. The SRO shall comply with and be subject to the City of Orting Police Department's operating policies and personnel policies.
12. The SRO shall not be responsible for the administration of student discipline. The administration of student discipline shall be the duty of the District.
13. The Assistant Superintendent of Business, Operations and Safety will be the main point of contact for the SRO and will meet on a regular basis to provide oversight of district needs and discussion of impacting issues.
14. The SRO and Assistant Superintendent will oversee a working schedule that meets the needs of the district.
15. The SRO will participate in Level 1 and Level 2 threat assessments in collaboration with District Staff.

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

THIS AGREEMENT, made and entered into this 19th, day of September, 2024, by and between the Orting School District (“District”) and the City of Orting (“City”).

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

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

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

WHEREAS, the District has expressed a desire to execute an agreement with the City to provide School Resource Officer ("SRO") services utilizing a member of the Police Department’s full-time Officer staff; and

WHEREAS, the District desires SRO services to be provided by the City on a “part-time” basis, or as otherwise mutually agreed upon between the parties; and

WHEREAS, the District desires the SRO to be stationed at Orting High School, and to serve the District's schools located within the City's corporate boundaries; and

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

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

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

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

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

Scope of Services. The City will assign one regularly employed Orting Police Officer to serve as a School Resource Officer (“SRO”) up to forty hours per week, but no less than eight unless the District and City are not able to agree upon or provide staffing. This SRO will provide a uniformed presence on campus to promote safety and serve as a positive resource to the schools

and surrounding neighborhoods. The SRO will patrol Orting schools and surrounding areas, focusing primarily on Orting High School and the District's secondary schools, in order to identify, investigate, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities. In addition, the SRO will provide students, parents, teachers, administrators, and neighborhood residents with information, support, and problem-solving mediation and facilitation. The SRO shall perform the duties set forth in Appendix B to this Agreement, adopted herein by this reference, which contains a comprehensive School Resource Officer's Scope of Work.

If the District and the City agree to utilize the SRO on a full-time basis, the SRO will be assigned to the District forty (40) hours per work week, minus any scheduled vacation time, sick time, training time, court time, or any other unavoidable police-related activity, including any emergencies such as civil disasters.

If SRO services are to be provided to the District on a full-time basis, the following shall apply:

1. Scheduling for the SRO, while school is in session, will be determined by mutual agreement but not with less than 10 days' notice to the District and the SRO's police supervisor. The SRO will not take vacation while school is in session unless approved by his/her police supervisor. On scheduled work days when school is not in session (summer vacation, school breaks, holidays, etc.), the SRO will work on assignments as determined by their police supervisor.
2. The SRO will attend a monthly meeting with the District's Superintendent, or designee, to review and discuss timely school safety issues. Staffing will be determined under mutual agreement between the City and the District. The City shall have the sole discretion for equipment, uniform, and supplies used by the SRO and shall be the sole judge as to the most appropriate, efficient and effective manner of handling and responding to calls for services or the rendering thereof. The SRO will remain an employee of the City. The delivery of services, the standards of performance, the discipline of the officer, the supervision of the SRO and any other City personnel, and other matters incidental to the performance of the services, shall remain under the control of the City.

If SRO services are to be provided to the District on a part-time (less than forty hours per week) basis, the following shall apply:

1. Scheduling for the SRO and the total hours worked per work week, while school is in session, will be determined by mutual agreement but not with less than a 10 day notice of the District and the SRO's police supervisor. When school is not in session (summer vacation, school breaks, holidays, etc.) the SRO will not be required to provide services to the District, and those days will not be charged to the District.
2. Salary, Retirement and Overtime. The District shall not assume any liability for the direct payment of any salaries, wages, or other compensation to an SRO performing the services provided hereunder, except as provided herein. The District shall be responsible for the cost of overtime necessitated by the performance of this Agreement, and will be periodically

billed for overtime incurred. The District shall be responsible for any off-duty employment costs. Off-duty employment agreements shall be between the District and the City using the City's standard agreement. Except as otherwise specified herein, the District shall not be liable for compensation for wages for any City employee for injury or sickness arising out of his/her employment pursuant to this Agreement, except for any injury or sickness that occurs as a result of the District's negligent or intentional acts.

3. Term. This Agreement shall be effective for a term from September 23, 2024 – June 30, 2026. Following expiration of the initial term, this Agreement may be extended, by mutual agreement, for an additional year thereafter upon the same terms and conditions, provided that the Parties may modify the reimbursement amount set forth in paragraph 4 below.
4. Payment for Services. If the District and City mutually agree to utilize the SRO on a full-time forty (40) hours per week basis, the District will reimburse the City for the services of one (1) SRO, as provided by this Agreement as outlined in Appendix A. Charges will be billed in two (2) installments in February and July. The District shall remit payment to the City within thirty (30) days after receipt of invoice. The finance directors for each party are authorized to modify this payment schedule and process by subsequent mutual agreement, provided such understandings or modifications shall be in writing. In the event that SRO services are provided to the District on a part-time basis, the District agrees to reimburse the City on a per-hour basis as outlined in Appendix A.

In the event the SRO is absent from his or her duties and/or is working in an unrelated capacity, the City will adjust billing by noting a prorated reduction for hours not performed on the next bill.

5. Emergency Situations. During days when the SRO is assigned to the District, the SRO will not be assigned by the City to duties other than those set forth herein, except for required departmental training or in response to emergency situations, as determined by the sole discretion of the Chief of Police, or his designee, necessitating the response of additional police personnel.
6. Indemnification. The District agrees to defend, at its own expense, indemnify and hold harmless the City, its hired, appointed and elected officers, officials, employees, agents, and volunteers from and against any and all liabilities, judgments, liens, losses, costs, damages and expenses, including costs and attorney fees in defense thereof, because of actions, claims or lawsuits of any kind that allege injury or death to a person, or damage, injury or destruction to property or the enjoyment of property caused or allegedly caused or occasioned in whole or in part by or arising out of the performance or carrying out the terms of this Agreement and/or amendments to this Agreement except to the extent that such injury or death to a person, or damage, injury, or destruction of property or the enjoyment of property is caused by the negligent or intentional tortuous acts of the City and/or its hired, appointed and elected officers, officials, employees, agents, and volunteers. The City agrees to defend at its own expense, indemnify and hold harmless the District, its hired, appointed and elected officers, officials, employees, agents, and volunteers from and against any and all liabilities, judgments, liens, losses, costs, damages and expenses, including costs and

attorney fees in defense thereof, because of actions, claims or lawsuits of any kind that allege injury or death to a person, or damage, injury or destruction to property or the enjoyment of property caused or allegedly caused or occasioned in whole or in part by or arising out of the performance or carrying out the terms of this Agreement and/or amendments to this Agreement except to the extent that such injury or death to a person, or damage, injury, or destruction of property or the enjoyment of property is caused by the negligent or intentional tortuous acts of the District and/or its hired, appointed and elected officers, officials, employees, agents, and volunteers.

7. Compliance with Laws. In exercise of its rights to provide the City with input on the selection of an assigned SRO, the District acknowledges, in addition to compliance by the City with all applicable laws and regulations relating to employee hiring, the City's Civil Service rules prohibit discrimination on the basis of non-merit factors. Additionally, the District acknowledges and agrees the services rendered hereunder may be affected by provisions of the Collective Bargaining Agreement between the City and the union representing the SRO. Furthermore, this Agreement shall be subject to all laws, rules, and regulations of the United States of America, State of Washington, and the City of Orting. Should any such authority effectively prevent the performance of the obligations set forth herein or otherwise materially interfere with the achievement of the purposes of this Agreement, either party may terminate this Agreement upon thirty (30) days written notice to the other.
8. Termination. If either party fails to comply with the terms and conditions of this Agreement, the other party, upon thirty (30) days prior written notice to the breaching party, may terminate this Agreement.
9. Modification. Either party may, in writing, request changes in the Agreement. Except as otherwise provided herein, any and all agreed modifications shall be in writing, signed by each of the parties and affixed to this Agreement.
10. Venue and Governing Law. In the event of litigation arising out of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington, County of Pierce. This Agreement shall be governed by the law of the State of Washington.
11. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under Judicial Dispute Resolution LLC ("JDR") service rules or policies before resorting to arbitration. If the parties are unable to agree on the selection of a mediator or are unable to resolve the dispute by mediation pursuant to this section, or the parties waive mediation by written agreement, then the parties agree to submit their dispute to binding arbitration by delivering written demand for arbitration to the other party. The parties shall agree upon one arbitrator within ten (10) days of the arbitration demand. The arbitrator must be a JDR panelist. If the parties do not mutually agree on the identity of the arbitrator within such period, the arbitrator shall be selected by the administrator of the JDR,

according to the arbitration rules of the JDR, without further input by the parties. All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder. The arbitration will be conducted in Orting, Washington under the procedures of the Arbitration Rules of Judicial Dispute Resolution LLC in effect on the date hereof as modified by this Section. Any issue about whether a claim must be arbitrated pursuant to this provision shall be determined by the arbitrator.

12. Confidentiality. Laws involving confidentiality govern both the District and the City. Both the District and the City agree their employees, subcontractors, and others shall maintain the confidentiality of all information provided by the other to the extent required by the laws governing each. The federal Family Educational Rights and Privacy Act governs the District and the City understands this act and other state and federal laws will restrict the dissemination of certain information to the City. The District, likewise, understands that certain intelligence and law enforcement information is to remain confidential and in the sole control of the City. Each party agrees to respect the requirement imposed on the other and, in the event of any judicial action, to promptly notify the other of any attempt to seek disclosure of information.
13. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
14. No Joint Venture or Separate Entity Created. No joint venture or partnership is formed as a result of this Agreement, and no separate legal entity is formed hereby. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party subject to the policies, procedures and control of that Party, and shall not be considered for any purpose to be employees or agents of the other Party.
15. Severability. If any term or condition of this Agreement or the application thereof to any persons(s) or circumstances is held to be unconstitutional or invalid, such invalidity shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect. The terms and conditions of this Agreement are declared severable.
16. Captions. The captions used herein are for convenience only and are not a part of this Agreement, and do not in any way limit or amplify the terms and provisions hereof.
17. No Waiver. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the Parties hereto.

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

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

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

Orting School District
121 Whitesell Street NE
Orting, WA 98360

City of Orting
104 Bridge Street South
Orting, WA 98360

William (Ed) Hatzenbeler
Superintendent

Devon Gabreluk
Police Chief

Date

Date

Appendix A: Payment for Services Schedule

If SRO is utilized on a full-time, forty (40) hour per week basis, payments to the City shall be based on the following schedule:

2024 – 2025 School Year	\$113,000
2025 – 2026 School Year	\$116,000

If SRO is utilized on a part-time basis, payments to the City shall be based on the following schedule:

2024 – 2025 School Year	\$86.00 / hour
2025 – 2026 School Year	\$88.00 / hour

Additional hours that are requested by the District, whether on a full-time or part-time SRO basis, shall be based on the following schedule:

2024 – 2025 School Year	\$86.00 / hour
2025 – 2026 School Year	\$88.00 / hour

The District shall only be responsible for payment of SRO overtime hours to the City when SRO services are being provided on a full-time forty (40) hour per-week basis.

Appendix B– School Resource Officer Scope of Work

The School Resource Officer (SRO) is a fully-commissioned, uniformed police officer assigned to maintain a safe and secure environment for students and faculty at schools located in the Orting School District. The SRO position is funded through an Interlocal Agreement between the City of Orting and the Orting School District.

Goal and Program Benefits:

The SRO program should help reduce crime in the schools and community. It will do so by intervening earlier in the delinquency pattern as well as offering students a positive role model. The physical security of the schools will be improved. This will result in a safer environment for students and faculty. The SRO will improve the liaison between students and faculty and the City of Orting Police Department. Overall, the relationship between the schools, staff, students, the City of Orting Police Department, and the community will improve.

SRO Duties:

1. Patrol all four district schools and surrounding areas to identify, investigate, deter and prevent crimes, especially incidents involving drugs, gang involvement, weapons, youth violence, harassment or similar activities. Patrol other district facilities within the city on an “as needed” basis.
2. Provide specialized training to school staff and students designed to improve security in the school. Topics, for example, can include drug and gang identification, stranger awareness, sexual predators, crime prevention, safety presentations, etc.
3. Provide advice to school district personnel on law enforcement issues. SRO will assist in suggesting solutions to security problems that arise in the school district.
4. Provides a positive atmosphere when interacting with students. Will be available during student lunch periods, recess, before school, and assemblies when schedule permits.
5. Handle traffic complaints involving students on district properties and immediately adjoining areas.
6. Work with school district security personnel on matters of mutual concern and provide them with training to enhance school safety.
7. Assist school district personnel in the identification and behavior modification of behaviors not conducive to a positive school environment and assist in law enforcement and security-related problem solutions.
8. Work flexible or adjusted shifts when necessary and permissible by labor agreement (CBA) to accommodate evening meetings, presentations, or other activities involving the SRO.
9. Attend City of Orting Police Department training and meetings as required.

10. The SRO generally will strive to limit vacations during periods in which school is in session. If this should occur, the City agrees to make reasonable efforts to assign other officers to provide SRO services in the regular officer's absence.
11. The SRO shall comply with and be subject to the City of Orting Police Department's operating policies and personnel policies.
12. The SRO shall not be responsible for the administration of student discipline. The administration of student discipline shall be the duty of the District.
13. The Executive Director of Teaching and Learning will be the main point of contact for the SRO and will meet on a regular basis to provide oversight of district needs and discussion of impacting issues.
14. The SRO and Executive Director of Teaching and Learning will oversee a working schedule that meets the needs of the district.
15. The SRO will participate in Level 1 and Level 2 threat assessments in collaboration with district staff.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Request for Proposals – Legal Services.	AB24-89	CGA		
		9.4.2024	9.18.2024	
	Department:	Administration		
	Date Submitted:	8.28.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:				
Fiscal Note:				
Attachments: Request for Proposals, Proposal publication confirmation and affidavit, scoring matrix.				
SUMMARY STATEMENT:				
<p>The City of Orting published a request for proposals for legal services and received three proposals from interested firms. Staff have evaluated proposals and interviews will be held with Kenyon Disend and Ogden Murphy Wallace on September 16th, 2024.</p> <p>Proposals received were from:</p> <ol style="list-style-type: none"> 1. Kenyon Disend PLLC 2. Lighthouse Law Group PLLC 3. Ogden Murphy Wallace PLLC <p>City staff have reviewed the RFP’s and have scored them. The ranking of scoring is as follows:</p> <ol style="list-style-type: none"> 1. Kenyon Disend 2. Ogden Murphy Wallace 3. Lighthouse Law Group. <p>Staff will provide council with a final recommendation based on the interview process.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on September 18 th , 2024 for Council consideration.				
FUTURE MOTION: <u>Motion:</u>				
TBD.				



**CITY OF ORTING
REQUEST FOR PROPOSALS
CITY ATTORNEY SERVICES - GENERAL MUNICIPAL LAW**

The City of Orting (hereinafter “City”) is accepting proposals from qualified professional law firms or individuals to provide City Attorney- General Municipal Legal Services.

A summary of the scope of services, minimum qualifications, and proposal requirements are available from the City Clerk’s Office, 104 Bridge St. S, Orting, WA 98360; by calling (360) 893-2219 Ext. 133; or at the City’s website: www.cityoforting.com.

One electronic copy, one (1) original and three (3) copies of each proposal shall be placed in a sealed envelope and identified as “City Attorney Services-General Municipal Law”.

The deadline for submission of proposals is August 26, 2024, by 3:00 pm.

At the City’s discretion, proposals submitted after the due date and time may be considered. Proposers accept all risks of late delivery of mailed proposals.

The city reserves the right to request additional information concerning any proposal, to accept or negotiate modifications to any proposal, to interview any proposer, to waive any irregularities in any proposal following the proposal submission deadline date, to negotiate further with all proposers within the competitive range, and to accept a proposal which is considered to serve the best interests of the city.

Proposals may be mailed or hand delivered to:

City of Orting
Attn: Scott Larson, City Administrator
104 Bridge St. S
P.O. Box 489
Orting, WA 98360

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RFP SCHEDULE

Request for Proposal: City Attorney Services, General Municipal Law.

EVENT	TIME AND DATE
RFP Issue Date	August 7, 2024
Addendum Posting Deadline	August 19, 2024
Response Due Date	August 26, 2024, 3:00 PM.
Interviews	Week of September, 9, 2024
Mayor's Recommendation to Council	September 18, 2024
Anticipated Award Date	September 25, 2024
Work Target Completion Date	October 1, 2024

2. INTRODUCTION

The City of Orting ("City") is seeking the services of qualified professional law firms or individuals to provide City Attorney- General Municipal Legal Services.

The City of Orting was incorporated April 22, 1889. We operate under laws applicable to Non-charter Code Cities. We have a Mayor-Council form of government. We have a seven-member council. Over the past 5 years the City has experienced phenomenal growth. In 2010 Orting's population was 6,746. The population in 2024 is approximately 9,125 residents. The City has its own police department, municipal court, public works department; water utility, building/planning department, finance department, parks and recreation department, and administrative services department. The City has approximately 52 employees.

3. SCOPE OF WORK: CITY ATTORNEY

The City Attorney provides legal advice, counsel, services, consultation, and opinions to the Mayor, City Council, City Administrator, and other City Management staff, on the full scope of civil municipal legal assignments, including but not limited to: all matters related to the Orting Municipal Code; state statutes and rules related to Code cities; ordinances and resolutions of the Council; land use planning; compliance with City, state and federal regulatory requirements; intergovernmental agreements; laws against discrimination; public private development partnerships; construction of public works; utility regulations and operations; purchasing and procurement; leasing; purchase and sale of property; employment legal matters; public disclosure issues; Open Public Meetings Act requirements; municipal risk and tort law. Support of the code enforcement and nuisance abatement function is also included in the City Attorney scope. The City Attorney's advice includes methods to avoid civil litigation.

1. Furnishes legal representation at all regular City Council meetings, and at other meetings when requested.

2. Appears before courts and administrative agencies to represent the City's interests. Furnishes legal representation at all regular City Council meetings, and at other meetings when requested.
3. Advises Code Enforcement on the interpretation and applicability of code provisions, the conduct of investigations, civil infraction preparation, nuisance abatement, and related matters.
4. Prepares and reviews ordinances and resolutions, and other documents for legal correctness and acceptability.
5. Assists City officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions.
6. Assists City officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others.
7. Provides the Mayor and City Council with guidance as to Robert's Rules of Orders and related procedural matters relating to Council meetings.
8. Prepares legal opinions and memoranda at the request of the City or the Council.
9. Provides the Mayor, City Council, and administration a legal perspective and advice on various governmental issues.
10. Maintain knowledge of issues facing the City and be prepared to offer timely legal opinions within a pre-established response process.
11. Review and/or draft contracts, in whole or in part, and activities incidental or related thereto, including, but not necessarily limited to, real-estate transactions, interlocal agreements, labor agreements, professional services, purchasing, service or product contracts, as requested. May assist in negotiation of such contracts and/or agreements as requested.
12. Performs other legal services and tasks, as assigned by the Mayor or Designee.

4. SPECIFICATIONS: CITY ATTORNEY

1. The appointed City Attorney attends all City Council business meetings. Regularly scheduled meetings are held at 7 pm the second and last Wednesdays of each month. Attendance at various other meetings may be required occasionally. The City Attorney is expected to attend all Council business meetings unless excused by the Mayor or designee, so that there remains continuity in representation.
2. The City Attorney may be asked to attend other meetings as needed by the Mayor, City Council or City Administrator.
3. The City Attorney must be available by phone, cell phone, fax and e-mail.
4. Timeliness of response from and accessibility to the City Attorney is an important aspect of the service. Accessibility includes the ability to be generally available to attend meetings in person and the ability to be reached promptly by telephone.

5. DESIRED QUALIFICATIONS: CITY ATTORNEY

1. Minimum five (5) years' experience within or with municipal government in providing general municipal legal services is desirable.
2. Extensive knowledge of federal, state, and municipal status, case law, regulations and policies relevant to city government in areas of civil, land use, and administrative law; of legal procedures; and of courtroom procedures.
3. Experience in all aspects of municipal law. The City will give preference to individuals or firms with experience in municipal issues, such as zoning, environmental questions, land use permits, annexation and growth boundary review board, building code, personnel issues, public utilities, contract development and interpretation, public records act, forfeiture/seizure hearings, code enforcement/abatement, and police liability, including changes to police policy matters.
4. Each attorney in the proposed team must possess a Juris Doctorate degree and have graduated from a law school accredited by the American Bar Association.
5. Each attorney in the proposed team must be a member in good standing of the Washington State Bar Association.
6. Firm preferably located within or have satellite offices within the limits of King or Pierce County for the purpose of timely interactions between City elected officials, departmental staff, and legal counsel.

6. PROPOSAL REQUIREMENTS

1. Firm/practice name, address, emails, and phone numbers.
2. Description of your law firm/private attorney practice (including professional qualifications and experience of each attorney who would provide legal services, along with detailed resumes. This discussion will clearly identify the person to serve as primary city attorney and will differentiate this person from other supporting key personnel and their particular area(s) of expertise.
3. Description of how your firm would propose to provide the required legal services. This should include an understanding of the City's service requirements, the firm's ongoing service commitment, responsiveness, office location, etc. Include information on availability and back-up city attorney services, if absent for illness, vacation, trials, etc.
4. Propose the type and amount of fee you/your firm is seeking for compensation. Include areas or issues that would require special counsel and a list of items you will seek reimbursement costs. (Final agreement will be negotiated under a professional services agreement.
5. A list of at least three references regarding reputation and qualifications of the law firm/private attorney, addresses, phone numbers, and your relationship with them. Provide the same information on two personal references.
6. Disclosure of any pending litigation or judgments rendered against the law firm/private attorney in any matter relating to professional activities of the firm, including any pending complaints to the Washington State Bar Association.
7. Describe experience in negotiating contracts with unions and police guilds, Human Resource, Employment law, and employee grievance, as well as employee and supervisor education and training.
8. Discuss your firms experience in working with public record requests.
9. Discuss experience in working with the City on reducing liability/exposure to the City.
10. A Statement of Contract Compliance: Upon execution of a Professional Services Agreement the person/firm selected will be required to provide proof of comprehensive insurance, general liability or other financial security in a manner satisfactory to the City and sufficient to provide a minimum of \$2,000,000 per occurrence or claim in liability and lawyers' professional errors and omissions coverage. City of Pacific must be named as an additional named insured on liability policy(s) and a certificate of insurance provided for lawyers' professional policy(s).
11. Proposal shall be limited to 15 pages not including resumes.

7. EVALUATION OF PROPOSALS

All proposals will be reviewed and screened based upon the qualifications and requirements outlined in this request by a committee comprised of the Mayor, Council members and City administrative staff. Those individual and/or firms deemed most qualified will be screened further based upon reference checks. The finalists will be invited for interviews. The appointment will be made by the Mayor, subject to the approval of a professional services contract by the City Council.

The criteria to be used in the evaluation of proposals, along with respective weighted importance, are as follows:

CRITERIA	POINTS
1. Qualifications and experience of key personnel	25
2. Flexibility, Service Commitment, Responsiveness	25
3. Understanding and quality of proposed services	20
4. Cost	25
5. References	<u>5</u>
Total	100

8. CONTRACT TERM

It is anticipated that the period of contract will be two years, with annual renewal after the initial 24 months. The City retains the right to solicit other proposals for city attorney – legal services every 12 months after the initial 24-month contract, or if the City’s needs for general legal services change substantially.

9. INSTRUCTIONS TO REPLY TO THIS REQUEST FOR PROPOSALS

The city will post all questions from prospective applicants along with answers by 5 pm on August 19, 2024 as an addendum on our website under the RFP. Any questions received after that deadline will be unanswered. Questions may be sent by email to Scott Larson at slarson@cityoforting.org.

One electronic copy, one (1) original and three (3) copies of each proposal shall be placed in a sealed envelope and identified as “City Attorney Services-General Municipal Law”.

The deadline for submission of proposals is August 26, 2024, by 3:00 pm.

At the City’s discretion, proposals submitted after the due date and time may be considered. Proposers accept all risks of late delivery of mailed proposals.

PROPOSALS MAY BE MAILED OR HAND DELIVERED TO:

City of Orting
Attn: Scott Larson, City Administrator
104 Bridge St. S
P.O. Box 489
Orting, WA 98360

ORDER DETAILS**PREVIEW FOR AD NUMBER IPL01879110**

Order Number:
IPL0187911
External Order #:
581104
Order Status:
Approved
Classification:
Legals & Public Notices
Package:
TAC - Legal Ads
Final Cost:
\$334.18
Referral Code:
REQUEST FOR PROPOSALS
Payment Type:
Account Billed
User ID:
IPL0019818

ACCOUNT INFORMATION

CITY OF ORTING IP
PO BOX 489
ORTING, WA 98360-0489
360-893-2219
fbingham@cityoforting.org
CITY OF ORTING

TRANSACTION REPORT

Date
August 6, 2024 2:43:11 PM EDT
Amount:
\$334.18

SCHEDULE FOR AD NUMBER IPL01879110

August 7, 2024
The News Tribune (Tacoma) Print Publication

**CITY OF ORTING
REQUEST FOR PROPOSALS
CITY ATTORNEY SERVICES –
GENERAL MUNICIPAL LAW**

The City of Orting (hereinafter "City") is accepting proposals from qualified professional law firms or individuals to provide City Attorney- General Municipal Legal Services.

A summary of the scope of services, minimum qualifications, and proposal requirements are available from the City Clerk's Office, 104 Bridge St. S, Orting, WA 98360; by calling (360) 893-2219 Ext. 133; or at the City's website: www.cityoforting.com.

One electronic copy, one (1) original and three (3) copies of each proposal shall be placed in a sealed envelope and identified as "City Attorney Services-General Municipal Law".

The deadline for submission of proposals is **August 26, 2024, by 3:00 pm.**

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The city reserves the right to request additional information concerning any proposal, to accept or negotiate modifications to any proposal, to interview any proposer, to waive any irregularities in any proposal following the proposal submission deadline date, to negotiate further with all proposers within the competitive range, and to accept a proposal which is considered to serve the best interests of the city.

Proposals may be mailed or hand delivered to:

City of Orting
Attn: Scott Larson,
City Administrator
104 Bridge St. S
P.O. Box 489
Orting, WA 98360
Kim Agfalvi, CMC
City Clerk
City of Orting
IPL0187911
Aug 7 2024



The Beaufort Gazette
 The Belleville News-Democrat
 Bellingham Herald
 Centre Daily Times
 Sun Herald
 Idaho Statesman
 Bradenton Herald
 The Charlotte Observer
 The State
 Ledger-Enquirer

Durham | The Herald-Sun
 Fort Worth Star-Telegram
 The Fresno Bee
 The Island Packet
 The Kansas City Star
 Lexington Herald-Leader
 The Telegraph - Macon
 Merced Sun-Star
 Miami Herald
 El Nuevo Herald

The Modesto Bee
 The Sun News - Myrtle Beach
 Raleigh News & Observer
 Rock Hill | The Herald
 The Sacramento Bee
 San Luis Obispo Tribune
 Tacoma | The News Tribune
 Tri-City Herald
 The Wichita Eagle
 The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
19366	581104	Print Legal Ad-IPL01879110 - IPL0187911	REQUEST FOR PROPOSAL	\$334.18	1	54 L

Attention: Emily Adams

CITY OF ORTING
 PO BOX 489
 ORTING, WA 983600489

fbingham@cityoforting.org

**CITY OF ORTING
 REQUEST FOR PROPOSALS
 CITY ATTORNEY SERVICES –
 GENERAL MUNICIPAL LAW**

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Proposals may be mailed or hand delivered to:

City of Orting
 Attn: Scott Larson,
 City Administrator
 104 Bridge St. S
 P.O. Box 489
 Orting, WA 98360

Kim Agfalvi, CMC
 City Clerk
 City of Orting
 IPL0187911
 Aug 7 2024

Mary Castro, being duly sworn, deposes and says: That he/she is the Principal Clerk of the publication; The News Tribune, printed and published in Tacoma, Pierce County, State of Washington, and having a general circulation therein, and which said newspaper(s) have been continuously and uninterruptedly published in said County during a period of six months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in The News Tribune, as amended, for:

1 insertion(s) published on:
 08/07/24

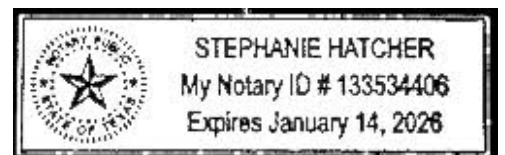
Mary Castro

Principal Clerk

Sworn to and subscribed before me this 7th day of August in the year of 2024 before me, a Notary Public, personally appeared before me Mary Castro known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she executed the same.

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

August 23, 2024

City of Orting
Attn: Scott Larson, City Administrator
104 Bridge St. S.
P.O. Box 489
Orting, WA 98360

Re: Response to Request for Proposals for City Attorney Services

Dear Mr. Larson:

Thank you for the opportunity to respond to the City of Orting's Request for Proposals for City Attorney Services. We proudly served the City from approximately 2006 to 2019, and our firm stands ready to provide an exceptional team and an outstanding level of client service to the City again today. Please consider the following information about our firm, our qualifications, and our experience as municipal attorneys:

I. GENERAL INFORMATION

Kenyon Disend, PLLC was founded in 1993 for the express purpose of serving Washington cities. Over the years, we have proudly served as city attorneys and special counsel to dozens of cities, as well as select counties and other public agencies.

We devote our practice exclusively to municipal law services. We do not represent developers or others who take positions adverse to cities. We never have, and we never will.

Our firm currently serves as city attorneys for the Cities of Aberdeen, Cle Elum, Fircrest, Lynnwood, Mountlake Terrace, North Bend, Oak Harbor, Ocean Shores, Othello, Port Townsend, Roy, South Bend, Sultan, and Washougal, and for the Towns of Friday Harbor and Skykomish.

We also provide special counsel services, including litigation, eminent domain, land use, shoreline permitting, public works, code enforcement, annexations, Growth Management Act (GMA) compliance, labor and employment including proceedings before the Public Employment Relations Commission (PERC), telecommunications and cable franchises, public records, open meetings, public contracting, forfeiture hearing examiner services, and a wide variety of other legal services. Our current and recent clients for special counsel services include Bainbridge Island, Bellevue, Burien, Eastside Fire and Rescue, Kirkland, La Conner, La Conner Regional Library District, Lacey, Lakewood, Municipal Research & Services Center (MRSC), Olympia, Orting,

Mr. Scott Larson, City Administrator
August 23, 2024
Page 2

Port Angeles, Renton, Ridgefield, Sammamish, Shoreline, Sno-Isle Libraries District, Si View Metropolitan Park District, Stevens County, Sumner, Tacoma, Tenino, Tukwila, Tumwater, and the Washington State Bar Association (WSBA).

Our firm's foundation is public service, delivered with integrity, accountability, and excellence. In providing that service, our firm has been committed for 30 years to three Core Values: Access, Timeliness of Response, and Value.

➤ Access. Our accessibility has always been a hallmark of our service excellence. In the early days of our firm, before the advent of the internet and cell phones, we outfitted our attorneys and staff with pagers in order to enhance our accessibility – a rare service at that time. Our commitment to ready access has long included the use of the most current technology to connect with our clients. All of our attorneys, and all of our valued staff, work full-time on municipal law issues.

➤ Timeliness of Response. We provide timely, thorough responses to legal issues facing our clients. We move quickly to solve problems efficiently. We work with our clients to determine necessary deadlines in advance, and then ensure that our work product is delivered on time.

➤ Value. Simply stated, you can count on us to deliver high-quality municipal legal services for a reasonable fee. We're honest, plain spoken, and reliable.

II. QUALIFICATIONS AND EXPERIENCE

This firm exists solely to provide timely, professional, and comprehensive legal services to Washington cities and other public agencies. In addition to the general information about our experience described in Section I above, please consider the following representative sample of our current and more recent services, which include:

A. Municipal Legal Advice. We currently provide these services on an exclusive basis to 16 cities and towns, and to many others as special counsel. Our experience includes advice and counsel to mayors and city managers, city councils, planning commissions, civil service commissions, parks boards, and many other boards and commissions. In addition, our service regularly entails advice and counsel to all city departments and managers. On a daily basis, our firm also prepares and reviews ordinances, resolutions, contracts, interlocal agreements and other city documents. We routinely coordinate with other associated special counsel, including counsel assigned by a city's insurer as well.

B. Litigation. In addition to our regular general counsel services, we also regularly represent municipalities in litigation; recently, we have served as lead counsel in the following cases involving general municipal issues:

- *Thurston County v. Cities of Olympia, Lacey, Tumwater, Yelm and Tenino*, 193 Wn.2d 102, 440 P.3d 988. Thurston County sued all of the incorporated cities in the County for medical costs incurred by felony inmates arrested by City police officers and held in the County jail. An Attorney General Opinion expressly declared that the Cities were responsible for those medical costs. If Thurston County had prevailed, all cities in the state would have been responsible for felony inmate jail costs. We prevailed on summary judgment in the trial court, convincing the court to reject the Attorney General Opinion. On direct review bypassing the Court of Appeals, the Supreme Court affirmed the summary judgment order that we obtained on behalf of the cities.

- *Primm v. Medina*, 160 Wn.2d 268, 157 P.3d 379. In a case where the Washington Supreme Court on its own motion removed this case from the Court of Appeals in order to rule directly, we overcame legislative and legal opposition from the Washington State Board for Judicial Administration to successfully convince the Supreme Court that Washington cities had the authority to work together to conduct municipal court services by interlocal agreement, a benefit that North Bend now enjoys under its interlocal agreement with Issaquah.

- *Tukwila School District v. Tukwila*, 140 Wn. App. 735, 167 P.3d 1167. We successfully defended Tukwila in a matter challenging the validity of the City's stormwater utility general facility charges and rates. Until the Court of Appeals affirmed Tukwila's position, this case had been widely viewed as a precursor to challenges state-wide to the continued existence of stormwater utilities.

C. Land Use. Our practice involves detailed analysis and counsel on land use matters on a daily basis. We frequently advise and guide city councils, planning agencies, and staff throughout the review and adoption of planning documents and development regulations, and in the full spectrum of land use and development permit application processes. We have wide and deep knowledge and experience working with SEPA, the Growth Management Act, the Shoreline Management Act, zoning codes, and other key statutes and regulations. The firm has successfully handled numerous matters before the Growth Management Hearings Board, the Shoreline Hearing Board, the Pollution Control Hearings Board, and other state appellate boards, as well as LUPA cases in counties around the state.

The firm has been responsible for the conduct of more than 75 contested land use matters over the past several years. A representative—but by no means exhaustive—sampling includes:

- *Futurewise v. City of Ridgefield, et al.*, Court of Appeals No. 50406-5-II. We served as counsel to the City of Ridgefield, successfully resisting a challenge from Futurewise seeking to overturn the City's annexation and upzoning of 111 acres.

- *Clark County v. Friends of Clark County, et al.*, Court of Appeals Consolidated Nos. 50847-8-II and 51745-1-II. We also represented the City of Ridgefield in a case involving amendments to Clark County's Comprehensive Plan. The Court of Appeals agreed with the City's

argument, and reversed the Growth Management Hearings Board's earlier decision.

- *Miller v. City of Sammamish*, 9 Wn. App.2d 861, 447 P.3d 593. We prevailed before the hearing examiner, superior court, and Division One of the Court of Appeals, successfully defending a City of Sammamish code enforcement action against homeowners who had systematically filled in and destroyed regulated wetlands on their property. In a unanimous published decision, Division One of the Court of Appeals affirmed the City's \$15,000 penalty for environmental damage, as well as additional daily penalties, rejecting multiple constitutional and other defenses raised by the property owners.

- *Kinderace, LLC, v. City of Sammamish*, 194 Wn. App. 835, 379 P.3d 135, *cert denied*, 137 S. Ct. 2338, 198 L.Ed.2d 755. In this case, we successfully defended the City's denial of a Reasonable Use Exception (RUE) for a parcel encumbered by a stream and its buffers. The property owner had previously utilized a portion of the parcel as a storm water detention pond to serve commercial development on an adjoining parcel, and sought to use the remainder after approval of a boundary line adjustment. The developer appealed the RUE denial under LUPA, and also filed a separate "takings" lawsuit. We successfully defended the City's position before the Hearing Examiner, the King County Superior Court, the Court of Appeals, the Washington State Supreme Court, and the United States Supreme Court.

- *Neighbors Against Annexation v. Snohomish County Boundary Review Board*, Court of Appeals No. 76936-7-I. A community organization challenged the annexation by the City of Sultan of 80 acres of property. We assisted the City with the annexation itself, and represented the City in the successful defense of the community organization's appeals, first to the Boundary Review Board, then in superior court, and ultimately in the Court of Appeals.

- *Heller v. Bellevue*, 147 Wn. App. 46, 194 P.3d 264. We defended a City stop-work order issued to halt work on a commercial remodel in excess of that allowed by the applicable building code. We assumed the City's defense on appeal, after the trial court had granted the property owner's LUPA petition invalidating the stop-work order. On appeal, we persuaded the Court of Appeals to reverse the trial court's erroneous ruling, and obtained a published decision reaffirming cities' rights to invalidate improperly granted building permit amendments.

D. Eminent Domain and Right of Way Acquisition. Over the recent past, we have been involved in the acquisition of dozens of properties by successful negotiation, and dozens more by eminent domain litigation. Representative recent cases include:

- *City of Sammamish v. Titcomb*, 25 Wn. App. 2d 820, 525 P.3d 973. The Kenyon Disend team represented the City of Sammamish in a controversial eminent domain action involving a salmon-bearing stream flowing under a private residence. The City sought to alter the stream's flow to improve upstream roadway conditions and preserve salmon habitat as required by State law. After the Superior Court denied the City's motion for an order adjudicating public

use and necessity, the City appealed. Kenyon Disend successfully persuaded a unanimous Division One of the Court of Appeals, through extensive briefing and at oral argument, to overturn the Superior Court and find that the property was in fact being condemned for a necessary public use.

- *Tumwater - Capitol Boulevard & Trosper Road Intersection Improvements Project.* We worked with the City of Tumwater to assist with more than a dozen negotiated right-of-way acquisitions and related petitions in eminent domain necessary for construction of an important Thurston County transportation improvement project.

- *Kirkland Fire Station 24 Project.* In a unanimous decision in favor of the City of Kirkland, the Court of Appeals affirmed the trial court's adjudication of public use and necessity related to property acquired through eminent domain for use as a new fire station and fire training facility. The Washington State Supreme Court unanimously denied the subsequent Petition for Review filed by a national drug store chain that vigorously opposed the site selected by the City Council for the new fire station.

- *Bellevue NE 4th Extension Improvements.* We represented the City of Bellevue regarding this important transportation improvement project that involved acquisitions in eminent domain from several significant commercial property owners, including Best Buy, Home Depot, the Port of Seattle, Sound Transit, and Burlington Northern Railroad.

- *Bellevue 120th Avenue NE Improvements.* We successfully represented the City of Bellevue in completing the Phase 1 and Phase 2 acquisitions for a substantial project complementing the NE 4th Extension described above. These acquisitions involved multiple petitions in eminent domain impacting operating commercial and retail properties, including luxury auto dealerships and fully developed office parks.

E. Employment Law. Our firm has substantial experience with employment litigation, employment investigations (e.g., workplace harassment complaints), union negotiations (including for Orting, specifically) and representation petitions, grievance and disciplinary matters, PERC hearings, and Civil Service Commission matters. As city attorneys and special counsel to dozens of cities, our attorneys are regularly engaged with various aspects of human resources and employment law and the negotiation and implementation of collective bargaining agreements. In addition to our regular involvement with labor and employment issues, our attorneys have lengthy experience managing Equal Employment Opportunity Commission ("EEOC") and PERC hearings, drafting personnel policies, handling employee discipline matters, and litigating employment law cases. More recently, we have advised many clients on COVID-related policies, and bargained with Unions related to implementation of same. Our attorneys regularly counsel mayors, city administrators, and supervisors on best management practices and related legal constraints. As part of a city's leadership team, Kenyon Disend attorneys add a depth of experience

in all management and human resources issues. We regularly counsel our clients on disciplinary issues and processes and can provide real-world examples as guide-posts.

F. Code Enforcement. As city attorneys, our firm has extensive experience in code enforcement at the hearing examiner, district court, superior court, and appellate court levels. Our attorneys are experienced in reviewing and revising an entity's current codes to encourage code compliance.

We negotiate resolutions in the vast majority of code enforcement matters we encounter every year. In the unusual cases where negotiations are unsuccessful, we are well equipped to litigate these issues. Our firm has obtained judgments totaling hundreds of thousands of dollars on various code enforcement cases for numerous cities, including recovery of the cities' attorney fees and reimbursement for the fully-burdened cost of City staff time.

Our firm has obtained judgments totaling hundreds of thousands of dollars on various code enforcement cases for numerous cities, including recovery of the cities' attorney fees and payment for Staff time. Significant cases include:

- *Burien v. Lipscomb*. The City filed a lawsuit for nuisance abatement against the property owners of an apartment complex for multiple violations of the municipal code, housing code, and building code. We obtained an injunction requiring the evacuation and relocation of the apartment tenants, and also recovered \$200,000 for the City in costs and penalties.

- *Bothell v. Suarez and Flanagan*. Similar to the *Burien v. Lipscomb* matter, the City filed a lawsuit for nuisance abatement against the property owners of an apartment complex for multiple violations of the municipal code, housing code, and building code. The City obtained an injunction and other relief, including the evacuation and relocation of the apartment tenants. The apartment complex was then rehabilitated in compliance with all applicable code provisions. The City prevailed on summary judgment, and the Court entered a Judgment in favor of the City and against the property owners for almost \$90,000 in costs and penalties. The Court of Appeals affirmed the Judgment in the City's favor.

- In addition to the matters listed above, Kenyon Disend attorneys led Burien's initiative to abate many other nuisance properties, including recovery of City legal fees and Staff costs. A representative sampling of superior court victories includes:

- ✓ *Burien v. Struble*: recovery of \$71,325.84 in fees, costs, and fines, and award of injunctive relief;
- ✓ *Burien v. Martinez*: recovery of \$65,613 in fees, costs, and fines, and award of injunctive relief; and

- ✓ *Burien v. King*: recovery of \$49,638 in fees, costs, and fines, and award of injunctive relief.

G. Telecommunications, Cable, Open Video, and Private Communications Issues as Applied to Municipal Governments. We have advised numerous cities on telecommunications, cable, and private communication issues and related right-of-way management issues. We regularly draft and negotiate leases, franchise agreements and associated service agreements.

H. Public Construction Law. Given the breadth of our municipal practice, we are routinely involved with the pre-design, design, construction, and maintenance of public works projects of many sizes and types. Our experience includes numerous street projects, a wastewater treatment plant reconstruction and expansion, acquisition and construction of several city halls and community centers, and much more. Representative examples of the firm's recent experience include:

- *Titan Earthwork, LLC v. City of Federal Way*, 200 Wn. App. 746, 403 P.3d 884. After a subcontractor struck a PSE powerline while excavating as part of a City of Federal Way intersection improvement project, the City's general contractor sued the City seeking to recover the money that it paid to PSE as damages. We represented the City and prevailed at summary judgment and on appeal.

- *North Bend City Hall Construction Contract*. After a series of missteps by the prime contractor and certain of its subcontractors during construction of the new City Hall facility, we were asked to help craft an appropriate remedy. Working in concert with City staff and the project architect, we oversaw the imposition and collection of \$170,000 in liquidated damages.

- *Sammamish Community and Aquatic Center*. After installation problems with the City's new Community and Aquatic Center's subfloor, we brought an action on behalf of the City against a contractor and sub-contractor that resulted in a settlement of \$500,000.

- We served as counsel to several cities on the formation of various street and utility local improvement districts, as well as on subsequent appeals of assessments and reassessments, and foreclosures of properties with delinquent assessments.

I. Open Public Meetings Act and Public Records Act. Given the exclusive municipal nature of our practice, we advise clients on a routine basis regarding the application of the Open Public Meetings Act ("OPMA") and the Public Records Act ("PRA"), and their exceptions and exemptions. Our firm provides regular training to public agencies and public officials regarding these Acts, and members of our firm serve as guest lecturers on these issues.

Our attorneys and staff are particularly skilled in this arena, and they assist multiple clients process public records requests and prepare exemption logs on a near daily basis.

A few representative examples of PRA and OPMA cases we have successfully defended include:

- *Block, et al. v. City of Gold Bar and Gold Bar City Council*. Plaintiffs claimed that the City Council violated the OPMA by unlawfully voting during an executive session. This case was dismissed on the City's motion for summary judgment and the dismissal was upheld by Division One of the Court of Appeals.
- *Block v. City of Gold Bar*, 189 Wn. App. 262 (2015). Plaintiff claimed the City violated the PRA by failing to adequately search for public records, improperly redacting and withholding records under the attorney-client and work product privileges, and failing to adequately identify exempt records on the City's exemption logs. The case was dismissed on cross-motions for summary judgment. Division One of the Court of Appeals upheld the dismissal in its published opinion.
- *Clawson v. Corman*. A sitting City Councilmember (and practicing attorney) filed suit against fellow Councilmembers, alleging violations of the OPMA. We successfully moved to dismiss this case on summary judgment. The plaintiff Councilmember appealed the dismissal, and the Court of Appeals affirmed the superior court's order of summary judgment in favor of our Councilmember clients.

J. Drug Forfeitures and Seizures. Kenyon Disend is a leader in civil forfeiture services for both personal and real property seizures. Kenyon Disend currently serves as forfeiture attorneys for the City of Renton, and has negotiated the settlement of numerous high dollar real property seizures. We also serve as the civil forfeiture hearing examiner for the City of Auburn.

Kenyon Disend has also resolved a number of forfeitures on behalf of Bellevue, Renton, Tukwila, and Kirkland that resulted in substantial payments to the cities and the immediate removal of illegal marijuana processing operations. Each case of course includes its own unique facts and circumstances, and Kenyon Disend is ready to review and advise on each specific case.

K. Liability and Risk Management. All of our clients are members of a risk management pool, and most like Orting are members of WCIA. We've worked closely with WCIA since its formation, and have developed long-standing working relationships with WCIA staff.

Further, we know the importance of providing sound legal advice before contentious matters or thorny issues have the opportunity to grow into or result in the filing of damages claims or lawsuits. We offer timely risk management advice, providing alternative paths forward, to ensure our clients are fully apprised of potential legal liability prior to making critical decisions.

III. PROPOSED CITY ATTORNEY AND OTHER TEAM MEMBERS

We propose that Kendra Rosenberg serve as Orting's City Attorney with Kristin Husebye serving as Kendra's primary assistant attorney. In addition to Kendra and Kristin, Orting would also have available as needed all of the firm's other attorneys, as well as our paralegals and our client services coordinator. Resumes for all of the firm's attorneys attached.

A. Proposed City Attorney.

Kendra S. Rosenberg – WSBA #44581. Kendra has practiced municipal law for more than 10 years, most recently serving as the in-house City Attorney for Auburn. While serving Auburn, she was responsible for City Council meetings, providing ongoing open government and parliamentary procedure trainings for the Mayor, Council, and City staff, and for providing legal advice and counsel to City leadership and the 10 City departments. Kendra previously practiced at Kenyon Disend and during that time regularly attended City of Orting Council meetings, and handled much of the legal representation for the City. She returned to Kenyon Disend in 2023 as a partner with experience that ranges the full spectrum of municipal law such as: contract drafting and negotiation, PRA compliance, labor and employment law, land use planning and economic development, code enforcement, eminent domain, public works construction including procurement, and civil litigation. Kendra has a particular interest in serving law enforcement agencies, and a great breadth of knowledge and experience related to police liability and policy. She currently serves as the City Attorney for North Bend and Ocean Shores and is a proud Pierce County native.

B. Proposed Assistant Attorney.

Kristin M. Husebye – WSBA #57628. Kristin is also a Pierce County native and she recently joined Kenyon Disend to provide litigation support and legal advice on a broad range of municipal subjects. She brings many years of litigation experience with her. Prior to joining the firm, she served as a staff attorney and then as Director for Skagit Legal Aid in Mount Vernon, Washington where she advocated for tenants facing evictions and housing related issues. Her role included providing advice and trainings, as well as actively appearing in court and mediations on a regular basis. She is familiar with the Public Records Act, code enforcement matters and regulations, and has experience reviewing and drafting contracts and providing legal advice regarding open government and records retention. She currently assists the City Attorneys in several of our client cities.

C. Other Team Members Available as Needed.

Alexandra L. Kenyon – WSBA #49575. Now in her ninth year of municipal law practice, Alexandra currently serves as the City Attorney for the Cities of Cle Elum and Port Townsend, and as the City of Aberdeen's primary Corporation Counsel. Alexandra also serves as counsel for

the Si View Metropolitan Park District and as dedicated Public Records Act counsel for Sno-Isle Libraries District. She also handles special projects for several Kenyon Disend clients, including public records review and analysis, and serves as a hearing examiner for the City of Auburn in civil forfeiture matters. Alex's practice also emphasizes open public meeting issues, land use, condemnation, code enforcement, and civil forfeitures. Notably, Alexandra is currently managing two separate large development projects including one with 900 dwelling units and 30,000 square feet of commercial construction, and the other with 1,300 dwelling units and 30 acres of commercial development, both of which are subject to development agreements.

Alexandra also oversees our firm's PRA department. As the realm of PRA compliance continues to evolve, Alexandra stands prepared to provide clear and timely advice to Orting, as she does for all of our client cities.

Hillary J. Evans – WSBA #35784. Hillary has been practicing law for 20 years. She joined Kenyon Disend in 2017, after almost nine years in the Civil Division of the Snohomish County Prosecuting Attorney's Office as a litigator in both state and federal courts, and several years in private practice. Her practice includes all areas of municipal law, with a focus on land use, eminent domain, labor and employment matters, risk management, open public meetings and public records issues, and litigation. Hillary has successfully represented municipalities in the Court of Appeals in more than a dozen cases. Hillary currently serves as the City Attorney for the Cities of Oak Harbor, Mountlake Terrace, Othello, and Sultan.

Lisa Marshall – Proposed Deputy City Attorney – WSBA #24343. In the event Bob is unavailable for an urgent, unscheduled meeting, or due to a scheduled vacation, illness, or other leave, we propose that Lisa serve as the City's Deputy City Attorney. Lisa has been practicing law for 30 years. She joined Kenyon Disend in 1994, incorporated the cities of Edgewood and Maple Valley, and has served as in-house City Attorney for Burien, Newcastle, Bainbridge Island, and Sammamish. Lisa currently serves as City Attorney for the City of Lynnwood. Lisa is experienced negotiating labor agreements, land use and State Environmental Policy Act issues, public records, and open meeting issues. Having worked for T-Mobile for two years, Lisa has a particular interest in cellular and wireless franchising issues and is a member of the Washington Association of Telecommunications Officers and Advisors, (WATOA) and the National Association of Telecommunications Officers and Advisors (NATOA).

Michael R. Kenyon – WSBA #15802. Mike has been practicing law for more than 36 years, the last 32 of which have been devoted exclusively to municipal law. Although no longer working full-time, Mike continues to serve our clients on a regular basis, with a particular emphasis on assisting with strategy and coordination on large development projects and related land use and eminent domain issues.

Robert Zeinemann – Proposed City Attorney – WSBA #40124. Bob has practiced law for over 18 years, with an emphasis in serving cities, towns, counties, and special districts. He

currently serves as City Attorney for the Cities of Washougal and South Bend, and he assists on projects with many of our other municipal clients. Before becoming an attorney, Bob was a land-use planner for seven years working with local governments, and he retains a passion for land use. After leaving a downtown Seattle law firm where he focused on municipal and construction law, Bob spent more than 10 years with a Mercer Island law firm where his practice focused on civil litigation defending municipalities. Bob prides himself on using his litigation experience to help cities manage legal risks.

During his career, Bob has counseled countless city staff and elected officials, and defended city laws and decisions in state and federal courts and quasi-judicial tribunals such as the Growth Management Hearings Board, in a wide variety of matters, including land use, annexations, utilities, public works construction, airport protection and planning, interlocal agreements, public safety, bid disputes, nuisances, sanitary sewers, stormwater, code enforcement, procurement, easements, real property, personal injuries, employment, contracts, open public meetings compliance, and constitutional issues.

David A. Galazin – WSBA #42702. Since 2007, David has been providing legal services to municipalities in both Hawaii and Washington State. David currently serves as the City Attorney for the City of Roy. He has also served as an Assistant City Attorney for the City of Vancouver, advising the Department of Public Works and the City Council on matters of public infrastructure. His practice was particularly focused on water, wastewater, solid waste, surface water, and other utility issues. David also previously served as an Assistant City Attorney to the City of Kent, where he supported the Department of Economic and Community Development, the Public Works Department, and the Land Use and Planning Board. He was also lead attorney on all tax matters and advised the City Council during the adoption and implementation of its local business and occupation tax.

Joanna M. Eide – WSBA #44854. Joanna's career has been exclusively devoted to public service. Most recently, Joanna spent approximately three years as an Assistant City Attorney for the City of Federal Way where she was principally focused on providing legal advice to the Parks/Recreation/Facilities and Buildings Department, Human Services Department, several City Commissions, and the Police Department. Joanna was also the lead attorney for civil asset forfeitures and provided in-depth legal support for the City relating to the Public Records Act ("PRA"), including creating, updating, and implementing training on PRA requirements and the Open Public Meetings Act. For approximately ten years, Joanna served in various roles and departments with the State of Washington, including serving as a Criminal Justice Liaison and Regulations Coordinator with the Washington Dept. of Fish & Wildlife; Policy and Rules Coordinator and Tribal Liaison with the Washington State Liquor & Cannabis Board; Legislative Director with the Washington Dept. of Natural Resources; and Director of Government & External Affairs with the Office of Minority and Women's Business Enterprises. Joanna currently provides legal services to Kenyon Disend clients on a wide variety of topics and projects and is the legal advisor to the City of Fircrest.

IV. FEE PROPOSAL

We happily stand on our reputation for first-class municipal legal services at highly competitive rates. Our exclusive focus on municipal law for the past 30 years allows us to perform a task in less time than attorneys who represent cities on a less than full-time basis. We are fortunate to be able to draw upon a large archive of time-tested documents and research. This enhances our efficiency and effectiveness, allowing us to spend more time on strategy and client counseling rather than reinventing the wheel.

We serve our clients under various fee arrangements, including flat fees, hourly fees, and a combination of those two approaches. We will always work with our clients to meet their specific needs.

Our 2024 rates range between \$185.00 and \$420.00, depending on the level of experience of the attorney providing the service. Kendra's hourly rate for 2024 is \$265, and Kristin's hourly rate for 2024 is \$185.00. A complete list of our 2024 hourly rates is attached hereto.

We do not charge for mileage reimbursement or for long-distance telephone charges. We do seek reimbursement for customary photocopy charges, legal messenger service, court filing fees, charges to access computerized legal research databases, and similar pass-through charges at cost.

V. DISCLOSURE

There are no pending litigation or judgments against Kenyon Disend in any matter relating to professional activities of the firm, including any pending complaints to the Washington State Bar Association.

VI. STATEMENT OF CONTRACT COMPLIANCE

Although we acknowledge the City's RFP requirement to provide a minimum of \$2,000,000 per occurrence or claim in liability and lawyers' professional errors and omissions coverage if awarded the contract for city attorneys services, on behalf of all of our current client cities we maintain for the protection of our clients a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate. To date, all have accepted these limits. If selected by Orting to provide services, and if the City were unwilling to waive this requirement to accept our firm's current policy, we would inquire with our insurance provider about the cost to amend our policy. In every other regard, Kenyon Disend is prepared to comply.

Mr. Scott Larson, City Administrator
August 23, 2024
Page 13

VII. REFERENCES

We invite you to contact the following references to discuss our qualifications. Similarly, we invite you to contact any of our clients about our other attorneys' services.

Professional References:

Mayor Mary Miller
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045
Phone: (425) 888-1211
Relationship: Kendra Rosenberg is the
North Bend City Attorney.

Scott Andersen, City Administrator
City of Ocean Shores
585 PT. Brown Ave. NW
Ocean Shores, WA 98569
Phone: (360) 940-7643
Relationship: Kendra Rosenberg is the
Ocean Shores City Attorney.

John Mauro, City Manager
City of Port Townsend
250 Madison Street
Port Townsend, WA 98368
Phone: (360) 379-5043
Relationship: Kendra Rosenberg provides
assistant City Attorney Services to City.

Personal References:

Harry Boesche, MRSC Legal Consultant
Email: hboesche@mrsc.org
Phone: (206) 625-1300
Relationship: former Auburn Deputy City
Attorney and personal friend for six years.

Andrea Marquez, City Attorney
City of Sumner
E-mail: andream@sumnerwa.gov
Phone: (253) 299-5610
Relationship: personal friend for 20 years.

Thank you again for the opportunity to provide this information to Orting. Please let us know if you have any questions.

Very truly yours,

KENYON DISEND, PLLC



Kendra S. Rosenberg

Attachments

KENYON DISEND, PLLC
2024 HOURLY RATE SCHEDULE FOR CITY ATTORNEY SERVICES

ATTORNEYS:

Michael R. Kenyon	\$420.00
Lisa M. Marshall	\$350.00
Hillary J. Evans	\$280.00
David A. Galazin	\$270.00
Robert D. Zeinemann	\$265.00
Kendra S. Rosenberg	\$265.00
Joanna M. Eide	\$255.00
Alexandra L. Kenyon	\$220.00
Kristin M. Husebye	\$185.00

PARALEGALS:

Margaret C. Starkey	\$175.00
Terry T. Curran	\$150.00
Antoinette M. Mattox	\$150.00



Kendra S. Rosenberg

phone: 425.392.7090 x 2205
Kendra@KenyonDisend.com

Paralegal Contact
Antoinette@KenyonDisend.com

Experience & Practice Area

After previously working at Kenyon Disend, Kendra Rosenberg has returned to the firm as a partner to continue her passion to serve the firm's clients with quality legal work and integrity. She has been a practicing municipal attorney for more than 10 years. Prior to returning to Kenyon Disend, Kendra served as the in-house Auburn City Attorney.

Kendra's practice has a special emphasis on employment and labor law, code enforcement, police-related issues, and real property law, including condemnation matters. She routinely negotiates a variety of municipal matters such as forfeitures, franchise agreements, and contract claims. Kendra regularly drafts legislation and policy updates. She prides herself in partnering with a variety of City staff including City leadership to identify risk and liability issues, propose solutions, and support the goals of her clients.

Kendra has developed materials and given presentations on a variety of municipal topics including open government issues such as the Open Public Meetings Act and the Public Records Act, police legal updates, and public procurement and contracting law.

Education

University of Washington School of Law, J.D., 2011
Willamette University, B.A., 2008

Admitted to Practice

Washington, 2012

Professional Activities

Washington State Association of Municipal Attorneys
Washington State Association of Municipal Attorneys Legislative Committee
Washington State Bar Association
University of Washington Law School Alumni Association's Leadership Council

Kristin M. Husebye

phone: 425.392.7090 x 3287
Kristin@kenyondisend.com

Paralegal Contact

Margaret@KenyonDisend.com

Experience & Practice Area

Kristin is also a Pierce County native and she recently joined Kenyon Disend to provide litigation support and legal advice on a broad range of municipal subjects. She brings many years of litigation experience with her. Prior to joining the firm, she served as a staff attorney and then as Director for Skagit Legal Aid in Mount Vernon, Washington where she advocated for tenants facing evictions and housing related issues. Her role included providing advice and trainings, as well as actively appearing in court and mediations on a regular basis. She is familiar with the Public Records Act, code enforcement matters and regulations, and has experience reviewing and drafting contracts and providing legal advice regarding open government and records retention. She currently assists the City Attorneys in several of our client cities.

Education

Benjamin N. Cardozo School of Law, J.D., 2016
Pacific Lutheran University, B.A., 2010

Admitted to Practice

Washington, 2021
New York, 2019

Professional Activities

Washington State Association of Municipal Attorneys
Washington State Bar Association



Alexandra L. Kenyon

phone: 425.392.7090 x 2193
Alexandra@KenyonDisend.com

Paralegal Contact

Antoinette@KenyonDisend.com

Experience & Practice Area

After graduating cum laude from Seattle University School of Law and becoming a member of the Washington State Bar in 2015, Kenyon Disend welcomed Alexandra as an associate attorney. While in law school, Alexandra served as a Law Clerk at Kenyon Disend and worked on a wide range of municipal law issues. Alexandra handles special projects for many Kenyon Disend clients, with an emphasis on public records and open public meetings issues, condemnation, code enforcement, and real and personal property civil forfeitures. She currently serves as City Attorney for the Cities of Aberdeen, Cle Elum, and Port Townsend, and as counsel for the Si View Metropolitan Park District.

Education

Seattle University School of Law, J.D., cum laude, 2015
University of Washington, B.A., 2011

Admitted to Practice

Washington, 2015
U.S. District Court, Western District of Washington, 2021
U.S. District Court, Eastern District of Washington, 2024

Professional Activities

Washington State Association of Municipal Attorneys
Washington State Bar Association



Hillary J. Evans

phone: 425.392.7090 x 2206
Hillary@KenyonDisend.com

Paralegal Contact

Antoinette@KenyonDisend.com

Experience & Practice Area

Hillary joined Kenyon Disend after practicing eight years as a deputy prosecuting attorney in the Civil Division of the Snohomish County Prosecuting Attorney's Office and four years in private practice. Her diverse practice at Snohomish County included both litigation and risk management roles. She defended the County in a variety of civil matters, including land use, civil rights, employment, and tort claims in both state and federal courts and on appeal.

While in law school at the University of Washington, Hillary worked for the Washington State Attorney General and the King County Prosecuting Attorney's Office. She also had an externship with Supreme Court Justice Bobbe Bridge. After law school, Hillary spent one year clerking for Superior Court Judge Gerald L. Knight.

Hillary now litigates on behalf of numerous Kenyon Disend municipal clients and serves as the City Attorney for the Cities of Oak Harbor, Mountlake Terrace, Skykomish and Sultan.

Education

University of Washington School of Law, J.D., 2004
Colby College, B.A., magna cum laude, 2001

Admitted to Practice

Washington, 2004
U.S. District Court, Western District of Washington, 2006
Ninth Circuit Court of Appeals, 2007
U.S. District Court, Eastern District of Washington, 2024

Professional Activities

Washington State Association of Municipal Attorneys
Washington State Bar Association
Mother Attorneys Mentoring Association of Seattle
WSBA Disciplinary Board, Conflict Review Officer (2021-2023)
WSBA Disciplinary Committee, Chair of Review Committee (2016-2019)

Hillary J. Evans
Kenyon Disend, PLLC
11 Front Street South
Issaquah, Washington 98027-3820



Lisa M. Marshall

phone: 425.392.7090 x 2195

Lisa@KenyonDisend.com

Paralegal Contact

Margaret@KenyonDisend.com

Experience & Practice Area

Lisa began her legal career in 1994. After 10 years with Kenyon Disend, Lisa accepted an in-house City Attorney position. She has served in that capacity for the cities of Newcastle, Bainbridge Island, Burien, and most recently Sammamish. Lisa has broad experience in all aspects of municipal law, with a particular emphasis on negotiating labor agreements, dealing with a broad range of employment issues including significant experience with the Americans with Disabilities Act and the Family Medical Leave Act, land use and SEPA/NEPA issues, franchise agreements with wireless carriers, drafting wireless codes, public records, and open meeting issues.

In addition, Lisa worked for T-Mobile for two years negotiating contracts for the network engineering division of the company. Prior to becoming an attorney, Lisa spent five years at the Boeing Company negotiating defense contracts with the U.S. Navy.

We are excited to welcome Lisa back to Kenyon Disend to continue her career in the place where it all began. Lisa now serves as the City Attorney for the City of Lynnwood.

Education

University of Puget Sound School of Law, J.D., cum laude, 1994

Pacific Lutheran University, B.A., cum laude, 1985

Admitted to Practice

Washington, 1994

U.S. District Court, Western District of Washington, 1995

Professional Activities

Washington State Association of Municipal Attorneys

Washington State Bar Association

2012 Amicus Award, Northwest Immigrant Rights Project

Lisa M. Marshall

Kenyon Disend, PLLC

11 Front Street South

Issaquah, Washington 98027-3820

www.kenyondisend.com



Michael R. Kenyon

phone: 425.392.7090 x 2197

Mike@KenyonDisend.com

Paralegal Contact

Margaret@KenyonDisend.com

Experience & Practice Area

Mike Kenyon co-founded Kenyon Disend, PLLC in 1993. Mike's practice includes all areas of municipal law, with a focus on eminent domain, land use, open public meetings and public records issues, public nuisance abatement matters, and constitutional law. Mike serves as the City Attorney for Friday Harbor.

Education

University of Puget Sound, J.D., cum laude, 1985

Western Washington University, B.A., cum laude, 1981

Admitted to Practice

Washington, 1986

U.S. District Court, Western District of Washington, 1986

U.S. District Court, Eastern District of Washington, 2009

U.S. Court of Appeals, Ninth Circuit

United States Supreme Court, 1992

Professional Activities

Washington State Association of Municipal Attorneys

Washington State Bar Association

King County Superior Court Arbitrator

Municipal Courts Options Group

King County Executive's Task Force on Inquest Proceedings

Frequent guest speaker and lecturer on municipal issues

Michael R. Kenyon

Kenyon Disend, PLLC

11 Front Street South

Issaquah, Washington 98027-3820

www.kenyondisend.com



Robert D. Zeinemann

phone: 425.392.7090 x 2208
Robert@KenyonDisend.com

Paralegal Contact

Margaret@KenyonDisend.com

Experience & Practice Area

After more than 10 years litigating with a Mercer Island firm where his practice focused on civil litigation defending cities, counties, special districts, and nonprofits in state and federal courts, Bob joined Kenyon Disend in 2021. Bob's experience includes counsel and litigation involving contract disputes, land use, nuisance abatement, sewer and stormwater utilities, water rights and the Clean Water Act, open public meetings, public construction bid disputes, and constitutional law. Bob's legal career launched in Wisconsin, where he clerked for and was an associate at a private firm in Madison practicing civil law. Before entering law school, Bob worked more than six years as a land use planner for the State of Wisconsin, where he served in several roles advising local and state officials on urban growth issues. Bob now serves as City Attorney for the Cities of South Bend and Washougal.

Education

Marquette University Law School, J.D., 2006
University of Wisconsin-Madison, M.P.A., 1996
University of Wisconsin-Whitewater, B.S., cum laude, 1994

Admitted to Practice

Wisconsin, 2006
Washington, 2008
U.S. District Court, Western District of Washington, 2011
U.S. District Court, Eastern District of Washington, 2011
Ninth Circuit Court of Appeals, 2013

Professional Activities

Washington State Association of Municipal Attorneys
Washington State Bar Association
King County Bar Association
Wisconsin State Bar Association



David A. Galazin

phone: 425.392.7090 x 2200
DavidG@kenyondisend.com

Paralegal Contact

Antoinette@KenyonDisend.com

Experience & Practice Area

Since 2007, David has been providing legal services to municipalities in both Hawaii and Washington State. Most recently, David served as an Assistant City Attorney for the City of Vancouver, advising the Department of Public Works and the City Council on matters of public infrastructure. His practice was particularly focused on water, wastewater, solid waste, surface water, and utility issues. David also previously served as an Assistant City Attorney to the City of Kent, where he supported the Department of Economic and Community Development, the Public Works Department, and the Land Use and Planning Board. He was also lead attorney on all tax matters and advised the City during the adoption and implementation of its local business and occupation tax.

David has successfully litigated at both the superior court and appellate court levels, and represented clients before hearings examiners on both administrative enforcement actions and appeals of departmental decisions. He has also provided presentations on local zoning before organizations such as the Association of Washington Cities and the Planning Association of Washington, as well as the law schools at both UW and Seattle University.

David currently serves as the City Attorney for Roy.

Education

University of Washington School of Law, Graduate Program in Taxation, LL.M., 2014
William S. Richardson School of Law, University of Hawai'i at Mānoa, J.D., 2006
Dartmouth College, B.A., 1997

Admitted to Practice

Washington, 2010
United States Court of Appeals for the 9th Circuit, 2016
United States Supreme Court, 2017

Professional Activities

Washington State Association of Municipal Attorneys
Washington State Bar Association

David A. Galazin
Kenyon Disend, PLLC
11 Front Street South
Issaquah, Washington 98027-3820



Joanna M. Eide

phone: 425.392.7090 x 3286
Joanna@KenyonDisend.com

Paralegal Contact

Margaret@KenyonDisend.com

Experience & Practice Area

Joanna's career has been exclusively devoted to public service. Most recently, Joanna spent approximately three years as an Assistant City Attorney for the City of Federal Way where she was principally focused on providing legal advice to the Parks/Recreation/Facilities and Buildings Department, Human Services Department, several City Commissions, and the Police Department. Joanna was also the lead attorney for civil asset forfeitures and provided in-depth legal support for the City relating to the Public Records Act ("PRA"), including creating, updating, and implementing training on PRA requirements and the Open Public Meetings Act. For approximately ten years, Joanna served in various roles and departments with the State of Washington, including serving as a Criminal Justice Liaison and Regulations Coordinator with the Washington Dept. of Fish & Wildlife; Policy and Rules Coordinator and Tribal Liaison with the Washington State Liquor & Cannabis Board; Legislative Director with the Washington Dept. of Natural Resources; and Director of Government & External Affairs with the Office of Minority and Women's Business Enterprises.

Education

University of Idaho College of Law, J.D., 2011
Western Washington University, B.A., 2005

Admitted to Practice

Washington, 2012

Professional Activities

Washington State Association of Municipal Attorneys
Government Lawyers Bar Association, former Board Member
Washington State Bar Association

August 23, 2024

Mr. Scott Larson
City of Orting, City Administrator
104 Bridge St. S
P.O. Box 489
Orting, WA 98360

Re: City Attorney Services – General Municipal Law

Dear Mr. Larson:

On behalf of Ogden Murphy Wallace, P.L.L.C. ("OMW"), thank you for the opportunity to submit this proposal in response to the City of Orting's Request for Proposals for legal services. We are excited about the opportunity to work with the City. If selected, we would work to ensure a seamless transition from your current legal counsel and integrate quickly into the City's team while providing high-quality and cost-effective services.

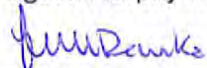
As described in our proposal, I would serve as your lead City Attorney, and will be supported by Member Andrew Tsoming and Associate Nick Morton. Our backgrounds, qualifications, and references for the primary OMW attorney team, as well as for the entire OMW municipal practice group, are provided in the enclosed proposal.

Qualification Highlights:

- OMW currently serves 25 Washington cities as general counsel and has a long history of working with municipalities through Washington State. Through this rich experience, OMW has developed extensive knowledge of municipal legal issues, which ensures that our municipal clients receive timely and direct answers to questions, requests for services, and needs for legal direction.
- OMW proactively applies its extensive, collective municipal experience to our clients' current matters. This ensures a high degree of efficiency in our delivery of services and significantly reduces the legal costs of the cities we represent.
- OMW has the accessibility to provide quality, responsive service to our clients at all times through a specialized municipal practice group that includes 13 attorneys in our Seattle office who focus exclusively on municipal work. In addition to the legal team proposed for the City of Orting, our OMW municipal law partners all stand ready to assist the City as needed.

We thank you for your time and consideration. As always, if you have any questions, comments, or concerns, please feel free to contact me at (206) 454-8321 or eromanenko@omwlaw.com.

Sincerely,
Ogden Murphy Wallace, P.L.L.C.



Emily Romanenko
Municipal Group Member

Section A. Specifications: City Attorney

1. **Attendance at Council Meetings:** Proposed lead City Attorney, Emily Romanenko and Member, Andrew Tsoming, will be able to attend all City Council business meetings either in-person or virtually.
2. **Attendance at Other Meetings:** Emily will be able to attend other meetings, including holding office hours, as requested by the City, either in-person or virtually, depending on the City's preference. In the event of Emily's absence or unavailability, Andrew Tsoming and/or Nick Morton will be available to attend meetings and office hours. Our team will strive to maintain continuity on projects and to accommodate the City's preferences to the greatest extent possible.
3. **Availability of Lead City Attorney:** Emily will be available by cell phone and email. In addition, she will also be available through virtual meeting platforms, such as Microsoft Teams, Webex, and Zoom. Upon request, Emily will also be available in person. When Emily is unable to respond to calls and emails, Andrew Tsoming and Nick Morton will be available to respond. Additionally, the entire OMW Municipal Team, as well as the entire OMW Team, can be available to serve the City as needed.
4. **Timeliness of Response & Accessibility:** The proposed City Attorney team will strive to respond to all calls, emails, and messages promptly, usually within a matter of minutes or hours on the same day. The proposed team will be available to attend all meetings in-person or virtually, as requested by the City. Our approach to client service is to consistently meet or exceed our client's expectations.

Section B. Desired Qualifications: City Attorney

1. **Years of Experience:** Proposed lead City Attorney Emily Romanenko and Andrew Tsoming each have at least five years of experience working with municipal governments in providing general municipal services. Associate Nick Morton has four years of legal experience, two of which include providing counsel to public entities.
2. **Knowledge of Applicable Law:** The proposed City Attorney team is well-versed in laws that apply to Washington municipalities, including the City of Orting. As detailed below, the proposed team has extensive knowledge in areas of federal and state statutes, case law, regulations, and policies relevant to city government in areas of civil, land use, and administrative law; of legal procedures; and of courtroom procedures.

Laws affecting cities are constantly changing. Therefore, we consider it a fundamental duty of our role as City Attorney to keep our municipal clients current on upcoming and recent legal developments. Whenever a legislative amendment occurs or a precedent-setting court case is issued that has implications for our client cities, it is our practice to promptly notify our clients and to provide appropriate guidance. For changes in the law that have potentially widespread impacts to cities generally, we typically prepare and circulate to our entire municipal client base a "Case Report" or "Legislative Update"—a short memorandum that summarizes the change and offers practical suggestions on how to respond. Whenever we are aware that a particular client will be

directly and specifically impacted by the update at issue, our approach is to contact that city separately and provide individualized recommendations.

In sum, we take the counseling and client education functions of our City Attorney role very seriously, and our proven model for providing timely, proactive guidance to our client cities has been highly effective in insulating them from liability exposure. We look forward to tailoring this approach to the City of Orting's specific needs and preferences.

- 3. Experience in Municipal Law:** OMW is a leader in Washington State municipal law. The attorneys of OMW's Municipal Law practice group have represented Washington cities, towns, and special purpose districts for almost six decades and have broad expertise in all aspects of municipal law. OMW currently serves over 25 cities and towns throughout the state as city/town attorney and represents numerous others on a consulting or special counsel basis.

The stability and longevity of our client relationships is a point of professional pride for our firm. While OMW's client roster has grown significantly to include individuals, businesses of all sizes, and numerous municipalities throughout the state, it is a testament to our firm's practice approach that our relationship with several of our municipal clients spans decades. These include, without limitation, the City of Redmond (client since 1980), the City of Poulsbo (client since 1982), and the City of Mukilteo (client since 1988).

A non-exhaustive list of our specialties below illustrates our experience in various areas of municipal law:

Land Use and Environmental Law: Our firm is uniquely qualified to assist the City with land use matters and disputes. OMW attorneys are accomplished in all aspects of Washington law related to zoning, planning, and project permitting, with detailed knowledge of the State Environmental Policy Act, the Growth Management Act, the Planning Enabling Act, the Land Use Petition Act, Washington's subdivision statute, the Shoreline Management Act, the Regulatory Reform statute, the Appearance of Fairness Doctrine, and all other laws governing land use, development, and environmental regulations in local communities. Additionally, we and our OMW colleagues have represented municipalities in land use litigation at every level of the state and federal judiciary, including the United States Supreme Court. We also have successfully defended local land use decisions and zoning actions before a variety of administrative tribunals, including hearing examiners, the Growth Management Hearings Board, the Pollution Control Hearings Board, and the Shoreline Hearings Board. Emily and Andrew are also currently advising several of our clients on their periodic Comprehensive Plan updates and associated municipal code amendments.

Contracts and Interlocal Agreements: Our attorneys recognize that every contract memorializes our client's legal relationship with a third party, and we review all aspects of each proposed agreement to ensure that the client's legal interests will be adequately protected, consistent with the unique goals and risk tolerance of each contracting scenario. Our attorneys are familiar with the legal requirements governing competitive bidding, contracting with professional service providers, and procurement of equipment and materials. We also routinely prepare interlocal agreements spanning a broad range of issues such as shared municipal services and joint financing programs.

Utilities; Right of Way Management; Telecommunications: Our depth of experience extends to assisting our municipal clients in all aspects of right-of-way management, including utilities and telecommunication issues. We have guided clients in the formation and operation of local water, sewer, and stormwater utilities. Our attorneys routinely handle a wide range of utility-related matters, including easement acquisition, utility billing and collection, local improvement district formation, and rate-setting, both in the context of city-owned utility matters and issues relating to privately-or publicly owned special district utilities.

OMW attorneys have advised numerous cities on right-of-way management issues related to cable television, telecommunications, and electric and natural gas utilities. Emily regularly drafts and negotiates franchises and co-location agreements for use of city property and streets. Emily has specific and extensive expertise in preparing site-lease agreements for placement of wireless communication facilities; as well as drafting and negotiating other agreements and documents relating to the use and protection of public rights-of-way and other city-owned property. In addition, our attorneys have negotiated natural gas and electric power franchises; cable television franchises; fiber-optic broadband agreements; water and sewer franchises; and telecommunication equipment leases for cities such as Duvall, Kirkland, Lake Stevens, Milton, Monroe, Poulsbo, Redmond, Sammamish, and Tukwila.

Forfeiture/Seizure hearings; Police Liability Issues; Police Policy: OMW attorneys are experienced in civil forfeitures, including real property forfeiture. Our attorneys have advised on seizures and forfeiture of personal property, real property, and currency, pursuant to RCW 69.50.505 for several clients including the cities of Tukwila and Poulsbo. Our work has included the seizure and forfeitures of homes, boats, motor vehicles, and currency in excess of \$200,000.

Code Enforcement and Nuisance Abatement: We routinely work with clients to resolve code enforcement problems and conduct nuisance abatement. Successful code enforcement requires being proactive and communicative, and our office collaborates closely with code enforcement officers and residents to find a way forward to bring properties into code compliance. Emily, Andrew, and Nick have expertise in writing warning letters, voluntary compliance agreements, and notices of violation. When voluntary compliance is not achieved, we have successfully adjudicated code enforcement and nuisance abatement matters at the administrative (Hearing Examiner), superior court, and appellate levels. Nick has experience obtaining warrants of abatement and recouping abatement expenses for municipal clients in superior court.

Public Works; Procurement; Financing Capital Projects: We have extensive experience with all sizes and types of public works matters, including bidding and award procedures, construction, utilities and franchise agreements, transportation and capital improvement plans, streets, and stormwater management. We routinely counsel cities on matters involving the design, construction, operation, and maintenance of public works projects. Emily assists cities in state competitive bidding, solicitation and purchasing laws, and local procurement policies. Our public works clients routinely call on us to consult on complex matters involving property rights, asset transfers, utility franchising, and condemnation proceedings. We also have

unique expertise in Utility Local Improvement Districts (ULIDs) and assessments, latecomer agreements, and other means and methods of constructing and financing necessary municipal infrastructure.

Council, Boards, and Commission Meetings; OPMA Compliance: Attending city council, board, and commission meetings is an important aspect of municipal law practice. Emily, Andrew, and Nick are all very familiar with the legal requirements of the Open Public Meetings Act, relevant parliamentary procedures, Council Rules of Procedure, Boards and Commissions bylaws, and the executive/legislative division of responsibility under state law. Our land use expertise is also helpful to clients with quasi-judicial public hearings. We help facilitate orderly, productive public meetings for our client cities and their staff.

Ordinances and Resolutions: A critical function of municipal government is the development and implementation of local legislation. Our municipal attorneys review and draft ordinances, resolutions, and agenda bills, as needed, as part of our daily practice. We implement the legal form requirements for these documents, and our substantive understanding of municipal law enables us to assist clients in crafting clear, concise, well-organized ordinances and resolutions that will effectively advance the legislative intent of the city council. Our approach to preparing local legislation is to verify that a particular document is defensible in both form and substance.

Tax Matters: We have advised many cities in state and local tax issues, including municipal code updates, audits, and enforcement actions. For example, OMW recently won a published Washington Court of Appeals case, *TracFone, Inc. v. City of Renton*, 547 P.3d 902 (Wash. Ct. App. 2024), in which the court agreed that a business that buys wireless airtime from network carriers and resells it at wholesale and retail is subject to the City's utility tax as a telephone business.

Monitoring Law and Regulatory Changes: OMW monitors, reviews, and analyzes the impacts of state and federal regulations that may impact our municipal clients. This includes employment issues, telecommunications issues, and transportation issues. Our substantive knowledge and deep subject matter expertise on all manner of municipal issues ensures that we can provide early warnings to protect our clients' interests while ensuring compliance with local, state and federal law. For example, Emily advises on Federal Communications Commission orders regarding small wireless facilities, cable franchises, necessary code updates, and general telecommunications regulations compliance. This work requires assimilating information quickly and working collaboratively with a variety of stakeholders (residents, city councilmembers, wireless industry representatives, and city staff) to navigate compliance with federal telecommunications regulations.

Litigation: Our firm's goal is to proactively avoid disputes or seek resolution before the litigation stage is reached when possible and in the clients' best interest. If litigation becomes necessary, we are ready to vigorously advocate for your interests. Our litigators have successfully represented municipalities before all levels of courts and administrative tribunals. The range of legal issues implicated in these proceedings is broad, including land use permitting and zoning, SEPA determinations, eminent domain, annexation, personnel matters, public records, public works matters, code enforcement, public nuisance abatement, initiative and referendum matters, homeless

encampments, gambling ordinances, takings, and substantive due process challenges, among others. For example, OMW recently obtained a successful outcome for the City of Snoqualmie in *C.A. Carey Corp. v. City of Snoqualmie*, 29 Wn.App.2d 890, 547 P.3d 247 (Feb. 20, 2024) (public works contractor claim against city was dismissed for failure to comply with contract notice and protest provisions; city was awarded reasonable attorneys' fees). The City of Snoqualmie was represented by OMW attorneys Athan Tramountanas and Cynthia Park.

4. **Licenses & Education:** All attorneys on the proposed City Attorney team possess a Juris Doctorate degree and graduated from a law school accredited by the American Bar Association. Emily Romanenko and Andrew Tsoming received their law degrees from Seattle University School of Law, and Nick Morton received his from Boston University School of Law.
5. **Standing with the Washington State Bar Association:** All attorneys on the proposed City Attorney team—Emily Romanenko (WSBA #52800), Andrew Tsoming (WSBA #42494), and Nick Morton (WSBA #57393)—are members in good standing of the Washington State Bar Association.
6. **Location of OMW Offices:** OMW has three offices in the State of Washington—located in Seattle, Bellevue, and Wenatchee. All attorneys referenced in this RFP response are based in the Seattle office.

Section C. Proposal Requirements

1. Firm Contact Information:

Ogden Murphy Wallace, P.L.L.C.
701 Fifth Avenue, Suite 5600
Seattle, WA 98104
Phone: (206)447-7000
Fax: (206) 447-0215

Emily Romanenko: eromanenko@omwlaw.com
Andrew Tsoming: atsoming@omwlaw.com
Nick Morton: nmorton@omwlaw.com

2. Description of Law Firm & Core Team:

Ogden Murphy Wallace, P.L.L.C. has been a member of the Pacific Northwest legal community since 1902 and has represented Washington cities for nearly 60 years. Since our founding, the firm has grown to over 60 lawyers with offices in Seattle, Bellevue, and Wenatchee. In addition to its municipal practice, Ogden Murphy Wallace features attorneys that specialize in a variety of practices, including litigation, health law, corporate transactions, and labor & employment.

Additionally, a significant benefit of retaining our firm is our ability to employ an integrated approach to client representation, drawing upon the expertise of numerous attorneys from our Employment, Construction, Tax, Business, Environmental, and Litigation practice groups when a particular legal issue requires specialized knowledge

or experience in those areas. We propose to utilize these other attorneys, on an as-needed basis and with the City's advance consent, to provide practical and cost-effective legal services.

We propose that, if selected, [Emily Romanenko](#) will serve as your City Attorney and the primary point of contact. [Andrew Tsoming](#) and [Nick Morton](#) will assist Emily in providing services and will utilize a collaborative, practical, efficient, responsive, and cost-effective approach.

[Emily Romanenko \(Member, Primary Contact\)](#). Emily has practiced municipal law since 2017, with an emphasis on public law and procedure, public works procurement and contracting, franchising and utility matters, telecommunications, and land use. Emily's current clients include the City of Poulsbo and the Town of Yarrow Point. She also serves as Senior Assistant City Attorney for Sammamish and Tukwila.

Before joining OMW, Emily worked at a land use and development law firm, where she assisted developers with navigating the land use and permitting process in Seattle and Bellevue. Being on the other side of the counter allowed Emily to understand the incentive structure of developers, which helps her better advise her municipal clients now. Emily's collective experience allows her to quickly recognize issues, evaluate the range of options and solutions, and advise on best course of action in consultation with City Staff. You can learn more about Emily [here](#).

[Andrew Tsoming \(Member\)](#). Andrew has practiced law since 2010 and has over five years of experience in general municipal law with an emphasis on land use, public records, police-related issues (e.g., drug forfeitures and use of force), code enforcement, and contract review and negotiation. Andrew's current clients include the City of Milton, Town of South Prairie, and the Port Ludlow Drainage District. Andrew also serves as the Deputy/Assistant City Attorney to the cities of Bainbridge Island, Sammamish and Tukwila.

Before joining OMW, Andrew started his civil municipal career at a small, boutique municipal law firm, where he assisted municipal clients, such as Cle Elum, North Bend, and Tukwila to navigate a wide array of legal issues and litigation. Prior to his civil municipal work, Andrew spent almost eight years working for the Seattle City Attorney's Office as a trial prosecutor and precinct liaison attorney to the Seattle Police Department. You can learn more about Andrew [here](#).

[Nick Morton \(Associate\)](#). Nick has practiced law since 2020 and has provided general legal counsel to public entities for two years, with an emphasis on land use, code enforcement, labor and employment law, public records, and contract review and negotiation. Nick currently provides legal advice to a variety of OMW's municipal clients including Bainbridge Island, Bremerton, Gig Harbor, Poulsbo, Sammamish, and Tukwila.

Before joining OMW, Nick served as outside counsel to public school districts across Washington State. His previous work also included representing private and public-sector clients in arbitration and civil litigation in state and federal court, as well as conducting workplace investigations involving claims of harassment, discrimination, bullying, and retaliation. You can learn more about Nick [here](#).

Other OMW Attorneys. In addition to the Core Team proposed above, OMW attorneys from our other practice areas are available to assist the City with matters in their areas of expertise, including [Zach Lell](#) and [James Haney](#), our resident land use litigators; [Karen Sutherland](#), who specializes in all facets of employment and labor law; [Kari Lester](#), who has successfully litigated Public Records Act claims for our municipal clients; [Kari Sand](#), who specializes in labor negotiations and tax issues; [Jeff Dunbar](#) and [Geoff Bridgman](#), who can assist with complex litigation matters; and [Athan Tramountanas](#), whose practice focuses on all aspects of public works and construction law. Further information regarding each of these lawyers and the entire OMW Team can be found on [OMW's website](#).

3. Method and Approach to Provision of Legal Services:

Method of Service Delivery

Our goal is to provide Orting with practical, solutions-oriented, and cost-effective legal services. We understand the importance of listening to our clients and understanding their objectives. This is especially true for a position where, as here, the current City attorney has served in that role for many years. Change may be inevitable, and if selected, we will work hard to make the transition as seamless and successful as possible.

We will be flexible when working with the City to determine how best to provide general legal services. This Proposal contains our initial thoughts on how OMW would provide legal services—it is the starting point for a more detailed discussion as to how OMW can best meet the City's legal needs. We are excited about the opportunity to have that dialog.

OMW is proposing a core team of Emily, Andrew, and Nick. The intent for this integrated team approach is to ensure the City is fully staffed at all times and because Emily, Andrew, and Nick bring a complimentary and unique skillset to providing legal services. Additionally, where appropriate, Emily will delegate and assign specific matters to other attorneys in the firm. This will enable the City to benefit from the specialized knowledge of OMW's various attorneys and practice groups whenever such expertise is needed, and it will enable attorneys with lower billing rates to perform routine, less complex tasks.

As an integral part of the City's team, it will be among our highest priorities to make our attorneys available and to work cooperatively and responsively with the staff and elected and appointed representatives of the City of Orting. As your lead attorney, Emily will be available via email, text, cell, or in person for all regularly scheduled City Council meetings, as well as all other scheduled meetings where legal counsel attendance is requested. While our office is located in Seattle, we are comfortable attending and participating in meetings in-person, or via Zoom or Teams, and we can use these tools to effectively and efficiently participate in council and/or staff meetings without the need for travel time.

If desired, the proposed City Attorney team can schedule alternating in-person office hours for a portion of the 2nd and 4th Wednesdays to better serve the City's needs. Wednesday office hours coincide with Council meetings if the City wants in-person

attendance. In the unlikely event of Emily’s unavailability for meetings due to illness, vacation, or trials, Andrew or Nick will be available to provide coverage.

Philosophy and Approach

Our philosophy is to provide our clients with the highest quality legal services at a reasonable price. We recognize that municipalities, particularly under today’s economic circumstances, must receive efficient and effective representation on a fixed annual budget. We work with our clients to help them utilize our services efficiently and manage legal services to stay within their means.

Part of that process involves customizing our work to align with the City’s needs and preferences. We take into account staff levels, budget constraints, types of projects, and stakeholder expectations when prioritizing projects. We believe consistent, clear, and open communication between the City and the City Attorney is critical to ensuring we are correctly prioritizing the City’s needs, and we will listen carefully and actively to proactively assist the City in achieving its goals. Additionally, we have experience and success in containing legal fees through tracking hours on projects, appropriate delegation of work, and managing client risk to avoid lengthy and costly litigation and disputes.

Emily and Andrew currently serve as city or town attorney to Poulsbo, Milton, Yarrow Point, and South Prairie and work with many other OMW municipal clients. We will leverage our broad experience from working with many other jurisdictions while tailoring our advice and services to the City’s specific needs. We understand the need for sound, yet cost-effective, legal solutions and the realities of working with staff who must wear many hats for the City. Emily, Andrew, and Nick will also provide comprehensive legal and risk-management advice to all levels of government—staff, administration, councils, and commissions. We will actively monitor burgeoning issues at the local, state, and federal levels that impact the City and have clear and open lines of communication with staff to ensure compliance with the changing legal landscape. We view our role as outlining the potential risks associated with different strategies and helping the City understand and navigate the chosen strategy based on the City’s risk tolerance for each unique circumstance.

4. Proposed Fee and Billing Structure:

Our proposed rates are competitive with other Puget Sound area law firms with municipal practices. Additionally, OMW’s goal is to effectively manage legal services to achieve overall cost savings for the City. Based on our service model, we propose to provide general legal services at a standard hourly rate arrangement, which will increase by the greater of CPI or 4% effective January 1st of each year.

2024 Hourly Billing Rates:

General Services (meeting attendance, ordinance and resolution drafting, routine consultations, and all work not defined as “Specialty Services” below)

Member	\$325/hour
Associate	\$285/hour
Paralegal/Law Clerk	\$185/hour

Specialty Services (real estate transactions, project-specific land use work, development agreements, franchises, and associated litigation)

Member	\$375/hour
Associate	\$320/hour
Paralegal/Law Clerk	\$260/hour

Travel Time:

Travel time to and from the City of Orting for attendance at office hours and City Council regular meetings will be a flat fee of \$325. All other travel (e.g., court appearances, offsite meetings, and for other City-related business) will be billed at a \$50 per hour discount from the applicable hourly rates set forth above.

Miscellaneous Expenses:

The City will not be charged for normal clerical or secretarial work, the expense of which has been calculated into OMW's hourly rates for attorneys. Reimbursement will be made by the City for expenditures related to court costs and fees, legal messenger services, copying, postage, computer-aided legal research when conducted on behalf of the City, and parking. Other expenses shall be reimbursed when authorized in advance by the City.

Billing Format:

OMW will invoice the City monthly for services performed. Each invoice will identify the service provided; the date; the professional providing the service; the time expended, measures in tenth-of-an-hour increments; and a billing narrative phrased with appropriate sensitivity in order to protect the attorney/client privilege. Consistent with these general parameters, OMW will work cooperatively with the City to develop and implement a specific billing and invoicing framework that meets the City's needs. At the City's preference, individual billing numbers can be established for each department, as well as for any specialty matters (e.g., litigation, contract negotiations, etc.).

5. References of Proposed City Attorney Core Team

Professional References

Becky Erickson

City of Poulsbo Mayor
200 Moe Street
Poulsbo, WA 98370
360-394-9700 | berickson@cityofpoulsbo.com

Mayor Erickson currently works with Emily, who manages the City's complete range of day-to-day legal needs in her capacity as City Attorney. Emily also attends Council meetings, board and commission sessions, and offers advice on land use planning, public records action compliance, parks and recreation risk management, public works contracting, and litigation strategy.

Shanna Styron Sherell

City of Milton Mayor
1000 Laurel Street
Milton, Washington 98354
(253) 922-8733 | [sstyronsherrell@cityofmilton.net](mailto:ssstyronsherrell@cityofmilton.net)

Mayor Styron Sherell currently works with Andrew, who handles all the City's day-to-day legal needs, including issues related to public works, land use, police, contracts, and the Public Records Act.

Brett Jette

Assistant City Attorney
City of Bremerton
345 6th Street, Suite 100
Bremerton, Washington 98337
(360) 473-2336 | Brett.Jette@ci.bremerton.wa.us

Brett currently works with Nick, who handles code enforcement matters on behalf of the City of Bremerton in Kitsap County Superior Court.

Personal References

Valerie Fairwell – Mentor

Managing Corporate Counsel
T-Mobile, Inc.
3625 132nd Ave SE, Bellevue, WA 98006
(206) 966-1932 | Valerie.fairwell@t-mobile.com

Valerie and Emily both participated in Washington Women Attorney's, King County Chapter, networking event in 2015 while Emily was in law school. Val became Emily's mentor, and they have been friends since.

Phillip Chu

Assistant City Attorney
Seattle City Attorney's Office
701 5th Avenue
Ste 2050
Seattle, WA 98104
(206) 635-0981 | phil.chu@seattle.gov

Phillip and Andrew are friends and former co-workers. They met in 2013 while they both were working as trial prosecutors in the Seattle City Attorney's Office Criminal Division.

Matthew Kelly

Partner, Foster Garvey
111 Third Ave
Ste 3000
Seattle, WA 98101
(206) 816-1347 | matthew.kelly@foster.com

Nick and Matthew met in 2020 as colleagues working at a labor and employment law firm in Bellevue, WA. They have been friends since.

6. Disclosure of Pending Litigation or Judgments Against OMW or Proposed Team

OMW and a former Member were named in a litigation matter that was dismissed by the Washington Supreme Court after application of the immunity granted by RCW 4.24.510 and was mandated to the superior court for further proceedings in accordance with the Supreme Court's amended opinion and denial of further reconsideration.

See *Leishman v. Ogden Murphy Wallace, P.L.L.C. and Patrick Pearce*, King County Superior Court No. 17-2-11921-1 SEA, Washington State Court of Appeals No. 77754-8-I, Washington State Supreme Court No. 97734-8, and United States District Court No. 2:20-cv-00861-JNW.

There are no current complaints against OMW attorneys pending with the Washington State Bar Association.

7. Employment and Labor Law Experience

OMW is a recognized leader in employment law and workplace relations in the Pacific Northwest, primarily due to our emphasis on preventive practices such as workplace investigations, training, policy development and implementation, and alternate dispute resolution.

The City of Orting would have access to all the attorneys in OMW's Employment and Labor Law practice group, who provide our public sector clients with advice and representation on all aspects of employment law. Our work in this area includes negotiations with employee bargaining representatives; drafting and implementation of labor contracts; defending our clients against EEOC complaints and in PERC proceedings; and assisting clients in making risk management decisions to avoid litigation. We likewise represent our public sector clients in grievance arbitrations, interest arbitrations, and in lawsuits regarding labor and employment issues in state and federal court.

OMW routinely provides employment law advice regarding a wide range of state and federal regulations, such as HIPAA, LEOFF, and wage and hour laws; employee discipline and termination, including civil service protections; employee benefits, including COBRA and the Family and Medical Leave Act; job descriptions and personnel policies; employment agreements. Our attorneys are available to provide training to our municipal clients in each of these areas on an as-needed basis.

Our attorneys have expertise in negotiating, drafting and implementing contracts with public sector unions. In the recent past, our attorneys have negotiated collective bargaining agreements with over fifteen regional cities. You can learn about the firm's entire employment practice [here](#).

8. **Public Records Act Experience**

We assist our clients daily with Public Records Act compliance, whether advising on the requirements for timelines and responses or assisting with the many exemptions from disclosure found within the PRA and other laws. We assist clients with crafting public records policies and procedures, redacting records, and preparing exemption logs. Emily and Andrew have both provided periodic training for local government staff, which we recommend to ensure effective customer service and to reduce the likelihood of penalties stemming from an inadvertent mistake.

All three attorneys on the proposed City Attorney team emphasize PRA-related work. Emily, Andrew, and Nick regularly consult and advise clients on PRA requests received by nearly all of OMW's clients, including the cities of Duvall, Gig Harbor, Lake Stevens, Milton, Monroe, Mukilteo, Poulsbo, Redmond, Sammamish, and Tukwila. We are well-skilled in reviewing public records, identifying exemptions to the PRA, and providing advice to clients on how to work with PRA requesters to ensure city liability is minimized to the greatest extent possible.

In the event of legal challenges arising out of the record disclosure process, our attorneys can assist with defense or mitigation as appropriate. Representative Public Record Act cases include:

- Successfully argued that real estate appraisal records used for property acquisition in connection with a public works project were exempt from disclosure under the Public Records Act. *Ekelmann v. City of Poulsbo*, 22 Wash. App. 2d 798, 513 P.3d 840 (2022).
- Successfully defended claims against a city alleging failure to provide responsive records and further alleging delay with claimed penalty of \$11 million. For a request that had been overlooked, significantly reduced penalty award to \$1,688. *Rufin v. City of Seattle*, King County Superior Court Cause No. 14-2-32054-0.
- Assisted a city in responding to an inappropriate motion to enjoin release of non-exempt record requested by third party under Public Records Act brought in a criminal case. *State of Washington v. Lehtinen*, King County Cause No. 13-1-13093-5.

9. **Experience Working with Cities on Reducing Liability/Exposure**

The single most important aspect of a city attorney's function is to assist the city in identifying, weighing, evaluating, and avoiding liability. It is through this lens that our municipal attorneys approach each legal task. Whether we are drafting written contracts, reviewing local legislation, providing advice regarding public records disclosure, or assisting with land use permitting decisions, our overarching focus is on protecting our client's interests and preventing unnecessary legal risk.

To this end, OMW's attorneys consistently work with our municipal clients to effectively manage risk exposure based on each client's unique risk appetite under the relevant circumstances. We recognize that not all risks are equal, and that a one-size-fits-all

approach is unrealistic in this context. Risk management involves more than generically minimizing negative outcomes; it also requires determining an acceptable level of exposure to achieve a client city's specific objectives and to capitalize on available opportunities. Where each client lands on the risk spectrum depends on each unique situation and is ultimately a judgment call for that city. We typically advise the municipalities we represent to take a balanced risk approach, where potential negative impacts and completion of city goals and objectives are each afforded appropriate consideration. Our attorneys also ask relevant questions to ensure that we understand and can accurately assess the risks implicated by each situation relative to the client's goals. We recognize our role as advisors rather than decision-makers, and we stand ready to implement the City of Orting's chosen approach once a course of action has been determined.

In the event of a formal claim, our attorneys are prepared to vigorously defend the City and its officials in any ensuing court action, drawing upon the extensive resources and expertise of our firm's Litigation practice group as needed. We are very familiar with the Washington Cities Insurance Authority ("WCIA") risk pool of which the City is a member, as well as the compact requirements for WCIA's member cities. We maintain an excellent working relationship with the land use and other litigation attorneys appointed by WCIA to represent its members. Our attorneys work cooperatively and effectively with WCIA-assigned defense counsel as necessary to strive for a successful outcome in any litigation.

10. Statement of Contract Compliance

OMW maintains adequate insurance coverage at all times. If selected, we would be pleased to provide the City of Orting with appropriate proof of comprehensive insurance, general liability or other financial security in a manner satisfactory to the City and sufficient to provide a minimum of \$2,000,000 per occurrence or claim in liability and lawyers' professional errors and omissions coverage. The City of Orting will be named as an additional named insured on liability policy(s) and a certificate of insurance provided for lawyers' professional policy(s).

Emily Romanenko

Member

SEATTLE

P (206) 454-8321

✉ eromanenko@omwlaw.com



Emily takes a proactive and solutions-oriented approach to guiding cities, towns, and special purpose districts in all areas of the law.

Cities, towns, and special purpose districts face diverse and unique challenges. As an attorney in the firm's municipal group, Emily proactively assists municipalities in all areas of the law including land use, public works projects and financing, telecommunications, and regulatory compliance. Emily strategically collaborates with staff, elected officials, consultants, and residents to create practical legal solutions for her clients. Whether advising clients regarding the effect of new regulations, negotiating a franchise agreement, or mediating a dispute, Emily leverages her experience to synthesize information and solve problems.

Emily received her B.S. in Political Science from University of Oregon and her J.D. from Seattle University School of Law. During law school, Emily was a staff editor for the *Seattle Journal for Social Justice*, and externed with both the City of Bellevue and the City of Seattle's legal departments. Prior to joining Ogden Murphy Wallace, Emily worked at a local land use law firm advising clients on land use permitting procedures and requirements, and assisting clients with land use appeals. Emily is admitted to practice in Washington, and the U.S. District Court for the Western District of Washington.

In her free time, Emily enjoys hiking, backpacking, and skiing with her husband and son, and their adventure dog, Kitsune.

Association Memberships

- American Bar Association
- Washington State Bar Association
- King County Bar Association
- Washington State Association of Municipal Attorneys

Education

- J.D., Seattle University School of Law
- B.S., University of Oregon, Political Science

Speaking Engagements

- Presenter March 2023, Short Course on Local Planning, Washington State Department of Commerce
- Presenter April 2022, Short Course on Local Planning, Washington State Department of Commerce
- Presenter, WSAMA Fall 2019 Conference, "Revisiting the Initiative and Referendum Statute"
- Co-Presenter, WSBA Environmental and Land Use Law Mid-Year Conference, "Land Use Case Law Update – A Dozen Cases to Know"
- Co-Presenter, "Telecom Legal Update 2019," Washington Association of Telecommunications Officers and Advisors, May 2019
- Co-Presenter, "FCC New Small Cell Order & What It Means for Washington Cities," OMW Webinar, October 2018

Publications

- [Tribal Treaty Rights and Natural Resource Protection: The Next Chapter United States v. Washington – The Culverts Case](#), *American Indian Law Journal*: Vol. 7: Iss. 2, Article 3 Richard Du Bey, Andrew Fuller, and Emily Miner 06/04/2019
- [New Training Requirements for Contractors Bidding on Public Works Contracts](#) Emily Miner 03/01/2019
- [Ninth Circuit Rules on Homeless Camping](#) Emily Miner 11/01/2018
- [Treaty Rights & Natural Resources, The Next Chapter: United States v. Washington – The Culverts Case](#) Richard Du Bey, Andrew S. Fuller and Emily Miner 08/17/2018

Andrew Tsoming

Member

SEATTLE

P (206) 447-7000

✉ atsoming@omwlaw.com



Andrew is a skilled communicator, who provides plain, practical advice to his clients while helping them navigate complex legal issues.

Andrew is an attorney in the firm's Municipal practice group, who assists municipal clients with a full range of legal issues, including advice on land use, public records, and code compliance matters. As a former trial attorney, Andrew is a skilled communicator, who provides plain, practical advice to his clients while helping them navigate complex legal issues.

Prior to joining OMW, Andrew was an attorney with Kenyon Disend, a boutique municipal law firm in Issaquah, Washington. At Kenyon Disend, Andrew served as an Assistant City Attorney to a several of local cities, including the cities of Sammamish, Tukwila, and North Bend. Andrew's previous work includes advising and representing clients on issues such as, constitutional law, land use, contract review and negotiation, interlocal agreements, franchise agreements, code compliance, legal review of police issues, drug forfeitures, ethics, and the Public Records Act.

Before practicing municipal law, Andrew spent eight years as an Assistant City Prosecutor with the Seattle City Attorney's Office, where he was responsible for the prosecution of simple and gross misdemeanor crimes. As a Prosecutor, Andrew tried over forty jury trials to verdict and negotiated countless cases to resolution. In his last year with the Seattle City Attorney's Office, Andrew served as the South Precinct Liaison Attorney, where he provided real-time legal advice to various City departments including the Seattle Police Department.

Andrew is a proud Seattle-area native. He received his B.A. in Political Science and

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Psychology from the University of Washington and graduated in the top 15% of his class at Seattle University School of Law. In his spare time, Andrew enjoys games, photography, food adventures, trivia, and rooting for Seattle's underachieving sports teams.

Association Memberships

- Washington State Association of Municipal Attorneys
- Washington State Bar Association
- William L. Dwyer Inns of Court
- Asian Bar Association of Washington

Education

- J.D., Seattle University School of Law
- B.A. University of Washington

Professional & Community Activities

- Asian Bar Association of Washington International District Legal Clinic

Nick Morton

Associate

SEATTLE

P (206) 447-2239

✉ nmorton@omwlaw.com



Nick works with his municipal clients to solve complex legal problems by providing thoughtful and practical advice.

Nick works diligently to help city leaders solve problems and achieve their goals in service of their residents. As an Associate in the firm's Municipal practice group, his practice focuses on all aspects of municipal law, with an emphasis on labor & employment, land use, and public records.

Prior to joining OMW, Nick served as outside counsel to public school districts across Washington State. His previous work also includes representing private and public-sector clients in arbitration and civil litigation in state and federal court, as well as conducting workplace investigations involving claims of harassment, discrimination, bullying, and retaliation.

Nick received his B.A. in Linguistics from Pitzer College and his J.D. from Boston University, where he graduated in the top 15% of his class. During law school, Nick was a Notes Editor for the Boston University Law Review and a Legal Writing Fellow. He also completed internships with the U.S. Department of Labor and Harvard University's Office of General Counsel. Nick was born and raised in Seattle, and he spends much of his time outside of work enjoying the PNW outdoors running, skiing, and hiking.

Association Memberships

- Washington State Bar Association
- King County Bar Association

- Washington Council of School Attorneys

Education

- J.D., Boston University School of Law, Cum Laude
- B.A., Pitzer College

Publications

"Silenced No More," *King County Bar Bulletin*, May 2022.



Response to Request for Proposals for City Attorney—General Municipal Legal Services

for

City of Orting

Proposal date: August 26, 2024
Submitted by:

Lighthouse Law Group PLLC
600 Stewart Street, Suite 400
Seattle, WA 98101

(206) 273-7440
sharon@lighthouselawgroup.com
www.lighthouselawgroup.com

1. FIRM OVERVIEW

1. Name: **Lighthouse Law Group PLLC**
2. Address: **600 Stewart Street, Suite 400, Seattle, WA 98101**
3. Phone: **206-273-7440** Email: **Sharon@Lighthouselawgroup.com**
4. Federal Tax Number: **EIN 27-3329060**
5. All firm members have more than the minimum five (5) years of experience with municipal law required by the City of Orting Request for Proposals (RFP).
6. All proposed attorneys are accredited and in good standing with the Washington State Bar.
7. Lighthouse knows of no conflicts of interest that may be incurred by its selection as the City of Orting City Attorney firm.
8. Neither Lighthouse nor any of its attorneys have any pending litigation or judgments rendered against them relating to their professional activities, including Washington State Bar Association complaints, to disclose.

Having carefully examined the requirements of the City of Orting RFP, the undersigned proposes to perform all work in compliance with such requirements, and understands and agrees that upon execution of a Professional Services Agreement, Lighthouse will be required to provide proof of comprehensive insurance, general liability or other financial security in a manner satisfactory to the City and sufficient to provide a minimum of \$2,000,000 per occurrence or claim in liability and lawyers' professional errors and omissions coverage and name the City of Orting as an additional named insured on liability policies and a certificate of insurance provided for lawyers' professional policies.

Thank you for your consideration of our proposal. We look forward to hearing from you.

LIGHTHOUSE LAW GROUP PLLC


Sharon Cates, Member

August 26, 2024.



2. FIRM BACKGROUND AND EXPERIENCE

Lighthouse Law Group PLLC is a municipal law firm serving the greater Puget Sound region. Our firm was founded to provide high quality legal advice and exceptional problem-solving capability to Washington's public sector clients. We are able to provide our clients with a high level of expertise effectively and efficiently through a cohesive team of attorneys who work exceptionally well together. Our firm has the capacity, depth of knowledge, and experience to provide the superior legal services and responsiveness that municipal clients need and deserve.

Lighthouse Law Group was formed in August 2010 and is currently retained as the City Attorneys for the cities of Edmonds, Maple Valley and Clyde Hill. Our firm acts as general counsel for Valley Com 911, south King County's regional 911 center. We also represent other cities from time to time on special projects, including the cities of Mercer Island (public/private development), Mukilteo (civil service commission), Liberty Lake (city council advice), and Milton (land use issue), plus the Association of Washington Cities Risk Management Service Agency (land use pre-litigation advice). Most of our attorneys have worked closely together during the past decade, and many have practiced law for two decades or more.

As a firm focused solely on municipal clients, each Lighthouse attorney brings unique experience to the issues and challenges of these clients. While Sharon Cates would be the lead City Attorney and primary point of contact for the City of Orting, the entire Lighthouse team will be available to represent the City when an issue within their particular practice area arises. This approach will provide the City with one person they can call on for any legal need while allowing Lighthouse to meet that need in the most efficient manner. For example, if the City has a code enforcement issue, staff can call Sharon, who will likely assign the task to Beth Ford who has extensive experience with code enforcement issues. Staff can then work directly with Beth on that issue. Similarly, Patricia Taraday has many years of experience with public records matters, and can be contacted directly on such matters if City staff wish to do so.

Lighthouse will provide legal advice, counsel, services and training **on all civil municipal legal matters with the exception of bond counsel and tort liability**. We can provide consultation and opinions to the Mayor, City Council, Boards and Commissions, Directors, and all levels of city staff on all matters set forth in the Request for Proposals. We understand that these services will include, but not be limited to, all matters related to the Orting Municipal Code; state statutes and rules relating to code cities; ordinance and resolutions; land use planning; compliance with city, state and federal regulatory requirements; intergovernmental agreements; laws against discrimination; public private development partnerships; bidding and construction of public works; utility regulations and operations; purchasing and procurement; leasing; purchase and sale of property; employment legal matters; public disclosure issues; Open Public Meetings Act requirements; code enforcement and nuisance abatement; and coordination with special counsel. Lighthouse Law Group's advice would include methods to avoid civil litigation and the firm would otherwise assist or participate in managing the city's exposure to risks.

For more detailed information on the firm's experience, please consult the Firm Experience by Subject Matter section included at the end of this proposal.



3. Proposed City Attorney and Team

While it is anticipated that the proposed lead City Attorney, Sharon Cates, would be the primary point of contact, our team of lawyers has a wide breadth of experience that we can call on as needed. The proposed roles in serving Orting are as follows:

Team Member	Roles Assigned to Team Member
Sharon Cates WSBA# 29273	Lead City Attorney – Initial point of contact for all issues Attendance at City Council meetings and other meetings General legal counsel and advice Ordinance and Resolution drafting and review Contracting; Intergovernmental Agreements; Leases Employment Law matters Labor Bargaining and related matters Public Works Bidding and Construction matters Real Estate Acquisition and Eminent Domain Litigation and Agency Hearings
Patricia Taraday WSBA# 28842	Public Records Act Compliance Unlawful Camping on Public Property Advising
Jeff Taraday WSBA# 28182	Land Use Matters Appearance of Fairness Doctrine Real Estate Acquisition/Eminent Domain/SEPA
Tom Brubaker WSBA# 18849	Public-Private Partnerships Land Use Matters Public Works Bidding and Construction Matters Franchises Local Improvement Districts Transportation Benefit Districts Government Ethics
Beth Ford WSBA# 44208	Legal Research and Memorandum Drafting Ordinance and Resolution Drafting Code Enforcement and Nuisance Abatement Contracting; Intergovernmental Agreements; Leases Public Records Act Compliance Litigation and Agency Hearings GMHB Appeals
Angela Tinker WSBA# 26373	Legal Research and Memorandum Drafting Ordinance and Resolution Drafting Contracting, Intergovernmental Agreements; Leases Franchising Public Works Bidding and Construction
Mike Bradley WSBA# 45619	Federal Telecommunications Law Cable Franchising

The proposed lead City Attorney, Sharon Cates, has 25 years of legal experience, including over thirteen years providing municipal legal services on a full-time basis. No attorney on our team has less than nine years of experience with municipal law.

The following are brief descriptions of each attorneys' experience:

Sharon Cates

Sharon Cates began her legal career in 1999 as a law clerk for the Honorable Karen Seinfeld at the Washington State Court of Appeals, Division II. She practiced in the litigation group at Foster Pepper, PLLC from 2000 to 2007, when she left to take on a litigation management role at Microsoft Corporation. Sharon joined Lighthouse Law Group PLLC in 2010 and currently provides legal services to the cities of Edmonds and Clyde Hill, as well as other municipal clients. Sharon practices in all areas of municipal law, with extensive experience providing advice and counseling to the Mayor, City Manager, City Council and Department heads of the municipalities she serves on a wide variety of issues, including city policy, planning, contracts, purchasing and procurement, leases, interlocal agreements, employment law and labor law, laws against discrimination, code enforcement, land use, real estate acquisition, eminent domain, and public works construction bidding and contract management. Sharon has served as the lead negotiator in her cities' labor negotiations, has participated in numerous mediations and arbitrations, and is experienced with all aspects of litigation, including discovery, motions practice, trials and appeals. Sharon has been recognized as a "Rising Star" attorney by *Washington Law and Politics*.

Patricia Taraday

Patricia Taraday began her legal career in 1998 and has limited her focus to assisting municipal clients. Patricia serves as a city attorney for the cities of Maple Valley and Edmonds, advising her clients in both the city manager form of government and strong mayor form of government. While regularly meeting with staff to advise on various legal issues, Patricia also attends city council meetings. She assists her municipal clients with compliance with the public records and open public meeting laws, and provides regular training to both city staff and city councils on both public records and open public meetings act compliance. Patricia drafts ordinances and resolutions concerning a variety of legal issues, including unlawful camping on public property. She also assists her municipal clients in coming up with creative and effective solutions to code enforcement issues. While primarily focusing on civil matters for municipal clients, Patricia has also litigated misdemeanor jury trials, bench trials, pre-trial hearings and contested hearings.



Jeff Taraday

Jeff Taraday has limited his practice to municipal, land use and real estate law since being admitted to the Washington bar in 1998. He has served as city attorney to cities of various sizes (population ranges from 1,000 to 40,000) and types (strong mayor and city manager forms of government). Currently, he serves as the lead city attorney for the City of Edmonds, while supporting the work of other team members in Maple Valley. In addition to his city attorney work, he is periodically retained to handle special projects by other public entities. Most of these special projects relate to land use and real estate matters, including complex condemnation matters. Jeff founded Lighthouse Law Group PLLC in 2010 for the purpose of creating an efficiently organized municipal law firm than only employs attorneys of the highest integrity. Prior to founding Lighthouse Law Group PLLC, he practiced in the fields of municipal and law use law with the following law firms: Morris & Taraday (2008-2010); Foster Pepper (2003-2007); Ogden Murphy Wallace (1998-2003). During most of his time at Ogden Murphy Wallace, he was the City Attorney for the City of Woodinville. He frequently presents on legal ethics at the proceedings of the Washington State Association of Municipal Attorneys and was recently appointed as a board member to that organization. Jeff counts among his personal strengths diplomacy, introspection, critical thinking, and staying composed under pressure.

Tom Brubaker

Tom Brubaker joined Lighthouse Law Group in March, 2018, after 27 years with the City of Kent city attorney's office, serving the last 16 years as Kent's City Attorney. During that time, Tom worked in all areas of municipal law, and regularly assisted the city's mayor, city council, and chief administrative officer with legal and strategic advice and planning. In his day-to-day work, Tom focused his expertise on all aspects of public contracting and public bidding, all things right-of-way, drafting and negotiating software agreements, franchise negotiations and agreements, and a number of high profile public-private partnership projects, including the Kent Station development, Kent's Accesso ShoWare Center, and two significant mixed use residential developments. Tom also monitored Kent's litigation and supervised an office of nineteen attorneys and support staff.

From 2006 to 2016, Tom accepted an adjunct faculty position with the Seattle University School of Law, where he taught a course in Municipal Law, and Tom is proud to note that many of his students now work as lawyers for many cities, counties, and municipal law firms in Washington State. Tom also regularly presents and provides papers for continuing legal education seminars, including over fifteen individual presentations before the Washington State Association of Municipal Attorneys (WSAMA). Tom served on WSAMA's Board of Directors, including serving as its president, from 2010 to 2018. In 2009, WSAMA presented Tom with its Outstanding Service Award and, in 2017, with its highest honor, the Ernest H. Campbell Award for excellence in the practice of municipal law.

Beth Ford

Beth Ford concentrates her practice on municipal law, including land use litigation and real estate litigation. She has many years of experience with drafting pleadings, summary judgment motions, and pre-trial discovery, as well as drafting various ordinances for her municipal clients. Beth's litigation experience includes work in the Superior Court, Court of Appeals, and GMHB. She has also counseled clients regarding various legal issues for municipalities, including land use law, finance, and City Council procedure.



Before joining Lighthouse Law Group in 2012, Beth was a volunteer attorney at the Seattle City Attorney's Office in the Land Use section. There she engaged in legal research and advised Seattle City departments on various issues of land use law. She also wrote motions for cases on appeal. Beth also interned at Forterra (formerly Cascade Land Conservancy) in 2010 and conducted legal research in the areas of land use and municipal law regarding Transfer of Development Rights and Tax Increment Financing. She assisted in refinement of TIF legislation, Engrossed Substitute Senate Bill 5253, which passed into law July 2011. Beth began her career in 2009 at the Northwest Justice Project, where she drafted pleadings and conducted research regarding family, employment, public benefits, and landlord/tenant law.

Angela Tinker

Angela Tinker began her legal career in the Seattle City Attorney's Office. She worked in the Contracts Section from 2002 – 2006, the Criminal Division, Appellate Section from 1999 – 2002, and the Criminal Division, Trial Section from 1997-1999. While in the Contracts Section she worked with the Seattle Aquarium, Fleets and Facilities, Parks, Public Works, Purchasing and Risk Management. She advised on various municipal law matters including public works bidding, insurance, commercial real estate, payment and performance bonds. She drafted and approved contracts and litigated contract disputes. She joined Lighthouse Law Group PLLC as a member in January 2019 and has worked on various projects for Edmonds and Maple Valley. Prior to joining Lighthouse, she had her own firm and did guardian ad litem work for Kitsap County Superior Court.

Mike Bradley

Mike Bradley serves as special counsel to Lighthouse. He is a partner of Bradley Werner, LLC in their Minneapolis/St. Paul office. Mike has over 25 years of experience, practicing in the area of municipal telecommunications and cable franchising. Mike represents cities on wireless siting matters, wireless code updates, small cell legislation, and negotiating lease and license agreements for the use of public property by wireless carriers. Mike also represents cities in cable franchise negotiations with Cox, Comcast and Charter as well as other competitive cable providers. He negotiated the first competitive cable franchises in the Twin Cities with CenturyLink. Mike is an AV rated attorney by Martindale Hubble and has been recognized as a "Rising Star Attorney" and "Super Lawyer" by Minnesota Law and Politics.



4. Accessibility and Responsiveness

We at Lighthouse understand the importance of the accessibility and responsiveness of the City Attorney firm in both the success and satisfaction of our clients. While our clients primarily choose to access our services by email, phone, and videoconference, Sharon Cates is available to attend City Council and other meetings in person, when requested. Sharon provides her cell phone number to all elected officials, executives, directors, and managers. She understands how important it is to answer the phone and is committed to doing so unless she is on another call or working under an urgent deadline. Sharon also understands that it is necessary to be available over the weekend, particularly for the benefit of councilmembers with day jobs who might have questions about material in their council packets. City staff should expect Sharon to respond to email and voice messages within the same business day in most circumstances, at a minimum to acknowledge receipt and establish an estimated date for completion of any task requested.

The other team members are similarly accessible. The expectation is that City staff would contact Sharon for most needs, but may choose to contact team members directly where one has been assigned to a particular department, project or task. This partially de-centralized response framework helps us keep response times as short as possible.

Lighthouse anticipates that the City of Orting's needs will be most efficiently and cost-effectively met through email, phone, and videoconferencing, and our attorneys are generally able to attend unscheduled meetings via videoconference on short notice. Sharon Cates anticipates being able to attend such meetings in person with 1-2 hours' notice. Travel time to City Hall is anticipated to be approximately 1 hour depending upon traffic. The other attorneys on the team may also be able to attend unscheduled meetings in person with reasonable notice.

Jeff Taraday and Angela Tinker are available to serve as back-up City Attorney if Sharon is absent due to illness, vacations, etc.



5. Proposed Fee Structure

Lighthouse proposes to perform all legal work for the City of Orting on an hourly basis. The following table sets forth the rates that will be in effect through **2025**. Annual rate adjustments for **2026** and beyond are proposed to be 100% of the Seattle/Tacoma/Bellevue, WA, CPI-U (June to June), either on an annual basis or based on a rolling three-year average, at the City's preference.

Attorney	2024-2025
Sharon Cates	\$287
Patricia Taraday	\$287
Jeff Taraday	\$381
Tom Brubaker	\$381
Mike Bradley	\$381
Beth Ford	\$287
Angela Tinker	\$287

EXPENSES: Lighthouse proposes that the charges for attorney services will include all overhead, including administration, secretarial, word processing, computer software, accounting, office supplies, storage fees, equipment costs, librarian time, routine photocopying and clerical time, telephone charges and mileage. Expenses incurred on behalf of Orting will be billed to the City at Lighthouse's actual costs without markup. Such expenses include, without limitation:

Legal Messenger Fees	Court Reporter / Transcription Fees
Expert Witness Fees	Non-Routine Travel / Mileage
Filing Fees	Non-Routine Copying / Scanning

TRAVEL TIME: Because attorneys typically bill clients by charging for time spent on the client's behalf, time spent in transit to a client's office represents an opportunity cost for the attorney. An attorney cannot, for example, draft an ordinance while driving to City Hall. For that reason, we think it fundamentally fair to charge the client for the time we spend visiting the client in service of the client's needs. Therefore, travel time to Orting City Hall will be charged at each attorney's regular hourly rate, PROVIDED THAT Lighthouse will not charge more than two hours for any round trip to Orting City Hall, even if the actual time spent in transit exceeds two hours. Travel time to the court, to opposing counsel's office (if applicable), and to other locations on behalf of the City will be charged based on the actual amount of time spent in transit.



6. References

During the past thirteen plus years, the attorneys of Lighthouse Law Group have provided the full breadth of legal services requested by the City of Orting. Our references are included below.

City of Edmonds	121 5 th Avenue North Edmonds, WA 98020 (425) 775-2525
Dates of Service	March 2011 – Present
Work Performed	As the contracted city attorneys, Lighthouse provides legal advice, counsel, and representation on the full range of municipal legal issues and services, except for bond counsel and criminal prosecution/defense services. Jeff Taraday serves as the lead City Attorney.
Contacts / References	<p>Mike Rosen, Mayor Mike.Rosen@edmondswa.gov</p> <p>Jessica Neill Hoyson, Human Resources Director Jessica.NeillHoyson@edmondswa.gov</p> <p>Rob English, City Engineer Rob.English@edmondswa.gov</p> <p>Angie Feser, Parks & Recreation Director Angie.Feser@edmondswa.gov</p>
City of Maple Valley	22017 SE Wax Road, Suite 200 Maple Valley, WA 98038 (425) 413-8800
Dates of Service	<ul style="list-style-type: none"> • July 2008 – April 2009 – Interim Contracted City Attorney • 2008 – 2012 – Consulting Engagements • December 2012 – April 2013 – Interim Contracted City Attorney • May 2013 – Present – Contracted City Attorney
Work Performed	<ul style="list-style-type: none"> • Prior to founding Lighthouse, Jeff Taraday provided consulting and legal representation for the city on various land use matters and served as Interim City Attorney for a short period. Lighthouse then served as Interim City Attorney a second time when the City was in the process change from in-house city attorney to contract city attorney. • As the contracted city attorneys, Lighthouse provides legal advice, counseling, and representation on the full range of municipal legal issues and services, except for bond counsel and criminal prosecution/defense services. Patricia Taraday serves as the lead City Attorney.

	<p>Laura Philpot, City Manager laura.philpot@maplevalleywa.gov</p> <p>Sean P. Kelly, Mayor Sean.kelly@maplevalleywa.gov</p>
City of Clyde Hill	<p>9605 NE 24th Street Clyde Hill, WA 98004 (425) 453-7800</p>
Dates of Service	April 2022 – Present
Work Performed	<p>As the contracted city attorneys, Lighthouse provides legal advice, counsel, and representation on the full range of municipal legal issues and services, except for bond counsel and criminal prosecution/defense services. Tom Brubaker serves as the lead City Attorney. Sharon Cates serves as back up city attorney and provides employment and labor advice. Patricia Taraday provides public records advice.</p>
Contact / Reference	<p>Steve Friedman, Mayor Mayor@clydehill.org</p> <p>Dean Rohla, City Manager Dean@clydehill.org</p>
City of Kent	<p>220 Fourth Ave. S. Kent, WA 98032 (253) 856-5200</p>
Work Performed	<p>Lighthouse has not represented the City of Kent, but Tom Brubaker worked there as an in-house attorney for twenty-seven years. Tom was the lead City Attorney for Kent for the last 16 years of his tenure.</p>
Contact / Reference	<p>Dana Ralph, Mayor dralph@kentwa.gov 253-856-5770</p> <p>Pat Fitzpatrick, Chief Administrative Officer pfitzpatrick@kentwa.gov 253-856-5711</p>

FIRM EXPERIENCE BY SUBJECT MATTER

A. Land Use

Municipal law naturally includes a significant concentration of advice and counsel to clients on the adoption and management of land use planning policies and regulations including, but not limited to, their comprehensive plan, shoreline management program, critical areas ordinance, zoning regulations, specific design guidelines, impact fee ordinances, etc.

In addition to the above general land use planning guidance, our attorneys have worked on myriad other land use matters and collectively share a significant breadth and depth of land use knowledge and experience. From initial pre-application meetings through to final permitting and/or plat approval, our attorneys have counseled our clients on innumerable land use issues.

As a representative example, the following table includes a selective list of notable areas of land use law and the related experiences of our attorneys for each, respectively.

State Land Use Laws and Compliance	
Growth Management Act (GMA)	<ul style="list-style-type: none"> ▪ Regularly advised on general comprehensive plan updates as well as individually required and optional elements ▪ Regularly advised regarding compliance with all fourteen GMA goals
State Environmental Procedures Act (SEPA)	<ul style="list-style-type: none"> ▪ Advised on proper procedure for complying with SEPA and challenged as improper the SEPA compliance performed by neighboring jurisdictions ▪ Advised and presented on imposing development conditions under SEPA and developing the supporting record ▪ Worked with local jurisdictions to develop innovative ways for using SEPA to promote planning objectives, such as borrowing from SEPA's "planned action"
Shoreline Management Act (SMA)	<ul style="list-style-type: none"> ▪ Advised on SMA compliance, permitting, and appeals associated with SMA requirements and master program revisions ▪ Served as counsel for several projects with complex Shoreline Master Programs, substantial development permit, variance, and conditional use permit resolutions consistent with the SMA ▪ Worked with city staff and U.S. Army Corp of Engineers regarding flood management and shoreline improvements along Duwamish River
Int'l Building Codes	<ul style="list-style-type: none"> ▪ Worked with city leadership and lobbyist to successfully defeat proposed state legislation that would have ceded the city's authority to inspect and enforce the city's building codes on water and sewer district building facilities
Land Use Regulations and Controls	
Zoning Regulations	<ul style="list-style-type: none"> ▪ Regularly and routinely drafted and reviewed zoning code revisions and other various local land use code revisions ▪ Reviewed and provided counsel regarding new Town Center zoning district and related design guidelines as an initial step towards achieving the city's long-term vision for the development of their town center

Subdivisions, Platting, Site Plans, and PUDs	<ul style="list-style-type: none"> ▪ Tailored mitigation for all types of development, including churches, master planned communities, "tent-cities," plats, signs, and energy projects, as well as more standard commercial, residential, and industrial development projects ▪ Presented on financial security issues and performance bonds, whether through traditional plat infrastructure or more complex energy projects ▪ Advised city staff on the applicability and interpretation of city public works standards on development and addressed developer challenges to the same
Development Incentives	<ul style="list-style-type: none"> ▪ Advised on and drafted development regulations and local code provisions related to development incentives, including: <ul style="list-style-type: none"> ▪ Creation of incentives for certain types of development and/or to provide certain public amenities in conjunction with anticipated real estate development ▪ Code restructuring to achieve local policy objectives, including encouraging sustainable development and to implement economic development plans ▪ Utilized innovative approaches to land use planning, such as transfer of development right initiatives and mitigation banking ▪ Drafted multi-family tax exemption ordinances and negotiated and drafted related development agreement to incentivize development within the city
Master Planned Communities, Sub Area Plans, & Planned Action Ordinances	<ul style="list-style-type: none"> ▪ Participated in drafting zoning provisions for master planned communities. ▪ Recognized that a primary challenge in drafting master planned community ordinances, given their complexity, is ensuring the trade-offs are balanced and the city's long-term interests are being protected ▪ Worked with client staff and consultant to negotiate and draft a subarea plan and planned action ordinance for a 212 acre development of new commercial and residential uses in a mixed-used urban village format; also counseled on adoption of a planned action environmental impact statement and comprehensive plan and code updates for the same project
Development Agreements and Joint Planning	<ul style="list-style-type: none"> ▪ Negotiated and drafted development agreements on behalf of our city clients ▪ Negotiated and drafted agreements related to annexation and joint-planning, which contemplate a future development agreement ▪ Negotiated and drafted development agreement and multi-family tax exemption contract for a large mixed-use development project in city's town center.
Concurrency & Impact Fees	<ul style="list-style-type: none"> ▪ Drafted impact fee ordinances and defended the same in litigation; regularly invited to speak at CLEs on the subject ▪ Drafted concurrency ordinances and defended the same in litigation ▪ Regularly develop administrative records to support traffic conditions for major projects—developed thorough knowledge of this highly technical area, and have a history of working closely with traffic engineers on mitigation analysis

	<ul style="list-style-type: none"> ▪ Similarly approach utility supply concerns, safety hazards, water supply, and other service issues
Mitigation Agreements	<ul style="list-style-type: none"> ▪ Negotiated and drafted complex traffic mitigation agreements, including a recent agreement to mitigate the impacts of a 6050-unit mixed use development planned to occur in a neighboring jurisdiction—extra-jurisdictional nature of agreement added a layer of complexity because our client-city could not rely upon its permitting authority to mitigate the impact ▪ Crafted project mitigation through SEPA, Chapter 43.21C RCW, and other avenues for mitigating development impacts
Permit Processing	<ul style="list-style-type: none"> ▪ Regular interaction and advice to staff on land use permitting issues ▪ Trained city staff and quasi-judicial decision makers on proper permit processing for the AWC insurance pool (AWC-RMSA)
Moratoria and Interim Zoning	<ul style="list-style-type: none"> ▪ Advised on proper usage of the moratoria and interim zoning tools—these tools are frequently used during a sub-area planning process to ensure that new development is consistent with a forthcoming sub-area plan
Marijuana Uses	<ul style="list-style-type: none"> ▪ Regularly advised on state and federal regulatory and case law regarding the legalization and regulation of medical and recreational marijuana ▪ Counseled clients and drafted moratoria ordinance for certain marijuana uses ▪ Advised client and drafted interim zoning regulations for recreational marijuana uses
Training of Decision-Makers	<ul style="list-style-type: none"> ▪ Provided land use training to administrative and quasi-judicial decision makers on behalf of AWC-RMSA
Annexation	<ul style="list-style-type: none"> ▪ Negotiated and drafted an annexation agreement with the City of Seattle and King County ▪ Advised city staff and developer for property owner-driven annexation of property in the city's UGA
Appearance of Fairness Doctrine	<ul style="list-style-type: none"> ▪ Significant experience both as advocates within an administrative hearing process and in the role of the city attorney charged with ensuring that the quasi-judicial hearing body complies with the doctrine and fairly considers applications for land use entitlements such as site specific rezones, variances, conditional use permits, preliminary plats, etc.
Administrative Hearings	<ul style="list-style-type: none"> ▪ Routinely reviewed and consulted with city staff on staff reports and proposed conditions on development ▪ Represent the city at administrative hearings on challenges to development conditions ▪ Represented city in administrative appeal of a land use matter involving the use of a motel as short-term housing
Land Use Petition Act	<ul style="list-style-type: none"> ▪ Defended and prosecuted LUPA appeals ▪ Drafted legislative amendments to the state statute

Land Use Litigation	<ul style="list-style-type: none"> ▪ Defended against alleged land use torts and damage claims on behalf of AWC-RMSA ▪ Defended city's authority regarding exemptions from school impact fees ▪ Represented city seeking compliance against significant code violator claiming a prior legal non-conforming use – over \$50,000 judgment awarded to the city
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B. Employment Law and Labor Relations

Our attorneys have knowledge and experience advising municipal entities regarding compliance with employment and labor laws and have successfully defended such entities when disputes lead to adversarial proceedings or litigation. Our attorneys have practiced before many state and federal courts and agencies, including the Public Employment Relations Commission (PERC), the Washington State Human Rights Commission, the Department of Labor and Industries, the Employment Security Department, and the Equal Employment Opportunity Commission.

We have extensive experience in a variety of employment matters including the specific employment issues noted below.

Employment Law and Labor Relations Experience	
Discrimination and Harassment Laws	<ul style="list-style-type: none"> ▪ Advised regarding best employment practices to minimize claims of discrimination and harassment ▪ Provided anti-harassment training ▪ Managed and responded to agency complaints
Internal Investigations	<ul style="list-style-type: none"> ▪ Conducted and oversaw investigations on a wide variety of workplace personnel issues, including harassment, discrimination, misconduct, theft, policy violations, and privacy incidents
Background Investigations	<ul style="list-style-type: none"> ▪ Regularly counseled employers regarding background investigations, including compliance with the Fair Credit Reporting Act and relevant state laws regulating the use of criminal convictions and credit history ▪ Advised on appropriate inquiries during the hiring process
Drug and Alcohol Testing	<ul style="list-style-type: none"> ▪ Prepared drug and alcohol testing policies, including compliance with the Drug Free Workplace Act ▪ Advised employers regarding results that may result in employee discipline
Leave Management	<ul style="list-style-type: none"> ▪ Advised employers regarding compliance with federal, state, and local leave and disability laws. ▪ Interacted closely and continuously with clients to resolve accommodation issues and provide advice regarding compliance with federal and state family leave, pregnancy leave, and other leave laws. ▪ Provided management training on leave laws and assist clients in developing wellness programs

Employment Agreements & Policies	<ul style="list-style-type: none"> ▪ Prepared employment agreements, offer letters, and agreements restricting competition and protecting intellectual property ▪ Prepared employee handbooks and reviewed policies for legal compliance and risk management
Health & Safety Laws	<ul style="list-style-type: none"> ▪ Advised clients regarding compliance with OSHA, WISHA, and other state safety laws ▪ Assisted clients with preparation of safety and workplace violence policies
Training	<ul style="list-style-type: none"> ▪ Provided training to help employers comply with relevant employment laws and to minimize legal claims; includes compliance with federal and state leave laws, equal employment opportunity laws, performance management systems, service animal compliance, and employee selection
Public Disclosure Requests	<ul style="list-style-type: none"> ▪ Regularly assisted clients in responding to public record and union information requests that touch on employment issues
Terminations & Layoffs	<ul style="list-style-type: none"> ▪ Advised clients on layoff and disciplinary decisions, including compliance with federal Older Workers' Benefit Protection Act ▪ Worked closely with clients to prepare separation agreements and to carry out terminations and layoffs to minimize legal claims ▪ Represented management in hearings for unemployment benefits when litigation was likely
Wage & Hour Compliance	<ul style="list-style-type: none"> ▪ Advised clients regarding classification of workers as independent contractors and as non-exempt or exempt ▪ Assisted clients with agency audits, including the U.S. Department of Labor, the Washington Department of Labor and Industries, and the Washington Department of Employment Security
Labor Relations	<ul style="list-style-type: none"> ▪ Represented public employers in a variety of labor relations matters including: <ul style="list-style-type: none"> ▪ Acted as lead negotiator or "back room" advisor during labor negotiations, including interest-based bargaining ▪ Responded to organizing campaigns and related proceedings ▪ Responded to unfair labor practice charges and unit clarification petitions before PERC ▪ Provided representation in PERC hearings and grievance mediation ▪ Counseled on day-to-day union matters, including interpretation of collective bargaining agreements ▪ Counseled on and drafted grievance responses and settlement

C. Public Works

We have extensive experience providing comprehensive advice, counsel, and representation on all public works matters, from planning and bidding a project through to final acceptance and close-out. Our attorneys have also aided our client cities in entering into cooperative interlocal agreements with neighboring jurisdictions to promote efficiencies in city services. Below is a representative selection of Lighthouse attorneys' collective experience.



Public Works	
Bidding & Contracting	<ul style="list-style-type: none"> ▪ Regularly drafted and reviewed bidding advertisements and public works contracting documents for publically advertised large public works projects, projects bid through Small Works Roster and Limited Public Works projects; counseled regarding bid protests and bid acceptance, including determination of responsible bidders ▪ Routinely advised on all forms of project sureties including bid bonds, retainage, materials bonds, performance bonds, and contractor bonds ▪ Routinely advised on issues of prevailing wage requirements and reporting of certificates and affidavits of wages paid ▪ Advised on proper procedures for close-out and acceptance of public works projects
Stormwater Facilities / NPDES Permits	<ul style="list-style-type: none"> ▪ Assisted in drafting bid documents for storm water maintenance contracts ▪ Advised on compliance and permitting associated with stormwater drainage requirements and associated programmatic revisions. ▪ Served as counsel for several projects with complex drainage resolutions consistent with evolving federal, state, and local requirements ▪ Counseled and advised staff regarding compliance with city's NPDES Permit, including advising violators of the city's responsibility for the same
Franchises & Franchise Fees	<ul style="list-style-type: none"> ▪ Drafted telecommunications franchise agreements f ▪ Worked with outside counsel on negotiation and drafting of franchise agreement with cable, internet, and telephone provider ▪ Negotiated and drafted contract with solid waste provider
Transportation Benefit Districts	<ul style="list-style-type: none"> ▪ Drafted relevant ordinance and resolution to create transportation benefit district (TBD) ▪ Counseled clients on available TBD funding sources and restrictions on funds ▪ Drafted resolution, ballot language, and voter's pamphlet statement for sales tax increase proposition to fund created TBD

D. Finance

Below is a representative selection of Lighthouse attorney's collective experience advising and counseling client cities' finance departments.

Finance	
Use of Public Funds / Gifting	<ul style="list-style-type: none"> ▪ Regularly counsel and advise staff regarding proper use of public funds and restriction on the gifting of public funds and provide guidance on how to achieve programmatic goals without violating this state constitutional requirement
Taxes, fees, and charges	<ul style="list-style-type: none"> ▪ Drafted ordinances for utility tax rate adjustments and taxation of new utilities ▪ Advised on implementation of business and occupation tax ▪ Advised on implementation of acceptance of credit cards for processing development permitting fees and policies for recouping card processing fees

State Financial Audits	<ul style="list-style-type: none"> ▪ Counseled on regular inquiries of state auditor through the course of the annual financial audit and appeals of management letters and findings
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E. Public Purchasing and Contracting

We provide guidance to cities in all areas of public purchasing and contracting, including developing purchasing policies and drafting, reviewing and revising all manner of contracts, including but not limited to professional services agreements, interlocal agreements, employment agreements, non-competition agreements, non-disclosure agreements, public event agreements, lease agreements, real estate purchase and sale agreements, and public works bidding and contracting documents.

Purchasing and Contracting	
Purchasing Policies	<ul style="list-style-type: none"> ▪ Comprehensively revised purchasing policies and procedures to increase compliance and gain efficiencies in staff time for processing purchases ▪ Regularly advise on proper procurement and purchasing procedures
Service Contracts	<ul style="list-style-type: none"> ▪ Drafted templated service agreements for professional and personal services ▪ Regularly advise on vendor inquiries regarding form contract and draft bespoke provisions as required
Real Property Agreements	<ul style="list-style-type: none"> ▪ Negotiated and drafted a complex easement agreement for the benefit of the city with Bonneville Power Authority as part of the development of large public park ▪ Negotiated and drafted a right of first refusal agreement with school district for the acquisition of property within the proposed future town center site ▪ Renegotiated the terms of city's long-term commercial lease agreement for city hall facility ▪ Negotiated and drafted easement agreement with developer for dedication and maintenance of public space included in town center development project ▪ Negotiated and drafted sublease agreement with King County for the King County Sheriff's Office's use of the city's commercial office space ▪ Negotiated and drafted a complex ground lease agreement with the Tukwila School District for the city's pool facility ▪ Negotiated and drafted with telecommunication company an easement agreement and lease for the siting of a wireless communications tower on city property
Interlocal Agreements	<ul style="list-style-type: none"> ▪ Negotiated and reviewed ILAs for core city services (e.g., police, business licensing, etc.) ▪ Drafted numerous ILAs between jurisdictions regarding shared services and cooperative purchasing ▪ Regularly review ILAs amongst numerous jurisdictions for collective regional services (e.g., animal services, jail services, human services, etc.)

F. Public Disclosure

Our attorneys have experience assisting clients with the review of materials produced in response to Public Records Act requests. Responding to public records requests can be burdensome to a city. We understand the resources it takes to fulfill records requests and attempt to assist cities in making this process as efficient as possible. In addition, we provide cities with tools to manage this burden on city staff. Our attorneys have extensive experience managing public record and disclosure obligations of municipal entities – below is a selective representation of our collective experience.

Public Disclosure Experience	
Policy Development and Training	<ul style="list-style-type: none"> ▪ Drafted technology use policy to harmonize with public records policy; worked with IT staff to assess available technologies and software to aid in Web-based and electronic records retention ▪ Provided regular training to public records officers, elected and appointed officials, and staff regarding public records policies and procedures
Public Records Requests	<ul style="list-style-type: none"> ▪ Regularly manage public records requests, including consultation regarding exemptions, advice regarding the response process and scope, and negotiations with the requestor regarding the scope of the request
Records Retention	<ul style="list-style-type: none"> ▪ Regularly advise on document retention and destruction schedules and review flagged documents for destruction

G. City Governance

Lighthouse recognizes the importance of its role as legal counsel to public agencies and is diligent in providing trusted counsel to ensure that our client cities govern according to all applicable state and local laws, rules, and policies, as well as meet the ethical duties and responsibilities required of all public agencies and servants. Below is a representative selection of Lighthouse attorneys' collective city governance experience.

City Governance Experience	
Open Public Meetings Act (OPMA)	<ul style="list-style-type: none"> ▪ Regularly advised clients regarding open governance and compliance with OPMA, including noticing of regular and special public meetings, consulting on matters appropriate for executive session, and advising council members, board members, commissioners, and staff liaisons to legislative and advisory bodies regarding OPMA compliance ▪ Provided open governance training required under the recently enacted Open Government Trainings Act
Ethics	<ul style="list-style-type: none"> ▪ Regularly advised council members on government ethics, including but not limited to conflicts of interest, confidential information, compensation, gifting, and outside business activities/employment

H. Code Enforcement

Lighthouse attorneys have extensive experience advising, counseling, and representing client cities in all aspects of code enforcement. Our attorneys regularly counsel on code interpretation and assist in code redrafting to ensure that a city's code is clear and enforceable, and also routinely work with city staff and those in violation of the code to achieve compliance. Our attorneys have also represented cities in superior court to obtain warrants and judgments to allow the city to enter a property, abate a violation, and recoup the costs for that action. Below is a representative selection of Lighthouse attorney's collective code enforcement experience.

Code Enforcement Experience	
Corrective Actions	<ul style="list-style-type: none"> ▪ Drafted and reviewed administrative notice and order of violation, civil citations, and voluntary corrective action agreements ▪ Counseled city staff in development and implementation of residential rental inspection program ▪ Worked with staff, property owner, opposing counsel, the State Department of Ecology, and King County Health Department to remediate numerous code enforcement issues on a large commercial property site, including the removal of environmentally hazardous materials and the implementation of measures to eliminate stormwater contamination ▪ Worked with staff, property owner, state agencies, and various community and legal aid organizations to resolve life-threatening code enforcement issues to prevent the condemnation of an entire trailer park and potential displacement of over 200 residents
Warrants and Judgments	<ul style="list-style-type: none"> ▪ Represented client cities in court actions for warrants of abatement and judgments against code violators
Code Interpretation and Revisions	<ul style="list-style-type: none"> ▪ Regularly advise on interpretation and application of city codes and state statutes and assist in drafting administrative opinions regarding the same



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: 2025 Community Grants.	AB24-79	CGA		
		9.4.2024	9.18.2024	
	Department: Administration			
	Date Submitted: 8.28.2024			
	Cost of Item:			
Amount Budgeted:		2024 Budget TBD		
Unexpended Balance:		N/A		
Bars #:		TBD		
Timeline:		None		
Submitted By:		Kim Agfalvi		
Fiscal Note:				
Attachments: 2024 Grant Request Worksheet.				
SUMMARY STATEMENT:				
<p>Staff have reviewed 2025 grant submissions and the council’s grant policy. The attached grant requests worksheet outlines recommendations for this program based on the approved grant policy.</p> <p>As of the August 23, 2023 grant submission deadline the City received grant requests from the following for the following amounts:</p> <p>Orting Senior Center - \$6,000.00 Recovery Café of Orting Valley - \$10,000.00 Orting Food Bank - \$3,000.00 Orting Chamber of Commerce - \$3,000.00 Orting Valley Farmer’s Market - \$6,000.00</p> <p>*Late Submission – Opportunity Center of Orting (The Haven) - \$7,500.00. Email received 8.27.2024 and hard copy received 8.28.2024.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on September 25 th , 2024 for Council consideration.				
FUTURE MOTION: <u>Motion:</u>				
TBD.				



Grant Application-2025

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

FOR CITY CLERK USE ONLY:

Name of Organization: _____ UBI #: _____

Contact Person's Name and Title: _____

Mailing Address: _____

Phone: _____ Email Address: _____

Amount Requested: \$ _____

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

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

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

All groups seeking grants from the City of Orting must:

1. Submit one (1) original and one (1) electronic copy of this application, along with the requested attachments to the City no later than August 23rd, 2024 at 3:00pm (for grants to be issued the following year). Grants will be approved and distributed at the City's discretion. The application must include:
 1. Previous year's annual financial statement
 2. Current year's budget
 3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
 4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).
2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

Signature of Authorized Representative of Applicant _____
Date

**Please return completed form and any additional information to:
City of Orting – Attn: City Clerk 104 Bridge St. S. PO Box 489, Orting, WA 98360. For more information, please call (360) 893-9008.**



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 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. Previous year's financial statement;
 - C. Current year's budget documents;
 - D. Signed Contract Agreement
 - E. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
 - F. 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 of the table below. 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 Maximum Funding Amount</u>
1 st	At Council’s Discretion or \$10,000
2 nd	20% or \$8,000
3 rd	15% or \$6,000
4 th	10% or \$4,000
5 th	5% or \$2,000
6+	No more than 5% of recipient’s prior year’s revenue or \$2,000

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.

2025 Grant Requests	2024 Grant Awarded	2023 Revenue	2025 request		Policy Recommendation*
Orting Valley Farmers Market	\$0.00	\$21,173.96	\$6,000.00	4th year 10% or \$4,000	\$2,117.40
Orting Chamber of Commerce	\$936.60	\$11,136.99	\$3,000.00	4th year 10% or \$4,000	\$1,113.70
Recovery Café of Orting Valley	\$10,000.00	\$1,275,893.42	\$10,000.00	4th year 10% or \$4,000	\$4,000.00
Orting Food Bank	\$3,000.00	\$1,194,513.00	\$3,000.00	4th year 10% or \$4,000	\$3,000.00
Orting Senior Center	\$8,000.00	\$389,349.80	\$6,000.00	4th year 10% or \$4,000	\$4,000.00
	\$13,936.60	\$2,892,067.17	\$28,000.00		
Grants Received after due date of 8/23					
Opportunity Center of Orting - The Haven	\$0.00	\$54,063.05	\$7,500.00	4th year 10% or \$4,000	\$4,000.00
			\$35,500.00		\$18,231.10
* Maximum grant amount based on approved grant policy					

2024 Grant Requests	2023 Grant Awarded	2022 Revenue	2024 request		Policy Recommendation	
Angel One Foundation	\$0.00	\$123,072.63	\$9,750.00	Year 1	\$9,750.00	
Orting Chamber of Commerce	\$3,000.00	\$6,244.00	\$3,000.00	Year 3 - 15% of revenue	\$936.60	
Orting Rock Festival	\$0.00	\$6,000.00	\$3,000.00	Year 1	\$3,000.00	
Recovery Café of Orting Valley	\$0.00	\$1,086,420.83	*See footnote	TBD	\$10,000.00	Grant
Grants Received after 8/21						
Orting Food Bank	\$3,000.00	\$927,411.00	\$3,000.00	Year 3 - 15% of revenue	\$3,000.00	
Orting Senior Center	\$12,000.00	\$349,196.89	\$10,000.00	Year 3 - 15% of revenue	\$8,000.00	
				Total of all grants submitted	\$34,686.60	
<p>*Recovery Café of Orting Valley is requesting use of the old City Hall building located at 110 Train St S. in the year 2024 without paying a rental fee. The current agreement is for \$2,000 per month or \$24,000 per year. Staff is recommending that an in-kind grant be capped at the \$10,000 policy limit that other requests are subject to.</p>						



FOR CITY CLERK USE AUG 23 2024 RECEIVED

12:31pm MA

Grant Application-2025

Amount Requested: \$ 6,000.00

Name of Organization: Orting Senior Center Organization UBI #: 601178872

Contact Person's Name and Title: Staci Guirsch

Mailing Address: P.O. Box 104 - Orting, WA 98360

Phone: 360.893.5827 Email Address: seniorcenter@orting.wednet.edu

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

Please see attached

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

Funding would serve all seniors 55 and over that attend Orting Senior Center. OSC serves all seniors 55 and over. Our participants primarily reside within Orting but many seniors come and visit from communities that surround Orting such as Puyallup, Bonney Lake, Sumner, Graham and South Prairie.

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

NONE

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 as stated in Section 3 - Report on Execution of Services by the date set therein. Failure to report shall compromise the grant recipient's ability to receive future grant funding.

Initial: SG

All groups seeking grants from the City of Orting must:

- 1. Submit one (1) original and one (1) electronic copy of this application, along with the requested attachments to the City no later than August 23rd, 2024 at 3:00pm (for grants to be issued the following year). Grants will be approved and distributed at the City's discretion. The application must include:
1. Previous year's annual financial statement
2. Current year's budget
3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).
2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

Staci Guirsch

8/20/2024

Signature of Authorized Representative of Applicant

Date

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

Imagine living alone, being frail or living with a disability, and unable to leave your house without help. Now imagine feeling a hunger pang, opening your fridge to find it empty, or wondering how you are going to get your next meal. For some food-insecure seniors, that's their daily reality.

Helping seniors have companionship during mealtimes could be one of the most important ways to help them maintain their independence, feel happier, and experience good health as they age. Dining with friends, family, or a companion can help seniors improve their physical health, create meaningful social connections, and improve their mental and emotional wellbeing. Eating together can help seniors improve their nutritional intake. Seniors typically take longer to dine and eat more nutritiously when dining with companions, versus eating alone. Both of these actions are important steps toward a healthier and fulfilling diet, which can ultimately empower seniors to lead a longer and more independent life.

Orting Senior Center recognizes the importance of fostering social connections, while also addressing the nutritional needs of older adults. Through its congregate meal program, Orting Senior Center offers more than just a hot meal. It provides a welcoming environment where older adults can socialize, engage and thrive. Meals are served in a congregate (group) setting. Orting Senior Center Organization would use all funding received from the City of Orting to support its Senior Congregate Mealsite Program. Orting Senior Center provides hot home style cooked congregate meals (Including salad bar) daily to senior who struggle cooking or just need to be in a social setting. Funds would be used to only purchase foods directly utilized in the meals. No funds would be used for supplies or wages for staff.

Each year our participation numbers for our Mealsite increase due to food insecurity. (See attached mealsite counts) Seniors that attend our center are mainly low income and struggle just to be able to pay for basic needs such as prescriptions, utilities, rent/mortgage, and food. Our program funded primarily by grants from the Older Americans Act allows us to be able to offer these meals at a suggested donation of only \$6.00 for seniors 60 years and over and for those 59 and under \$7.00. NO SENIOR will be denied a meal due to inability to donate.

Meals Served 2023

Seniors age 55 to 59 – 259

Seniors 60+ - 9011

TOTAL 9270

Meals Served 2024 (YTD)

Seniors 55 to 59 - 553

Seniors 60+ - 6083

TOTAL 6636

We are on target to serve over 11,000 meals by the end of the year.

We would love to invite you all to come and join us for lunch any day to see those who directly benefit from the funding. We greatly appreciate your continued support of the seniors of Orting.

Orting Senior Center

Profit and Loss

January - December 2023

	TOTAL
Income	
4100 Donations	
4105 Coffee	1,504.08
4110 Ctr. Use-Donations	42,601.80
4120 Food Pantry	14,073.71
4160 Senior Lunch	23,127.60
Lahar Newspaper (deleted)	6.50
Total 4100 Donations	81,313.69
4300 Fundraisers	9.68
4140 Holiday Bazaar	2,987.93
4145 Holiday Dinners	7,732.65
4305 Bake Shop	2,244.02
4310 Change Base Return	2,600.00
4315 Holiday Sentiment Tags	26.00
4330 Newsletter Advertising	280.00
4335 Plant Sale	11,762.98
Total 4300 Fundraisers	27,643.26
4500 Grants	
4520 City of Orting	8,000.00
4542 NCOA Vaccine Grant	10,000.00
4560 Pierce County Human Services	
4561 Congregate Meals	173,001.91
4564 NSIP_	5,243.47
4565 Senior Services	47,829.40
Total 4560 Pierce County Human Services	226,074.78
Kitchen Equipment (deleted)	24,481.00
Total 4500 Grants	268,555.78
4700 Other Activities	
4340 Raffle	2,085.00
4715 Hall Rental Income	3,300.00
4720 Member Dues	6,452.05
Total 4700 Other Activities	11,837.05
Total Income	\$389,349.78
GROSS PROFIT	\$389,349.78
Expenses	
7100 Building Fund Expense	
Advertising/Marketing	185.43
Kitchen Supplies	667.63

	TOTAL
Office Supplies	210.69
Property Taxes	777.82
Utilities	8,714.14
Sewer & Water	1,892.55
Trash	210.93
Total Utilities	10,817.62
Total 7100 Building Fund Expense	12,659.19
7300 Fundraiser Expense	177.02
Bake Shop	736.32
Change Base	2,800.00
Employee/Volunteer Meal	539.08
Holiday Bazaar	52.95
Holiday Dinner	2,317.35
Pancake Breakfast	654.61
Plant Sale	5,122.17
Total 7300 Fundraiser Expense	12,399.50
7400 Operating Expenses	251.90
Advertising & Promotion	1,469.33
Background Checks	132.00
Bank Charges	12.75
Chocolate Stroll	289.08
Donations	700.00
Equipment	290.53
Food Handlers Card	50.00
Food Pantry	15,642.63
Independant Contractor	
Entertainment	2,400.00
Nutritionist	1,500.00
SAIL	5,895.00
Total Independant Contractor	9,795.00
Legal & Professional Fees	7,500.00
Bookkeeper	690.00
Total Legal & Professional Fees	8,190.00
Memberships	28.00
Misc. Center	1,910.03
Non-Profit License	30.00
Office Expense	3,641.52
Party Supplies	5,331.30
General	71.14
Total Party Supplies	5,402.44
Postage (deleted)	207.09
Repair & Maintenance	3.37
Supplies	13.16
Telephone	2,450.67
Total 7400 Operating Expenses	50,509.50

	TOTAL
7560 Pierce County Human Services	24.98
Congregate Meals	38,073.74
Senior Services	332.21
Rent	4,080.00
Total Senior Services	4,412.21
Total 7560 Pierce County Human Services	42,510.93
7600 Shuttle Van	
Fuel	270.00
Total 7600 Shuttle Van	270.00
Dues & Subscriptions	1,754.99
Insurance	12,831.30
Interest Paid	810.73
Payroll Expenses	
Fed. Payroll Tax Qtr.	2,561.90
Salaries & Wages	145,317.30
State Payroll Tax	1,336.06
Taxes (deleted)	14,085.71
Total Payroll Expenses	163,300.97
Total Expenses	\$297,047.11
NET OPERATING INCOME	\$92,302.67
Other Income	
Interest Income	2.00
Total Other Income	\$2.00
NET OTHER INCOME	\$2.00
NET INCOME	\$92,304.67

2024 Budget
Orting Valley Senior Center/Mealsite

Expenses:	Projected	EOY Actual
Rent	\$4,080.00	\$ _____
Salaries	\$150,000.00	\$ _____
Senior Meal Program Food/supplies	\$75,000.00	\$ _____
Office/Center Supplies	\$8,200.00	\$ _____
Equipment Repair/Replacement	\$35,000.00	\$ _____
Utilities (phone, wifi, gas, electric, garbage etc)	\$12,500.00	\$ _____
Insurance (liability building)	\$9,500.00	\$ _____
Professional Services	\$5,400.00	\$ _____
Nutritionist	\$2,500.00	\$ _____
Licenses/Registrations	\$500.00	\$ _____
SAIL Instructor	\$7,200.00	\$ _____
Advertising/Communication/Newsletter	\$3,500.00	\$ _____
Speakers/Instructors	\$2,000.00	\$ _____
Misc. Expenses	\$5,000.00	\$ _____
Senior Food Pantry Foods (food bank)	\$15,000.00	\$ _____
Transportation/Insurance/Gas	\$7,500.00	\$ _____
New Building Addition	\$518,762.00	\$ _____
Total Projected Expenses		\$ _____

Income:		
Pierce County Human Services	\$378,000.00	\$ _____
Pierce County CDBG	\$518,762.0	\$ _____
City of Orting	\$8,000.00	\$ _____
Health Care Providers Council	\$1,200.00	\$ _____
Meal Donations	\$23,000.00	\$ _____
Amazon Smiles	\$3,00.00	\$ _____
Member Dues/Sponsorships	\$7,200.00	\$ _____
Misc. Donations	\$80,000.00	\$ _____
Fundraisers	\$40,000.00	\$ _____
Puyallup Tribe Grant	\$10,000.00	\$ _____
Muckleshoot Tribe Grant	\$ _____	\$ _____
Medina Foundation (pending)	\$5,00.00	\$ _____
Walmart	\$ _____	\$ _____
United Way (pending)	\$ _____	\$ _____
Tulalip Tribe (pending)	\$ _____	\$ _____
Disney Foundation(pending)	\$ _____	\$ _____
Virginia Mason/Franciscan Health	\$5,000.00	\$ _____
Total Projected Income		\$1,079,162.00



STATE of WASHINGTON SECRETARY of STATE

I, Ralph Munro, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

ORTING SENIOR CENTER ORGANIZATION

a Washington NonProfit corporation. Articles of Incorporation were filed for record in this office on the date indicated below.

U. B. I. Number: 601 178 872

Date: May 5, 1989

Given under my hand and the seal of the State of Washington, at Olympia, the State Capitol.

Ralph Munro, Secretary of State



OGDEN UT 84201-0029

In reply refer to: 4077967774
Sep. 06, 2017 LTR 4168C 0
94-3101716 000000 00

00022388
BODC: TE

ORTING SENIOR CENTER ORGANIZATION
SENIOR CENTER
PO BOX 104
ORTING WA 98360-0104



15941

Employer ID Number: 94-3101716
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Aug. 07, 2017, regarding your tax-exempt status.

We issued you a determination letter in June 1993, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2024

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 TAPCO- KL (5576) PO Box 286 Burlington, NC 27216	CONTACT NAME		
	PHONE (A/C No, Ext):	FAX (A/C No):	
	EMAIL ADDRESS:		
INSURED ORTING SENIOR CENTER ORGANIZATION PO BOX 104 ORTING, WA 98360	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Mount Vernon Fire Insurance Company		26522
	INSUREB 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			NPP2582021B	05/01/2024	05/01/2025	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	AUTOMOBILIE LIABILITY						PRODUCTS-COMP/OP AGG	Included
	<input type="checkbox"/> ANY AUTO							\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)	\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per accident)	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident)	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NR)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE-POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional liability limits)

Social Service, City of Orting are named as additional insureds with respect to general liability. Includes a waiver of subrogation (waiver of transfer of rights of recovery against others to us). L-744NPP 06/10

Blanket Additional Insured Endorsement is part of this policy.

CERTIFICATE HOLDER

CANCELLATION

CITY OF ORTING
110 TRAIN ST SW
Orting, WA 98360

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 REMARKS SCHEDULE

AGENCY TAPCO- KL (5576)		INSURED ORTING SENIOR CENTER ORGANIZATION PO BOX 104 ORTING, WA 98360
POLICY NUMBER NPP2582021B		
CARRIER Mount Vernon Fire Insurance Company	NAIC CODE 26522	EFFECTIVE DATE: 5/1/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

COVERAGE PART	LIMITS
Commercial Liability	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$1,000,000
Products/Completed Operations Aggregate Limit	Included
General Aggregate Limit	\$2,000,000
Employers Liability (Stop Gap) Bodily Injury Each Accident	\$1,000,000
Employers Liability (Stop Gap) Bodily Injury Each Disease	\$1,000,000
Employers Liability (Stop Gap) Aggregate	\$1,000,000
Professional E&O Liability Each Incident	\$1,000,000
Professional E&O Liability Aggregate	\$2,000,000
Abuse And Molestation Each Claim	\$1,000,000
Abuse And Molestation Aggregate	\$2,000,000

This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

Date:
August 7, 2023
Person to contact:
Name: B. HALL
ID number: 0704530
Telephone: 877-829-5500
Fax: 855-204-6184
Hours: 8 A.M. AND 5 P.M.

STACI GUIRSCH
15814 251ST ST E
GRAHAM, WA 98338

Dear Sir or Madam:

We're responding to your request of June 20, 2023, about the tax-exempt status of ORTING SENIOR CENTER ORGANIZATION.

We issued a determination letter in June 1993, granting this organization exemption from federal income tax under Internal Revenue Code Section 501(c)(3).

Our records show this organization is not a private foundation within the meaning of Internal Revenue Code (IRC) Section 509(a) because it's described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions to this organization as provided in Internal Revenue Code Section 170. Bequests, legacies, devises, transfers, or gifts to the organization or for its use are deductible for federal estate and gift tax purposes if they meet the requirements of IRC Sections 2055, 2106, and 2522.

If an organization fails to file an annual return or notice for three consecutive years, its tax-exempt status is revoked by operation of law. This is stated in IRC Section 6033(j)(1). The revocation is effective on the filing due date of the third annual return or notice. For more information about filing requirements, you can visit our website at www.irs.gov/eo.

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin".

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



AUG 23 2024

RECEIVED

Grant Application-2025

Amount Requested: \$ 10,000

1:00pm
MA

Name of Organization: Recovery Café Orting Valley UBI #: 604220943

Contact Person's Name and Title: Tara Fanson- Divisions manager

Mailing Address: 110 Train Street SE. Orting WA 98360

Phone: 253-227-4308 Email Address: Tara@RecoveryCafeOrting.org

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

Please see attached letter.

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

Please see attached letter.

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

We will not need city facilities.

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 as stated in Section 3 – Report on Execution of Services by the date set therein. Failure to report shall compromise the grant recipient's ability to receive future grant funding.

Initial: TF

All groups seeking grants from the City of Orting must:

1. Submit one (1) original and one (1) electronic copy of this application, along with the requested attachments to the City no later than August 23rd, 2024 at 3:00pm (for grants to be issued the following year). Grants will be approved and distributed at the City's discretion. The application must include:
 1. Previous year's annual financial statement
 2. Current year's budget
 3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
 4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).
2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

8, 14, 2024

Signature of Authorized Representative of Applicant

Date

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



Dear City of Orting Grants Committee,

We are writing to respectfully request a grant of \$10,000 to provide the essential financial buffer needed to expand our services and maximize the impact of our current funding from the Washington State Health Care Authority's Opioid Housing program. This program operates through a reimbursement contract under the State Opioid Abatement Settlement.

Background on the Program: The State Opioid Abatement Settlement Account has allocated funds for fiscal year 2024 to provide short-term housing vouchers for individuals with substance use disorders, including opioid and stimulant use disorders. These subsidies help those who are homeless or at risk of homelessness cover essential housing expenses such as rent, utilities, security deposits, and temporary accommodations. The program ensures that all housing costs are within fair market rates and requires detailed documentation of all expenditures.

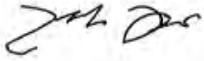
Need for the Grant: As a critical resource in the Orting community, the Recovery Café Orting Valley is committed to supporting those in need. However, the reimbursement-based nature of our current contracts limits our ability to respond swiftly to urgent needs. This grant will provide the liquidity necessary to bridge that gap, allowing us to serve more individuals promptly and effectively, with a special focus on Orting residents.

Use of Grant Funds:

1. **Priority Support for Orting Residents:** The funds from this grant will be directed primarily to serve Orting residents. Economic challenges have significantly increased homelessness in our community, making timely intervention more critical than ever. This grant will enable us to provide prompt support to those most in need within Orting.
2. **Financial Buffer for Housing Stability Programs:** The grant will serve as a financial buffer for our Housing Stability Programs, addressing the challenges posed by reimbursement-based contracts. With upfront funds, we can cover urgent housing expenses—such as back rent and utilities—without delays, preventing individuals from losing their homes. This will allow us to manage cash flow more effectively and expand our reach.
3. **Enhanced Support for Unhoused Individuals:** By acting as a financial buffer, this grant will also allow us to offer faster and more comprehensive support to unhoused individuals. Funds will cover initial costs like security deposits, rent payments, and essential documentation, facilitating quicker transitions from homelessness to stable housing.

Acknowledgment: Recovery Café Orting Valley recognizes and deeply appreciates the City of Orting for this vital funding. Your support helps us provide housing, financial relief, and essential services to community members in need. The impact of this grant will be substantial and enduring, enabling us to continue our mission of fostering stability and well-being for Orting residents.

We sincerely thank you for your consideration of our request and your ongoing dedication to improving the lives of our community members.



Tara Fanson
Divisions Manager
Recovery Café Orting Valley
Tara@RecoveryCafeOrting.org
253-227-4308



ONE YEAR CONTRACT BUDGET * for: July 1, 2024 - June 30, 2025

East Pierce County & Orting Valley

Category & Line Item	HCA- Cafe Services----- Admin Fee 10%----	Carelon- Cafe Staffing----- Admin fee ?-----	Carelon RNP Staffing Contract----- Admin fee?-----	HCA- Opioid Housing ----- Admin Fee ?-----	OSD/CPWI Contract-- Negotiated Admin fee 5%-----	Pierce County-Safe Parking----- Admin Fee 10%-----	Pierce County- Youth Diversion ----- Admin Fee 10%-----	Pierce County PSTAA----- Admin Fee 10%-----	SUBTOTAL
Operational Costs								144032	
BLD	\$ 24,912.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,912.00
Youth BLD	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,600.00	\$ 13,200.00
Utilities	\$ 4,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,800.00
Staff Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Case Management Software- Apricot services)	\$ 26,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,000.00
Business insurance- SAM-GL-CAR-StopGap	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 18,000.00
Loan repayment	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 27,000.00
Fuel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Certified Public Accountant	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250.00
Business Identification and licensing	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00
Pivotal Forensic Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
Cascade Payroll	\$ 2,460.00								
Maintenance- Vehicle/ Building	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RNP BECU CC			\$ 2,400.00						
Key Bank CC			\$ 2,400.00						
Bank for spending									
Subtotal	\$ 84,522.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,000.00	\$ 9,600.00	\$ 50,400.00
RCOV Services									
Youth Meal Program									\$ -
Community Youth Drug Prevention Services					\$ 48,000.00				\$ 48,000.00
Homeless Services / Sober Housing/ Basic Needs				\$ 33,750.00					\$ 33,750.00
Rent assistance/ Utility assistance				\$ 33,750.00					\$ 33,750.00
Family Relocation- Moving, deposits, storage ETC.				\$ 33,750.00					\$ 33,750.00
Emergency Hotel Costs				\$ 33,750.00					\$ 33,750.00

Tangible services- Tents, Hygiene ETC.										\$ -
sanitary supplies										\$ -
										\$ -
Subtotal	\$ -	\$ -	\$ -	\$ 135,000.00	\$ 48,000.00	\$ -	\$ -	\$ -	\$ -	\$ 183,000.00
Administration										
Admin: Tara Fanson- Finacial Controller										
Salary-	\$ -	\$ 56,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 70,000.00
Benefits-IRA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salary Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ 56,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 70,000.00
Admin:										
Salary- Position Not available	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services: Bookkeeping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salary Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Youth and Young Adult/ Prevention Services										
Direct Service: Director of Youth and Prevention Services										
Salary-Amber Brooks	\$ -	\$ -	\$ -	\$ -	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ 70,000.00
Benefits	\$ -	\$ -	\$ -	\$ -	\$ 11,473.52	\$ -	\$ -	\$ -	\$ -	\$ 11,473.52
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services: Prevention Services Orting Valle	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salary Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ 81,473.52	\$ -	\$ -	\$ -	\$ -	\$ 81,473.52
Direct Service: Youth Coordinator LEAD										
Salary- Gerald Goldwire	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,400.00	\$ 59,400.00
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services: Prevention Services Orting Valle	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salary Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,400.00	\$ 59,400.00
Direct Service: Youth Coordinator										
Salary-Jared Goldwire	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services: Prevention Services Orting Valle	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salary Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recovery Cafe Services										
Direct Service: Director of Adult Services										
Salary-Jenn Naswood	\$ -	\$ 62,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 68,000.00
Benefits	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services [name]	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salary Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ 66,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 72,000.00
Direct Service: Recovery Coach										
Salary- Tarah B	\$ -	\$ 52,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,000.00
Benefits	\$ -	\$ 5,341.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,341.00
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services [name]	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salary Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ 57,341.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,341.00
Direct Service: Recovery Coach										
Salary- Alisha Shumway	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000.00	\$ 15,000.00	\$ -	\$ 60,000.00
Benefits & IRA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 6,000.00
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services [name]	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salary Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,000.00	\$ 18,000.00	\$ -	\$ 66,000.00

Direct Service: Recovery Coach LEAD												
Salary Heidi	\$	-	\$	52,000.00	\$	-	\$	-	\$	-	\$	52,000.00
Benefits	\$	-	\$	4,331.00	\$	-	\$	-	\$	-	\$	4,331.00
Travel - (Mileage & Fuel)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Professional Services (name)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Strategy Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Salary Reserve	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Subtotal	\$	-	\$	56,331.00	\$	-	\$	-	\$	-	\$	56,331.00
Direct Service: Recovery Coach												
Salary- Open Position	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Benefits	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Travel - (Mileage & Fuel)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Professional Services (name)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Strategy Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Salary Reserve	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Subtotal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Recovery Navigator Program												
Direct Service: RNP Program Manager												
Salary- Open Position	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Benefits & IRA	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Travel	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Professional Services (name)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Program Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Salary Reserve	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Subtotal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Direct Service: Case Manager LEAD (DATA Interim) no clients												
Salary- Alex Medina	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Benefits & IRA	\$	-	\$	-	\$	4,884.96	\$	-	\$	-	\$	4,884.96
Travel	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Professional Services (name)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Program Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Salary Reserve	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Subtotal	\$	-	\$	-	\$	4,884.96	\$	-	\$	-	\$	4,884.96
Direct Service: RNP Case Manager- 20 Adult clients												
Salary- Alyssa Christel	\$	-	\$	-	\$	60,568.60	\$	-	\$	-	\$	60,568.60
Benefits & IRA	\$	-	\$	-	\$	6,877.68	\$	-	\$	-	\$	6,877.68
Travel	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Professional Services (name)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Program Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Salary Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ 67,446.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,446.28
Direct Service: RNP Case Manager- 20 Adult clients										
Salary- Tod Gunther	\$ -	\$ -	\$ -	\$ 61,705.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,705.08
Benefits	\$ -	\$ -	\$ -	\$ 13,162.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,162.32
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services (name)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salary Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ 74,867.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,867.40
Direct Service: RNP Case Manager- 20 Adult clients										
Salary- Marcus Sika Moliga	\$ -	\$ -	\$ -	\$ 60,568.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,568.60
Benefits	\$ -	\$ -	\$ -	\$ 6,877.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,877.68
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salary Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ 67,446.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,446.28
Direct Service: RNP Case Manager- 20 Adult clients										
Salary- Open Position	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salary Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Admin Fee			\$ 50,000.00				\$ 2,240.00			\$ 52,240.00
COMBINED TOTALS SPENT	\$ 84,522.00	\$ 292,003.00	\$ 50,000.00	\$ 424,512.32	\$ 129,473.52	\$ 6,000.00	\$ 86,240.00	\$ 101,000.00	\$ 1,173,750.84	
Allotted Funding Totals	\$ 99,000.00	\$ 265,000.00	\$ 140,000.00	\$ 722,742.00	\$ 130,000.00	\$ 71,000.00	\$ 22,400.00	\$ 144,032.00		
Remaining funds	\$ 14,478.00	\$ (27,003.00)	\$ 90,000.00	\$ 298,229.68	\$ 526.48		\$ -	\$ 43,032.00		
										\$ 1,594,174.00





Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

RECOVERY CAFE ORTING VALLEY
C/O RENA K THOMPSON
PO BOX 1867
ORTING, WA 98360

Date:
04/05/2022
Employer ID number:
83-2459466
Person to contact:
Name: Ms. Elliott
ID number: 31886
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
May 15, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053642009351

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

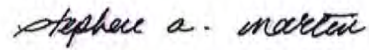
Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

AQANWBS

Jan - Dec 23

Ordinary Income/Expense

Income	
Amazon	78.07
Carelon HCC	898,795.05
Donations	10,261.58
Facebook Donations	50.00
Grants	66,930.36
HCA SABG	208,903.35
Interest Income	27.98
Payspan	0.16
Rebate	331.52
Recovery Cafe Network Grants/Fu	629.68
Rent Assist.	500.00
Uncategorized Income	87,385.67
Zeffy US Grant	2,000.00
Total Income	1,275,893.42
Gross Profit	1,275,893.42
Expense	
*Payroll Expenses	
Dental	4,788.67
Direct Deposit Fees	120.73
EAF	187.02
Health Insurance	23,579.08
Hotline Wages	-1,305.15
Hourly Wages	291,577.71
L&I	2,587.73
Medical Benefits	44,710.32
Medicare	10,252.53
PFML	-0.02
QB's online Taxes	286.64
Salary Wages	428,083.55
Simple IRA	10,712.31
SS	43,646.91
Vison Expense	643.66
WA Cares	2.97
WA Unempl.	20,322.78
Total *Payroll Expenses	880,197.44
Advertising & Marketing (delete	54.98
Auto Reimb Expenses	3,088.56
Back Ground Checks	165.00
Bank Charges & Fees	4,842.23
Cafe Supplies	804.47
Dues and Subscriptions	7,207.01

ACCOUNTS	Jan - Dec 23
Insurance	3,079.17
Interest Paid	32,948.88
Internet	4,345.43
Maintenance	942.16
Meals	1,266.74
Meals for Homeless	13,788.58
Member Support	12,642.16
Member Video	8.78
Office Supplies & Software	50,245.88
Office/General Administrative E	18,749.53
Postage and Delivery	85.42
Professional Expenses	
Accounting	11,000.00
Grant Watch	45.00
Total Professional Expenses	11,045.00
Reimbursable Expenses	10,218.64
Rent & Lease	36,218.19
Rent Transitional Housing	4,389.60
Rental Assistance	2,822.45
Repairs & Maintenance	1,356.04
Security	109.50
Taxes & Licenses	892.50
Telephone	9,142.91
Therphy Service Contract	5,241.50
Travel and Training	6,390.13
Utilities and Rent	45,734.24
Website	595.27
Total Expense	1,168,618.39
Net Ordinary Income	107,275.03
Net Income	107,275.03



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2024

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 Progressive Insurance PO Box 94739, Cleveland, OH 44101	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
E-MAIL ADDRESS: progressivecommercial@email.progressive.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United Financial Casualty Company		11770
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
RECOVERY CAFE ORTING VALLEY
PO BOX 1867
ORTING, WA 98360

COVERAGES

CERTIFICATE NUMBER: 828467013350072383D070324T000528

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	006575981	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	Y	N	006575981	06/01/2024	06/01/2025	\$

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

CERTIFICATE HOLDER

PIERCE COUNTY
930 TACOMA AVE S
TACOMA, WA 98402

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
Mark P... ..

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Progressive Insurance		NAMED INSURED RECOVERY CAFE ORTING VALLEY PO BOX 1867 ORTING, WA 98360	
POLICY NUMBER 006575981		EFFECTIVE DATE: 06/01/2024	
CARRIER United Financial Casualty Company	NAIC CODE 11770		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	\$10,000
Underinsured Motorist Bodily Injury	\$100,000/\$300,000
Underinsured Motorist Property Damage	\$50,000 w/\$100 Ded (\$300 if Hit & Run)

Description of Location/Vehicles/Special Items

Scheduled autos only	
2010 DODGE GRAND CARAVAN 2D4RN5D17AR445211	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
1998 FORD F150 2FTZX1720WCA80403	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded

Liability coverage may not apply to all scheduled vehicles.

Additional Information

Certificate holder is listed as an Additional Insured.



TAPCO- KL (5576)
 PO BOX 286
 BURLINGTON, NC 27216
 Phone: (800) 334-5579
 Fax: (336) 584-8880

To: Laberge Agency Inc

*** BINDER ***
 08/01/2024

Attn:

Renewal Of: NEW

From: Melissa Buhl
 mbuhl@gotapco.com

Insured: **RECOVERY CAFE ORTING VALLEY**

Mailing **PO BOX 1867**
 Address: **ORTING, WA 98360**

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

POLICY INFORMATION

NON-PROFIT PACKAGE POLICY	
Policy Number:	NPP2592225
Policy Period:	07/17/2024 to 07/17/2025
Carrier:	Mount Vernon Fire Insurance Company
Status:	Non-Admitted
A.M. Best Rating:	A++ (Superior) - XII
COVERAGE PART	PREMIUM
Commercial Liability	\$4,186.00
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	Included
General Aggregate Limit	\$2,000,000
Employers Liability (Stop Gap) Bodily Injury Each Accident	\$1,000,000
Employers Liability (Stop Gap) Bodily Injury Each Disease	\$1,000,000
Employers Liability (Stop Gap) Aggregate	\$1,000,000
Professional E&O Liability Each Incident	\$1,000,000
Professional E&O Liability Aggregate	\$2,000,000
Abuse And Molestation Each Claim	\$1,000,000
Abuse And Molestation Aggregate	\$1,000,000
Commercial Property	\$250.00
Total Property Limit	\$25,000
Largest Property Risk	\$25,000
Management Liability	\$1,505.00

Directors and Officers Liability Each Claim Limit	\$1,000,000
Directors and Officers Liability In The Aggregate Limit	\$1,000,000
Directors and Officers Liability Retention	\$0
Employment Practices Liability Each Claim Limit	\$1,000,000
Employment Practices Liability In The Aggregate Limit	\$1,000,000
Employment Practices Liability Retention	\$500
Directors and Officers Retroactive Date	Full Prior Acts
Employment Practices Liability Retroactive Date	Full Prior Acts
Directors and Officers Prior or Pending Litigation Date	07/17/2024
Employment Practices Liability Prior or Pending Litigation Date	07/17/2024

POLICY PREMIUM (This premium may be subject to adjustment.)	\$5,941.00
ADDITIONAL COSTS	
Wholesaler Broker Fee	\$135.00
Surplus Lines Tax	\$121.52
Stamping Fee	\$6.08
TOTAL	\$6,203.60

COVERED LOCATION(S)

1 - 110 Train Street Se, Orting, WA 98360

APPLICABLE FORMS & ENDORSEMENTS

The following forms apply to multiple coverage parts

2110WA 04/15	Service Of Suit	IL0017 11/98	Common Policy Conditions
IL0021 09/08	Nuclear Energy Liability Exclusion Endorsement	IL0935 07/02	Exclusion Of Certain Computer-Related Losses
Jacket 07/19	Policy Jacket	SSO 12/09	Social Service Organization Professional Liability Coverage Form
TRIADN 12/20	Disclosure Notice of Terrorism Insurance Coverage		

The following forms apply to the Commercial Liability coverage part

CG 21 06 12/23	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION	CG0001 12/07	Commercial General Liability Coverage Form
CG0068 05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion	CG0442 11/03	Stop Gap - Employers Liability Coverage Endorsement - Washington
CG2139 10/93	Contractual Liability Limitation	CG2147 12/07	Employment-Related Practices Exclusion
L 703DWL 12/15	Molestation or Abuse Insurance (Defense Inside Limits)	L 839 SSO 03/23	Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
L-224 12/17	Punitive or Exemplary Damages Exclusion	L-232s 04/15	Classification Limitation Endorsement
L-526 01/15	Absolute War Or Terrorism Exclusion	L-536 04/15	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
L-549 04/15	Absolute Professional Liability Exclusion	L-599WA 04/15	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
L-610 04/15	Expanded Definition Of Bodily Injury	L-726 07/09	Community Center Activity Exclusion
L-728SSO 07/09	Limits Of Insurance Under Multiple Coverage Forms	L-734NPP 10/16	Exclusion-Specific Activities, Events or Conditions
L-744NPP 06/10	Blanket Additional Insured Endorsement	L-783NPP 07/18	Amendment of Liquor Liability Exclusion
LLQ100 04/15	Who Is An Insured Clarification Endorsement	LLQ368 04/15	Separation Of Insureds Clarification Endorsement

The following forms apply to the Commercial Property coverage part

CP 141 DEP 04/20	Changes - Actual Cash Value and Depreciation Definition	CP 142 04/14	Protective Devices Or Services Provisions
CP 224 10/21	Asbestos Material Exclusion	CP 225 04/15	Exclusion - Lead Contamination
CP 226 04/15	Absolute Pollution Exclusion - Property	CP 227 02/11	Mold, Fungus, Bacteria, Virus Or Organic Pathogen Exclusion
CP 245 09/15	Earth Movement Exclusion	CP0010 06/07	Building And Personal Property Coverage Form

CP0090 07/88	Commercial Property Conditions	CP1030 06/07	Causes Of Loss - Special Form
CP1032 08/08	Water Exclusion Endorsement	CP1075 12/20	Cyber Incident Exclusion
P 249 01/15	Exclusion of War, Military Action and Terrorism (Coverage for Certain Fire Losses)		
The following forms apply to the policy			
DO WA 06/17	Washington State Amendatory Endorsement	DO-100 05/17	Directors and Officers Coverage Part
DO-101 05/17	Employment Practices Coverage Part	DO-209 05/17	Absolute Professional Liability Exclusion
DO-224A 05/17	Sexual Abuse Exclusion	DO-238 05/17	Affiliates, Chapters or Branches Exclusion
DO-239 05/17	Specified Person or Entity Exclusion	DO-283 11/17	Data and Security Plus Endorsement
DO-290 05/17	Fair Labor Standards Act Endorsement - Defense Costs and Indemnity Coverage	DO-314 03/21	Biometric Information Exclusion
DO-GTC 05/17	General Terms and Conditions	PL 1 PFAS 03/23	Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (Pfas)
SSP APP 12/09	Social Services Product Application		



Grant Application-2025

FOR CITY CLERK USE ONLY:

Amount Requested: \$ 3000.00

Name of Organization:

UBI #: 602-701449

Contact Person's Name and Title: Stephanie Lathrop, President



Mailing Address: PO Box 1877, Orting, WA 98360-1877

Phone: 360-893-0095
360-561-0062

Email Address: ortingfoodbank@yahoo.com
stephanielathrop@msn.com

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

Please see attached letter.

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

Please see attached letter

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

N/A

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 as stated in Section 3 – Report on Execution of Services by the date set therein. Failure to report shall compromise the grant recipient's ability to receive future grant funding.

Initial: SL

All groups seeking grants from the City of Orting must:

1. Submit one (1) original and one (1) electronic copy of this application, along with the requested attachments to the City no later than August 23rd, 2024 at 3:00pm (for grants to be issued the following year). Grants will be approved and distributed at the City's discretion. The application must include:
 1. Previous year's annual financial statement
 2. Current year's budget
 3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
 4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).
2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

Signature of Authorized Representative of Applicant

816124

Date

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



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

August 6, 2024

We are requesting a grant of \$3000.00 from the City of Orting for the 2025 fiscal year.

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

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

Orting Food Bank serves over 700 families a month in our community with emergency food assistance. We accept anyone in the community that needs assistance. We also provide referral services to other agencies to assist community members with receiving needed services.

Respectfully submitted,

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

Stephanie Lathrop
President, Orting Food Bank

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



Financial Statements

December 31, 2023 and 2022

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BATTERSHELL & NICHOLS
A PROFESSIONAL SERVICE CORPORATION

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

Management is responsible for the accompanying financial statements of Orting Food Bank (the Organization) which comprise the statements of financial position as of December 31, 2023 and 2022, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Battershell & Nichols

Puyallup, Washington
March 22, 2024

Orting Food Bank
Statements of Financial Position
December 31, 2023 and 2022

	2023	2022
Assets		
Current Assets		
Cash	\$ 166,221	\$ 208,529
Food inventory	<u>92,191</u>	<u>76,591</u>
Total Current Assets	<u>258,412</u>	<u>285,120</u>
Property and Equipment		
Furniture and equipment	153,731	153,731
Buildings	388,890	388,890
Land	<u>68,378</u>	<u>68,378</u>
	610,999	610,999
Accumulated depreciation	<u>(270,442)</u>	<u>(242,251)</u>
Total Property and Equipment	<u>340,557</u>	<u>368,748</u>
Total Assets	<u><u>\$ 598,969</u></u>	<u><u>\$ 653,868</u></u>
Liabilities and Net Assets		
Current Liabilities		
Accrued payroll and taxes	<u>\$ 2,436</u>	<u>\$ 1,827</u>
Total Current Liabilities	<u>2,436</u>	<u>1,827</u>
Net Assets		
Without Donor Restrictions:		
Undesignated	<u>596,533</u>	<u>652,041</u>
Total Net Assets	<u>596,533</u>	<u>652,041</u>
Total Liabilities and Net Assets	<u><u>\$ 598,969</u></u>	<u><u>\$ 653,868</u></u>

See accompanying notes and independent accountants' compilation report.

Orting Food Bank
Statements of Activities
For the Years Ended December 31, 2023 and 2022

	2023	2022
Changes in Net Assets Without Donor Restrictions		
Revenue and Support		
General contributions	\$ 85,586	\$ 100,637
Noncash contributions of food	1,060,597	807,108
Fundraising income	38,636	12,528
Interest income	<u>3,694</u>	<u>90</u>
Total Revenue and Support	<u>1,188,513</u>	<u>920,363</u>
Net assets released from restrictions	<u>6,000</u>	<u>7,048</u>
Total Revenue and Other Support Without Donor Restrictions	<u>1,194,513</u>	<u>927,411</u>
Expenses		
Program	1,170,710	916,720
General and Administration	38,219	39,958
Facilities	26,867	23,606
Fundraising	<u>14,225</u>	<u>5,054</u>
Total Expenses	<u>1,250,021</u>	<u>985,338</u>
(Decrease) in Net Assets Without Donor Restrictions	<u>(55,508)</u>	<u>(57,927)</u>
Changes in Net Assets With Donor Restrictions		
Temporarily restricted contributions	6,000	7,048
Net assets released from restrictions	<u>(6,000)</u>	<u>(7,048)</u>
Increase in Net Assets With Donor Restrictions	<u>0</u>	<u>0</u>
(Decrease) in Net Assets	<u>(55,508)</u>	<u>(57,927)</u>
Net Assets, Beginning of Year	<u>652,041</u>	<u>709,968</u>
Net Assets, End of Year	<u><u>\$ 596,533</u></u>	<u><u>\$ 652,041</u></u>

See accompanying notes and independent accountants' compilation report.

Orting Food Bank
Statement of Functional Expenses
For the Year Ended December 31, 2023

	Program Services		Support Services			Total Support Services
	TOTAL	Program	General and Administration	Facilities	Fundraising	
Food	\$ 1,084,590	\$ 1,084,590				\$ 1,084,590
Personnel	71,720	57,376	14,344			14,344
General expenses	52,326	2,302	20,297	15,502	14,225	50,024
Depreciation	28,191	25,372	2,819			2,819
Repairs and maintenance	9,723			9,723		9,723
Supplies	1,829	1,070	759			759
Equipment, technology, and communication costs	1,642			1,642		1,642
	<u>\$ 1,250,021</u>	<u>\$ 1,170,710</u>	<u>\$ 38,219</u>	<u>\$ 26,867</u>	<u>\$ 14,225</u>	<u>\$ 79,311</u>

See accompanying notes and independent accountants' compilation report.

Orting Food Bank
Statement of Functional Expenses
For the Year Ended December 31, 2022

	TOTAL	Program Services	Support Services			Total Support Services
		Program	General and Administration	Facilities	Fundraising	
Food	\$ 836,024	\$ 836,024				
Personnel	59,476	47,581	11,895			11,895
General expenses	52,695	6,962	24,750	15,929	5,054	45,733
Depreciation	28,191	25,372	2,819			2,819
Repairs and maintenance	6,068			6,068		6,068
Supplies	1,275	781	494			494
Equipment, technology, and communication costs	1,609			1,609		1,609
	<u>\$ 985,338</u>	<u>\$ 916,720</u>	<u>\$ 39,958</u>	<u>\$ 23,606</u>	<u>\$ 5,054</u>	<u>\$ 68,618</u>

See accompanying notes and independent accountants' compilation report.

Orting Food Bank
Statements of Cash Flows
For the Years Ended December 31, 2023 and 2022

	2023	2022
Cash Flows Provided (Used) by Operating Activities:		
Cash received from general contributions	\$ 85,586	\$ 100,637
Cash received from restricted contributions	6,000	7,048
Cash received from fundraising income	38,636	12,528
Cash received from interest and other income	3,694	90
Cash disbursed for program expenses	(99,732)	(81,446)
Cash disbursed for general supporting expenses	(35,400)	(37,139)
Cash disbursed for facility expenses	(26,867)	(23,606)
Cash disbursed for fundraising expenses	(14,225)	(5,054)
Net Cash Flows (Used) by Operating Activities	<u>(42,308)</u>	<u>(26,942)</u>
Net (Decrease) in Cash	(42,308)	(26,942)
Cash - January 1, 2023 and 2022	<u>208,529</u>	<u>235,471</u>
Cash - December 31, 2023 and 2022	<u>\$ 166,221</u>	<u>\$ 208,529</u>

Reconciliation of Changes in Net Assets to Net Cash Provided by Operating Activities

Cash Flows Provided (Used) by Operating Activities:

(Decrease) in Total Net Assets	\$ (55,508)	\$ (57,927)
Adjustments to Reconcile (Decrease) in Total Net Assets to Cash Provided by Operating Activities:		
Depreciation	28,191	28,191
Changes in Assets and Liabilities:		
(Increase) Decrease in Food inventory	(15,600)	2,749
Increase in Accrued payroll and taxes	609	45
Total Adjustments	<u>13,200</u>	<u>30,985</u>
Net Cash Flows (Used) by Operating Activities	<u>\$ (42,308)</u>	<u>\$ (26,942)</u>

See accompanying notes and independent accountants' compilation report.

Orting Food Bank
Notes to Financial Statements
For the years ended December 31, 2023 and 2022

Note 1 - Nature of Activities and Summary of Significant Accounting Policies

Nature of Activities

Orting Food Bank is located in Orting, Washington and is organized for the purposes of collecting food donations and distributing them to those in need. The Organization also provides referral services as available to help people. The Organization was incorporated as a non-profit corporation under the laws of the State of Washington in 2007 as a 501(c)(3) charity.

Basis of Accounting

The Organization presents financial statements in accordance with accounting principles generally accepted in the United States of America. This basis of accounting involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are resources available to support operations. The only limits on the use of this type of assets are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. It is the policy of the Board of Directors of the Organization to review its plans for future property improvements and acquisitions from time to time and to designate appropriate sums of net assets without donor restrictions to assure adequate financing of such improvements and acquisitions.

Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. The Organization's unspent contributions are reported in this class if the donor limited their use.

Contributions of property and equipment or cash restricted to acquisition of property and equipment are reported as net assets with donor restrictions if the donor has restricted the use of the property or equipment to a particular program. If donors specify a length of time over which the property or equipment must be used, the restrictions expire evenly over the required period. Absent that type of restriction for use, the Organization considers the restriction met when the assets are placed in service.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets with donor restrictions to net assets without donor restrictions.

Net assets with permanent donor restrictions that do not expire are resources whose use is limited

See accountants' compilation report.

Orting Food Bank
Notes to Financial Statements
For the years ended December 31, 2023 and 2022

by donor-imposed restrictions that neither expire by being used in accordance with a donor's restriction nor by the passage of time.

The Organization had no net assets with permanent donor restrictions at December 31, 2023 and 2022.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. Significant estimates include useful lives of property and equipment and allocation of expenses to programs.

Cash

For purposes of the statement of cash flows, cash includes time deposits, certificates of deposit, and all highly liquid debt instruments with original maturities of three months or less. Restricted cash represents cash received with a donor-imposed restriction that limits the use of that cash to the acquisition of property or to a specified program. Unless donor stipulations limit the use of the assets for a period of time or for a particular purpose, the donor-imposed restriction expires when the assets are placed in service in accordance with generally accepted accounting principles.

Cash at December 31, 2023 and 2022 consists of the following:

	2023	2022
Cash	\$ 166,221	\$ 208,529
Total cash without donor restrictions	<u>166,221</u>	<u>208,529</u>
 Cash and restricted cash presented in the Statement of Cash Flows	 \$ 166,221	 \$ 208,529

Buildings, Equipment, Improvements, and Depreciation

Buildings, equipment, and improvements purchased are stated at cost. Donated assets are stated at fair market value at date of receipt. Donated services that enhance non-financial assets are capitalized at fair market value at the date the services are provided. Depreciation is provided by use of the straight-line method over the estimated useful lives of the related assets ranging from three to fifteen years for equipment and thirty-nine years for buildings and improvements. All acquisitions of property and equipment in excess of \$5,000 and all expenditures for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized. Depreciation expense for the years ended December 31, 2023 and 2022 was \$28,191 and \$28,191, respectively.

Food Inventory

Inventory consists of donated food and is stated at \$2.16 and \$1.82 per pound as of December 31, 2023 and 2022, respectively, as determined by the Washington State Department of Agriculture. The price per pound is determined by the average price of food listed in the consumer price index and is revalued every two years.

See accountants' compilation report.

Orting Food Bank
Notes to Financial Statements
For the years ended December 31, 2023 and 2022

Allocation of Costs to Programs and Supporting Activities

The Organization allocates personnel and facilities costs including depreciation to programs based upon time spent directly on program activities as well as the square footage of facilities used for program activities.

Federal Income Tax

The Organization is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) except to the extent of unrelated business taxable income, if any.

Contributions Received

Contributions received are recorded as without donor restrictions or with donor restrictions depending on the existence and/or nature of any donor restrictions. Gifts received of long-lived assets, in the absence of donor-imposed use restrictions, are reported as without donor restrictions.

Contributions and donor-restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions.

Donated Services and Materials

The Organization recognizes donated services that create or enhance nonfinancial assets. Donated services that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation are also recognized.

A large number of people have contributed significant amounts of time to the activities of the Organization without compensation. The financial statements do not reflect the value of those contributed services because, although clearly substantial, the services do not meet the recognition criteria required by generally accepted accounting principles and no reliable basis exists for determining an appropriate value for those services. Donated materials are included in the financial statements at their estimated fair market values as of the date of their receipt.

Note 2 - Concentration of Credit Risk

The Organization maintains cash balances at financial institutions located in Washington. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$250,000 per institution. The organization did not have any balances on deposit in excess of insurance limits as of the years ended December 31, 2023 and 2022.

See accountants' compilation report.

Orting Food Bank
Notes to Financial Statements
For the years ended December 31, 2023 and 2022

Note 3 - Liquidity and Funds Available

The following reflects Orting Food Bank's financial assets as of the statement of financial position date. The balance would be reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statement of financial position date, if such restrictions were in place. Examples of amounts not available include amounts set aside for long-term purposes that could be drawn upon if the governing board approved that action. As of the date of the financial statements, no funds were designated by the board as not available for current operating purposes.

Financial assets:	2023	2022
Cash	\$ 166,221	\$ 208,529
Financial assets, at year end	\$ 166,221	\$ 208,529
Less those unavailable for general expenditures within one year, due to:		
Contractual or donor-imposed restrictions:		
None	0	0
Board designations:		
None	0	0
Financial assets available to meet cash needs for general expenditures within one year	\$ 166,221	\$ 208,529

The Organization is partially supported by restricted contributions. Because a donor's restriction requires resources to be used in a particular manner or in a future period, the Organization must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for general expenditure within one year. As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, the Organization may invest cash in excess of daily requirements in short-term investments. Occasionally, the board may designate a portion of any operating surplus to a liquidity reserve, which was \$0 as of December 31, 2023. In the event of an unanticipated liquidity need, the Organization could draw upon \$10,000 of its available line of credit (as further discussed in Note 4).

Note 4 - Line of Credit

The Organization has a line of credit for \$10,000 with a bank, which is due on demand. As of December 31, 2023 and 2022, the balance was \$0 and \$0, respectively. The line of credit bears interest at an adjustable rate of the Wall Street Journal Prime Rate (8.50% and 7.50% per annum as of December 31, 2023 and 2022, respectively) plus 2% and is secured by equipment and fixtures.

See accountants' compilation report.

Orting Food Bank
Notes to Financial Statements
For the years ended December 31, 2023 and 2022

Note 5 - Contingency

On May 5, 2015 the Organization entered into an agreement with Pierce County, Washington, through its Department of Community Connections to renovate and expand the property, which currently houses the food bank facility, for \$120,450. The Organization gave a promissory note to Pierce County for the full amount and is not required to make payments on this note provided that it complies with the following terms: the property must be used as a food bank for the benefit of low income individuals, households, or areas of Pierce County, it will maintain safe and sanitary facilities and will comply with all state and local building codes, licensing requirements, and other requirements regarding the condition of the structure and the operation of the project in the jurisdiction in which the facility is located, and it will keep any records and make any reports relating to compliance with this covenant that the County may reasonably require. If the covenant agreement is followed, the amount owed will be forgiven in full on June 30, 2045. As security for the note, the Organization granted Pierce County a deed of trust on its building, including improvements, and land located in Orting, Washington. The deed of trust and secured promissory note are subject to the restrictions previously described for a period of thirty years, beginning June 30, 2015. If the real property is sold, transferred, or otherwise conveyed or disposed of without Pierce County's prior written consent, the County may declare the principal amount of the note due immediately. After the improvements were completed in 2015, the land and building improvements have a book value of \$457,268 and are reported on the Statement of Financial Position.

Note 6 - Subsequent Events

Management considered and found no subsequent events, other than the matter discussed below, requiring disclosure in the financial statements occurring after the balance sheet date until March 22, 2024, the date the financials were available to be issued.

In February 2024, the Organization received a grant from the Puyallup Tribe of Indians in the amount of \$267,211. The grant is to be used for operating expenses and food.

See accountants' compilation report.

2024 Budget

Description	Budget	Budget	Change From
	2023	2024	2023
Revenues			
Beginning Net Cash & Investments			
Individual Donations	\$81,000	\$95,000	17.3%
Corporate/Agency Donations/Grants			
Non-Cash Food Contributions	\$800,000	\$900,000	12.50%
Total Fund Raising Income	\$60,000	\$35,000	-41.67%
Interest Income	\$75	\$500	566.67%
Total Income	\$941,075	\$1,030,500	9.50%
Total Cash Income	\$141,075	\$130,500	-7.50%
Expenses			
Ending Fund Balance			
Food Taken In and Delivered	\$800,000	\$900,000	12.50%
Liability Insurance	\$9,000	\$10,000	11.11%
Facility Repair and Maintenance	\$7,000	\$7,000	0.00%
Fund Raisers	\$12,000	\$12,000	0.00%
Dues/Licenses	\$20	\$20	0.00%
Office Expenses	\$2,000	\$2,000	0.00%
Non-Food Supplies	\$500	\$500	0.00%
Fuel (Fleet)	\$2,500	\$2,500	0.00%
Fleet Maint & Repairs	\$1,000	\$1,000	0.00%
Volunteer Recognition	\$1,400	\$700	-50.00%
Salary	\$61,600	\$72,082	17.02%
Payroll Taxes	\$5,264	\$6,100	15.88%
Purchased Food	\$13,000	\$2,500	-80.77%
Travel & Meetings	\$1,000	\$1,000	0.00%
Utilities	\$13,200	\$14,000	6.06%
Accounting Expense	\$10,000	\$10,000	0.00%
Capital	\$0	\$0	0.00%
City of Orting Utility Assistance	\$1,500	\$1,500	0.00%
Total Expense	\$940,984	\$1,042,902	10.83%
Total Cash Expense	\$140,984	\$142,902	1.36%
Cash Surplus/(Deficit)	\$91	(\$12,402)	



Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248351232
Mar. 13, 2013 LTR 4168C EO
20-8562623 000000 00
00034233
BDDC: TE

ORTING FOOD BANK
% PAT C WILSON
PO BOX 1877
ORTING WA 98360-1877



030172

Employer Identification Number: 20-8562623
Person to Contact: Mr. Kelley
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 04, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 2007.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/ee for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Richard McKee

Richard McKee, Department Manager
Accounts Management Operations

NON PROFIT INSURANCE PROGRAM CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT BELOW. THIS CERTIFICATE OF COVERAGE 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 COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

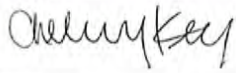
PROGRAM ADMINISTRATOR	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY NPIP / Munich Re. et al.
COVERED PARTY	AUTOMOBILE LIABILITY NPIP / Munich Re. et al.
Orting Food Bank	PROPERTY NPIP / Munich Re. et al.
PO Box 1877 Orting, WA 98360	MISCELLANEOUS PROFESSIONAL LIABILITY NPIP / Munich Re. et al.

COVERAGES
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE OF COVERAGE	COVERAGE NUMBER	EFF DATE	EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	NPIP242554003	6/1/2024	6/1/2025	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP – EMPLOYERS LIABILITY				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	NPIP242554003	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	NPIP242554003	6/1/2024	6/1/2025	ALL RISK PER OCC EXCL EQ & FL	\$100,000,000
				EARTHQUAKE PER OCC	\$1,000,000
				FLOOD PER OCC	\$1,000,000
(PROPERTY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL LIABILITY					
	NPIP242554003	6/1/2024	6/1/2025	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS
Regarding the annual Orting Bunny Hop event in March, City of Orting is named as Additional Covered Party regarding this event only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

CANCELLATION NOTICE: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Orting PO Box 489 Orting, WA 98360	

**ADDITIONAL COVERED PARTY – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)**

THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY

This endorsement modifies Coverage provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the Coverage Agreement effective on the inception date of the Coverage Agreement unless another date is indicated above. Providing the certificate of coverage that this endorsement is attached to has been issued by and is on file with the Company, the following applies.

SCHEDULE

Person or Organization (Additional Covered Party):

City of Orting
PO Box 489
Orting, WA 98360

Description of Activities / Operations / Designated Premises:

Regarding the annual Orting Bunny Hop event in March, City of Orting is named as Additional Covered Party regarding this event only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

- A. With respects to the General Liability Coverage Part only, the definition of **Covered Party** in the Liability Conditions, Definitions and Exclusions section of this Coverage Agreement is amended to include as a **Covered Party** the Person or Organization shown in the above Schedule. Such Person or Organization is a **Covered Party** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In performance of your ongoing operations; or
 2. In connection with your premises owned or rented to you.
- B. The Limits of Coverage applicable to the additional **Covered Party** are those specified in either the:
1. Written contract or written agreement; or
 2. Declarations for this Coverage Agreement,

whichever is less. These Limits of Coverage are inclusive and not in addition to the Limits of Coverage shown in the Declarations.

All other terms and conditions remain unchanged.



FOR CITY CLERK CITY OF ORTING
AUG 21 2024

MA
1:20pm

Grant Application-2025

Amount Requested: \$ 3,000 RECEIVED

Name of Organization: Orting Chamber of Commerce UBI #: 601591604

Contact Person's Name and Title: Steven Rodriguez - Member at Large

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

Phone: 253-254-4984 Email Address: occtreasbill@gmail.com

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

see attached

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

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

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 as stated in Section 3 – Report on Execution of Services by the date set therein. Failure to report shall compromise the grant recipient's ability to receive future grant funding.

Initial: SR

All groups seeking grants from the City of Orting must:

1. Submit one (1) original and one (1) electronic copy of this application, along with the requested attachments to the City no later than August 23rd, 2024 at 3:00pm (for grants to be issued the following year). Grants will be approved and distributed at the City's discretion. The application must include:
 1. Previous year's annual financial statement
 2. Current year's budget
 3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
 4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).
2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

Steven Rodriguez
Signature of Authorized Representative of Applicant

8/21/2024
Date

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



Grant Application - 2025

City of Orting
Office of the City Clerk
PO Box 489
Orting, WA 98360

Orting Chamber of Commerce

Steven Rodrigues – Member at Large

PO Box 1418
Orting, WA 98360

253-254-4984
OCCTREASBILL@GMAIL.COM

\$3,000 request

How the grant will be used?

The Orting Chamber of Commerce is the biggest sponsor of the Orting Daffodil Festival and the Orting Community Float. This grant money would go to the purchase of daffodils for the float, and decorations that will be needed. The price of flowers was \$200 per thousand for 2024, but unknown for 2025. The Orting Float usually has from 12,000 to 15,000 daffodils but in 2024 we reduced the number to 8,000 because of the increased cost. The additional money from the grant helps with decorations and maintenance on the float.

Who does the grant serve?

The float gives recognition to the Orting Community. The parade brings approximately 5,000 people to this event, which in turn supports our local businesses. The grant specifically helps fund the float flowers, decorations and maintenance. The float also gives the runners-up in the daffodil princess contest the opportunity to ride on the float acknowledging all their hard work for making the daffodil festival a success. The Orting Chamber of Commerce, in turn, runs the Daffodil Festival that day, which contributes to college scholarships given to local Orting High School graduates.

What city facilities will you be requesting for usage with this grant?

The city currently leases a building to the Orting Chamber of Commerce to house the float. Any other city facilities needed for the day of the festival are paid for through other funds from the Orting Chamber of Commerce not through the funds received for the float.

Orting Chamber of Commerce • Post Office Box 1418 • Orting, WA 98360
www.ortingchamber.org

August 21, 2024

ORTING DAFFODIL FLOAT FINANCIAL REPORT 2023 for 2025 Grant

		EXPENSES	
Beginning Balance	\$ 3,576.74		
Donations	\$ 11,136.99		\$3,000 City, \$4,750 Chocolate Stroll
Flowers		\$ 2,700.00	15,000 flowers
Decorations		\$ 3,542.12	
Float Insurance		\$ 219.00	
Float Registration		\$ 116.25	
Chocolate Stroll-City registration		\$ 200.00	
Chocolate Stroll - Other		\$ 250.30	
Building Rent (Float Barn)		\$ 1.00	
Building Insurance (Float Barn)		\$ 556.45	
Maintenance Float		\$ 295.77	
Misc. Float and Barn		\$ 612.93	
TOTALS	\$ 14,713.73	\$ 8,493.82	

ORTING DAFFODIL FLOAT BUDGET FOR 2024

	Income	Expenses
Beginning Balance	\$ 6,219.91	
Donation Chocolate Stroll	\$ 4,239.36	
Donation City of Orting	\$ 936.60	
Donations (Other)	\$ 286.46	
Flowers		\$ 1,600.00
Float Decorations		\$ 3,117.85
Float Barn Insurance		\$ 566.66
Float Barn Rent		\$ 1.00
Float DOL		\$ 116.25
Float Insurance		\$ 86.00
Maint. Float/Barn		\$ 3,416.53
Chocolate Stroll-City of Orting		
Chocolate Stroll Supplies		\$ 271.79
TOTALS	\$ 11,682.33	\$ 9,176.08

S. S. 25th 25th
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 25 2007

ORTING CHAMBER OF COMMERCE
PC BOX 1418 214 WASHINGTON AVE S
ORTING, WA 98360-1418

Employer Identification Number:
20-8140176
DLN:
17053052005037
Contact Person:
PAULA J MOLL-MALONE ID# 31262
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Effective Date of Exemption:
December 29, 2006
Contribution Deductibility:
No

Dear Applicant:

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

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

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

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

Letter 948 (DO/CG)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2024

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 Virgil McLagan Company, INC. PO BOX 7950 Bonney Lake, WA 98391	CONTACT NAME: Brandi Heinzmann	
	PHONE (A/C, No., Ext): (253)862-3610 FAX (A/C, No.): (253)862-3265 E-MAIL ADDRESS: Brandi@mclaganins.com	
INSURED Orting Chamber of Commerce PO Box 1418 Orting, WA 98360	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cochrane & Company	
	INSURER B: Progressive Insurance Company	11770
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 00000517-25872** **REVISION NUMBER: 2**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NBP2555072B	01/08/2024	01/08/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			00586348-9	10/18/2023	04/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> 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			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

CERTIFICATE HOLDER City of Oting	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 <i>Brandi Heinzmann</i> (BLH)
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CITY OF ORTING
FOR CITY CLERK USE ONLY:

AUG 23 2024

2:42pm
MA

Grant Application-2025

Amount Requested: \$6,000.00 RECEIVED

Name of Organization: ORTING VALLEY FARMERS MARKET UBI #: 603436579

Contact Person's Name and Title: Doug Graves – Market Manager

Mailing Address: P.O. Box 1665 Orting Washington 98360

Phone: 362-872-6836 253-509-3609 Email Address: ovfmcontact@gmail.com

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

Grant Funds will be used for Promotion and Advertising of the Orting Valley Farmers Market to attract full season and part time Vendors and to grow our consumer base in the Orting area as well as region wide. As a Farmers Market, we source Farmers and Vendors not only from the Orting area, but also from locations throughout the State of Washington. With that diversity of expertise and product availability, it only makes sense to also source consumers from around the State. That not only enhances Vendor and Consumer numbers. It also enhances Orting's economy, as other events do, but we do that 12 to 18 Fridays per year. Therefore, it's a win-win for the market and the City of Orting. To grow our market in 2025, we will increase our Social Media platforms to air on the spot videos of the Farmers Market, the surrounding City of Orting, our Vendors, our Entertainment and our associated events. Grant funding will continue to develop and expand our children's programs, expand our SNAP EBT Matching buck program and continue our weekly donations of produce and other foods to the Orting Food Bank. In addition, grant funds will allow us to bring back some of our Friday Night events such as the BBQ cookoff, Aloha Friday, Evening with Shakespeare, and Vendor demonstrations.

For years, we have been nurturing this Farmers Market. To date, we are not the largest Farmers Market. But we are a market that is always present and open in the summer. We have a reputation for being quaint, old fashioned, fun, and a popular destination on a Friday evening. And, we have a customer following that goes back at least a decade.

We have reviewed the newest guidelines by the City Council regarding the desire for Non-Profit funding to be reduced over a number of years. We understand the intention and need for the funding of other concerns. Nevertheless, we would like to ask for a pass on those parameters with the understanding that, because our entity is seasonal, we find it difficult to maintain a full board of directors that will fundraise especially at times when private and commercial funding is not always popular for Farmer Markets. We are asking for grant support as in the past because we see this as not only supporting the betterment of the Farmers Market but also supporting the Orting local economy.

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

This grant will serve Local Farmers, Food Service Vendors and Artisans, Customers from the Orting area and around the region, children and the elderly, disabled and low-income individuals as well as the employees, council members, staff and management of the City of Orting when they are praised for actually supporting the Farmers Market rather than just agreeing to let the market "use the facilities".

What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):

In addition to the grant funding requested, we would like to continue operating the Orting Valley Farmers Market in the North Park and the Orting Station Building.

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 as stated in Section 3 – Report on Execution of Services by the date set therein. Failure to report shall compromise the grant recipient's ability to receive future grant funding.

Initial: WDG

All groups seeking grants from the City of Orting must:

1. Submit one (1) original and one (1) electronic copy of this application, along with the requested attachments to the City no later than August 23rd, 2024 at 3:00pm (for grants to be issued the following year). Grants will be approved and distributed at the City's discretion. The application must include:
 1. Previous year's annual financial statement
 2. Current year's budget
 3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
 4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).
2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

 Doug Graves 8 / 23 / 24
Signature of Authorized Representative of Applicant Date

Please return completed form and any additional information to:

City of Orting - Attn: City Clerk 104 Bridge St. S. PO Box 489, Orting, WA 98360.

For more information, please call (360) 893-9008 or email clerk@cityoforting.org.

2023 Statement of Financial Position
ORTING VALLEY FARMERS MARKET
Fiscal year ended December 31, 2023
This Statement reflects financial position thru Year end 2023

	2023 ASSETS	Assets by 2023 Year end	NOTES
	2023 funds carried over from 2022	\$10,119.27	This carryover was remaining grant funds for Covid relief
	2023 Vendor Fees collected	\$11,722.44	
	2023 City of Orting Grant	\$6,000.00	
	2023 SNAP EBT Matching Bucks reimbursement	\$104.50	
	2023 SNAP EBT token reimbursement	\$760.00	
	2023 Amazon Smile Donation	\$15.62	
	2023 OVFM Produce Cash Sales	\$1,652.00	
	2023 OVFM Produce Credit/Debit Sales	\$534.40	
	2023 OVFM Credit/Debit from customers cards	\$385.00	
	TOTAL 2023 ASSETS	\$31,293.23	
	NET ASSETS - Tents and Tables \$840.00		
	2023 LIABILITIES	Liabilities through Year end 2023	
	2023 funds carried over to 2024	\$3,490.98	
	2023 Vendor reimbursements - misc	\$30.00	
	2023 Promo and Marketing	\$3,311.50	
	2023 Market Liability Insurance	\$310.00	
	2023 Supplies and equipment	\$3,636.80	
	2023 Webpage & Facebook Posting	\$380.13	
	2023 Mighty Call phone service	\$371.12	
	2023 USPS Mailbox fee	\$176.00	
	2023 Manager Stipend	\$12,500.00	
	2023 Activity and Entertainment	\$740.00	
	2023 Permits & Fees - County, State, and Fed	\$417.00	
	2023 Permits & Fees - Orting	\$300.00	
	2023 Funding for Produce booth	\$560.00	
	2023 Info booth manager Stipend	\$450.00	
	2023 Produce Purchases from Four Elements Farms	\$3,150.00	
	2023 Misc support for Produce booth	\$143.95	
	2023 Vendor EBT Token/Matching Buck Reimbursements - EBT Checking	\$280.75	
	2023 Vendor EBT Token/Matching Buck Reimbursements - Primary Checking	\$1,045.00	
	TOTAL 2023 LIABILITIES	\$31,293.23	
	2023 Year end Assets	\$31,293.23	
	2023 Year end Liabilities	\$31,293.23	Includes \$3,490.98 in carryover to 2024

2024 Statement of Financial Position
ORTING VALLEY FARMERS MARKET
Fiscal year ends December 31, 2024
This Statement reflects financial position thru August 22, 2024

	ASSETS	Assets on Hand	Assets expected by 2024 year end
	2023 carryover on hand	\$0.00	
	Vendor Fees	\$7,433.62	\$1,250.00
	2023 Carry over for Vendor Tokens not received	\$0.00	
	2023 Carry over for Unspent Cust EBT/Debit Tokens	\$0.00	
	Fundraising	\$0.00	
	WSDOH Matching Bucks Reimbursements	\$0.00	\$130.00
	SNAP EBT Reimbursements	\$0.00	\$50.00
	OVFM Produce Booth Revenues Credit/Debit	\$0.00	\$45.00
	OVFM Produce Booth Revenues Cash	\$0.00	\$180.00
	City of Orting Grant	\$0.00	
	TOTAL ASSETS	\$7,433.62	\$1,655.00
	LIABILITIES AND NET ASSETS		Liabilities expected to be Paid by 2024 Year end.
	Carry over to 2025		\$2,000.00
	2024 Vendor Credit/Debit Token Reimbursements		\$0.00
	2024 Vendor EBT Token Reimbursements		\$75.00
	2024 Vendor Matching Buck Reimbursements		\$75.00
	Promo/Marketing		\$0.00
	Food Bank Program (Direct Donations)		\$0.00
	Permits & Fees-County & State & Fed		\$0.00
	Permits & Fees-City of Orting		\$0.00
	WSFMA Membership		\$0.00
	WSFMA Membership & Seminar		\$0.00
	Supplies and equipment		\$300.00
	Covid Supplies and Expenses		\$0.00
	Web Page / Facebook Posting		\$50.00
	Activities & Entertainment		\$150.00
	Manager Stipend		\$10,000.00
	Liability Insurance		\$0.00
	Mighty Call Telephone Service		\$192.85
	Managers Asssistant Stipend		\$60.00
	Post Office Box Fee		\$190.00
	OVFM Produce Booth Purchase from 4Elements Farm		\$325.00
	OVFM Produce Booth Purchase from Spooner Farms		\$35.00
	NET ASSETS - Tents and Tables	\$641.00	
	TOTAL LIABILITIES AND NET ASSETS	\$641.00	\$13,452.85
	2024 Year end Assets		\$9,088.62
	2024 Year end Liabilities		\$13,452.85
	2024 Year end Budget Balance		-\$4,364.23

Orting Valley Farmers Market - 2024 Annual Budget

Budget Type: Operating Budget - Pending Board Approval

Submitted for approval: Submitted 01/13/24

Board Approved: 02/13/24

Status as of: 08/22/24

BEUC Balances as of Status Date:
 Primary Ckg \$6,609.92
 EBT Ckg \$722.70
 Savings \$101.00
 TOTAL \$7,433.62

Projected Income	2024 Draft Budget Dollars		Actuals 08/22/24		2024 Income Notes
	Draft Budget	On Hand a/o 08/22/24	On Hand as of 08/22/24	Actuals Expected by 2024 year end	
100.00 2023 "Carry Over/On Hand"	\$3,491	\$3,490.98	\$7,433.62	\$0.00	\$3,490.98 Carried over from 2023
100.11 2023 "CarryOver/OnHand" Vendor tokens unreimbursed	\$0	\$0.00	\$0.00	\$0.00	
100.12 2023 "CarryOver/OnHand" unspent Customer Tokens	\$0	\$0.00	\$0.00	\$0.00	
100.01 Vendor Space Fees	\$18,200	\$18,200.00	\$0.00	\$1,250.00	single day reg Season, 6 Non-Profits@ \$50 reg Season, & 6 Non-Profits@ \$25 reg season for a total of \$18,200.00), 4/16,\$5,075.00 vender fee deposit. 06/20/24 \$3340.00 vender fees collected to date, 07/08 vender fee \$48.60
100.02 Fundraising	\$0	\$0.00	\$0.00	\$0.00	Fundraising type TBD - Board decided no Fundraising
100.02.2 Market Bag Sales	\$0	\$0.00	\$0.00	\$0.00	
100.02.4 Basket Raffle	\$0	\$0.00	\$0.00	\$0.00	
100.02.5 Donation Can	\$0	\$0.00	\$0.00	\$0.00	
100.02.6 Calendar Sales	\$0	\$0.00	\$0.00	\$0.00	
100.03 Pierce County Grant	\$0	\$0.00	\$0.00	\$0.00	\$1000.00 typically received by year end. Application is submitted 4Q. This grant was not approved in 2023 and not counting on it for 2024.
100.04 City of Orting Grant	\$0	\$0.00	\$0.00	\$0.00	City of Orting Grant Application not available to OVFM for 2024.
100.04.1 Donation-Specified Eat Fresh Orting (EBT Match)	\$0	\$0.00	\$0.00	\$0.00	Typically a donation from Rincon Construction funds this.
100.04.2 Grant - Orting Food Bank Voucher Program	\$0	\$0.00	\$0.00	\$0.00	
100.05 Other Grants/Sponsorships	\$0	\$0.00	\$0.00	\$0.00	Other Grants & Sponsorship - Types TBD - Board decided no Grants and Sponsorships
100.05.1 CO-OP Booth Sponsorship	\$1,000	\$1,000.00	\$0.00	\$0.00	Co-Op Booth Sponsorship By Jolene Hilt \$1000.00 (Expected to receive in 2025)
100.06 Donations	\$0	\$0.00	\$0.00	\$0.00	Donation Type TBD - Board decided no Donations
100.07 WSDOH Reimbursement for Matching Bucks	\$700	\$700.00	\$0.00	\$130.00	Reimbursement for SNAP MATCHING BUCKS collected
100.08 SNAP EBT Reimbursement for EBT Tokens	\$1,600	\$1,600.00	\$0.00	\$50.00	Reimbursement for SNAP EBT Tokens collected
100.10 Unidentified Deposits	\$0	\$0.00	\$0.00	\$0.00	Amazon Smile and other Misc donations
100.20.1 WSDA2021 CovidGrant(remaining \$ in carryover to 2023)	\$0	\$0.00	\$0.00	\$0.00	2021 \$20,000.00 WSDA Covid Craft Beverage Grant remaining amount in carryover to 2023
100.20.2 Pierce County 2024 Farmers Market Grant	\$0	\$0.00	\$0.00	\$0.00	2021 \$10,000.00 Pierce County Frms Mkt Grant approved 10/11/21, remaining amount in carryover to 2023
100.30 Produce Revenues - Credit/Debit	\$600	\$600.00	\$0.00	\$45.00	Revenues from Produce Credit/Debit Sales
100.31 Produce Revenues - Cash	\$1,600	\$1,600.00	\$0.00	\$180.00	Revenues from Produce Cash Sales
100.99 Additional Funding Required to balance Budget	\$0	\$0.00	\$0.00	\$0.00	A negative Budget Balance would require a Board decision to raise funds by year end, and post in this line item, to balance Budget
199.00 Amount spent to Factor actual BECU Balance as of update			\$0.00		
199.01 Total	\$27,191	\$27,190.98	\$7,433.62	\$1,655.00	

Orting Valley Farmers Market - 2024 Annual Budget

Budget Type: Operating Budget - Pending Board Approval

Status as of: 08/22/24

Red are
Overages

Submitted for approval: Submitted 01/13/24

Board Approved: 02/13/24

Projected Expenses	2024 Draft Budget Dollars		Status as of 08/22/24		2024 Paid Expenditures
	Draft Budget	"Expected" Exp to be Pd 2024	Actual Exp Paid	Remaining Exp to be paid	
300.00 Carry over for 2025	\$2,117	\$2,116.80	\$0.00	\$2,000.00	Minimum carryover has always been \$2,000.00
300.01 Unpaid 2023 Token Reimbursement checks	\$50	\$50.00	\$0.00	\$0.00	
300.02 Unspent customer 2023 EBT Tokens	\$50	\$50.00	\$0.00	\$0.00	
300.03 Unspent 2023 customer Debit/Credit Tokens	\$50	\$50.00	\$0.00	\$0.00	
300.04.1 Eat Fresh Orting	\$0	\$0.00	\$0.00	\$0.00	
300.04.2 Food Bank Program	\$0	\$0.00	\$0.00	\$0.00	
300.05 Vender insufficient funds	\$0	\$0.00	\$0.00	\$0.00	4/19 nsf Stefanie's sewing, originally included in 4/16 vender deposits.
300.06 Promo/Marketing	\$420	\$420.18	\$0.00	\$0.00	Board decided no ValPac in 2024
300.10 Market Bag Purchase	\$0	\$0.00	\$0.00	\$0.00	
300.21 Insurance	\$360	\$360.00	\$310.00	\$0.00	2/08 \$310.00 Campbell Risk Management 2024 Market Insurance
300.41 Supplies and equipment	\$3,600	\$3,600.00	\$546.94	\$300.00	NOTE: See 2024 Expense Items detailed on Budget Sheet #3.
300.42 Storage	\$0	\$0.00	\$0.00	\$0.00	
300.43 KERNEL Expenses	\$0	\$0.00	\$0.00	\$0.00	
300.60 Covid Health Supplies	\$0	\$0.00	\$0.00	\$0.00	
300.91 Webpage / Facebook Posting	\$600	\$600.00	\$210.61	\$50.00	2/16 \$29.95 Weebly Web Hosting, 2/16 \$155.66 Weebly Web Hosting, 6/08 \$8.18 facebook boost, 6/09 \$14.00 facebook boost, 07/08 Facebook boost \$2.82 \$48.44 pd 1/10, \$48.44 pd 2/10, \$48.44 pd 3/10, \$48.41 pd 4/10, \$48.41 pd 5/10, 6/10 \$48.41, \$48.44 pd 07/10, \$48.44 pd 8/10,
300.92 MightyCall Telephone #	\$484	\$484.40	\$387.55	\$192.85	
300.93 Hot Spot Data plan	\$0	\$0.00	\$0.00	\$0.00	
300.94 USPS Box Fee	\$190	\$190.00	\$0.00	\$190.00	USPS Box Fee due in mid December
301.01 Vendor Reimbursements	\$300	\$300.00	\$150.00	\$0.00	5/08 Samual Bodahaine ck1532,1531 \$150.00 reimbursement for 2023 credit tokens. Doug to accept \$2,500.00 less than previous years stipend for \$10,000.00 since fundraising was not available in 2024
301.41 Mgr. Stipend 2023	\$10,000	\$10,000.00	\$0.00	\$10,000.00	
301.42 Mgr. Expenses 2023	\$0	\$0.00	\$0.00	\$0.00	
301.43 Event expenses	\$600	\$600.00	\$144.53	\$0.00	6/10 \$130.90 home depot Fathers day raffle supplies, 6/10 \$13.63 Big lots Fathers day raffle supplies, 06/22 Izzy Burns \$75.00, 6/21 & 7/12 Fiddler in the Forest \$100.00, 7/19 Done and Dusted \$15.00, 7/26 Fredy Pesante \$200.00, 8/9 Ron Fowler \$50.00, 8/6 Wendy Collins Kids games \$71.03,
301.45 Activity & Entertainment	\$1,000	\$1,000.00	\$646.03	\$150.00	
301.71 WSFMA/FMC fees	\$0	\$0.00	\$0.00	\$0.00	
301.72 WSFMA conference	\$0	\$0.00	\$0.00	\$0.00	
301.73 Puget Sound Farm Guide	\$0	\$0.00	\$0.00	\$0.00	
301.74 Graham Expo	\$0	\$0.00	\$0.00	\$0.00	
301.75 Puyallup Spring Fair	\$0	\$0.00	\$0.00	\$0.00	
301.81 EBT (SNAP) program exp.	\$0	\$0.00	\$0.00	\$0.00	
301.91 Permits & Fees- County/State/Fed/TPCHD	\$417	\$417.00	\$514.00	\$0.00	1/20 \$75.00 Wa Sec of State Annual renewal fee, 4/11 \$369.00 ck1580 TPCHD market app., 5/29 \$70.00 gambling comm. Annual fee, 2/10 \$100.00 City of Orting - OVFM Blanket Vendor License Fee, 2/10 \$200.00 City of Orting - OVFM Event Application Fee,
301.92 Permits & Fees- Orting	\$365	\$365.00	\$300.00	\$0.00	
301.93 Pumpkin Fest Fee	\$0	\$0.00	\$0.00	\$0.00	
301.94 Orting Chamber of Commerce	\$0	\$0.00	\$100.00	\$0.00	2/13 \$100.00 Chamber of Commerce Membership Fee
302.00 Bank withdrawal for Produce and Raffle Tills	\$0	\$0.00	\$0.00	\$0.00	
302.01 Market Assistant Stipend - Unknown	\$450	\$450.00	\$467.06	\$60.00	stipend \$80.00, 07/07 Safeway fuel Joann fuel Marys truck \$20.00, 7/11 thru 8/15 Brian & Hector
302.02 Info Booth Manager Stipend	\$600	\$600.00	\$0.00	\$0.00	
303.01 Produce Purchase - Four Elements Farm	\$3,200	\$3,200.00	\$88.50	\$325.00	06/22 \$88.50 4 Elements 06/14 Winco \$17.24 produce, 06/21 Safeway ice \$1.27, 7/19 Winco \$18.60, 7/23 4E Farms \$128.00, 7/26 Winco \$43.48, 06/14 Doug wd for produce til change to be recomiled later \$460.00
303.02 Produce Purchase - Misc.	\$0	\$0.00	-\$208.58	\$35.00	
303.03 Produce Sales Overheads	\$150	\$150.00	\$460.00	\$0.00	
205.01 EBT Reimbursement pd to Vendors from the EBT checking account	\$1,600	\$1,600.00	\$288.00	\$75.00	06/26 thru 07/10 ebt reimbursements \$89.00, 7/11 thru 8/15 ebt reimbursements \$199.00
205.02 Matching Bucks Reimbursement pd to Vendors from the EBT checking account	\$700	\$700.00	\$0.00	\$75.00	
399.99 Total	\$27,303	\$27,303.38	\$4,404.64	\$13,452.85	

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

DEPARTMENT OF THE TREASURY

Date: MAR 26 2015

ORTING VALLEY FARMERS MARKET
19220 196 ST E
ORTING, WA 98360-0000

Employer Identification Number:
47-1671216
DLN:
26053482003435
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
August 28, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

Information Copy.

Do not send to IRS.

Form 990-N

Department of the Treasury Internal Revenue Service

Electronic Notice (e-Postcard)

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

OMB No. 1545-2085

2023

Open to Public Inspection

A For the **2023** Calendar year, or tax year beginning **2023-01-01** and ending **2023-12-31**

B Check if available

Terminated for Business

Gross receipts are normally \$50,000 or less

C Name of Organization: **ORTING VALLEY FARMERS MARKET**
PO Box 1665, Orting, WA, US, 98338

D Employee Identification Number **47-1671216**

E Website:

ortingvalleyfarmersmarket.com

F Name of Principal Officer: **William Graves**
19511 112th Ave E, Graham, WA, US, 98338

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.



CITY OF ORTING

AUG 28 2024

RECEIVED

FOR CITY CLERK USE ONLY:

Grant Application-2025

Amount Requested: \$ 7,500.00

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

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

Mailing Address: PO BOX 1423, Orting WA 98360

Phone: 360-872-8252 Email Address: OrtingHaven@gmail.com

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

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

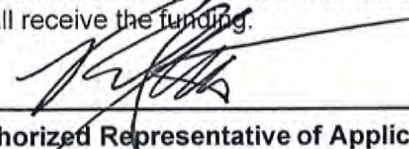
What city facilities will you be requesting for usage with this grant (May not use facilities for fundraising):
(See attached)

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 as stated in Section 3 – Report on Execution of Services by the date set therein. Failure to report shall compromise the grant recipient's ability to receive future grant funding.

Initial: RS

All groups seeking grants from the City of Orting must:

1. Submit one (1) original and one (1) electronic copy of this application, along with the requested attachments to the City no later than August 23rd, 2024 at 3:00pm (for grants to be issued the following year). Grants will be approved and distributed at the City's discretion. The application must include:
 1. Previous year's annual financial statement
 2. Current year's budget
 3. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
 4. Copy of Liability Insurance with rider for the City (rider may be provided after approval).
2. A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
3. If selected, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.


 _____ 8, 27, 24
 Signature of Authorized Representative of Applicant Date

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



2025 Grant Application Response

How the grant will be?

Funds are needed for the expenses we have when it comes to many things such as food, drinks, games, prizes, art supplies, athletic equipment and items to keep the teens engaged. We also have standard bills such as water, power, internet, garbage and rent.

We use various tools to get the youth to interact with each other, have fun, and make friends. Often times they are hard on things, so we have to replace items regularly such as ping pong balls, paddles, pool sticks, game controllers, markers, dodgeballs, board games etc. The other challenge is keeping up with the latest trendy things that get them excited through challenges with raffle tickets and prizes. We're always looking for the latest "cool" thing that they like. We also provide gift cards for when they reach personal goals in sports, huge grade improvements, victory in overcoming addictions, helping us out with cleaning or running an event, or choose to sit down and "talk it out" in mediation when they have conflict with another student vs letting it get physical at school or on the street some place. In some instances, we have teens who don't have parents with any extra money for rewards like this or they don't live with their parents (one or both) or sadly, parents who seem to not care as much from their perspective.

We also fill random needs when we hear about a student who needs a hot meal outside of our operating hours for various reasons, a new bike tire, a pair of shoes, gift cards for haircuts or new scooter wheels. These things keep them active, healthy, fed and promote self-respect, image, and happiness which is crucial for teenagers.

We also supply hygiene items as well and everything is always free to the teens. We also use these things as tools to open doors to relationships where kids feel free to share how life is stressing them out or they feel overall depressed. Usually this gets better when get them out of their comfort zone of being just in their phones and get them active.

Who does the grant serve?

This grant will help us serve the Orting youth from middle & high school age and includes many home school and co-op students as well who live in the Orting School District.

The Haven is known to be an escape from stress at home, school, or both. We feel the best way to improve the overall mental health for the youth is to bring more fun into their life and get them into conversations and activities with others who enjoy mutual interests. And our big focus is doing so in real life since so much of their other time is spent online. So many teens have made new friends at the Haven and that's because the environment is welcoming, positive and fun!

What city facilities will you be requesting for usage with this grant?

N/A

Opportunity Center of Orting Inc
112 Train St SW | Po Box 1423 | Orting, WA 98360
Ph (360) 872-8252 | www.OrtingHaven.com



THANK
YOU

FOR HELPING
MAKE A
DIFFERENCE
IN THE LIVES
OF OUR
YOUTH



11:24 PM
08/27/24
Cash Basis

Opportunity Center of Orting, Inc
Profit & Loss
January through December 2023

	<u>Jan - Dec 23</u>
Ordinary Income/Expense	
Income	
43400 · Direct Public Support	13,224.23
43600 · Fundraising	1,754.00
47200 · Program / Event / Rental Income	13,398.00
47300 · Grants	26,128.21
Total Income	54,504.44
Cost of Goods Sold	
51000 · Card Service Fees	441.39
Total COGS	441.39
Gross Profit	54,063.05
Expense	
60900 · Business Expenses	1,408.09
62100 · Contract Services	611.60
62800 · Facilities and Equipment	
62850 · Facilities Maintenance	316.08
62870 · Property Insurance	1,238.16
62875 · Rent	24,000.00
62876 · Storage Unit Rent	540.00
62880 · Garbage	2,219.01
62885 · Internet / Phone	6,323.48
62890 · Electric / Gas	3,087.92
62895 · Water	1,921.06
Total 62800 · Facilities and Equipment	39,645.71
64000 · Program / Event Expenses	3,119.04
65000 · Operations	
65020 · Postage, Mailing Service	33.00
65040 · Supplies	2,746.64
65060 · Marketing & Advertising	1,168.01
Total 65000 · Operations	3,947.65
65100 · Other Types of Expenses	
65125 · Business License/ Fees	20.00
65130 · Bank Charges	10.26
65150 · Payroll Taxes	40.00
Total 65100 · Other Types of Expenses	70.26
Total Expense	48,802.35
Net Ordinary Income	5,260.70
Other Income/Expense	
Other Income	
70000 · Interest Income	3.50
Total Other Income	3.50
Other Expense	
80000 · Ask My Accountant	136.17
Total Other Expense	136.17
Net Other Income	-132.67
Net Income	<u>5,128.03</u>

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

DEPARTMENT OF THE TREASURY

Date: **MAR 28 2005**

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

Employer Identification Number:
91-2112227
DLN:
17053071719025
Contact Person:
TERRY KAYE ID# 31038
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

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

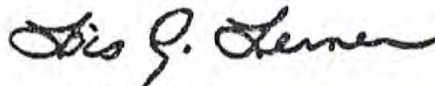
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of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

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

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

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Big J's Holiday Rental Agreement – Orting Station.	AB24-80	CGA		
		9.4.2024	9.18.2024	
	Department:	Administration		
	Date Submitted:	8.28.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	None.			
Submitted By:	Danielle Charchenko			
Fiscal Note:				
Attachments:				
SUMMARY STATEMENT:				
<p>Big J's Outdoor Store has hosted a week-long annual holiday sale during December at the Orting Station for the past 10+ years. Prior years the City's facility rental fee schedule was formatted as a full day or half day rental. Beginning in 2024 the City's facility rental fee schedule is structured for hourly rentals. This change has created a significant increase for a week-long rental. Prior years Big J's was being charged \$750 for the entire week. Charging an hourly rate would bring the rental fee to \$3,700.</p> <p>Big J's Outdoor Store is requesting that City Council considers entering into an annual rental agreement that would allow Big J's to host their annual sale during a set week in December at a flat rate.</p> <p>Staff recommends that City Council allows Big J's Outdoor Store to host their annual holiday sale the 3rd week of December for a flat rate of \$1,000.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward regular business meeting on September 25 th , 2024 as a consent agenda item.				
FUTURE MOTION: <u>Motion:</u>				
To approve the proposed rental agreement with Big J's for their annual holiday sale as presented.				



CITY OF ORTING

104 BRIDGE ST S, PO BOX 489, ORTING WA 98360
Phone: (360) 893-2219 FAX: (360) 893-6809
www.cityoforting.org

FACILITY RENTAL AGREEMENT

The City of Orting, Washington, a municipal corporation, hereinafter referred to as Lessor, hereby leases the Orting Station to the Big J's Outdoor Store, a local business, hereinafter referred to as the Lessee, under the following terms and conditions:

1. This lease shall be of the Orting Station building, located in the North Park at 101 Washington Ave N, Orting, WA 98360.
2. The term of this lease shall take place Monday, December 16th, 2024 through Sunday, December 22nd, 2024.
3. The leased property shall be used for the purpose of hosting the Big J's Outdoor Store annual holiday sale. It is understood that these activities are the private activities of the Lessee and not City sponsored or endorsed activities.
4. Lessee shall pay the sum of \$1,000.00 per year receipt of which is hereby acknowledged.
5. Lessee shall indemnify and hold Lessor harmless from any and all claims arising out of Lessee's use of said property including but not limited to attorney's fees, legal costs and claims for injury, damage, or otherwise.
6. Lessee shall obtain liability insurance with a limit of not less than \$1,000,000.00 and name Lessor as additional insured to cover potential claims arising out of Lessor's use of the leased property no later than two weeks prior to the rental date.
7. This lease shall commence on the date set forth as described in item number two and shall renew each year pending Council approval.
8. The lease may be terminated by either party upon ten (10) days written notice by either party. Notices to Lessor shall be sent to P.O. Box 489, Orting, WA 98360 c/o of the City Administrator. Notice to Lessee shall be sent to Big J's Outdoor Store, P.O. Box 2110, Orting, WA 98360.

Big J's Outdoor Store Signature

Date

City Administrator Signature

Date



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Budget Amendment.	AB24-81	CGA		
		9.4.2024	9.18.2024	
	Department:	Finance		
	Date Submitted:	7.16.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	N/A			
Submitted By:	Gretchen Russo			
Fiscal Note: See below.				
Attachments: Budget Ordinance No. 2024-1132				
SUMMARY STATEMENT:				
<p>The State of Washington levies a real estate excise tax (REET) upon most sales of real property. The City has also imposed .5 percent sales tax to cover the maintenance (.25 percent) and construction (.25 percent) of capital projects for street and parks projects.</p> <p>After December 31, 2023, the City is required to deposit REET revenue into a restricted fund.</p> <p>At year-end, the City will transfer the revenue deposited into these funds into the Parks and Streets fund to cover REET qualified expenditures. A budget amendment will be required to add one restricted fund – REET.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on September 25 th , 2024 as a consent agenda item.				
RECOMMENDED MOTION: <u>Motion:</u>				
To adopt Ordinance No. 2024-1132, amending Ordinance No 2023-1119 City of Orting 2024 Budget, Ordinance No 2024-1125 1st Budget Amendment, and amending Ordinance No 2024-1130 2 nd Budget Amendment and, providing for appropriation and expenditure of funds received in excess of estimated revenues; adopting various transfers; and providing for severability; and establishing an effective date.				



Memo

To: Mayor Penner, Deputy Mayor Gunther, Mr. Larson

From: Gretchen Russo, Finance Director

cc: CM Moore, CM Tracy, CM Sproul, CM Holland, CM Hogan, CM Koenig, Ms. Agfalvi

Date: July 16, 2024

Re: Real Estate Excise Tax (REET) Funding Report

The State of Washington levies a real estate excise tax (REET) upon most sales of real property. The City has also imposed .5 percent sales tax to cover the maintenance (.25 percent) and construction (.25 percent) of capital projects for Streets and Parks projects.

After December 31, 2023, the City is required to track REET dollars within a separate fund. A budget amendment will be required to add one restricted fund – REET.

At year-end, the City will transfer the revenue deposited into these funds to cover REET expenditures. All of the REET funding may cover Capital project expenditures but if the City wishes to use up to \$100,000 for maintenance expenditures, the City is required to meet the following four (4) conditions.

1. Demonstrate that the City has sufficient funds for capital projects listed on the TIP/CIP.

<u>Street Projects</u>		<u>Funding Source</u>
• SR 162 Pedestrian Bridge	\$5,000,000	State Funded
• Annual Pavement Preservation	\$175,000	2024 Street Rev: \$229,200 (excludes REET)
• ADA Compliance Annual Program	\$50,000	2024 Street Rev: \$229,200 (excludes REET)
<u>Parks</u>		
• Planning CIP	TBD	2024 Parks Rev: \$116,300 (excludes REET)
• Parks Master Plan-Design & Const	TBD	2024 Parks Rev: \$116,300 (excludes REET)

2. Identify how REET revenues were used by the City during the prior two-year period.

Fund	Project Title	2022		2023	
		REET 1	REET 2	REET 1	REET 2
Streets	ADA Compliance Plan	\$ -	\$ -	\$ -	\$ 64,985
Streets	Kansas Street SW Reconstruction Final Design (13.5% of total costs)	\$ -	\$ 10,246	\$ -	\$ 20,837
Streets	SR 162 Pedestrian Bridge	\$ -	\$ 208,160	\$ -	\$ -
Streets	SW Connector Design & ROW (13.5% of total costs)	\$ -	\$ 7,511	\$ -	\$ 6,909
Streets	Sidewalk Project	\$ -	\$ 42,702	\$ -	\$ -
Parks	Gratzer Park	\$ -	\$ 9,609	\$ -	\$ 28,417
Parks	Master Parks Plan	\$ -	\$ 31,322	\$ -	\$ -
Streets	Streets Maintenance	\$ 229,090		\$ 419,277	
Parks	Parks Maintenance	\$ 267,941		\$ 322,174	

3. Identify how REET 1 and REET 2 will be used and how authorized funds for the next two years.

Fund	Project Title	2024		2025	
		REET 1	REET 2	REET 1	REET 2
Streets	Whitehawk Boulevard Extension Design		\$ -		\$ 910,000
Streets	Kansas Street SW Reconstruction Final Design		\$ -		\$ 75,000
Streets	SR 162 Pedestrian Bridge		\$ 5,000,000		\$ 4,000,000
Streets	Annual Pavement Preservation Program		\$ 175,000		\$ 200,000
Streets	ADA Compliance Annual Program		\$ 50,000		\$ 65,000
Parks	Planning CIP		TBD		TBD
Parks	Parks Master Plan Design & Construction		TBD		TBD
Streets	Streets Maintenance	\$ 100,000		\$ 100,000	
Parks	Parks Maintenance	\$ 100,000		\$ 100,000	

4. Identify what percentage of funding for capital projects within the city is attributable to REET compared to all other sources of capital project funding.

Revenue by Fund	2022 Actual Revenue	2022 Capital Exp	2023 Actual Revenue	2023 Capital Exp
General Fund Revenues	\$ 4,477,626	\$ 149,734	\$ 4,838,501	\$ 284,539
Streets Revenues	\$ 300,747	\$ 381,703	\$ 459,264	\$ 306,292
Restricted REET 1 (Maintenance of CP)	\$ 315,699		\$ 71,643	
Restricted REET 2 (Capital Projects Only)	\$ 100,000	included above	\$ 71,643	included above
Cemetery Revenues	\$ 101,017	\$ 10,172	\$ 92,313	\$ 13,559
Parks Revenue	\$ 328,194	\$ 12,836	\$ 159,873	\$ 71,474
Restricted REET 1 (Maintenance of CP)	\$ 100,000	\$ -	\$ 71,643	
Restricted REET 2 (Capital Projects Only)	\$ 315,699	\$ -	\$ 71,643	
Restricted Parks Impact	\$ 19,929	\$ -	\$ -	
Tourism	\$ 846	\$ -	\$ 5,178	\$ -
TBD	\$ 4,654	\$ 36,616	\$ 12,282	\$ 9,538
Housing		\$ -	\$ 40,857	\$ -
Transportation Impact	\$ 53,305	\$ -	\$ 9,212	\$ -
Water	\$ 2,370,434	\$ 294,758	\$ 2,569,027	\$ 397,106
Wastewater	\$ 2,842,486	\$ 1,765,408	\$ 3,350,377	\$ 202,666
Storm	\$ 1,158,874	\$ 168,204	\$ 983,021	\$ 954,549
Total Revenue Sources	\$ 12,489,508.00	\$ 2,819,433.20	\$ 12,806,478.42	\$ 2,239,721.91

REET REV	\$ 415,698.50	\$ 143,286.90
All other REV	\$ 12,073,809.50	\$ 12,663,191.52
Percentage of REET to all other sources	3%	1%

As of December 31, 2023, the City has restricted \$344,197.85 in the Parks fund for Capital Projects (REET 2.) All other REET funds have been fully expended.

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2024-1132

AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON, AMENDING ORDINANCE NO. 2023-1119, AMENDING THE CITY OF ORTING 2024 BUDGET, PROVIDING FOR APPROPRIATION AND EXPENDITURE OF FUNDS RECEIVED IN EXCESS OF ESTIMATED REVENUES; ADOPTING VARIOUS TRANSFERS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Washington State law, Chapter 35A.33 RCW provides for the annual adoption of the City’s budget and provides procedures for filing of the proposed budget, deliberations, public hearings, final fixing, and any subsequent adjustments to the budget; and

WHEREAS, the City Council adopted the 2024 budget pursuant to Ordinance No. 2023-1119 and Budget amendment pursuant to Ordinance No. 2024-1125 and Ordinance No. 2024-1130; and

WHEREAS, the expenditures as classified and itemized in the adopted budget as amended constitute the City's appropriations for the ensuing fiscal year provided that the budget Ordinance may be amended by ordinance to provide for appropriation and expenditure of funds received in excess of the estimated revenues during the calendar year; and

WHEREAS, the City has received funds that are in excess of the estimated revenues for the 2024 budget year and desires to amend the 2024 budget to provide for the appropriation and expenditure of said funds; and

WHEREAS, this amendment to the 2024 budget could not have been reasonably foreseen during budget development; and

WHEREAS, the Council finds that the amendments authorized by this Ordinance are consistent with applicable laws and financial policies, and further the public’s health, safety and welfare;

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

Section 1. Amending 2024 Budget, Exhibit A Summary of Expenses & Beginning Fund Balance. The Summary of Expenses & Beginning Fund Balances amended as shown in Exhibit A.

Section 2. Corrections. The City Clerk is authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, Ordinance numbering, section/subsection numbers and any references thereto.

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

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 25th DAY OF SEPTEMBER, 2024.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

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

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.:
Date of Publication:
Effective Date:

2024 Budget, Exhibit A
 Summary of Expenses &
 Beginning Fund Balance

<u>Fund</u>	<u>Beginning Fund Balance</u>	<u>2024 Budget</u>
General Fund	\$4,700,000.00	\$6,267,892.24
City Streets	\$350,000.00	\$10,087,958.16
Cemetery	\$55,000.00	\$89,748.78
Parks Department	\$620,000.00	\$480,071.06
Tourism Fund	\$20.00	\$9,000.00
TBD	\$240,000.00	\$240,000.00
Police Department Drug	\$0.00	\$1.00
Housing	\$1,200.00	\$130,000.00
REET	\$0.00	\$850,000.00
Transportation Impact	\$400,000.00	\$405,000.00
Water	\$3,400,000.00	\$4,083,936.37
Water Resource Recovery	\$9,500,000.00	\$3,539,906.38
Stormwater	\$2,900,000.00	\$3,226,686.70
Cemetery Perpetual Fund	\$533,347.00	\$0.00
Skinner Estate Fund	\$480,888.00	\$2,000.00
<u>Total Appropriations</u>	<u>\$23,180,455.00</u>	<u>\$29,412,200.70</u>



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Capital Assets Policy.	AB23-82	CGA		
		9.4.2024	9.18.2024	
	Department:	Finance		
	Date Submitted:	8.9.2024		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Gretchen Russo			
Fiscal Note: None				
Attachments: Draft Capital Asset Policy				
SUMMARY STATEMENT: The current Capital Assets Policies and Procedures was adopted in 2012. Changes include: <ul style="list-style-type: none"> • Physical inventory instructions were added. • Recommendation to increase small and attractive threshold from \$500 to \$700. 				
RECOMMENDED ACTION: <u>Action:</u> To move forward to regular business meeting on September 25 th , 2024 as a consent agenda item.				
RECOMMENDED MOTION: <u>Motion:</u> To amend Capital Asset Policy as presented.				

City of Orting

Capital Assets Policies And Procedures

September 2024
~~August 2012~~

CITY OF ORTING

CAPITAL ASSETS POLICY ~~IES AND PROCEDURES~~

Purpose

This policy is established to provide guidelines to ensure adequate stewardship over City resources through control and accountability of capital assets, and to collect and maintain complete and accurate capital assets information required for preparation of financial statements in accordance with generally accepted accounting principles.

Reference

Specific requirements of the Washington State Auditor's Office are contained in *Budgeting and Reporting System* (BARS) Volume 1, Part 3, Chapter 7, which will be applied by the City as relevant. In addition, the federal government has issued property management requirements which apply to all governments that receive federal assistance. Each federal agency has published a Federal Agency Implementation of the Common Rule which will be adhered to as applicable. The policies and procedures contained in this policy are not intended to and may not supersede federal, state or local laws.

Definitions

"Assets" - All land, buildings, improvements, infrastructure, works of art and historic collections and equipment purchased, donated, constructed, or acquired by the City.

"Capital Assets" - Land of any value; artwork and historic collections of any value; improvements and infrastructure; buildings, their furnishings, fixtures, and furniture; equipment, machinery, vehicles, and tools, with a value of \$5,000 or more for non-infrastructure or \$10,000 or more per item for infrastructure, and having a useful life exceeding one year from the date of acquisition.

"Control" - Being in charge of, and having the authority to manage the asset. Having the custodial responsibility of the asset that includes, but is not limited to the caring, keeping, safekeeping and protecting the asset.

"Infrastructure" - Roads, bridges, sidewalks, water lines, sewers, drainage systems, and the like.

"Inventory" - The process of physically confirming the existence and location of capital assets.

"Small and Attractive Assets" - small and attractive assets are those assets that are particularly at risk or vulnerable to loss and cost less than \$5,000. Departments have discretion in defining small and attractive assets in many instances; however, departments must include, at a minimum, the following assets with unit costs of ~~\$500~~ \$700 or more as *small and attractive*:

- Communications Equipment; both Audio and Video
- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Range finders
- ~~Cameras and Photographic Projection Equipment~~
- Microcomputer Systems, Laptop and Notebook Computers
- ~~Other data processing Accessory Equipment and Components (Scanners, Data Displays, etc.)~~
- ~~Office Equipment~~
- ~~Stereos, Radios, Television Sets, Tape Recorders, DVD players, VCRs, and Video Cameras~~

Applicability

This policy applies to all departments of the City of Orting. The term "Department" is defined to include every city office, officer, and every department, division, board and commission.

Department responsibilities

Departments are responsible for protecting and controlling the use of City assets assigned to their department. The department head or their designee are to be responsible for maintaining and safeguarding the department's capital assets and small and attractive assets. Any time an asset is added, deleted, or transferred, the Department Inventory Officer will complete an Asset Control Sheet which will be submitted to the Finance Department with the related documentation.

Capitalization Threshold

All non-infrastructure assets with a cost of \$5,000 or more, and infrastructure additions where individual items cost \$10,000 or more, will be capitalized. Although *Small and Attractive Assets* (assets costing less than \$5,000) do not meet the city's capitalization threshold, due to ease of conversion to private use, they are considered assets for purposes of marking and identification, records keeping, and tracking.

Improvement/Repair/Maintenance Expenses

Routine repair and maintenance costs will be expensed as they are incurred and will not be capitalized. Major repairs will be capitalized if they result in betterments/improvements. To the extent that a project replaces the "old" part of a capital asset, outlays will not be capitalized; and to the extent that the project is betterment/improvement, outlays will be capitalized.

When the cost of improvement is substantial or where there is a change in the estimated useful life of an asset, ~~depreciation charges for future periods~~ will be revised based on the new book value and the new estimated remaining useful life. No adjustment will be made to prior periods.

Additions

The city may acquire property via purchase, construction, donation, or lease. Capital assets shall be capitalized and purchased from a capital (60's) **BARS** line of either:

- 61 - Land and Land Improvements;
- 62 - Buildings and Structures;
- 63 - Other Improvements;
- 64 - Machinery & Equipment;
- 65 - Construction of Capital Assets.

When a capital asset is purchased, the department will send a copy of the invoice to the Finance Department for payment. The Finance Department will identify those assets that meet the capitalization requirements. Finance will assign a unique inventory control number to the asset, assign an inventory ID tag number, if applicable, and will prepare an Asset Control Sheet (Attachment A) which will be sent to the department to complete. When the Asset Control Sheet and ID tag are received by the department, the department designee will immediately affix the ID tag to the asset, complete and sign the Asset Control Sheet, and return the completed form to Finance. Finance will then update the capital asset system with the information from the asset control sheet.

Whenever feasible, each piece of property will be affixed with an inventory ID tag identifying the capital asset as the property of the City of Orting, and including city identification number. Departments may determine where to place the tag on the capital asset. However, the identification and control number should be located on the principal body of the asset, rather than a removable part. Such tag will be removed or obliterated only when the item is sold, scrapped, or otherwise disposed of. Should the inventory ID tag be removed or defaced, the item shall be assigned a new inventory ID tag, and the new number recorded in the capital assets database.

Occasionally, it will be impractical or impossible to mark some inventorial capital assets according to these standards. For example, do not tag if the capital asset:

- Is stationary in nature and not susceptible to theft (such as land, infrastructure, buildings, improvements other than buildings, and leasehold improvements);
- Has a unique permanent serial number that can be used for identification, security and inventory control (such as vehicles);
- Would lose significant historical or resale value by being tagged; or
- Would have its warranty negatively impacted by being permanently marked;

In these cases, the identification tag is not required, and the department is to apply alternative procedures to inventory and identify such assets.

Deletions

Asset deletion may be required due to the sale of the asset, scrapping, lost or stolen items, or involuntary conversion (fire, flood, etc). Due to the monetary value, capital assets deleted from the capital asset system for any reason require authorization from the City Council.

Disposal

Disposal of capital assets may occur only after being declared surplus by the City Council.

Disposal will be made in whichever manner is determined to be most cost effective for the City. This may include sale, disposal, conversion, or any other means as approved by the City Council in the surplus declaration.

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program, disposition of the equipment will be made as follows:

- 1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
- 2) Items of equipment with a current per-unit fair market value of \$5,000 or more may be retained, sold or otherwise disposed of only as authorized by the awarding agency.

In the event the City is provided federally owned equipment:

- 1) Title will remain vested in the federal government.
- 2) The City will manage the equipment in accordance with federal agency rules and procedures, and submit an annual inventory listing.
- ~~3~~) When the equipment is no longer needed, the City will request disposition instructions from the federal agency.

Lost or stolen property

When suspected or known losses of capital assets or small and attractive items occur, departments should conduct a search for the missing property. The search should include transfers to other divisions or departments, storage, scrapping, conversion to another asset, etc.

If the missing property is not found:

- Notify the inventory control officer and department head.
- Have the individual deemed to be primarily responsible for the asset, as well as that individual's supervisor, complete and sign a statement to include a description of events surrounding the disappearance of the property, who was notified of the loss, and steps taken to locate the property.
- Finance will report known or suspected losses of assets to the State Auditor's office in accordance with RCW 43.09.185, and a copy of the report will be provided to the Mayor, City Administrator, and City Council.
- Finance will remove the lost or stolen property from the department's inventory and accounting records where applicable.

Transfers

Occasional transfers of property between departments, individuals within a department or funds may occur. The original controlling department is accountable for all assets in its inventory and for initiating a notice of transfer. Interdepartmental transfers involving a proprietary fund (i.e. Surface Water) require a transfer of money. The sale price will be fair market value, which may result in a gain or a loss on sale of capital assets.

Modifications

Larger assets such as major pieces of equipment, water or sewer lines, and many buildings are often modified to increase their lifetime or usefulness. Modifications may include partial additions or deletions, major repairs (new engine for fire truck), or component replacement (new roof, heating system, etc.). Several vouchers may be prepared for the modification as the work is in progress. Therefore, it is very important to notify the Finance Department that modifications are coded as capital outlay and when it is given to accounts payable for payment. The inventory number should be included on the voucher of the equipment; building or other structure reflecting what is being modified.

Inventory

A physical inventory will be conducted at least once every year. By January 31st of each year, the Finance Department will supply each ~~department~~ ~~depalement~~ with an inventory worksheet of all capital assets and small and attractive items under their control as of December 31st of the prior year. Each department will conduct a physical inventory of the items, verifying the existence and condition of each item on the worksheet, and making note of any additions, deletions, interdepartmental transfers, modifications, or leases of property that are not reflected on the list. The final list will be reviewed and signed by the department head, and returned to the Finance Department by February 28th of every year. Verification of the inventory shall be done annually by the Finance Department by performing a sampling of the physical inventory of the items.

In order to ensure objective reporting of inventory items, personnel having no direct responsibility (custody and receipt/issue authority) for the assets should perform the physical inventory. If it is not feasible to use such personnel for all or a part of the inventory, then those portions are; at least, to be tested and verified by a person with neither direct responsibility for that portion of the inventory nor supervised by the person directly responsible. Departments are encouraged to exchange and use personnel from other departments to perform their inventory if possible.

Physical inventory instructions

Department staff conducting the physical inventory will forward any questions to the Finance Department. The Finance Department will provide a copy of the current inventory list. This report will be used to document the condition and status of the item (found, missing etc.)

Once this report has been completed, the employee who conducted the physical inventory will sign and date it and then will submit the document to the Finance Department for reconciliation.

~~Written physical inventory instructions will be documented and distributed to each person participating in the inventory process. The instructions will describe:~~

- ~~• How and where to record each item;~~
- ~~• What information to record;~~
- ~~• What to do when they have a question;~~
- ~~• What procedures to follow when they finish their assignments;~~
- ~~• What procedures to follow when equipment is located but not listed;~~
- ~~• The procedure by which the person counting the assets attests to the accuracy of the count, such as by signing his or her name at the bottom of each inventory page, or signing a cover page for a group of pages sorted by another method (batches, location, equipment type, etc.), and~~

- ~~How to record assets not being used or in an obviously unserviceable condition. Such information is to be used to schedule repair or disposition of such assets.~~

Physical inventory reconciliation

After the physical inventory count is completed, the Finance Department inventory officer is to will conduct the reconciliation process. Only when all differences have been identified and explained, is the inventory considered reconciled. Departments should conduct the following steps during the reconciliation process:

- Search the inventory lists to determine whether inventory noted during the count as unrecorded is, in fact, listed on another portion of the inventory.
- Enter unrecorded assets into the inventory system as soon as possible after discovery.
- If a significant number of unrecorded assets are located, a major problem with the asset recording procedures may exist. The Finance Department will work with departments to determine why the problem is occurring and how to correct it. ~~The department inventory officer should contact the Finance Department for assistance in determining why the problem is occurring and how to correct it.~~
- Conduct a search in an effort to locate missing assets.
- For assets not located, follow the lost or stolen property procedures in this policy.

After the inventory is reconciled, the Finance Department will department inventory officer is to certify the inventory report with a date and signature of completion. ~~reconciliation with a statement and signature that it is correct and report this to the supervisor. If the certification cannot be made, the inventory officer is to disclose that fact and the supervisor is to determine the appropriate course of action.~~

Retaining physical inventory records

The certification, together with the reconciliation and the inventory listing, serves as the support for the inventory balance and for accounting adjustments, if any, and must be retained by the Finance Department. The documentation will be retained in accordance with the approved records retention schedules. At a minimum the asset records must be retained until after the next annual audit.

Small and Attractive Assets Procedures

Small and attractive assets shall be expensed and purchased from either a small tools and equipment (35) BARS line or a (33) non-inventory operating supplies.

All small and attractive assets shall be tracked and recorded in a database by each department in control of those assets.

Annually each department will have the small and attractive asset inventory listing under their control verified by the Finance Department on a sampling basis.

Small and attractive assets may not be transferred, traded, sold, auctioned, gifted, surplus, or discarded without authorization from the Finance Department.

Valuation of Capital Assets

Capital assets shall be valued at cost - including any ancillary charges necessary to place the asset in its intended location and condition for use. However expenses which do not add to the utility of an asset shall not be capitalized. For example, an expenditure to repair a piece of equipment that was damaged during shipment should be expensed.

Values will be determined in the following manner:

Purchased Assets

Historical costs including taxes (e.g., sales taxes), and all appropriate ancillary costs less any discounts or rebates. If the historical cost is not practicably determinable, estimated cost will be used.

Land

The capitalized value of land includes the purchase price plus costs such as legal fees, fill, and any excavation costs incurred to put the land in condition for its intended use. If land is acquired by gift, the capitalized value will reflect its appraised or fair market value at the time of acquisition.

Equipment

Furniture, fixtures, or other equipment should be classified as equipment. Since they are not an integral part of a building they are not considered capital improvements. The cost for this asset type should reflect the actual or estimated cost of the asset, including the cost of an extended maintenance/warranty contract if the contract is purchased at the same time (or soon thereafter) as the capital asset.

Infrastructure

In accordance with the Governmental Accounting Standards Board Statement Number 34, acquisitions of capital assets defined as *infrastructure* which meet the City's capitalization policy are to be capitalized.

Self-Constructed Assets

All direct costs associated with construction and management costs associated with a construction project will be capitalized.

Construction in Progress

Construction in Progress will be closed out and the costs capitalized when a project is substantially complete, accepted, and placed into service. Depreciation will not be applied to construction in progress.

Donated Assets

Donated assets will be recorded at the fair market value at the time of acquisition plus all appropriate ancillary costs. If the fair market value is not determinable due to lack of sufficient records, estimated cost will be used.

Improvement, Repair and/or Maintenance Expenditures

Routine repair and maintenance costs will be expensed as they are incurred. Extraordinary repairs, betterments or improvements will be capitalized if they increase future benefits from an existing capital asset beyond its previously assessed standard of performance. Increased future benefits typically include an extension in the estimated useful life of the asset or an increase in the capacity or efficiency of an existing capital asset.

Replacements

For building, improvements other than buildings, and equipment the cost of outlays that replace a part of another capital asset will be capitalized when the cost of the replacement is \$5,000 or more **and** at least 10 percent of the total replacement value of the asset, or \$100,000, whichever is less.

Example:

A \$9,000 replacement of a heating boiler in a building having a replacement value of \$120,000 would not be capitalized. In this case \$9,000 is not at least 10 percent of the building's replacement value. Had the building's replacement value been less than \$90,000, the \$9,000 boiler replacement would have been capitalized.

1. Improvement cost exceeds \$5,000
2. Building cost is greater than \$100,000
3. Improvement is < 10% of replacement

EXCEPTIONS to this policy are:

- Replacement roof coverings are not capitalized unless the replacement extends the useful life of the building.
- Replacement floor coverings and window coverings are not capitalized.
- Costs to remodel (convert) a building to a different use, where the remodeling does not extend the useful life of the structure itself, are not capitalized.

After replacing a part of another asset, the capitalized value will be reassessed. The City uses a cash basis but tracks capital asset costs with our insurance asset list. ~~capitalized value and the associated accumulated depreciation of the replaced item will be removed from the accounting records, and the costs of the replacement will be capitalized.~~

In the case of capital outlays that are partly replacements and partly betterments/improvements, to the extent that the project replaces the "old" part of a capital asset, outlays will not be capitalized; and to the extent that the project is betterment/improvement, outlays will be capitalized. When the distinction between replacement and betterment/improvement is not easily determinable, the City will expense the entire cost of the project. When the cost of improvement is substantial or where there is a change in the estimated useful life of an asset, the assets market value and estimated remaining useful life may be revised. ~~depreciation charges for future periods will be revised based on the new book value and the new estimated remaining useful life.~~

Ancillary Costs

Normally, ancillary costs will be included in the cost of a capital asset. However, minor ancillary costs, not measurable at the time a capital asset is recorded, are not required to be capitalized.

Ancillary costs for *Land* include:

- Legal and title fees;
- Professional fees of engineers, attorneys, appraisers, financial advisors, etc.;
- Surveying fees;
- Appraisal and negotiation fees;
- Damage payments;
- Site preparation costs; and
- Costs related to demolition of unwanted structures.

Ancillary costs for *Infrastructure* include:

- Professional fees of engineers, attorneys, appraisers, financial advisors, etc.;
- Survey fees;
- Appraisal and negotiation fees;
- Damage payments;
- Site preparation costs; and
- Costs related to demolition of unwanted structures.

Ancillary costs for *Buildings* and *Building Improvements* include:

- Professional fees of architects, engineers, attorneys, appraisers, etc.;
- Damage payments;
- Costs of fixtures permanently attached to a building or structure;
- Insurance premiums, interest, and related costs incurred during construction; and
- Any other costs necessary to place a building or structure into its intended location and condition for use.

For furnishings, equipment, or other capital assets;

- Transportation charges,
- Sales tax,
- Installation costs; and
- Extended maintenance/warranty contracts or any other normal or necessary costs required to place the asset in its intended location and condition for use.

Depreciation of Capital Assets

The City uses a cash basis but tracks the condition and age of Capital assets. Depreciation is not calculated and booked within the accounting system.

~~The following shall be considered when recording depreciation:~~

- ~~1) Except for land and artwork, all capital assets will be depreciated. For quarries, timberlands, and mineral rights, depletion expenses must be recorded.~~
- ~~2) Scrap value will be ignored in establishing the amount to depreciate.~~
- ~~3) Depreciation will be based on a reasonable estimate of expected useful life; that is, the number of years, miles, service hours, etc., that the City expects to use that asset in operations. An asset that is surplus or that is held for possible future use is an investment and will not be depreciated.~~
- ~~4) Depreciation will be calculated using the straight-line method. In straight-line depreciation, the cost of the asset is pro-rated over the estimated useful life of the asset.~~
- ~~5) Depreciation will be based on the entire cost of the asset, including any amounts contributed or donated.~~
- ~~6) Depreciation charges will be made for each full calendar month that an asset is in service.~~
- ~~7) If it is determined that there is a need to revise the expected useful life of an asset, any such change will be applied prospectively; that is, the rate will be recalculated based on the remaining useful life at the time of the revision, and the new rate will be applied in the present and future accounting periods.~~
- ~~8) No changes will be made to financial records of previous years for revised estimates.~~
- ~~9) Depreciation will generally begin when an asset is purchased or completed. However, if it is not placed into service immediately, depreciation should begin when the asset is placed into service or otherwise begins to lose value.~~

Useful Life Schedule for Capital Assets

The following chart provides guidance on determining the useful life of capital assets.

<u>5 years</u>	<u>Computing Equipment - \$5,000 or more per unit</u>
<u>5 years</u>	<u>Office Equipment – \$5,000 or more per unit</u>
<u>7 years</u>	<u>PD Vehicles – 80,000 miles</u>
<u>10 years</u>	<u>Police Admin/Detective Vehicles – 100,000 miles</u>
<u>10 years</u>	<u>Scientific & Technical Equipment</u>
<u>10 years</u>	<u>Shop Machinery and Tools - \$5,000 or more per unit</u>
<u>10 years</u>	<u>Furniture and Fixtures - \$5,000 or more per unit</u>
<u>15 years</u>	<u>Other Vehicles – 120,000 miles</u>
<u>15 years</u>	<u>Heavy Equipment - \$5,000 or more per unit</u>
<u>15 years</u>	<u>All other Equipment - \$5,000 or more per unit</u>
<u>20 years</u>	<u>Water and Sewer Systems, Vales etc.</u>

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~~Assets will be depreciated over their estimated useful life as specified in the Useful Life Schedule provided in Attachment B.~~



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Legislative Priorities 2025.	AB24-83	CGA, PS		
		7.3.2024 9.4.2024		
	Department:	Administration		
	Date Submitted:	6.26.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:	Scott Larson			
Fiscal Note:				
Attachments:				
SUMMARY STATEMENT:				
<p>The committees are considering legislative priorities related to the 2025 legislative session. Attached are the Public Safety legislative priorities, along with the AWC Legislative Priority Committee’s (LPC) draft priorities, and the city’s 2024 Legislative Priorities. Staff recommend that council provide feedback on proposed priorities, as well as identify any further areas that should remain or be surfaced for the next session.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Discussion and identify any further policy development specific to CGA.				
FUTURE MOTION: <u>Motion:</u>				
None.				



City of Orting Legislative Priorities 2024

1. Allowing additional felonies to be eligible for pursuits. We have received concern from our law enforcement teams that people who have committed crimes know that they can not be pursued and elude law enforcement when traffic stops are attempted, which creates a dangerous situation on our streets of creating an incentive to drive extremely hazardously by suspected criminals. Increasing the ability of our law enforcement to pursue will help mitigate some of this behavior by alleged criminals.
2. Addressing property crime and vehicle theft. Property crimes and vehicle thefts have increased over the last several years substantially. Part of this problem is related to changes in pursuit law, and other causes are related to the ability to prosecute and jail suspected criminals. More resources are needed to manage this problem.
3. Providing additional resources for CJTC academies. Since the pandemic, many law enforcement officers have retired or left the profession necessitating more individuals requiring training to become officers. The current resources devoted to the CJTC academy is inadequate to address the current need. The legislature needs to devote more resources to training new officers to bring onto our law enforcement teams.
4. Requesting funding from our legislators to assist with the design and relocation of two water utility facilities impacted by WSDOT fish passage projects on HWY 162
5. WSDOT transportation policy: the current WSDOT policy about expanding facilities is in conflict with the growth management act. WSDOT needs to provide revised guidance to recognize that transportation facilities are needed to accommodate planned growth especially in areas that are not dense enough for public transit or other multimodal options.

1) Retention and Recruitment Funding from the State

2022 was the 13th consecutive year that Washington State had the fewest number of law enforcement officers per capita, ranking 51st in the nation according to FBI data. Washington is falling further behind, with a net loss of 565 officers in the past two years alone. Having too few officers has direct impacts on preventing crime, limits de-escalation, and increases the likelihood of the use of force. Washington relies too much on the use of mandatory overtime, resulting in tired officers running call to call. De-escalation requires teaming up and slowing down.

Solution:

Urge elected officials to secure ongoing state funding to retain current officers and recruit and retain additional law enforcement officers.

2) Juvenile access to attorney

The 2021 Legislature enacted HB 1140, which requires law enforcement officers to connect a juvenile with an attorney prior to any waiver of constitutional rights. This law fails to recognize the constitutional rights of juveniles, the role of parents/guardians, and has prevented juveniles from providing exculpatory information to law enforcement officers. Further, this law had led to fewer opportunities to divert from arrest. Data comparing adult and juvenile arrests for 2021 and 2022 show that juveniles arrests increased 35%, compared to only a 6% increase in adult arrests.

Solution:

1. Allow juveniles to provide an exculpatory statement;
2. Clarify that juvenile victims and witnesses are not required to consult an attorney before cooperating with law enforcement; and
3. Prohibit telephonic attorneys from asserting or waiving a juvenile's rights without the juvenile's consent.

3) Increased state support/resources for crime labs

The Washington State crime lab takes in more evidence submitted by Police Departments than it can process; creating a bottleneck and causing significant delay's in returning evidence and lab results to requesting agencies. These delays prevent law enforcement agencies from providing timely service to their communities and deprive victims of the justice they seek.

Solution:

Urge the state to allocate more resources and funding to crime labs.

Legislative Priorities Committee adopted recommendations to the AWC Board of Directors for the 2025 Legislative Agenda

Priority Issues

1. Fiscal Sustainability

- Revise the property tax cap to tie it to inflation, up to 3%, so that local elected officials can adjust the local property tax rate to better serve their communities.

2. Public Safety

- Support efforts to prevent and address juvenile crime, including expansion of juvenile behavioral health treatment capacity and state correctional capacity.
- Enhance officer training through continued state funding of 100% of Basic Law Enforcement Academy (BLEA) costs; and expansion of existing regional academies and establishing new regional academies; and replacement the outdated Criminal Justice Training Center (CJTC) main facility.
- Increase funding to meet local public safety needs including additional direct state funding opportunities and enhancing the existing local public safety sales tax and allowing for councilmanic implementation.
- Support creation of programs designed to improve law enforcement retention, such as state supported law enforcement officer wellness and injury prevention programs.

3. Infrastructure investment

- Advocate for direct and meaningful investments in traditional local infrastructure (such as drinking water, wastewater, and stormwater systems) for operations and maintenance of aging systems, including expanded and reliable funding for the Public Works Assistance Account.
- Support sustainable state transportation revenue that provides funding for local preservation, maintenance, and operations including direct distributions to cities and town in addition to grant opportunities.
- Develop new fiscal tools to build infrastructure to support housing development and growth including increased funding for the Connecting Housing and Infrastructure Program (CHIP).
- Expand cities' ability and flexibility to use REET for additional capital needs including maintenance as well as to support affordable housing. Pursue other flexibility options including additional REET authority, harmonizing REET 1 & 2, and the ability to set a progressive rate model similar to the one the state has adopted.

4. Increase behavioral health treatment capacity statewide

- Expand funding for grants to establish and support ongoing funding for local behavioral health crisis co-responder programs. Support additional training and certification and workforce development for co-responders.
- Seek increased investments in community behavioral health treatment funding – both capital start-up and operational expenses; support expansion of continuum of treatment capacity, from crisis stabilization to inpatient to outpatient; support

continued expansion of forensic behavioral health treatment capacity; support additional mental health support for students

Significant Issues

1. Indigent defense

- The State Supreme Court is considering new reduced case load standards for indigent defense. Cities support a separate and more detailed analysis of the current state of indigent defense for misdemeanor cases to determine what changes in the standard are warranted. Cities also seek enhanced state funding for indigent defense.

2. Organized retail theft

- Support additional prosecutorial and law enforcement resources to address retail theft.

3. Increasing housing supply

- Support Real Estate Transfer Tax dedicated to funding affordable housing.
- Explore new funding options for needs along the housing continuum, including home ownership and senior housing
- Explore dedication of existing revenues to housing purposes including insuring that funding is available for small and medium-sized cities and towns in both eastern and western Washington.

4. Incentivize condominium construction

- Work with coalition to support further progress in the development of condominiums. Seek a study of liability issues to develop recommendations to address barriers to construction of new condominiums.

5. Preserve manufactured home parks

- Advocate for more funding to support tenant acquisition of manufacture home parks including extending the existing 70-day purchase window.
- Expand CHIP program to cover septic conversions in parks.

6. Fish passage

- Support inclusion of local fish barrier correction investments in any state transportation investments.
- Support full funding of Brian Abbott Fish Barrier Board list.

7. Homelessness response

- Support encampment resolution work in cities and private lands. Advocate for increased state funding for encampment removal on local right of ways.
- Support increased state investment in emergency and transitional housing.

8. Product stewardship for packaging (WRAP Act)

- Support proposals to establish a product stewardship framework for packaging to reduce the impact on local solid waste programs.

9. Reduce city liability exposure

- Protect against liability expansion and new policies that would drive additional claims and litigation increasing costs especially in the area of law enforcement and public safety, and human resources.

- Explore tort reforms that would reduce liability and related costs for cities particularly in the area of traffic related claims.

10. Public records

- Continue to pursue updates to the Public Records Act (PRA) to reduce the impacts of vexation litigation.

11. Nutrient General Permit

- Continue effort to gain state support for investments to update Marine Dissolved Oxygen Criteria last set in 1967.

12. Increase availability of affordable and accessible childcare

- Support efforts to increase affordable childcare access statewide, including reducing barriers for providers; construction of new facilities, increasing workforce development, increasing access for state subsidized childcare slots, and efforts to increase childcare availability in rural areas.

Support issues

1. Tax code structural changes

- Support efforts to review and revise both state and local tax structures such that they rely less on regressive revenue options. Changes to the state tax structure should not negatively impact cities' revenue authority and should allow cities revenue flexibility to address their community's needs.

2. Therapeutic Courts, Community Courts, Diversion Programs

- Support continued and expanded operational grant funding, as well as dedicated ongoing operational funding for municipal therapeutic courts, community courts, and diversion programs.

3. Gun Violence

- Support efforts to reduce gun violence including additional local options for regulation of firearms in certain public spaces.

4. Behavioral health workforce

- Support efforts to increase behavioral health workforce, including additional training opportunities for co-responders.

5. B&O Tax on royalties

- Support clarification of how to apply B&O taxes to business revenue related to royalties.

6. Asylum seeker and migrant assistance

- Advocate for support for additional assistance for arriving migrants and asylum seekers including centralize state efforts to provide case management resources. Support efforts to reduce impacts on cities that are experiencing high-numbers of unsupported asylee and migrant arrivals.

7. Balancing employee leave and benefits requirements

- Seek opportunities to balance costs and reduce unintended impacts on employers from expansion of leave laws and other proposed employee benefit enhancements.

8. Public meetings

- Explore Open Public Meeting Act (OPMA) updates to help address the trend of increasing disruptive activities and hate speech during public meetings.

9. Emergency management and response

- Expand support to cities for prevention, planning, response, and recovery for wildfire and other natural disasters.
- Provide 100% reimbursement to cities that provide fire fighting support for state wildland fire deployments. Currently, the state only provides 70-75% reimbursement which disincentivizes city fire service participation.

10. First responder mental wellness

- Support efforts to increase programs to improve first responder mental well-being and evaluate current approach to workers compensation claims to focus on prevention and return to work options and reduction of PTSD claims. Evaluate the process for responding to PTSD claims to improve outcomes.

11. Elections

- Support policies that preserve community decision-making and input regarding how local elections are administered.

12. Increase digital equity and accessibility statewide

- Advocate for statewide funding that supports affordable connectivity.
- Support policies that increase digital literacy and adoption.

13. Electrical grid stability

- Support policies that enhance stability and productivity of the electrical grid as electrification of transportation and other arenas increases demand.

14. Increase tools for annexation

- Create new financial incentives to encourage municipal annexations

15. Ensure better coordination of development standards in unincorporated UGAs and cities to facilitate future annexations

- Require county to apply city development standards in unincorporated UGA to facilitate future annexations.

16. Amend the Involuntary Treatment Act (ITA)

- Explore efforts to reform the Involuntary Treatment Act to allow for expanded use of ITA holds for individuals who consistently refuse necessary treatment.

17. Firefighter safety and electrification response

- The increase in electrification including electric vehicles (EV) and electric storage systems (ESS) as created new challenges for the fire service. Support efforts to provided new and increased training on best practices for responding to EV and ESS fires.

18. State Crime Lab

- Increase resources for the state crime lab to ensure timely processing of evidence.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Sourcewell Cooperative Purchasing Agreement.	AB23-85	CGA		
		9.4.2024	9.18.2024	
	Department:	Finance		
	Date Submitted:	7.16.2024		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Gretchen Russo			
Fiscal Note: None				
Attachments: Sourcewell Cooperative Purchasing Agreement				
SUMMARY STATEMENT:				
<p>State law (RCW 39.26.060) provides a method to purchase goods or services using an interlocal agreement.</p> <p>Cooperative purchasing saves time and purchasing costs through ready-to-use, competitively solicited contracts. This specific purchasing cooperative agreement would provide access to multiple contracts to include office supplies, technology products, copiers & printers.</p> <p>This interlocal agreement is an automatic renewal and would remain effective until terminated by the City.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on September 25 th , 2024 as a consent agenda item.				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve the Omnia Partners Purchasing Cooperative Agreement for City purchasing as presented.				

Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b).

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program master agreements with awarded Suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose for any purchase through a Supplier. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell master agreements, Participating Entity and Supplier will execute a Transaction Document(s) as mutually agreed. Participating Entity will be responsible for all aspects of its purchase, including ordering, inspecting, acceptance, payment, and any other

material terms as negotiated directly with Supplier.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity’s completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other Party.

2.6 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.7 Sourcewell’s Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.8 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective January 1, 2024.

Sourcewell:

DocuSigned by:
By Greg Zylka
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 1/22/2024 | 8:34 PM CST

Participating Entity:

By _____
Authorized Signature – Signed

By _____
Name – Printed
Title _____
Date _____

DocuSigned by:
By Linda Arts
Authorized Signature – Signed

By Linda Arts
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 1/23/2024 | 2:01 PM CST

Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name* _____

Address* _____

City* _____

State Code* _____ Zip Code* _____

Country* _____

Employer Identification Number _____

Website _____

Contact person* (First, Last) _____

Job Title* _____

Email completed agreement to:
service@sourcewell-mn.gov

You may also mail the completed agreement to:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

Job Role

Administrator
Department Head
Department Purchaser
Human Resources
Procurement Officer
Teacher
Other

Department

Administration
Dining/Food Service
Facilities/Operations
Fleet/Transportation
Human Resources
Information Technology
Parks, Recreation & Athletics
Public Safety/Security
Public Works/Utilities
Purchasing & Finance

Email* _____

Phone* _____

Organization Type:

Government

County
Federal
Municipality
Province/Territory
Special District
State
Township
Tribal

Education

Local Education Agency (Public K-12 and Pre-K)
Private Local Education Agency (Private K-12)
Private Higher Education
Public Higher Education

Nonprofit

Documentation demonstrating nonprofit status is required when submitting application.

Church
Medical Facility
Other

Referred by

Advertisement
Colleague/Friend
Conference/Trade Show _____
Supplier
Search Engine/Web Search
Sourcewell Employee

**Denotes required information*



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Institutional Calendar.	AB24-87	CGA		
		9.4.2024	9.18.2024	
	Department:	Administrative		
	Date Submitted:	8.28.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	N/A			
Submitted By:	Scott Larson/All Directors			
Fiscal Note: None				
Attachments: Institutional Calendar				
SUMMARY STATEMENT:				
<p>Over the past year there has been a discussion about how to track institutional deadlines, and how council, and staff, can better understand and plan work and compliance requirements. Council first requested staff pull together an institutional calendar. The second part that the City Administrator is recommending, is that this calendar become an appendix to the city’s budget and be reviewed annually at least annually when the budget is being put together and presented to council. This will create a natural place for this document to live, and serve as a reminder of what major bodies of work will need to be addressed.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
<p>Review and provide feedback to staff. Staff recommend this be incorporated as an appendix in future budgets starting with the 2025 version.</p>				
FUTURE MOTION: <u>Motion:</u>				
TBD.				

Institutional Schedule

Department	Description	Required	Best Practices	Due Date
Bldg Dept	CRS (Comm. Rating System/NFIP)	5 years		prior to 2026 (start mid-2025)
City Administrator	Legislative Priorities		Annual	September
City Administrator	Solid Waste Franchise Agreement	Contractual - 10 years		
City Administrator	Lobbying Activity Report	Annual		January
City Administrator/HR	Risk Assessment with Insurance	Annual		July 31st
City Clerk	Community Grant Requests	Annual		August 20th
Council	Council Goals		Annual	
Council	Deputy Mayor/Committee Selections	Annual		
Council	OPMA/PRA Training	Bi-Annual		January even years
Council	Interlocal Agreements			
Council	Budget - Final	Annual	Same	December 31st
Dept Directors	Surplus	as needed	bi-annual	
Emergency Mgmt	Emergency Plan			
Emergency Mgmt	CEMP	5 years		By December 31st, 2029
Finance	Excise Tax	Monthly	Same	Monthly by 25th
Finance	Fee Schedule		Annual	July
Finance	Revenue Sources Public Hearing	Annual	Same	September
Finance	Property Taxes Public Hearing	Annual	Same	November 30th
Finance	CIP/TIP	Annual	Same	June
Finance	Budget to Departments	September 9th	July	September 9th
Finance	Budget - Mayor's Draft	Annual	Same	September
Finance	Purchasing Policy	N/A	Review annually	May
Finance	Utility Rates	Annual		Reviewed in April
Finance	Vehicle Assessment/Insurance Review	Annual	Same	April
Franchises	PSE / Lumen			
Franchises	Pierce County Water	10 years		By Aug 2034
Franchises	Pierce County Wastewater/Sewer	10 years		By Aug 2035
Franchises	Comcast Cable and Telecom			
HR	Open Enrollment	Annual	Same	
HR	Personnel Policy	N/A	Review annually	March
HR	L&I Taxes	Quarterly		end of the month
HR	PFML & LTC	Quarterly		close of quarter
HR	Unemployment report	Quarterly		4/30, 7/31, 10/2, 1/31
HR	FTD 944 & Schedule B	Quarterly		
HR	W2 & W3	Annual		last business day of January
HR	AWC Salary Survey	Annual		May 31st
HR	Retirement Reporting	Per pay period		5th & 20th
HR/Wellnes	Wellness program application	annual		Dec 31st
PD	FBI Reports	Annual		
PD	State Reports	Annual		
PD	FBI Reporting (NIBRS)	Monthly		
PD	Administrative Use of Force Review	Annual		1-Mar
PD	Report on signed U visa Request forms for victims and witnesses of qualifying crimes RCW 7.98.020	Annual		
PD	Bias Based Policing Review (WASPC RCW 43.1	Annual		1-Mar
PD	Personnel Policy Updates	Monthly		
PD	Employee Evaluations	Annual	Annual	Varies Per Employee
PD	Department Inventory	Annual		1-Apr
PD	Federal/State Government Surplus Inventory	Annual		1-Aug
PD	Firearm Qualifications	Quarterly	Quarterly	
PD	Annual Training Plan	Annual	Annual	1-Feb
PD	Required Training - Legal Updates	Annual	Annual	
PD	Required Training - Duto to request or rende	Annual	Annual	
PD	Required Training - Duty to Intervene	Annual	Annual	
PD	Required Training - CPR/FIRST AID	2 Years		Sep-24
PD	Required Training - Officer Use of Force and	Annual		
PD	Required Training - De-Escalation and Mental Health Training (WAC 139-11-020 and WAC 139-11-060)	3 Years		Varies Per Employee
PD	Required Training - Pursuit Driving and Policy Review	Annual		Varies Per Employee
PD	Required Training - Officer Less Lethal Weap	2 Years		Varies Per Employee
PD	Required Training - CJTC Mandated CIT Traini	Annual	Annual	31-Dec
PD	Respirator Fit Testing and Medical Questionnaire (WAC 296-842-15005; WAC 296-842-14005; WAC 296-842-22005)	Annual		Sep-24

PD	Annual CJTC Training Report	Annual		February 15 of Following Year
PD	Juvenile Detention Counts	Annual		April of Following Year
PD	Chiefs annual report	Annual	Annual	June of Following Year
PD	Report of unclaimed property converted for	Annual		1-Jan
PD	Property/Evidence Room Audit	Annual		
PD	Property/Evidence Narcotics Disposal	3 Years		1-Jan
PD	Jail Contracts Review/Renewal	Annual	Annual	Per Contract Generally Jan 1
PD	Mutual Aid Agreements	Annual	Annual	Per Contract
PD	Radar Calibrations	2 Years	2 Years	November of 2024
PD	Evidence Scale Calibration	Annual	Annual	January
PD	Police Lahar Evacuation Traffic and Safety Pla	2 Years		March, 2026
PD	FAA Part 107 Certification Updates	2 Years		Varies Per Pilot
PD	Police Employee Collective Bargaining Agreeer	3 Years		1-Jan-25
PD	WSP ACCESS Security Audit	3 Years		6/1/2027
PD	WSP Employee & Vendor Security Training	Annual		Varies Per Employee
PD	WSP Employee RE-Background Checks	5 Years		Varies Per Employee
PD	WSP ACCESS Validations (Stolen property/Mi	Monthly		Monthly Per Entry
PD	DOL DAPPS User Account Review	Annual		
PD	CJTC LETCSA Mandated Training (I-940 and S	5 Years		Varies Per Employee but NLT 2028
PD	SRO/Orting School District Contract	Annual		
PD	Sex Offender Resident list Review	Annual		January
PD	Review Services available for Limited English	Annual		
PD	Secondary Employment Authorization Appro	Annual		
PD	Body Armor Expiration Review	Annual		
PD	Community Survey 338.5	Annual		
PD	Review and copy of Public Records from Soci	Annual		
PD/Emer Mgmt	Emergency Plan			
PD/Emer Mgmt	Comprehensive Emergency Management Pla	5-Years with EPIC		31-Dec-29
PD/Emer Mgmt	Continuity of Operations Plan (COOP)	Annual		
PD/Emer Mgmt	Emer Mgmt Regional Lahar Evacuation Plan	2 Years with EPIC		March, 2026
PD/Emer Mgmt	EOC Activation Guide	Annual	Annual	
PD/Emer Mgmt	East Pierce County Lahar Rapid Action Plan (R	Annual with EPIC		
Planning	Comprehensive Plan	every 10 years	annual	12/31 (Start in Feb)
PW - Service Contracts	Landscaping - Frost	3 yrs		Jan 2025 to bid
PW - Service Contracts	American Backflow (Water/CCS)	3 yrs		Jan 2026 to bid
PW - Service Contracts	Swift Comply (Backflow Database)	Annual		Upon invoicing
PW - Service Contracts	Aktivov (Work Management System)	Annual		was 3 yr via invoice billing, due to be replaced with 3-5 yr new provider
PW - Service Contracts	Parks Maintenance	3 yrs		Jan 2026 to bid
PW - Service Contracts	Generator Maintenance	3 yrs		Jan 2026 to bid
PW - Stormwater	Stormwater Plan	As needed	10 years	2035, some funding source requirements
PW - Stormwater	NPDES Phase II Permit	5 years		By Aug 2029
PW - Stormwater	NPDES Phase II Report	Annually		March 31st
PW - Streets	Pavement Management	2-4 years		2-4 years
PW - Streets	ADA Transition	3-5 years/big changes		3-5 years/big changes
PW - Wastewater	General Sewer Plan (includes Facility Planning)	As needed	Every 10 years	Determined by approval of update in the works (2035)
PW - Wastewater	Risk & Resiliency Assessment (EPA req)	10 Years	Every 10 years	June 30, 2026, may be done with General Sewer Plan but was not a requirement until recently
PW - Wastewater	NPDES Discharge Report (WWTP)	Annually		
PW - Wastewater	Lab Accreditation	Annually		Annually
PW - Wastewater	Waste Load	Annually		Annually
PW - Wastewater	Wastewater Monthly Reporting/Testing	Monthly	Monthly	Monthly
PW - Wastewater	Risk & Resiliency Assessment (not EPA req but encouraged)	5 Years	Every 5 years	Do as part of the Telemetry Master Plan in 2025
PW - Wastewater	Emergency Response Plan(ERP) (not EPA req but encouraged)	5 years	Every 5 years	Do as part of the Telemetry Master Plan in 2025
PW - Water	Water System Plan - DOH	10 Years	Every 10 years	Determined by approval of update in the works.
PW - Water	Risk & Resiliency Assessment (EPA req via American Water Infrastructure Act) - DOH	5 Years	Every 5 years	June 30, 2026, can be done early with Water System Plan Asset Data (possibly Telemetry plan)
PW - Water	Emergency Response Plan(ERP) (EPA req via American Water Infrastructure Act) - DOH	5 years	Every 5 years	Dec 31, 2026, can be done early with Water System Plan Asset Data (possibly Telemetry Plan)
PW - Water	CCR (Consumer Confidence Report) - DOH	Annual		July 1st - New SDWA change to 2x annually (pending DOH)
PW - Water	CCC (Cross-Connection Report) - DOH	Annual		May 1st
PW - Water	Source Metering Data - DOE	Annual		Researching Annual Date
PW - Water	Water Use Annual Report - DOH	Annual		June 30th
PW - Water	Water Quality Monitoring	Monthly	Monthly	Monthly
PW - Water	Water System Monthly Reporting/Testing	Monthly	Monthly	Monthly

PW - Water	Lab Accreditation	TBD	TDB	Future Goal for Bacteria Testing Only
PW - Water	Water Quality Monitoring - DOH	Annual	DOH Schedule	DOH Test Requirement (1 yr - 9 yr)
PW/Finance	GFC Rates	Annual		July



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: 2024 Police Vehicle Purchase.	AB24-94			
			9.18.2024	
	Department:	Public Safety		
	Date Submitted:	9.6.2024		
Cost of Item:	\$119,645.00			
Amount Budgeted:	\$140,000.00			
Unexpended Balance:	N/A			
Bars #:	001-594-21-64-001			
Timeline:	ASAP			
Submitted By:	Devon Gabreluk			
Fiscal Note: 2024 vehicle purchases – 2024 Council approved budget.				
Attachments:				
SUMMARY STATEMENT:				
<p>The City of Orting has purchased two police vehicles in the amount of \$119,645.00 using funds designated by Council in the 2024 budget. The vehicles replace older fleet vehicles that were surplused earlier in 2024 and is in line with the City of Orting vehicle replacement policy. \$15,000.00 of the total purchase cost listed above will be refunded to the City of Orting via Federal tax incentive programs for electric vehicles.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move forward to regular business meeting on September 25 th , 2024 as a consent agenda item.				
RECOMMENDED MOTION: <u>Motion:</u>				
To approve the purchase of two 2023 Ford F-150's for the Orting Police Department in an amount not to exceed \$119,645.00.				



Purchase Order

Orting Police Dept

Big Town / Big View

Date: 8/14/2024

PO: 8-5-24

Pay To:

PFVT Motors, LLC.
9130 W Bell Rd
Peoria AZ 85382 623-239-0340
Phone: Fax:

Invoice: Quote 2

Requested By:	Payment Details	Received Date:
Chief Devon Gabreluk	Police Dept.	8/14/24

Qty	Item #	Description	Job	Unit Price	Line Total
		2023 F-150			\$58,245.00

VIA 31736 (1)

Approved By: Chief Gabreluk

Please send all invoices by mail or email to:

City of Orting,
PO Box 489
Orting, WA 98360
fbingham@cityoforting.org

Subtotal	\$58,245.00
Shipping/Tire Tax	1600/5.00
Total	\$58,850.00 (24)
	59,850.00

Department Description:

Vehicle Purchase
BARS: 594-21-64-001

Authorized by	Date
	8/14/24

John Reno

Hold for
this budget approval
Sep 2024
462

Shipping Address: City of Orting, 104 Bridge St S, Orting WA 98360

PFVT MOTORS, LLC.

9130 W Bell Rd
 Peoria AZ 85382
 CLIFF KUJALA
 Government Account Team
 Direct: 623-239-0340



QUOTE

Date	8/13/2024
Valid Until	8/18/2024
Contract	
PO	
Lead Time	IN STOCK

Customer:
 City of Orting
 Edward Turner
 104 Bndge Street South
 Orting WA 98360
 360-893-9371
 eturner@cityoforting.org

Invoice Address:
 Same

Delivery Address:
 Same

Description	Line Total				
F-150 LIGHTNING 2023 F-150 4X4 SUPERCREW EXTERIOR 145" WHEELBASE OXFORD WHITE DUAL EMOTOR-EXTND RANGE BAT INTERIOR SINGLE-SPEED TRANSMISSION MED DARK SLATE VINYL BUCKET	\$ 49,995.00				
<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;"> EXTERIOR <input type="checkbox"/> DAYTIME RUNNING LAMPS <input type="checkbox"/> FULLY BOXED STEEL FRAME <input type="checkbox"/> HEADLAMPS - AUTO HIGH BEAM <input type="checkbox"/> HEADLAMPS - AUTOLAMP (ON/OFF) <input type="checkbox"/> LARGE FRONT TRUNK AREA <input type="checkbox"/> LED PROJECTOR W/ DYNAMIC BENDING HEADLAMPS <input type="checkbox"/> LOCKING REMOVABLE TAILGATE WITH TAILGATE ASSIST <input type="checkbox"/> PICKUP BOX TIE DOWN HOOKS <input type="checkbox"/> POWER UP/DOWN FRONT HOOD <input type="checkbox"/> REAR PRIVACY GLASS <input type="checkbox"/> TRAILER SWAY CONTROL </td> <td style="width: 25%;"> INTERIOR <input type="checkbox"/> 12" PRODUCTIVITY SCREEN <input type="checkbox"/> 1 TOUCH UP/DOWN DR/PASS WIN <input type="checkbox"/> 60/40 FOLD-UP REAR BENCH <input type="checkbox"/> A/C W/DUAL CLIMATE CONTROL <input type="checkbox"/> AUTO-DIM REARVIEW MIRROR <input type="checkbox"/> DOOR LOCKS - POWER <input type="checkbox"/> DUAL VISOR VANITY MIRRORS <input type="checkbox"/> FRONT ROW HEATED SEATS <input type="checkbox"/> MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER <input type="checkbox"/> POWERPOINT - 2 120V <input type="checkbox"/> TILT/TELESCOPE STR COLUMN </td> <td style="width: 25%;"> FUNCTIONAL <input type="checkbox"/> AUTO HOLD <input type="checkbox"/> BLIS W/CROSS-TRAFFIC ALERT <input type="checkbox"/> CLASS IV TRAILER HITCH <input type="checkbox"/> COIL SPRINGS FRONT & REAR <input type="checkbox"/> FORDPASS CONNECT™ 4G <input type="checkbox"/> HOTSPOT TELEMATICS MODEM <input type="checkbox"/> LANE-KEEPING SYSTEM <input type="checkbox"/> POST-COLLISION BRAKING <input type="checkbox"/> PRE-COLLISION ASSIST W/AEB <input type="checkbox"/> REAR ELOCKING AXLE <input type="checkbox"/> REVERSE BRAKE ASSIST <input type="checkbox"/> REVERSE SENSING AND REAR VIEW CAMERA <input type="checkbox"/> SELECTABLE DRIVE MODES <input type="checkbox"/> SYNC®4 W/EVER & 12" SCREEN </td> <td style="width: 25%;"> SAFETY/SECURITY <input type="checkbox"/> ADVANCETRAC™ WITH RSC® <input type="checkbox"/> AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT <input type="checkbox"/> AIRBAGS - SAFETY CANOPY® <input type="checkbox"/> LED CTR HIGH MNT STOP LAMP <input type="checkbox"/> PERIMETER ALARM <input type="checkbox"/> SOS POST-CRASH ALERT SYS™ WARRANTY <input type="checkbox"/> 3YR/36,000 BUMPER / BUMPER <input type="checkbox"/> 5YR/60,000 POWERTRAIN <input type="checkbox"/> 5YR/60,000 ROADSIDE ASSIST <input type="checkbox"/> 5YR/60,000 SAFETY RESTRAINT SYS <input type="checkbox"/> 8YR/100,000 ELECTRIC VEHICLE COMPONENTS </td> </tr> </table>	EXTERIOR <input type="checkbox"/> DAYTIME RUNNING LAMPS <input type="checkbox"/> FULLY BOXED STEEL FRAME <input type="checkbox"/> HEADLAMPS - 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INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 110A <input type="checkbox"/> PRO SERIES OPTIONAL EQUIPMENT/OTHER .18" MACH BLACK HIGH GLOSS WHL ZERO EMISSIONS VEHICLE DUAL EMOTOR-EXTND RANGE BATTERY 10,000.00 .275/65R18 BSW ALL-TERRAIN TIR ELECTRIC DRIVE E-LOCK RR AXLE 8550# GVWR PACKAGE TOW TECHNOLOGY PACKAGE 1,950.00 INTEGRATED TRAILER BRAKE CONT MIRROR MAN FOLD W/POWER GLASS LED SIDE-MIRROR SPOTLIGHTS ONBOARD SCALE/SMART HITCH RMVL - 650.00 360-DEGREE CAMERA PACKAGE FORD CHARGE STATION PRO DELETE - 1,295.00	TOTAL OPTIONS / OTHER \$ 10,005.00 DISCOUNT \$ (3,750.00) FORD DESTINATION AND DELIVERY \$ 1,995.00				
	Subtotal \$ 58,245.00 MSO / ODO \$ - Trade In \$ - Extended Warranty \$ - Freight \$ 1,600.00 Flooring \$ - Sales Tax 0.00% \$ - Tire Tax 5 \$ 5.00 Total Per Unit less Trade-In \$ 59,850.00 Quantity of Units 1 Sale Total \$ 59,850.00				

Special Notes and Instructions
 Customer responsible for registration and sales tax in home state.

VIN Quoted
 1FT6W1EVXPWG31736

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO. _____

If you have any questions concerning this quote, contact Cliff Kujala

Thank you for your business!

9130 W Bell Road, Peoria AZ 85382
 623-239-0340 - cliff.kujala@governmentautosales.com



Purchase Order

Orting Police Dept.

Big Town / Big View

Date: 8/14/2024

PO: 8-4-24

Pay To:

Invoice: Quote 1

PFVT Motors, LLC.

9130 W Bell Rd

Peoria AZ 85382 623-239-0340

Phone:

Fax:

Requested By:	Payment Details	Received Date:
Chief Devon Gabreluk	Police Dept.	8/14/24

Qty	Item #	Description	Job	Unit Price	Line Total
		2023 F-150			\$58,190.00

Approved By: Chief Gabreluk

Please send all invoices by mail or email to:

City of Orting,

PO Box 489

Orting, WA 98360

fbingham@cityoforting.org

Subtotal	\$58,190.00
Shipping/Tire Tax	1600/5.00
Total	\$59,795.00

Department Description:

Vehicle Purchase

BARS: 594-21-64-001

Authorized by

Date

8/14/24

Budget approved
Sp Council

Shipping Address: City of Orting, 104 Bridge St S, Orting WA 98360

