

COUNCILMEMBERS

Position No.

1. Tod Gunther
2. John Kelly
3. Tony Belot
4. Joh Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Scott Drennen



ORTING CITY COUNCIL

Study Session Meeting Agenda
Virtual, Meeting
Orting, WA
July 15, 2020
6PM.

CHAIR, DEPUTY MAYOR GREG HOGAN

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

The City is utilizing remote attendance for Councilmembers and City employees. Please note: OPMA rules regarding provision for the public in a space have been suspended by proclamation of the Governor. The meeting is however, available for the public to hear by a call in number. **To join the meeting by phone Dial: +1.888.748.9073 – Then key in the meeting ID: 195 754 472**

2. COMMITTEE REPORTS

Public Works

✚ *CM Drennen & CM Bradshaw*

Public Safety

✚ *CM Kelly & CM Belot*

Community and Government Affairs

✚ *CM Gunther & CM Williams*

3. STAFF REPORTS

- Engineering
- Planning
- Public Works
- City Clerk
- Court
- Police
- Assistant City Administrator/Treasurer
- City Administrator

4. MAYORS REPORT

5. EXECUTIVE SESSION

RCW 42.30.110(1)(i) subpart 2, to discuss with legal counsel litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency.

6. AGENDA ITEMS

A. AB20-55-Ordinance Granting Petition to Vacate Unopened Portion of Kansas Street.

✚ *Charlotte Archer*

B. Discussion- Citizen Representative-Use Of Force Board

✚ *Chris Gard/ Mayor Penner*

C. AB20-56-Catch Basin Cleaning Bid Results.

✚ *CM Drennen / CM Bradshaw / Greg Reed*

D. **AB20-57**- Interagency Agreement with the Washington State Department of Commerce for CARES Funding- Resolution No 2020-17, A Resolution Of The City Of Orting, Washington, Authorizing The Mayor To Execute An Interagency Agreement With The Washington State Department Of Commerce For Cares Act Funding.

🗳️ **Scott Larson**

E. **AB20-58** School Resource Officer – Inter local Agreement (SRO ILA) Renewal.

🗳️ **Scott Larson**

F. **Discussion**- Surplus of City Hall-Commercial Appraisal.

🗳️ **Mark Bethune**

7. **ADJOURNMENT**- **Motion:** **To Adjourn.**



**City Of Orting
Council Agenda Summary Sheet**

| | Agenda Bill # | Recommending Committee | Study Session Dates | Council Meeting Date |
|--|--|-------------------------------|----------------------------|---|
| Subject: Ordinance Granting Petition to Vacate Unopened Portion of Kansas Street | AB20-55 | | 7.15.20 | Public hearing: 7.8.20 7.29.20 |
| | | | | |
| | | | | |
| | Department: | Administration | | |
| | Date Submitted: | | | |
| Cost of Item: | <u>\$NA</u> | | | |
| Amount Budgeted: | <u>\$NA</u> | | | |
| Unexpended Balance: | <u>\$NA</u> | | | |
| Bars #: | | | | |
| Timeline: | | | | |
| Submitted By: | Mark Bethune, City Administrator; Charlotte Archer, City Attorney; JC Hungerford, City Engineer | | | |
| Fiscal Note: | | | | |
| Attachments: Ordinance No. 2020-1062, Granting Petition to Vacate Unopened portion of Kansas Street; Exhibit A – Legal Description; Exhibit B – Depiction of Area to be Vacated; Comments from City Engineer regarding compensation; Petition from Scott Corliss | | | | |
| SUMMARY STATEMENT: The City received a petition for vacation of a 512 sq. ft. portion of unopened Kansas Street at the intersection to Calistoga from Scott Corliss, the owner of the abutting parcel to the south (the “Petitioner”). The Petitioner owns more than two-thirds of the property abutting the portion of property sought to be vacated. The remaining properties abutting the portion of property sought to be vacated are owned by PSE and the Wang Family. The Petition is included in this packet. This right of way, inclusive of areas of the right of way that are not sought for vacation, was originally purchased by the City for \$100 in 1938. | | | | |
| The portion of right of way at issue in the petition is not currently used for right of way purposes. Due to long-standing confusion as to the boundaries of the City’s right of way in this area, the portion of right of way at issue in the petition currently houses a portion of a cell tower owned by the Petitioner, as well as fencing and landscaping. The City has no current plans to develop this lands into a public road now or in the future. There are no utilities currently in this portion of right of way. | | | | |
| Under RCW 35.79.030, the City Council has the discretion to review the petition and make a determination as to whether to grant or deny the petition, after a public hearing. The City Council’s determination should be based, in part, on whether the right of way is of no value to the City’s transportation plans, now and in the foreseeable future. The Council may not vacate right-of-way unless it determines that to do so is in the public interest, and included in that determination is whether the potential development or use of the vacated right of-way would be in the public interest. A petitioner does not have a right to a street vacation; it is a discretionary legislative act. | | | | |

RCW 35.79.030 grants cities the authority to require compensation for street vacation, but does not impose an obligation to do so. Greater Harbor 2000 v. Seattle, 132 Wn.2d 267 (1997). The type of methodology used to determine fair market value is also discretionary, since whether to require any compensation is also optional.

The Council held a public hearing on this petition at its regular meeting on July 8, 2020. At that hearing, testimony was given by Colleen Harris of Apex Engineering on behalf of the Petitioner. Ms. Harris testified that the need for the vacation was due to a surveying error that misidentified the centerline of the unopened portion of Kansas Street, which had the unintended consequence of shifting the southern boundary of the ROW so that it encroaches on the Petitioner's real property.

Staff recommends granting the petition to vacate the unopened right of way, and requiring compensation in the amount specified in the Engineer's notes submitted herewith.

RECOMMENDED ACTION: Move forward to the Council Meeting on July 29, 2020.

Motion to Adopt Ordinance No. 2020-1062, Vacating A Portion of Unopened Kansas Street Southwest near the intersection of Kansas Street and Calistoga Street West.

**CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2020-1062**

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, VACATING A PORTION OF UNOPENED
KANSAS STREET SOUTHWEST NEAR THE
INTERSECTION OF CALISTOGA STREET WEST AND
KANSAS STREET SOUTHWEST; ESTABLISHING THE
CONDITIONS OF SUCH VACATION; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, pursuant to RCW Ch. 35.79, the owners of any real estate abutting upon any unopened street or alley who may desire to vacate the street or alley, or any part thereof, may petition the City to seek vacation of that street or alley; and

WHEREAS, the City of Orting has received a petition from Scott Corliss who owns property abutting a certain portion of unopened Kansas Street as shown on the attached Exhibit A; and

WHEREAS, the petition is signed by the owners of more than two-thirds of the property abutting the portion sought for vacation; and

WHEREAS, by Resolution No. 2020-15, the City Council set the public hearing on the street vacation petition for July 8, 2020, which is not less than twenty days after the passage of the Resolution; and

WHEREAS, the City Clerk provided public notice of the pending street vacation petition and public hearing in accordance with Ch. 35.79 RCW; and

WHEREAS, the City Council held a public hearing on the proposed street vacation on July 8, 2020;

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

Section 1. Public Notice. The City Council finds that at least twenty days' notice and not and not more than sixty days' notice of the pendency of the street vacation petition and the public hearing thereon, and that notice was also posted on the street or alley sought to be vacated.

Section 2. Public Hearing. The City Council held a duly noticed public hearing on the petition for street vacation on July 8, 2020.

Section 3. Testimony at Public Hearing. The following members of the public testified at the public hearing: Colleen Harris, APEX Engineering, on behalf of the Petitioner Scott Corliss.

Section 4. Objections. Pursuant to RCW 35.79.020, if fifty percent of the abutting property owners file written objection to the proposed vacation with the City Clerk, prior to the time of hearing, the City shall be prohibited from proceeding with the resolution. No objections were filed with the Clerk to this vacation.

Section 5. City Council Findings. After hearing the testimony of the public and considering the staff report and all other relevant facts, the City Council finds as follows:

A. The relevant portion of unopened Kansas Street is not adjacent to or near a water body, and is not needed for public travel now or in the foreseeable future. The City is not maintaining the relevant portion of unopened Kansas Street for public travel.

B. There are no public utilities located within the relevant portion of unopened Kansas Street, and accordingly the City does not require an easement across the relevant property at the conclusion of this vacation.

C. The vacation provides a public benefit to the City of Orting.

Section 6. City Council Conclusions. After making the above findings regarding the proposed street vacation, the City Council concludes that the proposed vacation serves the public interest and that the street or alley sought to be vacated is not suitable for use by the City for public travel purposes. Therefore, the City Council concludes that the relevant portion of unopened Kansas Street, as more particularly described in the legal description attached hereto as Exhibit A, and as shown on the map attached hereto as Exhibit B, shall be vacated upon the following conditions:

A. **Compensation.** The Petitioners shall compensate the City for this street vacation according to the requirements of RCW 35.79.030. Based on the analysis by the City Engineer and other relevant facts, this compensation amount is \$ _____.

Section 7. Recording. Once the compensation required by Section 6 is paid to the City if any is identified herein, a certified copy of this Ordinance vacating the street or alley or portion thereof shall be recorded by the City Clerk with the Pierce County Auditor, as required by RCW 35.79.030.

Section 8. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 9. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 10. Effective Date. This Ordinance shall not be effective or recorded unless compensation is paid to the City if required by Section 8 above. After payment of such compensation if required, this Ordinance shall take effect and be in full force and effect five days after publication, as provided by law. If such compensation is required and is not paid on or before sixty days from adoption of this Ordinance, this Ordinance shall be null and void.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF _____, 2020.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

Charlotte A. Archer, City Attorney
Inslee Best, PS

Filed with the City Clerk: 7.10.20

Passed by the City Council:

Date of Publication:

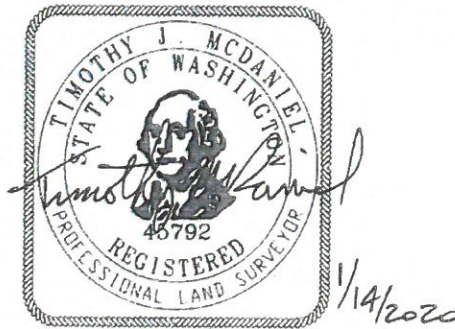
Effective Date:

EXHIBIT A
RIGHT OF WAY VACATION LEGAL DESCRIPTION
(BENEFITTING TPN 0519311093)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 89°40'14" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, 519.25 FEET TO A POINT ON THE WESTERLY MARGIN OF CALISTOGA AVENUE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL DEEDED TO THE TOWN OF ORTING PER AUDITOR'S FILE NO. 1240716, RECORDS OF PIERCE COUNTY AUDITOR;
THENCE CONTINUING SOUTH 89°40'14" WEST, ALONG THE NORTH LINE OF SAID PARCEL AND SAID SUBDIVISION, 359.12 FEET TO THE **POINT OF BEGINNING**;
THENCE SOUTH 46°59'31" EAST, 21.86 FEET TO THE SOUTH LINE OF SAID PARCEL;
THENCE SOUTH 89°40'14" WEST, ALONG SAID SOUTH LINE, 42.07 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;
THENCE NORTH 00°19'46" WEST, ALONG THE WEST LINE OF SAID PARCEL, 15.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND THE NORTH LINE OF AFORESAID SUBDIVISION;
THENCE NORTH 89°40'14" EAST, ALONG THE NORTH LINES OF SAID PARCEL AND SAID SUBDIVISION, 26.17 FEET TO THE **POINT OF BEGINNING**.

(CONTAINING 512 SQ. FT., MORE OR LESS)



TIMOTHY J. MCDANIEL, P.L.S.
WASHINGTON STATE REGISTRATION NO. 45792



CITY OF ORTING

110 TRAIN ST SE, PO BOX 489, ORTING WA 98360
Phone: (360) 893-2219 FAX: (360) 893-6809
www.cityoforting.org

PETITION TO VACATE A STREET, ALLEY OR PUBLIC EASEMENT

Name of Petitioner(s): Scott Corliss TTEE

Address: 3106 Sumner Tapps Hwy E. Suite A, Lake Tapps WA 98391

Email: scottc@corlissresources.com

Phone: 253-826-5003

Preferred Method of Communication: **Email / Mail**

Name and Contact Information for Any Requested Additional Recipient of Documents Relating to
Petition: Colleen Harris, Apex Engineering 253-473-4494 x 1116 harris@apexengineering.net

Legal Description of Street, Alley or Public Easement to be vacated:

See attached

Pierce County Tax Parcel Number (or portion thereof): Public Right-of-Way

Size of Street, Alley, Public Easement, or Part Thereof to be vacated (in square feet): 512

Does the Street, Alley Public Easement or Part Thereof abut any body of water? No If so, please describe:

Will the vacation result in any parcel of land being denied direct access? No

Basis for requesting the vacation: Petitioner owns a parcel that, at the northeast corner is currently encumbered by an un-used segment of unopened right of way. That unopened right of way is not used by the City for any purpose, and there is fencing, trees and shrubs present that have been in place for many years. The City has apparently abandoned maintaining this area in a manner accommodating municipal road use.

PETITION PER RCW 35.79.010

We, the owners of two-thirds of the real property abutting the street, alley, or part thereof, or underlying the public easement, or part thereof, legally described on page 1 of this Petition, petition the City Council of the City of Orting to vacate this street, alley, public easement, or part thereof:

| NAME | ADDRESS | LEGAL DESCRIPTION |
|------|---------|-------------------|
|------|---------|-------------------|

Scott Corliss

3106 Sumner Tapps Hwy E. Suite A
Lake Tapps WA 98391

Parcel B of BLA 2011-09-23-5001

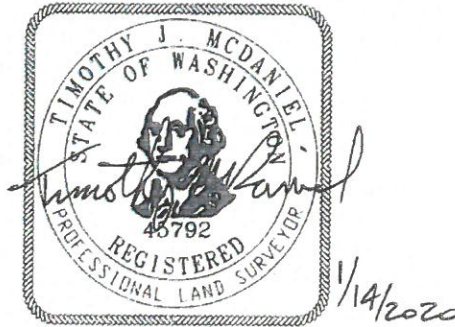


EXHIBIT A
RIGHT OF WAY VACATION LEGAL DESCRIPTION
(BENEFITTING TPN 0519311093)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 89°40'14" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, 519.25 FEET TO A POINT ON THE WESTERLY MARGIN OF CALISTOGA AVENUE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL DEEDED TO THE TOWN OF ORTING PER AUDITOR'S FILE NO. 1240716, RECORDS OF PIERCE COUNTY AUDITOR;
THENCE CONTINUING SOUTH 89°40'14" WEST, ALONG THE NORTH LINE OF SAID PARCEL AND SAID SUBDIVISION, 359.12 FEET TO THE **POINT OF BEGINNING**;
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THENCE NORTH 89°40'14" EAST, ALONG THE NORTH LINES OF SAID PARCEL AND SAID SUBDIVISION, 26.17 FEET TO THE **POINT OF BEGINNING**.

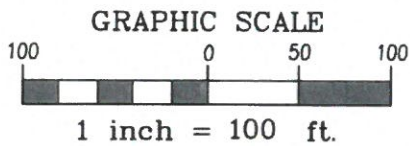
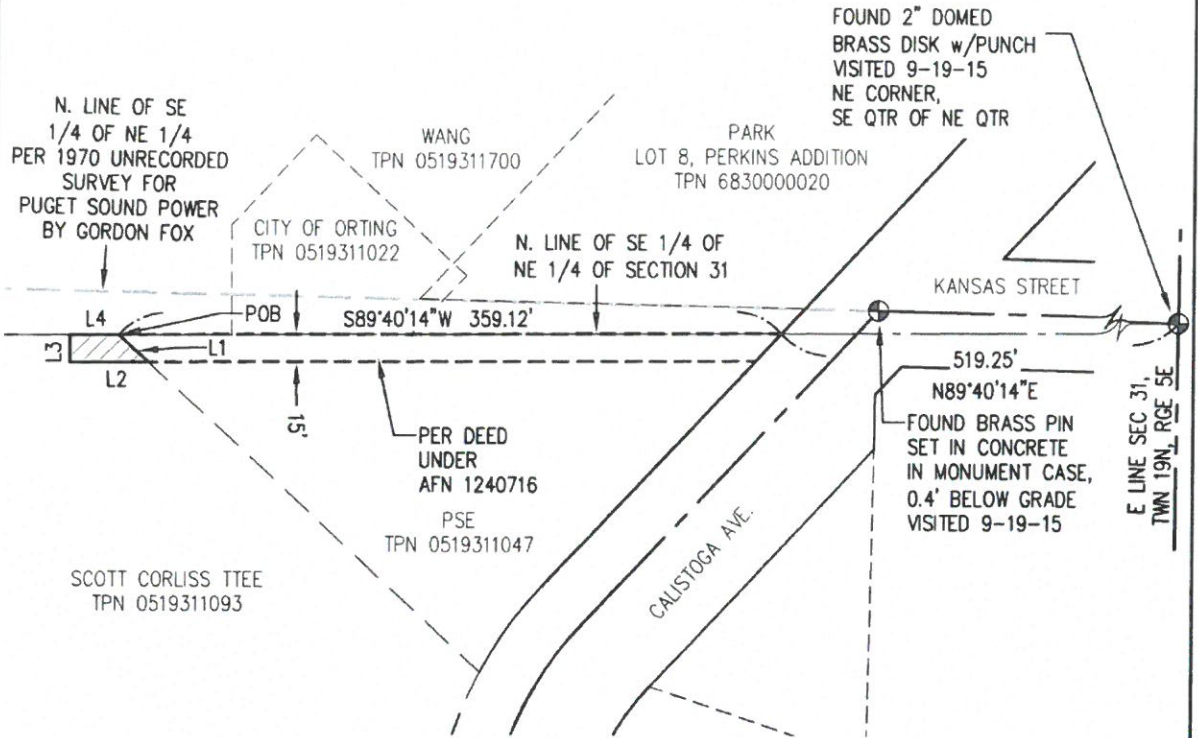
(CONTAINING 512 SQ. FT., MORE OR LESS)



TIMOTHY J. MCDANIEL, P.L.S.
WASHINGTON STATE REGISTRATION NO. 45792

EXHIBIT B

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31,
TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M.
CITY OF ORTING, PIERCE COUNTY, WASHINGTON



| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S46°59'31"E | 21.86 |
| L2 | S89°40'14"W | 42.07 |
| L3 | N00°19'46"W | 15.00 |
| L4 | N89°40'14"E | 26.17 |

SHEET 1 OF 1

| | | | |
|--|------------------|--|--|
| <p>ROW VACATION EXHIBIT (BENEFITING TPN 0519311093)</p> | | | <p>2601 South 35th, Suite 200 Tacoma, Washington 98409-7479 (253) 473-4494 FAX: (253) 473-0599 © APEX ENGINEERING LLC 2020</p> |
| APEX JOB NO: 33008 | DATE: 01/14/2020 | | |
| DRAWN BY: SLS | CHECKED BY: TJM | | |
| DWG. NO: 33008ROWEXH.DWG | SCALE: 1"=100' | | |



**City Of Orting
Council Agenda Summary Sheet**

| | | | | |
|--|---|---------------------------|----------------------|----------------|
| Subject: Catch Basin Cleaning Bid Results | | Committee | Study Session | Council |
| | Agenda Item #: AB20-56 | N/A | | |
| | For Agenda of: | 7/1/2020 | 7/15/2020 | |
| | | | | |
| | Department: | Public Works - Stormwater | | |
| | Date Submitted: | 7.15.2020 | | |
| Cost of Item: | <u>\$86,902.24</u> | | | |
| Amount Budgeted: | <u>\$40,000</u> | | | |
| Unexpended Balance: | <u>(\$46,902.24)</u> | | | |
| Bars #: | 410.594.31.63.50 | | | |
| Timeline: | Required completion by end of 2020 | | | |
| Submitted By: | Greg Reed | | | |
| Fiscal Note: The Cost of Item is the total cost for this contract. Staff based the budgeted amount on what we paid for this service in 2015. There is sufficient fund balance to cover the unbudgeted amount. | | | | |
| Attachments: Contract and Bid sheet | | | | |
| <p>SUMMARY STATEMENT: This item is a requirement of the Western Washington Phase II Municipal Stormwater permit. An RFP process was completed to secure written proposals for catch basin cleaning services utilizing MRSC Rosters and advertising in the local newspaper. Five proposals was received through our advertising process.</p> <p>Ventilation Power Cleaning is the lowest responsible bidder.</p> | | | | |
| <p>RECOMMENDED ACTION: Move to the consent agenda for the next meeting.</p> <p>FUTURE MOTION: <i>To Approve Ventilation Power Cleaning as the low bidder and authorize the Mayor to sign a contract for catch basin cleaning not to exceed \$86,902.24.</i></p> | | | | |

2020 Catch Basin Cleaning

| Company | Schedule 1 |
|----------------------------|-------------------|
| Ventilation Power Cleaning | \$86,902.24 |
| Pipeline Video Cleaning | \$107,702.00 |
| Olson Bros. Pro-Vac | \$103,105.26 |
| Northwest Cascade, Inc. | \$97,781.82 |
| Linescape of WA | \$136,276.88 |
| | |



**City Of Orting
Council Agenda Summary Sheet**

| | Agenda Bill # | Recommending Committee | Study Session Dates | Council Meeting Date |
|---|--|-------------------------------|----------------------------|-----------------------------|
| Subject: Interagency Agreement with the Washington State Department of Commerce for CARES Funding; Use of Funds | AB20-57 | | July 15, 2020 | |
| | | | | |
| | Department: | Administration | | |
| | Date Submitted: | 7/8/2020 | | |
| Cost of Item: | <u>\$251,400</u> | | | |
| Amount Budgeted: | <u>\$0</u> | | | |
| Unexpended Balance: | <u>N/A</u> | | | |
| Bars #: | TBD | | | |
| Timeline: | Funds must be spent by October 31, 2020 | | | |
| Submitted By: | Scott Larson, Deputy City Administrator; Charlotte Archer, City Attorney | | | |

Fiscal Note:

Attachments: Resolution No. 2020-17; Exhibit A - Interagency Agreement with the Washington State Department of Commerce for CARES Funding

SUMMARY STATEMENT:

The City of Orting has been allocated \$251,400 (\$30 per capita) in Coronavirus Relief Funds (CRF) for Local Governments through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, for use in combating the COVID-19 pandemic. In order to access those funds on a reimbursement basis, the City is required to enter into an Interagency Agreement with the Washington Department of Commerce—the agency tasked with administering the CRF Program. The Interagency Agreement sets out the terms and conditions for the receipt, use and documentation of the funds.

To be eligible for reimbursement, expenditures must be used for actions taken to respond to the public health emergency and may not be used to fill shortfalls in the City’s revenue. Currently, the City has spent funds for allowable expenses including PPE for staff, expenses for technical assistance and equipment, and expenses to modify workspaces and public areas to protect staff and members of the public.

Use of Funds: To date the city has spent approximately \$40,000 on its response to COVID-19 which includes emergency supplies, cleaning services and staff time. As it is unclear how long these additional efforts will continue, staff recommend holding aside \$100,000 to fund the city’s response.

For the remaining \$150,000, staff would recommend that council appoint an ad hoc committee to explore options on how to dedicate the funds. Ideas to date include partnering with organizations for social services, grants for child care, grants to organizations that help families with housing, grants to organizations providing food assistance, and looking at opportunities to provide economic assistance to local businesses.

RECOMMENDED ACTION: Move Forward to the Council meeting on 7.29.20 as a standalone item.

FUTURE MOTION: To approve Resolution No. 2020-17, authorizing the Mayor to execute an Interagency Agreement with the Department of Commerce to receive CARES Act funding.

**CITY OF ORTING
WASHINGTON**

RESOLUTION NO. 20-17

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE AN INTERAGENCY AGREEMENT WITH THE
WASHINGTON STATE DEPARTMENT OF COMMERCE
FOR CARES ACT FUNDING.**

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee declared the existence of a State of Emergency in all counties in the State of Washington due to the number of confirmed cases of COVID-19; and

WHEREAS, City of Orting Mayor Joshua Penner declared the existence of a State of Emergency in the City on March 13, 2020, and his declaration was ratified by the Council at its meeting on March 25, 2020; and

WHEREAS, on April 27, 2020, Governor Inslee announced an award to Washington's local governments of approximately \$300 million in federal stimulus funding made available to the state under the CARES Act; and

WHEREAS, these funds are administered by the Washington Department of Commerce, and in order to receive the funding the City must execute an interagency agreement with that agency which sets out the terms and conditions for receipt and use of the funds;

WHEREAS, the City desires to enter into the interagency agreement, receive the allocated funds, and utilize those funds to combat the COVID-19 pandemic and provide relief to the residents of Orting during this emergency;

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

Section 1. Approval and Authorization. The City Council approves of the Interagency Agreement between the City of Orting and the Washington State Department of Commerce attached hereto as Exhibit A and incorporated herein by this reference, and authorizes the Mayor and/or City Treasurer to execute the Agreement.

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

Section 4. Effective Date. This Resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF JULY, 2020.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk

Approved as to form:

Charlotte A. Archer
Inslee Best
City Attorney

Coronavirus Relief Funds for Local Governments Contract Working Papers

Local Government Name: Orting
COM Contract Number: 20-6541C-279
COM Short Code: CV20279
Grant Amount: \$251,400

Instructions:

Before you can receive funds a contract will need to be executed between your local governmental entity and the state. Please follow these steps to get the contracting process started:

1. Completely fill out the survey questions by typing your responses in the electronic version of this form;
2. Compile and email these documents to: Karma Shannon-Lawson at karma.shannonlawson@commerce.wa.gov

All grantees are required to set up an SWV number so funds may be sent electronically. Please find detailed instructions here: [Office of Financial Management](#). It may take up to three weeks after you submit this information for an electronic transfer account to be set up. You may immediately submit your contract readiness survey to us; we will automatically receive your SWV number from the office that sets them up.

Thank you for your assistance in making this contract-writing process as quick and easy as possible!

If you have any questions or need additional information, please contact Karma Shannon-Lawson, at karma.shannonlawson@commerce.wa.gov or (360) 810-0185.

GRANTEE INFORMATION

** Required Field*

| | |
|---|---|
| 1 | <i>List the contact information for the person who will administer the grant once the contract is signed. Grant documents and correspondence will be sent to this person.</i> |
| | First Name: * Scott |
| | Last Name: * Larson |
| | Title: * City Treasurer |
| | E-mail Address: * slarson@cityoforting.org |
| | Telephone Number: * 360-893-2219 x111 |
| 2 | Street Address: * PO Box 489 |
| | City: * Orting |
| | Zip Code: * 98360 |
| 3 | Statewide Vendor (SWV) number: * SWV0019080-02 |
| 4 | Your Federal Indirect Rate: |
| 5 | Your fiscal year end date: December 31 |
| 6 | <i>List the name and title for the person authorized by this organization to sign the contract.</i> |
| | First Name: Scott |
| | Last Name: Larson |
| | Title: City Treasurer |



Interagency Agreement with

City of Orting

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

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FACE SHEET

Contract Number: «Contract_Number»

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

| | | | |
|---|--|--|--|
| 1. Contractor City of Orting PO Box 489 Orting, WA 98360 | | 2. Contractor Doing Business As (optional) | |
| 3. Contractor Representative Scott Larson City Treasurer (360) 893-2219 x111 slarson@cityoforting.org | | 4. COMMERCE Representative «Full_Name» P.O. Box 42525 Project Manager 1011 Plum Street SE «LU_Project_ManagerPhone_Number» Olympia, WA 98504- Fax 360-586-5880 2525 «Mgr_Email» | |
| 5. Contract Amount \$251,400 | 6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | 7. Start Date March 1, 2020 | 8. End Date October 31, 2020 |
| 9. Federal Funds (as applicable) «Amount» | Federal Agency: US Dept. of the Treasury | CFDA Number: 21.999 | Indirect Rate (if applicable): «Indirect_Rate» |
| 10. Tax ID # 91-6001481 | 11. SWV # SWV0019080-02 | 12. UBI # 274000026 | 13. DUNS # 02-182-5732 |
| 14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020. | | | |
| 15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment “A” – Scope of Work, Attachment “B” – Budget & Invoicing, Attachment “C” – A-19 Certification, Attachment “D” – A-19 Activity Report | | | |
| FOR CONTRACTOR _____ «Sig_Auth_Whole_Name», «Sig_Authority_Title» _____ Date | | FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE. | |

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

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

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

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

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

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

**GENERAL TERMS AND CONDITIONS
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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS
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21. WAIVER

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

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury’s December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)


LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION
Page 2 of 2

- 6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.


- 7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

- 8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.




Printed Name



Title

Signature



Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

| Eligible Expenditures | Previously Reported Expenditures | Current Expenditures this Invoice | Total Cumulative Expenditures | Brief Description of Use of Funds |
|--|----------------------------------|-----------------------------------|-------------------------------|-----------------------------------|
| 1 Medical Expenses | | | | |
| A. Public hospitals, clinics, and similar facilities | \$ - | \$ - | \$ - | |
| B. Temporary public medical facilities & increased capacity | \$ - | \$ - | \$ - | |
| C. COVID-19 testing, including serological testing | \$ - | \$ - | \$ - | |
| D. Emergency medical response expenses | \$ - | \$ - | \$ - | |
| E. Telemedicine capabilities | \$ - | \$ - | \$ - | |
| F. Other: | \$ - | \$ - | \$ - | |
| Sub-Total: | \$ - | \$ - | \$ - | |
| 2 Public Health Expenses | | | | |
| A. Communication and enforcement of public health measures | \$ - | \$ - | \$ - | |
| B. Medical and protective supplies, including sanitation and PPE | \$ - | \$ - | \$ - | |
| C. Disinfecting public areas and other facilities | \$ - | \$ - | \$ - | |
| D. Technical assistance on COVID-19 threat mitigation | \$ - | \$ - | \$ - | |
| E. Public safety measures undertaken | \$ - | \$ - | \$ - | |
| F. Quarantining individuals | \$ - | \$ - | \$ - | |
| G. Other: | \$ - | \$ - | \$ - | |
| Sub-Total: | \$ - | \$ - | \$ - | |
| 3 Payroll expenses for public employees dedicated to COVID-19 | | | | |
| A. Public Safety | \$ - | \$ - | \$ - | |
| B. Public Health | \$ - | \$ - | \$ - | |
| C. Health Care | \$ - | \$ - | \$ - | |
| D. Human Services | \$ - | \$ - | \$ - | |
| E. Economic Development | \$ - | \$ - | \$ - | |
| F. Other: | \$ - | \$ - | \$ - | |
| Sub-Total: | \$ - | \$ - | \$ - | |
| 4 Expenses to facilitate compliance with COVID-19-measures | | | | |
| A. Food access and delivery to residents | \$ - | \$ - | \$ - | |
| B. Distance learning tied to school closings | \$ - | \$ - | \$ - | |
| C. Telework capabilities of public employees | \$ - | \$ - | \$ - | |
| D. Paid sick and paid family and medical leave to public employees | \$ - | \$ - | \$ - | |
| E. COVID-19-related expenses in county jails | \$ - | \$ - | \$ - | |
| F. Care and mitigation services for homeless populations | \$ - | \$ - | \$ - | |
| G. Other: | \$ - | \$ - | \$ - | |
| Sub-Total: | \$ - | \$ - | \$ - | |
| 5 Economic Supports | | | | |
| A. Small Business Grants for business interruptions | \$ - | \$ - | \$ - | |
| B. Payroll Support Programs | \$ - | \$ - | \$ - | |
| C. Other: | \$ - | \$ - | \$ - | |
| Sub-Total: | \$ - | \$ - | \$ - | |
| 6 Other COVID-19 Expenses | | | | |
| A. Other: | \$ - | \$ - | \$ - | |
| B. Other: | \$ - | \$ - | \$ - | |
| C. Other: | \$ - | \$ - | \$ - | |
| D. Other: | \$ - | \$ - | \$ - | |
| E. Other: | \$ - | \$ - | \$ - | |
| Sub-Total: | \$ - | \$ - | \$ - | |
| TOTAL: | \$ - | \$ - | \$ - | |



**City Of Orting
Council Agenda Summary Sheet**

| | Agenda Bill # | Recommending Committee | Study Session Dates | Regular Meeting Dates |
|---|-------------------------|-------------------------------|----------------------------|------------------------------|
| Subject: School Resource Officer Inter Local Agreement (SRO ILA) Renewal | AB20-58 | | | |
| | | 7/10/20 | 7.15.20 | 7.29.20 |
| | | | | |
| | Department: | Police/Finance | | |
| | Date Submitted: | August 1, 2020 | | |
| Cost of Item: | N/A Revenue Item | | | |
| Amount Budgeted: | N/A | | | |
| Unexpended Balance: | N/A | | | |
| Bars #: | 001-342-10-00-00 | | | |
| Timeline: | By Sept. 1 | | | |
| Submitted By: | Chris Gard/Scott Larson | | | |
| Fiscal Note: The School District will pay the City \$97,500 for the 2020-2021 school year and \$100,000 for the 2021 – 2022 school year. | | | | |
| Attachments: ILA and Attachments | | | | |
| SUMMARY STATEMENT: | | | | |
| <p>The School District and the City have negotiated a new ILA for School Resource Officer Services. We have agreed to prorate the fee by week in the event that in person school is prohibited. We have also increased the annual fee and the cost of overtime.</p> | | | | |
| RECOMMENDED ACTION: Move ILA to consent agenda on July 29, 2020 for ratification. | | | | |
| FUTURE MOTION: To approve the ILA with the Orting School District as prepared. | | | | |

**INTERLOCAL AGREEMENT BETWEEN THE ORTING SCHOOL DISTRICT
AND CITY OF ORTING
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made and entered into this ___ day of ____, 2020, 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 the services of one full-time police officer, known as a School Resource Officer ("SRO") to be stationed at Orting High School and serving 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”). 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 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, the SRO will be assigned to the District on a full-time, forty (40) hours 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.

Except as provided herein, scheduling for the SRO while school is in session will be determined by mutual agreement 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.

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 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.

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 1, 2020 through June 30, 2022. 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. 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 school buildings are closed 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. 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.

5. Emergency Situations. During days when 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: _____

Appendix A: Payment for Services Schedule

Payments to the City shall be based on the following schedule:

| | |
|-------------------------|--------------|
| 2020 – 2021 School Year | \$97,500.00 |
| 2021 – 2022 School Year | \$100,000.00 |

Additional hours that are requested by the District shall be based on the following schedule:

| | |
|-------------------------|----------------|
| 2020 – 2021 School Year | \$77.00 / hour |
| 2021 – 2022 School Year | \$79.00 / hour |

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.