

COUNCILMEMBERS

Position No.

1. Tod Gunther
2. Chris Moore
3. Don Tracy
4. Jeff Sproul
5. Stanley Holland
6. Greg Hogan
7. Melodi Koenig



ORTING CITY COUNCIL
Regular Business Meeting Agenda
104 Bridge Street S, Orting, WA
Zoom – Virtual
September 25th, 2024
7:00 p.m.

Mayor Joshua Penner, Chair

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

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

<https://us06web.zoom.us/j/89008838364?pwd=iseFWPh9VUSxM85L7aTWn7fVaSbFKy.1>

Telephone: 1-253-215-8782 - Meeting ID: 890 0883 8364 and the passcode 608461.

2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

3. PUBLIC COMMENTS.

Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on September 25th, 2024 and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

4. PRESENTATION.

A. AB24-99 – Jones Levee Presentation.

5. PUBLIC HEARING.

A. AB24-30 – D.M. Disposal Franchise Agreement – CGA Committee.

Motion: To authorize the Mayor to enter into a contract with D.M Disposal Co. Inc for garbage and other waste collection services.

6. CONSENT AGENDA.

A. Claims Voucher.

Claims voucher list dated September 25th, 2024 which includes voucher number 56339 through 56385 in the amount of \$435,231.80 & electronic fund transfers in the amount of \$21,971.54 for a grand total of \$457,203.34.

B. Payroll Voucher.

Payroll check numbers 24274 through 24275 in the amount of \$14,677.43 & electronic deposit transmissions in the amount of \$191,425.56 for a grand total of \$206,102.99 for the period covering September 1-15 2024.

C. Meeting Minutes – September 11th, 2024.

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

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

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

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

H. AB24-80 – Big J's Holiday Rental Agreement.

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

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

- K. AB24-85 - Sourcewell Interlocal Agreement – CGA Committee.
- L. AB24-94 – Police Vehicle Purchase – Public Safety Committee.

Motion: To approve the consent agenda as prepared.

7. NEW BUSINESS.

- A. AB24-91 – Public Works Director Contract – Mayor Penner.

Motion: To authorize the Mayor to execute an employment agreement for the position of Public Works Director with Ryan McBee.

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

Motion: To authorize the Mayor to sign a joint use parking agreement and enter into a lease agreement with the Orting Yard for an ADA Parking Spot.

- C. AB24-89 – Legal Services Contract – CGA Committee.

Motion: To authorize the Mayor to enter into a contract with Kenyon Disend for legal services.

8. EXECUTIVE SESSION.

9. ADJOURNMENT.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Jones Levee Presentation.	AB24-99			
				9.25.2024
	Department:	Administration		
	Date Submitted:	9.20.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:				
Fiscal Note:				
Attachments:	None			
SUMMARY STATEMENT:				
<p>Pierce County will be presenting on the Jones Levee project, their work to date along with an update on how they expect the project to move forward. This is an informational presentation.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Informational Only.				
RECOMMENDED MOTION: <u>Motion:</u>				
None.				



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: D.M. Disposal Franchise Agreement	AB24-30	CGA		
		4.3.2024 5.1.2024 6.5.2024 7.3.2024 9.4.2024	9.18.2024	9.25.2024
	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 D.M Disposal 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 MOTION: Motion:

To authorize the Mayor to enter into a contract with D.M Disposal Co. Inc for garbage and other waste collection services.

**NOTICE OF ORTING
CITY COUNCIL
PUBLIC HEARING**

Wednesday, September 25th, 2024 – 7:00 pm

NOTICE IS HEREBY GIVEN; that the City Council of the City of Orting has fixed Wednesday, September 25th, 2024, at 7:00 p.m. at a regular meeting of the City Council, as the time and place for a public hearing to consider a franchise agreement with D.M. Disposal Co, Inc. The meeting will be held in person at Orting City Hall located at 104 Bridge St. S. Orting, WA 98360 and on the platform Zoom.

The City is utilizing in person and remote attendance for the hearing. Comments can be made by the public attending the meeting in person in the City Council Chambers located at 104 Bridge St. S Orting, WA 98360 or by a log in or call in number and then entering the following: Meeting ID: 890 0883 8364 and passcode: 608461.

To join the meeting/hearing on a computer or mobile phone:

[https://us06web.zoom.us/j/89008838364?](https://us06web.zoom.us/j/89008838364?pwd=iseFWPn9VUSxM85L7aTWn7fVaSbFKy.1)

[pwd=iseFWPn9VUSxM85L7aTWn7fVaSbFKy.1](https://us06web.zoom.us/j/89008838364?pwd=iseFWPn9VUSxM85L7aTWn7fVaSbFKy.1)

Phone Dial-in: +1 253-215-8782

Meeting ID: 890 0883 8364 Passcode: 608461.

Any person may speak at the public hearing, but if you are unable to attend, written comments may be submitted electronically to Kim Agfalvi, City Clerk, at clerk@cityoforting.org no later than 3:00pm on Wednesday, September 25th, 2024.



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 B
ACCEPTANCE OF FRANCHISE
AND
PERFORMANCE GUARANTEE

Franchise issued pursuant to Ordinance No. _____ and accepted _____,
20____;

I, _____, am the _____, and (am
the authorized representative to) accept the above-referenced Franchise on behalf of
_____. I certify that this Franchise and all terms and conditions
thereof are accepted by _____, without qualification or reservation and
that _____ unconditionally guarantee(s) performance of all such terms and
conditions.

DATED this _____ day of _____, 20_____.

By: _____

Its: _____

STATE OF WASHINGTON }
COUNTY OF PIERCE } ss.

On this day personally appeared before me _____, to me known to be the
individual described in and who executed the within and foregoing instrument, and acknowledged that
he/she was authorized to execute this instrument and acknowledge it at the _____
(title) of _____(company) signed the same as his/her free and voluntary act of
such corporation, for the uses and purposes therein mentioned.

DATED this ___ day of _____, 2022.

(SEAL)

Notary Public

Printed Name

Residing at

My appointment expires

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

September 25 2024 Council Meeting

Claims Vouchers

Claims voucher list dated September 25, 2024 which includes voucher number 56339 through 56385 in the amount of \$ 435,231.80 & electronic fund transfers in the amount of \$ 21,971.54 for a grand total of \$ 457,203.34

Payroll Voucher

Payroll Check Numbers 24274 through 24275 in the amount of \$ 14,677.43 & electronic deposit transmissions in the amount of \$ 191,425.56 for a grand total of \$ 206,102.99 for the period covering September 1-15 2024.

WARRANT/CHECK REGISTER

City of Orting

Time: 12:23:43 Date: 09/19/2024

09/12/2024 To: 09/25/2024

Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5391	09/19/2024	Claims	631	56381	Water Management Lab Inc.	968.18	222835-Lab Testing; 222834-Lab Testing
5392	09/19/2024	Claims	631	56382	Western Exterminator Company	2,590.16	66179134- Monitoring-Mosquito & Tick
5393	09/19/2024	Claims	631	56383	Wex Bank	2,118.85	99665873-Fuel Police
5394	09/19/2024	Claims	631	56384	Wilson Engineering	150,422.47	19074-2023074-Orting WWRF Biosolids Upgrade; 18994-2023074-Orting WWRF Biosolids Upgrade
5395	09/19/2024	Claims	631	56385	Zumar Industries Inc	702.99	49054-HD Anchor Tube-Perf Tube

001 Current Expense	50,036.15
101 City Streets	80,307.88
104 Cemetery	5,471.66
105 Parks Department	10,774.74
401 Water	59,678.89
408 Wastewater	219,036.06
410 Stormwater	9,926.42

_____ Claims: 435,231.80
 435,231.80

VOUCHER/WARRANT REGISTER
FOR _____ COUNCIL
CLAIMS/PAYROLL VOUCHER APPROVAL
CITY OF ORTING

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

COUNCILPERSON: _____

COUNCILPERSON: _____

CITY CLERK: _____

WARRANT/CHECK REGISTER

City of Orting

Time: 12:23:43 Date: 09/19/2024

09/12/2024 To: 09/25/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5349	09/19/2024	Claims	631	56339	Alpine Products Inc.	2,080.14	TM-227096-Paint for Water-Tip Guard-Streets; TM-227095-Paint for Streets
5350	09/19/2024	Claims	631	56340	American Backflow & Plumbing Services In	15,700.60	402401-Backflow Inspections 2023
5351	09/19/2024	Claims	631	56341	Associated Petroleum Products INC	2,667.13	24-172225-Fuel
5352	09/19/2024	Claims	631	56342	Big J'S Outdoor Store	29.53	SEPT-2024 Gun Supplies
5353	09/19/2024	Claims	631	56343	Brisco Inc.	471.12	SEPT2024-Fuel
5354	09/19/2024	Claims	631	56344	Bud Clary Ford	35,299.38	3RU807-2024-Ford Maverick Truck
5355	09/19/2024	Claims	631	56345	Business Solutions Center	317.55	113633-113633-Door Hangers for Over Grown Areas-; 113599-Fishing Parking Permit Hangers
5356	09/19/2024	Claims	631	56346	Capital Heating & Cooling	5,629.87	107646517-City Hall HVAC Service
5357	09/19/2024	Claims	631	56347	CenturyLink-Lumen	3,967.63	704221188-SEPT2024-City Internet
5358	09/19/2024	Claims	631	56348	Centurylink	1,440.07	488147600-SEPT2024-City Phone Lines
5359	09/19/2024	Claims	631	56349	Cintas Corporation #461	571.08	4204289177-Uniform Services; 4203625737-Uniform Services
5360	09/19/2024	Claims	631	56350	Core & Main LP	27,214.22	V500106-Supplies for Stock-; V304980-Enhanced Meter-Neptune Antenna Assy; V172186-Neptune 13749-200 Antenna Assy; V450462-DHDPE Pipe 125 PSI; V303827-Water Meters
5361	09/19/2024	Claims	631	56351	Culligan Seattle WA	66.88	0820455-Water for Police
5362	09/19/2024	Claims	631	56352	D.M Recycling	2,843.63	12315080S111-WWTP Garbage Service; 4855372S185-Public Works Garbage Service; 12364630S111-Garbage Service-WWTP; 12374526S111-Garbage Service-WWTP
5363	09/19/2024	Claims	631	56353	Data Bar	2,571.55	268101-Mailing of Utility Statements-Sept24; 268150-Flood Plain Out Reach Insert
5364	09/19/2024	Claims	631	56354	Department of Ecology	7,385.00	LAU-WA-W484-24 Environmental Lab Accreditation Renewal; 25-WA0020303-1 Water Quality Program-NPDES
5365	09/19/2024	Claims	631	56355	Drain-Pro INC	611.16	132983-Summer Fest Sanican; 133989-Whitehawk Park-Sanican
5366	09/19/2024	Claims	631	56356	Ewing Irrigation Products INC	177.77	23207559-Battery Control-Irrigation
5367	09/19/2024	Claims	631	56357	Feemster, William Steve	160.00	CDL Exam-8/30/2024
5368	09/19/2024	Claims	631	56358	Frost Landscape	14,134.14	21425-Landscaping Services-Cemetery-Parks-Trails-City Hall
5369	09/19/2024	Claims	631	56359	Galls LLC	844.42	028982466-Key Holder; 029023741-Jumpsuit-Belt Loops-Chief Gabreluk
5370	09/19/2024	Claims	631	56360	Granicus INC	5,323.92	190077-Website Maintenance-Hosting & Licensing
5371	09/19/2024	Claims	631	56361	GreatAmerica Financial Svcs	1,132.82	37444317-Phone Lease
5372	09/19/2024	Claims	631	56362	Harrington's Janitorial	741.00	4523-Janitorial & Window Cleaning-PW Shop-SEPT 2024

WARRANT/CHECK REGISTER

City of Orting

Time: 12:23:43 Date: 09/19/2024

09/12/2024 To: 09/25/2024

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5373	09/19/2024	Claims	631	56363	Intercom Language Services	150.00	24-462 Court Appointed Interpreter Services 4A0388445 IT
5374	09/19/2024	Claims	631	56364	Korum Automotive Group	2,916.76	6808305/1-Oil Change-2017 F450 FA1088; 6808309/4-Oil Change-2016 F250- FA1071; 6808311/1-Oil Change-2016 F350 FA1072; 6808301/1-Oil Change-2022 F250-FA1198; 6808306/1 Oil Change 2016 F150 FA1069; 6808
5375	09/19/2024	Claims	631	56365	LN Curtis & Son	1,617.29	929084-Uniform Items for Guyette-Polo Shirt-Ear Tip-Belt-Flashlight-Pouch; 929015-Uniform Items for Hobbs-Handcuffs-Patrol-Belt-u-M out
5376	09/19/2024	Claims	631	56366	Law Office of Holmes Weddle & Barcott	1,180.00	842673-Legal Fees PD
5377	09/19/2024	Claims	631	56367	Lemay Mobile Shredding	71.05	4856450S185-Shredding for Police
5378	09/19/2024	Claims	631	56368	Motorola Solutions INC	17,919.65	8281969148-Communications Equipment & Services; -Communications Equipment & Services
5379	09/19/2024	Claims	631	56369	O'Reilly Auto Parts	154.30	1265583-AUG2024
5380	09/19/2024	Claims	631	56370	PRO-VAC	1,504.27	222661-ET to Clean (2) Type 2's (7) Type
5381	09/19/2024	Claims	631	56371	Parametrix	85,577.62	59071-Pedestrian Bridge Construction; 59074-Kansas Street SW; 59069-General Consulting
5382	09/19/2024	Claims	631	56372	Puget Sound Energy	27,067.12	200019646914-SEPT24-Street Lights; 220028112518-SEPT24-Street Lights; 300000002406-Sept24-Street Lights; 200019613294-SEPT24-Cemetery Shop; 220020534461-SEPT24 City Shop-Rocky RD; 200001248539-SEPT24;
5383	09/19/2024	Claims	631	56373	Puyallup, City of	395.79	1968-Jail Fees-August 2024
5384	09/19/2024	Claims	631	56374	Serenity Air	240.90	90340331-MPC-Library Condenser Fan Motor Bad Bearings
5385	09/19/2024	Claims	631	56375	Sunset Ford	715.80	FOCS335015-2021 Ford Truck-14669
5386	09/19/2024	Claims	631	56376	Tacoma Diesel & Equipment	4,336.20	142203-High Cedars Generator-Annual Service & Load Bank Testing FA1087; 142198-Wingate Spring-Annual Service & Load Bank Testing-FA1043; 142199-Pyuallup River Lift Station-Perform Annual service & Loa
5387	09/19/2024	Claims	631	56377	Tara Dunford CPA	2,035.00	2530-Internal Audit
5388	09/19/2024	Claims	631	56378	UniFirst Corporation	147.39	2220134271-Uniform Items
5389	09/19/2024	Claims	631	56379	Utilities Underground Location Center	87.12	4080205-Locates-Aug 2024
5390	09/19/2024	Claims	631	56380	Washington Rock Quarries,	932.28	1019285-Crushed Surfacing top Course; 101929-CSBC Crushed Surgacing Base Course

WARRANT/CHECK REGISTER

City of Orting

Time: 13:41:12 Date: 09/19/2024

09/12/2024 To: 09/25/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5404	09/25/2024	Claims	1	0	Keybank-MasterCard	586.57	4225-AUG2024-Daskam
5420	09/12/2024	Claims	1	EFT	Keybank-MasterCard	-43.03	1397-AUG2024-Turner
5405	09/25/2024	Claims	1	1	Keybank-MasterCard	2,786.17	5423-AUG2024-Public Works
5406	09/25/2024	Claims	1	2	Keybank-MasterCard	308.02	3589-AUG2024-Alfiere
5407	09/25/2024	Claims	1	3	Keybank-MasterCard	28.13	8502-AUG2024-Police
5408	09/25/2024	Claims	1	4	Keybank-MasterCard	31.38	7626-AUG2024-Wetzel
5409	09/25/2024	Claims	1	5	Keybank-MasterCard	307.53	7675-AUG2024-Kenyon
5410	09/25/2024	Claims	1	6	Keybank-MasterCard	43.80	6691-AUG2024-McBee
5411	09/25/2024	Claims	1	7	Keybank-MasterCard	487.80	2462-AUG2024-Russo
5412	09/25/2024	Claims	1	8	Keybank-MasterCard	38.12	9733-AUG2024-Ek
5413	09/25/2024	Claims	1	9	Keybank-MasterCard	4,334.22	6607-AUG2024-Finance
5414	09/25/2024	Claims	1	10	Keybank-MasterCard	9.84	1513-AUG2024-Kainoa
5415	09/25/2024	Claims	1	11	Keybank-MasterCard	6,810.59	1920-AUG2024-Gabreluk
5416	09/25/2024	Claims	1	12	Keybank-MasterCard	2,870.32	0525-AUG2024-Agfalvi
5417	09/25/2024	Claims	1	13	Keybank-MasterCard	3,372.08	3196-AUG2024-Larson
						15,298.74	
001 Current Expense						15,298.74	
101 City Streets						342.80	
104 Cemetery						60.62	
105 Parks Department						571.41	
401 Water						2,315.52	
408 Wastewater						1,879.59	
410 Stormwater						1,502.86	
						<u>21,971.54</u>	
						Claims:	21,971.54
						21,971.54	

**VOUCHER/WARRANT REGISTER
FOR _____ COUNCIL
CLAIMS/PAYROLL VOUCHER APPROVAL
CITY OF ORTING**

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

COUNCILPERSON: _____

COUNCILPERSON: _____

CITY CLERK: _____

COUNCILMEMBERS

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



ORTING CITY COUNCIL
Regular Business Meeting Minutes
104 Bridge Street S, Orting, WA
Zoom – Virtual
September 11th, 2024
7:00 p.m.

Mayor Joshua Penner, Chair

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

Mayor Penner called the meeting to order at 7:00pm. Councilmember Koenig led the Pledge of Allegiance.

Councilmembers present: Councilmembers Chris Moore, Don Tracy, Jeff Sproul, Stanley Holland, Greg Hogan, Melodi Koenig and Deputy Mayor Gunther.

Staff present: City Administrator Scott Larson, City Clerk Kim Agfalvi, City Attorney Jennifer Robertson, Acting Public Works Director/Public Works Superintendent Ryan McBee, Chief Devon Gabreluk, HR/Payroll Shawna Punzalan.

Executive: Mayor Penner.

2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

Motion: *DM Gunther made a motion to move agenda item 8A to 4B. Seconded by Councilmember Koenig.*

Motion passed (7-0).

3. PUBLIC COMMENTS.

City Clerk Kim Agfalvi read a comment from bob.wire@outlook.com into the record and stated that in accordance with Council Rules of Procedure 7.6, another comment from Daren Jones and Jennifer Rees was distributed to Council before the meeting in hard copy.

Joe Pestinger from Orting, Washington commented on the school shooting that recently happened in the state of Georgia and that it was his understanding that the shooting was quickly responded to because of a device that teachers had that enabled them to contact the police quickly. Mr. Pestinger asked that the City work with the school district to see if these devices might be something that the City can work with the school district on obtaining.

4. SWEARING IN.

A. Officer Brandon Bare.

Judge John Curry swore in Officer Brandon Bare.

B. AB24-91 – Public Works Director Appointment.

Mayor Penner briefed on his request of appointing Ryan McBee as the City of Orting Public Works Director. Ryan McBee made a brief statement on his behalf.

Motion: Councilmember Koenig made a motion to confirm the Mayor's appointment of Ryan McBee to the position of Public Works Director and authorize the Mayor to execute an employment agreement with the same. Seconded by Councilmember Moore.

Motion passed (7-0).

5. PRESENTATION.

A. AB24-92 - Pierce County Library.

Gretchen Caserotti and Mejin Turner presented on the Pierce County 2023 Annual Report, 2024 and 2025 planning, and activities and services that are offered at the Orting branch.

6. PUBLIC HEARING.

A. AB24-93 - 2025 Revenue Sources.

Mayor Penner laid out the rules for the public hearing and opened the public hearing at 7:34pm.

City Administrator Scott Larson briefed on City of Orting 2025 Revenue Sources. A power point presentation was presented and topics included types of revenue, tax revenue, excise – utility taxes, sales tax, property taxes, property tax collections, total revenue (all funds), general fund revenue overview, streets revenue, parks revenue, streets and parks revenue - REET balance, cemetery revenue, Transportation Benefit District revenue, transportation impact fee fund, utilities funds, water revenue, water resource recovery revenue, and stormwater revenue. Council discussion followed.

Mayor Penner closed the public hearing at 7:58pm.

7. CONSENT AGENDA.

A. Claims Voucher.

Claims voucher list dated August 28th, 2024 which includes voucher number 56254 through 56291 in the amount of \$212,363.81 & electronic fund transfers in the amount of \$23,753.31 for a grand total of \$236,117.12 and claims voucher list dated September 5th, 2024 which includes voucher number 56292 through 56333 in the amount of \$136,145.39 & electronic fund transfers in the amount of \$0.00 for a grand total of \$136,514.39.

B. Payroll Voucher.

Payroll check numbers 24263 through 24264 in the amount of \$11,861.01 & electronic deposit transmissions in the amount of \$201,656.22 for a grand total of \$265,148.73 for the period covering August 1-15 2024 and payroll check numbers 24265 through 24269 and voided check numbers 24270 through 24273 in the amount of \$9,508.89 & electronic deposit transmissions in the amount of \$240,738.97 for a grand total of \$250,247.86 for the period covering August 16-31, 2024.

C. Meeting Minutes – July 31st, 2024 and August 21st, 2024.

Motion: Councilmember Moore made a motion to approve the consent agenda items A and B as prepared. Seconded by Councilmember Tracy.

Motion passed (7-0).

Motion: Councilmember Hogan made a motion to approve the meeting minutes for July 31st, 2024 and August 21st, 2024. Seconded by Councilmember Moore.

Motion passed (7-0).

8. EXECUTIVE SESSION.

City Administrator Scott Larson stated that the City would enter into an executive session pursuant to RCW 42.30.110(1)(i) pertaining to pending litigation or proposed legal risk of a proposed action when public discussion would have adverse legal or financial consequences, for ten minutes, with no action to follow.

8:10pm – executive session began.
8:20pm – executive session was extended for 8 minutes.
8:28pm – executive session ended.

9. CLOSED SESSION.

City Administrator Scott Larson stated that the City would enter into an executive session pursuant to RCW 42.30.140(4) to discuss collective bargaining for fifteen minutes with no action to follow.

8:30pm – closed session began.
8:45pm – closed session extended for 22 minutes.
9:07pm - closed session ended.

10. EXECUTIVE SESSION.

City Administrator Scott Larson stated that the City would enter into an executive session pursuant to RCW 42.30.110(1)(i) pertaining to potential litigation or proposed legal risk of a proposed action when public discussion would have adverse legal or financial consequences, for one minutes, with no action to follow.

9:07pm – executive session began.
9:08pm – executive session extended for one minute.
9:09pm – exective session ended.

11. ADJOURNMENT.

Motion: Deputy Mayor Gunther made a motion to adjourn. Seconded by Councilmember Tracy.

Motion passed (7-0).

Mayor Penner adjourned the meeting at 9:09pm.

ATTEST:

Joshua Penner, Mayor

Kimberly Agfalvi, CMC, City Clerk



**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	9.25.2024
	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 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 its 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

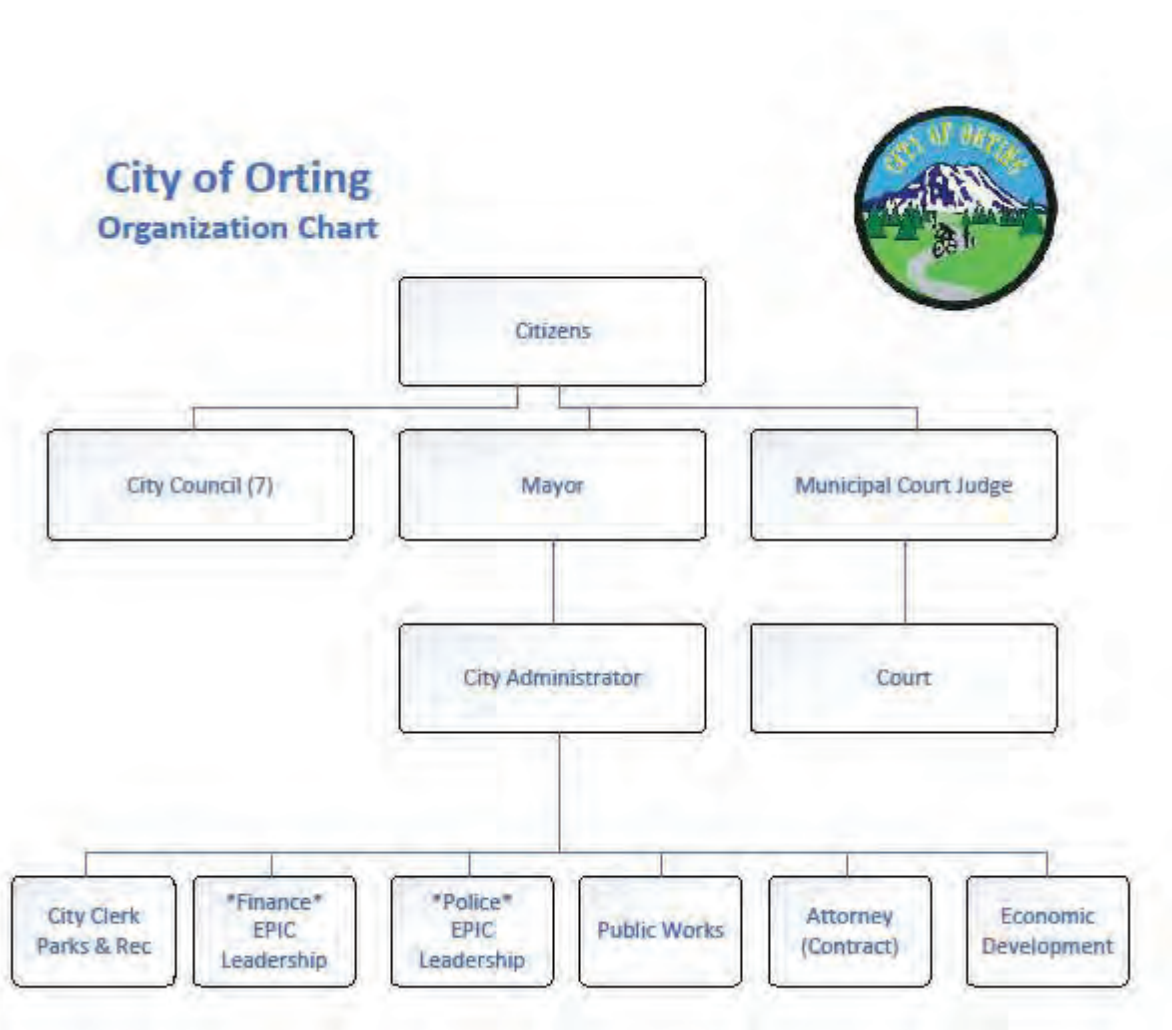
ATTEST/AUTHENTICATED:

Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

Charlotte Archer, City Attorney
Inslee Best, PLLC

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

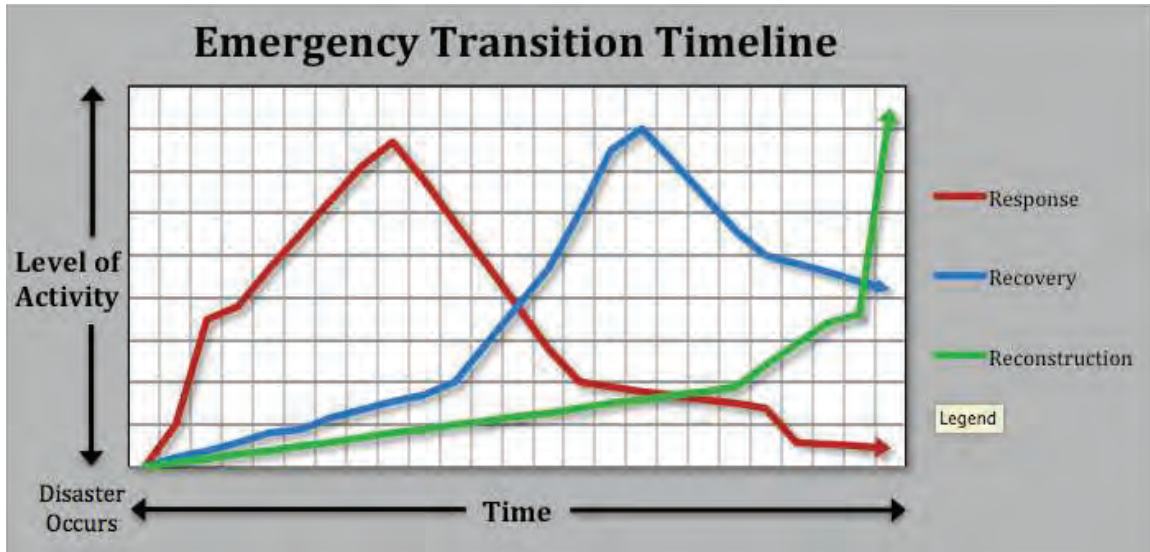
Purpose:

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
			Insufficient data to draw numbers from at this time or map susceptible areas.
<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: Purchasing Policy Update	AB24-96	Public Works		
		9.4.2024	9.18.2024	9.25.2024
	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 #:	<u>N/A</u>			
Timeline:	As soon as possible			
Submitted By:	Gretchen Russo			
Fiscal Note: None				
Attachments: Draft Purchasing Policy				
SUMMARY STATEMENT:				
General Policy Update:				
<p>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.</p> <p>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.</p>				
Architect and Engineering Services Discussion:				
<p>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.</p>				
RECOMMENDED 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 ~~City~~ ~~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

250-350

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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: 2025 SCORE Jail Interlocal Agreement.	AB24-76	Public Safety		
		9.5.2024	9.18.2024	9.25.2024
	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 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 detainees:

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 detainees.
 - 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	9.25.2024
	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 MOTION: Motion:				
To approve the 2024-2026 School Resource Officer Interlocal Agreement as presented.				

**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.

**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, Scheduling 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, 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	\$8 64 .00 / hour
202 53 – 202 64 School Year	\$8 86 .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.



**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	9.25.2024
	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 from December 16th – December 22nd, 2024 for a flat rate of \$1,000.</p>				
RECOMMENDED MOTION: <u>Motion:</u>				
<p>To authorize the Mayor to enter into a facility rental agreement with Big J's for their annual holiday sale as for December 16th – December 22nd, 2024 for a flat rate fee of \$1,000.00.</p>				



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	9.25.2024
	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 MOTION: <u>Motion:</u>				
<p>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 2nd 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.</p>				

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:



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.

Street Projects

Funding Source

- | | | |
|---------------------------------|-------------|--|
| • 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) |

Parks

- | | | |
|------------------------------------|-----|---|
| • 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.

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
<i>REET</i>	<i>\$0.00</i>	<i>\$850,000.00</i>
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	<u>\$480,888.00</u>	<u>\$2,000.00</u>
Total Appropriations	\$23,180,455.00	\$29,412,200.70



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Capital Assets Policy.	AB24-82	CGA		
		9.4.2024	9.18.2024	9.25.2024
	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 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~~ ~~departiment~~ 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>

-

~~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: Sourcewell Cooperative Purchasing Agreement.	AB24-85	CGA		
		9.4.2024	9.18.2024	9.25.2024
	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 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

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

Participating Entity:

By _____
Authorized Signature – Signed

By _____
Name – Printed
Title _____
Date _____

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: 2024 Police Vehicle Purchase.	AB24-94			
			9.18.2024	9.25.2024
	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 MOTION: <u>Motion:</u>				
<p>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.</p>				



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
the budget approval
Sep council

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="1"> <tr> <td> 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> INTERIOR <input type="checkbox"/> 12" PRODUCTIVITY SCREEN <input type="checkbox"/> 1TOUCH 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> 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/EV & 12" SCREEN </td> <td> 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



**City of Orting
Council Agenda Summary Sheet**

Subject: Employment Agreement for Public Works Director.		Committee	Study Session	Council
	Agenda Item #: AB24-91	N/A		9.11.2024 9.25.2024
	Department:	Executive		
	Date Submitted:	9.3.2024		
Cost of Item:		N/A		
Amount Budgeted:		N/A		
Unexpended Balance:		N/A		
Bars #:		N/A		
Timeline:		N/A		
Submitted By:		Mayor Penner		
Fiscal Note: N/A				
Attachments: Employment Contract				
SUMMARY STATEMENT: At the Council meeting on September 11 th , 2024 Council appointed Ryan McBee as the City of Orting Public Works Director. Staff have prepared an employment agreement and it is being presented for Council Approval.				
RECOMMENDED MOTION: <u>Motion:</u> To authorize the Mayor to execute an employment agreement for the position of Public Works Director with Ryan McBee.				

**CITY OF ORTING
PROFESSIONAL SERVICES AGREEMENT
FOR
PUBLIC WORKS DIRECTOR**

THIS AGREEMENT is made and entered into between the CITY OF ORTING, a Washington municipal corporation (the “City”) and Ryan McBee (“Employee”) to describe the terms and conditions of Employee’s employment by the City as its Public Works Director.

RECITALS

Employee is hired by Employer as Public Works Director as of September 16, 2024 (the “Effective Date”). The parties wish to memorialize Employee’s at-will employment status, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above recital and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Employee and Employer agree as follows:

TERMS

1. Services.

Employee shall serve as City Public Works Director. Employee’s starting date is the Effective Date, and the term of employment shall continue until terminated as provided herein. Employee’s specific responsibilities are described in a Job Description that Employer will provide to Employee and that will be maintained in the Employer’s Human Resources Department. A copy of Employee’s Job Description as of the date of this agreement is attached to this agreement as Exhibit 1, provided Employee’s job title, duties, and description are subject to change at the Employer’s discretion, and further provided that any additional job duties added to Employee’s Job Description that are substantially different from those listed in Exhibit 1 must be mutually agreed upon between the Employee and Employer.

Employee will report to and be supervised by the City Administrator.

2. Acknowledgement of Employment At-Will Status.

(a) Employee’s employment relationship is “at-will” meaning that either Employee or Employer can terminate the employment relationship at any time, for any reason or for no reason at all, with or without notice, and without cause. Nothing about this Employment Agreement is intended to modify or alter the at-will employment relationship of Employer and Employee.

(b) To the extent this provision conflicts with any aspect of the City’s personnel policies and procedures handbook, past pattern and practice, or other memoranda, the terms of this Agreement shall control. All other non-conflicting provisions of the City’s personnel policies and procedures handbook will apply.

3. Compensation.

(a) Employee's compensation is \$11,857.73 per month for the remainder of 2024. The pay range for subsequent years is determined annually by the Council. The amount of monthly compensation within Employee's pay range to be paid to Employee will be mutually agreed upon between the Employee and Employer, and will be paid in accordance with the City's standard payroll schedule and process for other City employees (the "Compensation"). Compensation for any partial month of employment shall be prorated. In order to allow Employee an opportunity to discuss future potential adjustments to compensation, the Employer shall meet with Employee at the start of each new budget cycle prior to drafting and presenting a recommended draft budget to the Council. The purpose of this meeting is to allow an opportunity for the Employee to discuss adjustments to the Employee's pay range with the Employer prior to one being included in any draft budget presented to the Council. Employee acknowledges and agrees that the City Public Works Director position is an exempt administrative position under the Fair Labor Standards Act and Washington Minimum Wage Act, and that Employee shall not be entitled to receive monetary compensation for any overtime hours worked by Employee.

(b) In consideration for Employee's agreement to the characterization of their employment as at-will and provided that Employee first executes a full and complete waiver and release of claims in a form acceptable to the City, if Employer terminates Employee without cause as defined herein, Employer agrees: (1) to pay Employee three (3) months of Employee's then-base salary ("severance"), subject to City Council approval at the time this agreement is signed, provided such severance shall be payable within thirty (30) days following termination; and (2) to provide Employee and Employee's spouse and any dependents with up to three (3) months of premium payments for COBRA insurance paid for by the City, provided COBRA Payments by the City shall end before three (3) months if Employee becomes eligible for alternative insurance coverage.

(c) For purposes of this Agreement, "cause" shall mean: (1) Employee's conviction of, plea of guilty to, or plea of nolo contendere to a felony or gross misdemeanor involving theft, dishonesty or moral turpitude; (2) any act of fraud, embezzlement, theft or dishonesty by Employee against the City, or committed by Employee in Employee's performance of her duties or in her official capacity; (3) Employee's unreasonable neglect or refusal to perform the duties and responsibilities assigned to Employee; or (4) any material breach of this Agreement or material violation of City rules, policies or procedures; provided, that with respect to subsections (3) or (4) above. Employee shall first be provided with written notice outlining Employee's failure or breach and shall be given an opportunity to cure such failure or breach within twenty (20) days of such notice.

(d) Employee shall not receive or be entitled to any severance for Employee's termination with cause or Employee's voluntary resignation. Following the termination of Employee's employment for cause, the City shall in accordance with its normal payroll schedule and practices pay to Employee their prorated monthly salary earned through the effective date of termination. In all cases of separation with the City, Employee will be paid out for all unused vacation, comp, and holiday. The employee shall be eligible to receive 25% of sick leave hours accrued and unused up to the date of separation with the city after returning all city property and records.

4. Hours of Work. Employee is expected to devote their full time, attention and energies to the business of the City during the employment period, and will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain or other pecuniary advantage without written permission from the Mayor. Nothing in this section is intended to prohibit Employee's ability from making personal investments or conducting private business affairs, or engage in investment activities for their spouse or dependents so long as these activities are not deemed to be a conflict of interest under state law or would otherwise be a violation of state or federal law, and do not materially interfere with the services required under this Agreement. Employee shall be available outside of dedicated hours to assist the City, including attending occasional night meetings and on weekends and holidays.

5. Benefits.

(a) Employee will accrue vacation leave at a rate of 13.34 hours per month (20 days per year). Employee may accrue up to 360 hours of vacation, but no more than 240 hours of vacation will be paid out upon separation. Employee will accrue sick leave at a rate of 8 hours per month (12 days per year). All vacation, comp, holiday, and sick leave hours accrued by Employee that are available to the Employee prior to the effective date of this agreement will survive this agreement and continue to be available to the Employee after the effective date, subject to any accrual caps set out in this agreement.

(b) As approved and authorized in advance by the Mayor, and consistent with City travel policies and procedures, the City shall pay for Employee's participation in and attendance at seminars and conferences of local, state and national organizations that are engaged in subject areas of relevance to City business.

(c) Unless specifically outlined in this agreement, all other benefits, including but not limited to health care coverage, disability insurance coverage, life and accidental death and dismemberment insurance coverage, State retirement benefit, holiday leave, sick leave, and management leave shall be provided to Employee on the same basis as other non-represented employees, all as described and defined in the City's personnel policies and procedures handbook.

(d) Employee shall be entitled to enroll in any medical plan that is available to the City's non-Law Enforcement employees. In the event the City requires employees to contribute a portion of their spouse's and/or dependents' premium in a personnel policy, Employee shall pay that amount which is currently twenty percent (20%) of that premium.

(e) While employed by the City, Employee may submit claims for mileage reimbursement incurred in the performance of City business in accordance with City policy, provided that such claims are submitted within 30 days after the date the expense is incurred.

6. Indemnification.

Employer shall defend, indemnify and hold Employee harmless from claims, causes of action, injuries, damages, suits, costs and fees (including attorney fees) that arise as a result of Employee performing the duties within the scope of their employment by Employer.

7. City Policies. While employed by the City, Employee shall familiarize himself and comply with all policies of the City as those policies may be issued and amended from time to time. The City reserves the right, in its sole discretion, to supplement, modify, deviate from or terminate such policies at any time.

8. Public Records. Employee agrees to keep, maintain, and ensure proper and secure storage of City's public records as that term is defined at Chapter 42.56 RCW during the term of their employment. Such records will be available to and remain the property of the City. Employee agrees not to remove City records from the City's place of business except as expressly permitted by City policy.

9. Office, Uniforms and Equipment. City will furnish Employee with an office and provide in its budget for ordinary and necessary equipment in an amount to be established annually in the City's budget.

10. Return of Property. Upon voluntary resignation or termination of employment, Employee shall immediately return all of the City's property, including without limitation, all equipment, data, notes, writings, passwords and other documents and tangible materials whatsoever, in any format, and all duplicates and reproductions thereof, concerning any part of the City's business or operations or concerning any part of the Employee's activities as an employee of the City.

11. Miscellaneous Provisions.

(a) Assignment and Delegation. Employee's rights under this Agreement shall not be assignable nor shall Employee's duties be delegated without the prior written consent of Employer. Nothing contained in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties and their successors in interest and permitted assignees, any rights or remedies resulting from this Agreement unless so stated to the contrary.

(b) Construction and Validity. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

(c) Savings. In the event any provision of this Agreement is found to be unenforceable and not subject to modification as set forth above, for any reason, such unenforceable provision shall be deemed severed from this Agreement. The remaining provisions of this Agreement shall remain binding upon the parties according to their terms.

(d) Notice Provision. All notices, requests, demands, and other communications shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by United States certified or registered mail, prepaid, return receipt requested, to the parties at the addresses indicated below their respective signatures on the last page hereof (or at such other address as shall be given in writing by either party to the other).

(e) Successors and Assigns. All covenants, representations, warranties, and agreements of the parties contained herein shall be binding upon and inure to the benefit of their respective successors and permitted assigns.

(f) Captions and Paragraph Headings. Captions and paragraph headings are for convenience only, are not a part of this Agreement, and shall not be used in construing it.

(g) Amendments. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by Employee and Employer. Employee agrees that any subsequent change in job duties, salary, or compensation shall not affect the validity or scope of this Agreement.

(h) Entire and Sole Agreement. This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter of this Agreement and supersedes any and all prior or contemporaneous oral or written communications regarding it, all of which are merged herein.

(i) Waiver. The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by any party.

(j) Opportunity for Review by Legal Counsel. Employee acknowledges that he is signing this Agreement after having the opportunity to seek the advice of independent legal counsel.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, by their signatures below, the parties acknowledge that they have reviewed carefully what has been expressed in this Agreement, which they understand is a legally binding document, and that the understandings and agreements expressed in this document are binding upon them.

Dated this 25th day of September, 2024.

EMPLOYEE:

CITY OF ORTING:

Ryan McBee

Joshua Penner, Mayor

Attest:

Kim Agfalvi, CMC, City Clerk

Approved as to Form:

Charlotte A. Archer, City Attorney



**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>9/19/24 Update: Staff have prepared a Lease Agreement and Joint Use Parking Agreement and have presented them to the lease.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Motion to authorize the Mayor to sign a lease agreement and Joint Use Parking Agreement with the Orting Yard at 130 Corrin Ave. NW.				

JOINT USE PARKING AGREEMENT

This Off-Site Parking Agreement (“Agreement”) is entered into this _____ day of _____, 20____by and between City of Orting, a Municipal Corporation, whose mailing address is

PO Box 489, Orting, WA 98360, and Pierce County Parcel number is 0519293133

(“Licensor”) and **Orting Yard** _____, whose mailing address is

_____, and Pierce County Parcel number is

3670000211 _____ (“Licensee”).

RECITALS

WHEREAS, To lessen traffic congestion in the streets and to contribute to public safety by providing sufficient on-site and off-site areas for the maneuvering and parking of motor vehicles, the City of Orting, through its Zoning Code, establishes a minimum number of off-street parking and loading spaces necessary for the various land uses in the City of Orting; and

WHEREAS, Pursuant to Orting Municipal Code (“OMC”)13-5-3(I), Licensee’s property located at _130 Corrin Ave NW_____, Orting, WA (“Licensee’s Property”) is required to have off-street parking spaces but sufficient parking is not available on the premises of the use; and

WHEREAS, Pursuant to OMC 13-5-3(I), Licensor’s property located at _101 Washington Ave N____, Orting, WA (“Licensor’s Property”) is required to have _5_ off-street parking spaces and

has __35__ existing off-street parking spaces which results in an excess of __30__ off- street parking spaces; and

WHEREAS, Licensor has offered to Licensee for use, and Licensee desires to use, some of the off- street parking spaces on Licensor’s Property to satisfy Licensee’s Property off-street parking requirements; and

WHEREAS, the parties acknowledge that the off-street parking contemplated for use by Licensee is not for a single-family dwelling or multi-family dwelling; and

WHEREAS, the off-street parking that will serve Licensee’s Property for a **restaurant/bar** complies with all applicable parking requirements set forth in OMC 13-5-3, including, but not limited to, size, width, and distance from Licensee’s Property;

NOW THEREFORE, in consideration of the premises and the information stated above, the parties agree as follows:

1. Grant. Licensor grants Licensee and its invitees an irrevocable **license** to use a maximum of __1__ off-street parking spaces located on Licensor’s Property, which is described in detail on Attachment 1, attached hereto and incorporated herein by reference (“Off-Street Spaces”) in accordance with paragraph 2, below.

2. Effective date; duration. This Agreement shall be effective upon execution by both parties and written acceptance of the Agreement by the City Administrator. To effectuate OMC 13-5-3, the duration of this Agreement shall be valid and binding upon the parties for the entire period of time that Licensee’s Property is used as _the Orting Yard, restaurant/snack bar/bar, which necessitates the off-street parking set forth in OMC 13-5-3.

3. Amendment. The parties agree that this Agreement shall not be amended or terminated without written consent of both parties and the City of Orting Administrator’s (or

designee's), written acceptance of the same.

4. Cooperation. The parties agree to cooperate and work together in good faith to effectuate the purpose of this Agreement.

5. Entire agreement. This Agreement constitutes the entire agreement between Licensor and Licensee with respect to joint parking and shall not be amended or modified without specific written provision to that effect, signed by both Licensor and Licensee. The parties agree that any such amendment or modification shall not terminate or reduce the number of parking spaces available to Licensee or Licensee's invitees for the use of Licensee's Property.

6. Touches and concerns land. The parties agree that this Agreement touches and concerns the land and shall be binding upon their respective assigns, heirs and successors in interest. Licensee shall record this Agreement at its cost.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

LICENSOR:

LICENSEE:

By: _____ (DATE)

By: _____ (DATE)

ACCEPTED BY:

CITY OF ORTING, WASHINGTON:

City Administrator

(Date)

[Notary Page follows]

STATE OF WASHINGTON,)
)
COUNTY OF PIERCE)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State aforesaid, the day and year first above written.

My term expires _____
Notary Public

STATE OF WASHINGTON,)
)
COUNTY OF PIERCE)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State aforesaid, the day and year first above written.

My term expires _____
Notary Public

Attachment 1



PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (the "Lease") is dated _____, and is made by and between the City of Orting, a Municipal Corporation ("Lessor"), and _____ ("Lessee") relating to the parking space identified in Exhibit 1, located at 101 Washington Ave. N, Orting, WA 98360 (the "Property").

1. Parking Space. Lessor leases to Lessee on the terms and conditions herein set forth the parking space identified in Exhibit 1, located at the Property ("Parking Space").

2. Rent. Lessee shall pay to Lessor rent in the amount of \$665.97 per year for the Parking Space. All rental payments must be received by Lessor on or before **October 1st**. Payments received after the 5th business day shall be considered late and a late fee of \$25.00 will be charged to Lessee. All rent shall be delivered (or mailed) to Lessor at City of Orting, PO Box 489, Orting, WA 98360.

3. Term. The term of this Lease shall be for 2 years, commencing on **October 1, 2024** and expiring on **September 30, 2026**.

4. Use of Space. The Parking Space is to be used by Lessee to meet their parking requirement in the City of Orting. This is a non-exclusive use of this space.

5. Items left in Vehicle. Lessor shall not be responsible for any loss, damage, or theft to any property left in any vehicles.

6. Damage to Vehicle. Lessor shall not be responsible for any loss, damage, or theft of any vehicle.

7. Default. If Rent is not received by the 5th business day after October 1. Lessee shall be in default and Lessor has the option to (a) terminate the lease without further notice to Lessee; (b) exercise any other rights permitted by law.

8. Indemnity. Lessee shall indemnify Lessor (and its officers, employees, and agents) against, and save Lessor (and its officers, employees, and agents) harmless from, any and all losses, damages, claims, liabilities, judgments, costs and expenses (including the reasonable cost and expense of defending any claim), arising directly or indirectly during the term of this Lease out of any act, omission or negligence of Lessee, its agents, guests or invitees.

9. Expenses and Attorney's Fees. Should either Lessor or Lessee employ an attorney to institute a legal proceeding against the other party for the purposes of collecting any monies due hereunder or in enforcing any of the provisions hereof, the non-prevailing party in any action pursued in a court of competent jurisdiction (the finality of which is not legally contested) shall pay to the prevailing party all reasonable costs and expenses, including attorney's fees, expended or incurred in connection with such proceedings.

10. Assignment and Sublet. Lessee's shall not have the right to assign or sublease the Parking Space to third parties.

11. Alterations. Lessee shall not make any alterations, additions, or improvements to the Parking Space without obtaining written consent from Lessor, which consent may be withheld at the Lessor's sole discretion.

12. Maintenance. Lessor shall be responsible for custodial maintenance of the parking space in the manner it maintains other adjacent public parking spaces.

13. Access to Premises. Lessor and its duly authorized representatives shall have the right at all times, with or without notice, to enter the Parking Space for the purposes of inspecting, examining, or performing maintenance upon the same.

14. Force Majeure. Except as Lessee's obligation to pay Rent, neither party hereto shall not be deemed in default with respect to any of the terms, covenants and conditions of this Lease on such party's part to be performed and such party's obligations hereunder if such party fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure material, failure of power, restrictive governmental laws and regulations, riots, Insurrection, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees), epidemics (including but not limited to COVID-19) or any other cause beyond the reasonable control of such non-performing party and any time for performance provided for herein shall be extended by the period of delay resulting from such cause.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Washington.

16. Insurance. Lessee's shall provide Lessor certificate of liability insurance naming Lessor as other insured with minimum coverage of five hundred thousand dollars per claim and one million dollars aggregate.

17. Severability. In the event any section of this Lease or portion thereof shall be held invalid or unenforceable, the remainder of the section and the remaining sections shall continue to be in full force and effect.

18. Entire Agreement. The parties understand and agree that this Lease constitutes the entire understanding between them, and there have been no representations, warranties, covenants, or conditions made by any party except for those contained in this Lease. Further, the parties agree that this Lease cannot be modified or terminated except by the written consent of all parties hereto.

Counterparts. This Lease may be executed in multiple 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 have executed this Lease as of the date stated above.

LESSEE:

Name: _____
Date: _____

Name: _____
Date: _____

LESSOR:

Name: _____
Date: _____

Exhibit 1





**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	9.25.2024
	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 MOTION: <u>Motion:</u>				
To authorize the Mayor to enter into a contract with Kenyon Disend for legal services.				

AGREEMENT FOR LEGAL SERVICES

I. PARTIES

This Agreement for Legal Services (“Agreement”) is made on this ____ day of September, 2024, between the City of Orting (“City”) and Kenyon Disend, PLLC (“Attorneys”).

II. SERVICES OF THE ATTORNEYS

The Attorneys shall provide the legal services set forth in this Agreement and shall work for the City at the pleasure of and under the direction of the Mayor. Kendra Rosenberg will serve as the City Attorney, and will direct the services provided under this Agreement.

III. QUALITY OF SERVICES

Attorneys shall perform all legal services covered by this Agreement in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

IV. SERVICES PROVIDED

The City Attorney shall be principally responsible for performing all legal work for the City, except prosecution of criminal cases, matters where defense is provided exclusively through insurance coverage, matters in which a conflict of interest exists, or as may otherwise be assigned by the Mayor. The following list of duties is illustrative, but is not necessarily inclusive, of the services to be performed by the Attorneys:

- (1) Review or draft City ordinances, agreements, resolutions, interlocal agreements, and other legal documents as requested by the City;
- (2) Represent the City in all lawsuits and other contested administrative proceedings commenced by or against the City, except where defense is provided through insurance coverage;
- (3) Consult with and advise the Mayor, City Councilmembers and staff members in person, by telephone, e-mail, or by written memo on City business; and
- (4) Attend regular City Council meetings and other meetings as requested by the Mayor.

V. FEES AND COSTS

City shall be billed for legal services at Attorneys’ hourly rates. Attorneys’ hourly rates for services through December 31, 2024, including necessary travel time, are attached hereto as

Exhibit A-1. Attorneys' hourly rates for services from January 1, 2025, to December 31, 2025, including necessary travel time, are attached hereto as Exhibit A-2. Attorneys' hourly rates for subsequent calendar years shall be provided to City on or before November 1 of the immediately preceding calendar year.

Attorneys will also charge City fifteen cents per page for black and white photocopying and facsimile transmissions, twenty-one cents per page for color photocopying, and shall be reimbursed for legal messenger services, postage, computerized legal research charges, filing fees advanced on behalf of City, and other direct expenses without markup. Attorneys shall not charge City for mileage reimbursement costs, nor for long-distance telephone charges.

Attorneys' current rates expressly account for any taxes or related charges ("charges") imposed on professional service providers by City and the State of Washington. In the event that any such additional charges are imposed during the term of this Agreement, Attorneys shall be entitled to recover any such additional charges as a reimbursable cost item on Attorneys' monthly billing statements.

VI. PAYMENT TERMS

Fees and costs are due in full from City upon billing by Attorneys. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the statement date.

VII. TIME RECORDS

Attorneys will maintain accurate time records describing the services performed and the dates upon which said services were performed, and shall provide a monthly statement to City setting forth the time expended for such services.

VIII. AGREEMENT PERIOD

This Agreement shall remain in effect until terminated. Each party shall have the right to terminate this Agreement upon 30 days written notice.

IX. INDEMNIFICATION/HOLD HARMLESS

Attorneys shall defend, indemnify, and hold harmless the City, the City Council, its officers, employees, agents and volunteers, from all liability or financial loss, including legal expenses and costs of expert witnesses and consultants, resulting from any suits, claims, losses or actions brought by any person or persons, by reasons of injury and arising directly or indirectly from the acts, errors or omissions and operations by arising from this Agreement. Attorneys agree that the attorney/law firm's covenant under this section shall survive the termination of this

Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes the Attorneys waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**X.
INSURANCE**

Attorneys shall maintain for the protection of City a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate.

CITY OF ORTING

KENYON DISEND, PLLC

Kendra Rosenberg

By: _____
Mayor Joshua Penner

By: _____
Kendra S. Rosenberg

EXHIBIT A-1

**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

EXHIBIT A-2

**KENYON DISEND, PLLC
2025 HOURLY RATE SCHEDULE FOR CITY ATTORNEY SERVICES**

ATTORNEYS:

Michael R. Kenyon	\$435.00
Lisa M. Marshall	\$360.00
Hillary J. Evans	\$290.00
David A. Galazin	\$275.00
Robert D. Zeinemann	\$275.00
Kendra S. Rosenberg	\$275.00
Joanna M. Eide	\$265.00
Alexandra L. Kenyon	\$235.00
Kristin M. Husebye	\$190.00

PARALEGALS:

Margaret C. Starkey	\$180.00
Antoinette M. Mattox	\$160.00
Terry T. Curran	\$155.00