

COUNCILMEMBERS

Position No.

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



ORTING CITY COUNCIL

Regular Business Meeting Agenda
 Virtual, Orting, WA
 July 29th, 2020
 7pm

Mayor Joshua Penner, Chair

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, 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 join the meeting use the following information: To join the meeting on a computer or mobile phone: <https://bluejeans.com/300112789?src=calendarLink> Phone Dial-in +1.408.419.1715. After calling in enter the Meeting ID: 300 112 789

REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA.

- 2. PUBLIC COMMENTS: Comments may be sent to the City Clerk at: jmontgomery@cityoforting.org by 4pm on July 29th, 2020, and will be read in to the record at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee.**

Any Request for Consent Agenda Item to Be Pulled For Discussion?

3. CONSENT AGENDA

- A.** Regular Meeting Minutes of July 8th, 2020.
- B.** Payroll and Claims Warrants.
- C.** AB20-56-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.

Motion: To approve Consent Agenda as prepared. OR Motion: To approve Consent Agenda with the exception of agenda item(s) # ____.

Consent Agenda Items Pulled For Discussion.

4. OLD BUSINESS

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

 **Charlotte Archer**

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.

- B. AB20-57-** Interagency Agreement with the Washington State Department of Commerce for CARES Funding; Use of Funds.

 **Scott Larson**

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.

5. NEW BUSINESS

- A. AB20-59-** Resolution Authorizing Mayor/Police to Execute Interagency MOU to Create Pierce County Force Investigation Team.

Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219
 Page 1 | 2

Upcoming Meeting: Next Regular Meeting: August 12TH, 2020, 7:00pm, (VIRTUAL)

✚ **Mayor Penner/Chief Gard**

Motion: to Adopt Resolution No. 2020-18, authorizing the Mayor and/or the Chief of Police to Execute the Memorandum of Understanding to join the Pierce County Force Investigation Team.

B. AB20-60-Appointment of Citizen Representative- Use of Force Board.

✚ **Mayor Penner/Chris Gard**

Motion: To Adopt Resolution No. 2020-19, appointing _____ as the City of Orting's Non-Law Enforcement Community Representative to the Pierce County Force Investigation Team.

C. AB20-61-Discussion-Gambling Tax Penalty Relief.

✚ **Scott Larson**

Action: Request staff bring back Ordinance extending the deadline to August 14, 2020 as prescribed by OMC 4-5-3.

D. Discussion-Surplus of City Hall- Commercial Appraisal.

✚ **Mark Bethune**

Action: Prepare A Surplus Resolution And Advertise The Property For Sale.

6. EXECUTIVE SESSION

7. ADJOURNMENT- Motion: Move to Adjourn.

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6. Greg Hogan
7. Scott Drennen



ORTING CITY COUNCIL
Regular Business Meeting Minutes
Virtual Meeting, Orting, WA
July 8th, 2020
7 p.m.

Mayor Joshua Penner, Chair

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

Mayor Penner called the meeting to order at 7:00pm. Councilmember Gunther led the pledge of allegiance.

Councilmembers Present: Deputy Mayor Greg Hogan, Councilmembers Tod Gunther, John Kelly, Tony Belot, John Williams, Gregg Bradshaw, and Scott Drennen.

Staff Present: Mark Bethune, City Administrator, Jane Montgomery, City Clerk, Scott Larson, Treasurer/Assistant City Administrator, Charlotte Archer, City Attorney, JC Hungerford, Engineer, Emily Adams, Planner.

Mayor Penner read the following statement:

****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. The public was provided the call in number and Meeting ID.***

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

Deputy Mayor Hogan pointed out a Schriever's error on the comp plan AB#, which will be corrected to AB20-52.

2. PUBLIC COMMENTS.

No Comments were received by the City Clerk.

The Mayor asked that each person who joined the meeting who wished to make comments, identify themselves by their name and phone number, and indicate which hearing they wanted to testify at. There was one individual who wished to make comments on the petition to vacate a portion of Kansas St. She identified herself as Colleen Harris from Apex Engineering.

3. PUBLIC HEARINGS

Mayor Penner announced the hearing, read the rules, and opened the hearing at 7:08pm.

A. AB20-37-Comprehensive Plan Amendment Requests Comprehensive Plan Amendments, Resolution No. 2020-11 Authorizing The Administrator To Proceed With The Selected Amendments For The 2020 Comprehensive Plan Amendment Cycle.

Mayor Penner asked Emily Adams to give her staff report. Ms. Adams briefed that applications for the 2020 Amendment Cycle were due between January 1st and February 28th, 2020. Staff reviewed each amendment request based on the criteria established in December 2019 when the Comprehensive Plan Amendment procedures were adopted. She then briefed the Council on six submittals. The Mayor then asked for any public comments. No public comments were made. Council discussion followed on each of the submittals.

The Mayor closed the hearing at 7:18pm.

Deputy Mayor Hogan made a motion to adopt Resolution 2020-11, and move items forward to the Planning Commission, withholding #4-Eldredge Avenue rezone, & #5City Shop Property. Second by Councilmember Williams. Motion passed (7-0)

B. AB20-52-Hearing to Vacate a Portion of Unopened Kansas Street.

Mayor Penner announced the hearing and opened it at 7:25pm. He asked Charlotte Archer to give her staff report. Ms. Archer briefed that the portion of property under consideration is 512 sq. ft. 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 one-third is owned by PSE and the Wang Family. The Council was asked to consider an ordinance approving the petition at its study session on July 15, 2020. If recommended for approval, the ordinance would come before Council for approval at its regular meeting on July 29, 2020. When the staff report concluded the Mayor asked for any public Comments.

Public Comments

Colleen Harris

Ms. Harris stated that she represented Scott Corliss and works for Apex Engineering, Ms. Harris briefed on the Petition to vacate the portion of Kansas that was submitted by Scott Corliss. She stated that there had been a survey error which the petitioner has asked the City to correct. She stated that the error was not caused by Mr. Corliss. She asked that the City Council approve the application.

Council Discussion followed. At issue was whether or not to approve the vacate request and if so what the compensation should be.

The Mayor closed the hearing at 7:54pm.

Action: Move forward to the study session of July 15th, with a proposed ordinance.

4. CONSENT AGENDA

- A. Regular Meeting Minutes of May 24th, 2020.
- B. Payroll and Claims Warrants

Deputy Mayor Hogan made a motion to approve Consent Agenda as prepared. Second by Councilmember Bradshaw. Motion approved (7-0).

5. COVID19 DISCUSSION

Mayor Penner briefed that the Council has discussed this issue on a regular basis, and that the only new update since his last brief is on the latest proclamation from the Governor. The new proclamation requires business owners to enforce a no mask no pay policy. The mechanism for enforcement of this will be Labor and Industries. The Police Department's role would be if they were asked to issue a no trespass order or remove someone for disorderly conduct. There is no City Ordinance related to wearing of masks.

The Mayor was asked by Councilmember Gunther to brief the City Council on whether he has done an analysis of the strengths and weaknesses so far on COVID19 requirements. The Mayor stated that he believes his team is ready and has been prepared as requirements were rolled out by the Governor. One thing that he enacted was to have the management team meet more often. He feels that the City is ready should a second wave hit. His goal is to support the citizens in this crisis. The City had foresight, and pre planned for worst case scenarios.

He advised Council that the City will be opening up City Hall for a limited amount of hours for customer facing business; which may occur by appointment. The City has installed glass partitions, follows all sanitation protocols, and will require masks to be worn in City Hall; unless someone claims an exemption or disability.

Council discussion followed surrounding the possible uses of CARES grant money. The Mayor asked that Council share their proposals with staff. All proposals will be discussed at the next study session on July 15th, 2020.

6. EXECUTIVE SESSION

No session.

7. ADJOURNMENT

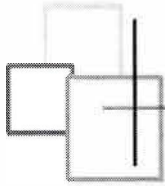
Deputy Mayor Hogan made a motion to Adjourn. Second by Councilmember Belot. Motion passed (7-0)

Mayor Penner recessed the meeting at 8:03pm.

ATTEST:

Jane Montgomery, City Clerk, CMC

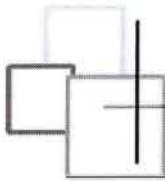
Joshua Penner, Mayor



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2020 - July 2020 - 2nd Council

Fund Number	Description	Amount
001	Current Expense	\$55,985.69
101	City Streets	\$547.04
104	Cemetery	\$160.47
105	Parks Department	\$1,852.31
304	City Hall Construction	\$538,188.39
401	Water	\$9,973.00
408	Wastewater	\$19,854.61
410	Stormwater	\$1,403.30
	Count: 8	\$627,964.81

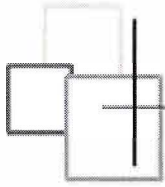


Register

Fiscal: 2020
 Deposit Period: 2020 - July 2020
 Check Period: 2020 - July 2020 - 2nd Council

Number	Name	Print Date	Clearing Date	Amount
Key Bank Check	0032707010			
<u>EFT-MaterCard June 2020</u>	Keybank-MasterCard	7/10/2020	7/13/2020	\$6,261.13
		Total	Check	\$6,261.13
		Total	0032707010	\$6,261.13
Key Bank Check	2000073			
<u>48772</u>	Orting Valley Fire & Rescue	7/7/2020		\$2,979.17
<u>48773</u>	Orting Valley Senior Cent	7/7/2020		\$1,250.00
<u>48774</u>	Pease Construction INC	7/7/2020		\$529,848.17
<u>48775</u>	Recovery Cafe	7/7/2020		\$833.33
<u>48776</u>	Rose, Ashleigh	7/7/2020		\$275.77
<u>48777</u>	Schwab, Erica	7/7/2020		\$300.00
<u>48778</u>	A & C Concrete Specialist LLC	7/16/2020		\$955.90
<u>48779</u>	Actual Assistant	7/16/2020		\$300.00
<u>48780</u>	Atlas Copco Compressors LLC	7/16/2020		\$1,284.84
<u>48781</u>	Big J'S Outdoor Store	7/16/2020		\$60.42
<u>48782</u>	Brisco Inc.	7/16/2020		\$403.51
<u>48783</u>	CenturyLink/Qwest	7/16/2020		\$76.27
<u>48784</u>	Culligan Seattle WA	7/16/2020		\$27.72
<u>48785</u>	DM Disposal Co., Inc	7/16/2020		\$1,643.37
<u>48786</u>	Fastenal Company	7/16/2020		\$18.89
<u>48787</u>	Firestone Complete Auto Care	7/16/2020		\$164.52
<u>48788</u>	Ford Motor Credit Company LLC	7/16/2020		\$4,084.81
<u>48789</u>	Hach Company	7/16/2020		\$872.26
<u>48790</u>	Inslee, Best, Doezie & Ryder, P.S	7/16/2020		\$11,759.01
<u>48791</u>	Konica Minolta Business Solutions	7/16/2020		\$166.84
<u>48792</u>	Law Offices of Matthew J Rusnak	7/16/2020		\$2,041.67
<u>48793</u>	Logan Enterprises INC	7/16/2020		\$445.00
<u>48794</u>	O'Reilly Auto Parts	7/16/2020		\$110.37
<u>48795</u>	Orting Valley Fire & Rescue	7/16/2020		\$4,442.35
<u>48796</u>	P.c. Budget & Finance	7/16/2020		\$2,700.96
<u>48797</u>	Pitney Bowes Globel	7/16/2020		\$215.63
<u>48798</u>	Public Safety Testing	7/16/2020		\$138.00
<u>48799</u>	Puget Sound Energy	7/16/2020		\$117.51
<u>48800</u>	Rose, Ashleigh	7/16/2020		\$275.77
<u>48801</u>	Sarco Supply	7/16/2020		\$501.95
<u>48802</u>	Sumner Lawn'n Saw	7/16/2020		\$92.32

Number	Name	Print Date	Clearing Date	Amount
48803	The Walls Law Firm	7/16/2020		\$1,875.00
48804	UniFirst Corporation	7/16/2020		\$351.20
48805	US Bank Equipment Finance	7/16/2020		\$327.83
48806	US BankNA Custody Treasury Div-Mony Cntr	7/16/2020		\$78.00
48807	Vision Forms LLC	7/16/2020		\$339.08
48808	Wells Fargo Financial Leasing	7/16/2020		\$92.91
48809	Western Equipment	7/16/2020		\$56.61
48810	Zumar Industries Inc	7/16/2020		\$151.04
48811	Bethune, Mark	7/17/2020		\$2,892.08
48812	Church Connect	7/17/2020		\$2,000.19
48813	Bethune, Mark	7/22/2020		\$2,215.35
48814	Airgas-USA LLC	7/29/2020		\$33.72
48815	BlueTarp Credit Services	7/29/2020		\$166.06
48816	Centurylink	7/29/2020		\$2,281.06
48817	Cintas Corporation #461	7/29/2020		\$220.08
48818	Core & Main	7/29/2020		\$2,285.93
48819	Corona, Jennifer	7/29/2020		\$100.30
48820	Crystal & Sierra Springs	7/29/2020		\$203.28
48821	Drain-Pro INC	7/29/2020		\$474.19
48822	Enumclaw, City of	7/29/2020		\$390.00
48823	E-Squared Systems,LLC	7/29/2020		\$262.32
48824	Fastenal Company	7/29/2020		\$384.69
48825	Korum Automotive Group	7/29/2020		\$554.20
48826	Mitel Leasing	7/29/2020		\$251.16
48827	Orca Pacific, Inc	7/29/2020		\$1,538.80
48828	P.c. Budget & Finance	7/29/2020		\$4,666.85
48829	Pitney Bowes Purchase Power	7/29/2020		\$529.00
48830	Puget Sound Energy	7/29/2020		\$14,911.79
48831	Quality Control Services Inc	7/29/2020		\$740.00
48832	Scientific Supply & Equip	7/29/2020		\$675.96
48833	SCORE	7/29/2020		\$2,392.00
48834	SH&H Valuation & Consulting	7/29/2020		\$3,700.00
48835	Sterling Codifers	7/29/2020		\$500.00
48836	Sunnyside, City Of	7/29/2020		\$1,410.00
48837	UniFirst Corporation	7/29/2020		\$240.13
48838	United Laboratories	7/29/2020		\$1,347.98
48839	UW Valley Medical Center - OHS-Renton	7/29/2020		\$800.00
48840	Valley Landscape Supply	7/29/2020		\$136.63
48841	Washington Tractor	7/29/2020		\$27.87
48842	Water Management Lab Inc.	7/29/2020		\$219.00
48843	Wex Bank	7/29/2020		\$1,194.43
48844	Whitworth Pest Solutions, INC	7/29/2020		\$300.63
		Total	Check	\$621,703.68
		Total	2000073	\$621,703.68
		Grand Total		\$627,964.81



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
A & C Concrete Specialist LLC	48778	000209-Retainage	105-576-80-48-00	Curbing For Play Areas-Retainage	\$66.91
			105-594-76-63-07	Curbing For Play Areas-Retainage	\$516.19
			105-594-76-63-52	Curbing For Play Areas-Retainage	\$372.80
				Total	\$955.90
Actual Assistant	48779	759-July 2020	001-514-23-41-12	Website Hosting-Maintenance July 2020	\$132.00
			105-576-80-41-05	Website Hosting-Maintenance July 2020	\$9.00
			401-534-10-41-34	Website Hosting-Maintenance July 2020	\$45.00
			408-535-10-41-36	Website Hosting-Maintenance July 2020	\$78.00
			410-531-38-41-05	Website Hosting-Maintenance July 2020	\$36.00
				Total	\$300.00
Airgas-USA LLC	48814	9102863116	408-535-10-31-00	Carbon Dioxide	\$33.72
				Total	\$33.72
Atlas Copco Compressors LLC	48780	1120061037	401-534-50-48-04	Well 3 Repairs	\$1,284.84
				Total	\$1,284.84
Bethune, Mark	48813	2020-11 Chair Reimbursement	304-594-18-60-01	Reimbursement for New City Hall Chairs	\$1,329.21
			304-594-31-60-01	Reimbursement for New City Hall Chairs	\$199.38
			304-594-34-60-01	Reimbursement for New City Hall Chairs	\$199.38
			304-594-35-60-01	Reimbursement for New City Hall Chairs	\$398.76
			304-594-44-60-01	Reimbursement for New City Hall Chairs	\$44.31
			304-594-76-60-01	Reimbursement for New City Hall Chairs	\$44.31
			48811	July2020-321	304-594-18-60-01
	304-594-31-60-01	Appliances for New City Hall			\$260.29

Vendor	Number	Invoice	Account Number	Notes	Amount
Bethune, Mark	48811	July2020-321	304-594-34-60-01	Appliances for New City Hall	\$260.29
			304-594-35-60-01	Appliances for New City Hall	\$520.57
			304-594-44-60-01	Appliances for New City Hall	\$57.84
			304-594-76-60-01	Appliances for New City Hall	\$57.84
			Total		\$5,107.43
Big J'S Outdoor Store	48781	#2861	410-531-38-31-00	Spears-Pants & Shirt	\$60.42
			Total		\$60.42
BlueTarp Credit Services	48815	149617/3	401-534-50-48-02	Sprinklers	\$166.06
			Total		\$166.06
Brisco Inc.	48782	JULY2020-320	401-534-80-32-00	Fuel-FA1067	\$69.00
			410-531-38-32-01	Fuel	\$65.55
			410-531-38-32-01	Fuel-FA1069	\$70.50
			410-531-38-32-02	Fuel-FA1033	\$44.11
			410-531-38-32-02	Fuel-FA1033	\$47.72
			410-531-38-32-02	Fuel-FA1033	\$48.73
			410-531-38-32-02	Fuel-FA1033	\$57.90
			Total		\$403.51
Centurylink	48816	300549640- July2020	408-535-10-42-01	Sewer Phones	\$43.54
			001-514-23-42-00	City Hall Phones	\$530.76
		300549818- July2020	001-524-20-42-00	City Hall Phones	\$27.71
			101-542-63-47-03	City Hall Phones	\$61.72
		300549906- July2020	401-534-10-42-01	City Hall Phones	\$320.22
			408-535-10-42-01	City Hall Phones	\$362.02
		300550216- July2020	410-531-38-42-01	City Hall Phones	\$72.25
			401-534-50-47-02	Harman Springs	\$60.26
		300550553- July2020	408-535-10-42-01	Sewer Phones	\$185.85
			001-521-50-42-00	PD Phones	\$423.29
		300550592- July2020	001-512-50-42-00	Court Phones	\$122.55
			409178327- July2020	001-521-50-42-00	PD Repeater
		Total		\$2,281.06	
		CenturyLink/Qwest	48783	492B-July2020	001-521-20-45-02
Total					\$76.27
Church Connect	48812	July2020-Chairs	304-594-18-60-01	Chairs for New City Hall	\$1,200.11
			304-594-31-60-01	Chairs for New City Hall	\$180.02
			304-594-34-60-01	Chairs for New City Hall	\$180.02
			304-594-35-60-01	Chairs for New City Hall	\$360.03
			304-594-44-60-01	Chairs for New City Hall	\$40.00
			304-594-76-60-01	Chairs for New City Hall	\$40.01
			Total		\$2,000.19

Vendor	Number	Invoice	Account Number	Notes	Amount
Cintas Corporation #461	48817	40533773196	408-535-60-48-04	Cleaning of City Park Restrooms	\$220.08
				Total	\$220.08
Core & Main	48818	M608093	401-534-50-48-02	Inventory-Rep Clip	\$324.07
		M611034	408-535-50-48-02	Covalence WPCT Shrink Seal	\$1,836.24
		M645519	401-534-50-48-02	Brass Cap-Brass Nipple-90	\$112.30
		M646937	401-534-50-48-02	Brass Nipple	\$13.32
				Total	\$2,285.93
Corona, Jennifer	48819	JULY2020-400	001-514-23-31-02	Printing Reimbursement-Mar17-July 10-2020	\$100.30
				Total	\$100.30
Crystal & Sierra Springs	48820	5225720 071820	401-534-10-31-00	Water For Public Works	\$83.46
			408-535-10-31-00	Water For Public Works	\$119.82
				Total	\$203.28
Culligan Seattle WA	48784	0561993	001-521-20-31-03	Water for PSB	\$27.72
				Total	\$27.72
DM Disposal Co., Inc	48785	9224336	408-535-60-47-00	WWTP-Garbage Service	\$1,242.87
		9246329	408-535-60-47-00	PW Shop-Garbage Service	\$400.50
				Total	\$1,643.37
Drain-Pro INC	48821	69708	408-535-60-48-04	Honey Bucket Rental-401 Whitehawk Park	\$73.12
		70629	408-535-60-48-04	Honey Bucket Service-Cemetery	\$96.57
		70630	408-535-60-48-04	Honey Bucket Rental-401 Whitehawk BLVD	\$304.50
				Total	\$474.19
E-Squared Systems,LLC	48823	258-MI	401-534-10-31-00	Alarm Monitoring	\$87.44
			408-535-10-41-14	Alarm Monitoring	\$87.44
			410-531-38-31-00	Alarm Monitoring	\$87.44
				Total	\$262.32
Enumclaw, City of	48822	05922-Jail Fees-June 2020	001-523-60-41-00	Jail Fees-June 2020	\$390.00
				Total	\$390.00
Fastenal Company	48786	WASUM66796	408-535-50-48-02	Wire Clip & Cable	\$18.89
	48824	WASUM67525	401-534-10-31-00	Disposal Mask	\$59.34
			408-535-10-31-00	Disposal Mask	\$59.35
			410-531-38-31-00	Disposal Mask	\$59.35

Vendor	Number	Invoice	Account Number	Notes	Amount
Fastenal Company	48824	WASUM67721	401-534-10-31-00	KN95 Mask	\$68.88
			408-535-10-31-00	KN95 Mask	\$68.89
			410-531-38-31-00	KN95 Mask	\$68.88
			Total		\$403.58
Firestone Complete Auto Care	48787	BI14905920	001-521-50-48-02	Tire for 2017 Interceptor-17743	\$164.52
			Total		\$164.52
Ford Motor Credit Company LLC	48788	1754221-Lease Payment #21 - 3-2018 Ford Interceptor-P 8487901	001-591-21-70-03	Lease Payment #21 - 3-2018 Ford Interceptor-I 8487901-1754221	\$514.73
			001-592-21-80-02	Lease Payment #21 - 3-2018 Ford Interceptor-I 8487901-1754221	\$2,466.30
			001-591-21-70-03	Lease Payment #21 - 2018 Ford F-150- 8487902-1754668	\$205.61
			001-592-21-80-02	Lease Payment #21 - 2018 Ford F-150- 8487902-1754668	\$898.17
			Total		\$4,084.81
Hach Company	48789	12005246 12005271	408-535-10-31-04	Ammonia	\$386.89
			408-535-10-31-04	Supplies-Chemical	\$485.37
			Total		\$872.26
Inslee, Best, Doezie & Ryder, P.S	48790	259010	001-515-41-41-01	City Attorney Retainer	\$2,225.00
			001-515-41-41-02	Attorney Services-Parks	\$130.08
			001-515-41-41-02	Attorney Services-Records Request	\$546.33
			001-515-41-41-02	Attorney Services	\$3,888.64
			001-515-41-41-04	Attorney Services-Chronic Nuisance	\$2,757.64
			001-515-41-41-05	Attorney Services-HR	\$1,925.15
			001-515-41-41-06	Attorney Services-Code Enforcement	\$78.05
			001-515-41-41-07	Attorney Services-Development	\$208.12
Total		\$11,759.01			
Keybank-MasterCard	EFT-MaterCard June 2020	0408-Police-June 2020	001-521-20-31-01	Bike Gloves for Patrol	\$61.76
			001-521-20-31-01	Uniform Items-Gard	\$107.85
			001-521-20-31-01	Bike Patrol Gear	\$206.33
			001-521-20-31-01	Gun Holster	\$207.13
			001-521-20-31-03	Amazon Prime	\$14.20
			001-521-50-49-01	Law Enforcement Standards & testing	\$125.00
			001-524-20-31-01	Boots-Lincoln	\$196.74
			001-524-20-41-05	IBC -IRC Updates	\$625.00
			001-511-60-31-01	Office Supplies-Paper	\$51.86
			001-514-23-31-02	Office Supplies-Paper	\$51.85

Vendor	Number	Invoice	Account Number	Notes	Amount
Keybank-MasterCard	EFT-MaterCard June 2020	1668-Finance-June 2020	001-514-23-31-02	Office Supplies	\$74.31
			001-524-20-31-00	Office Supplies-Paper	\$51.86
			401-534-10-31-00	Office Supplies-Paper	\$51.85
			408-535-10-31-00	Office Supplies-Paper	\$51.85
			410-531-38-31-00	Office Supplies-Paper	\$51.85
	1731-Reed-June 2020		101-542-30-35-00	20V Great gun	\$62.03
			401-534-50-35-00	20V Great gun	\$62.03
			408-535-50-35-00	20V Great gun	\$62.03
			410-531-38-35-00	20V Great gun	\$62.03
			410-531-38-48-00	Chokers for Tree Removal in Storm Ponds	\$116.28
	1920-Gabreluk-June2020		001-521-50-48-02	Car Wash-Defit	\$12.00
	5423-Public Works-June 2020		105-576-80-31-02	Orange Barrier Fencing	\$65.90
			401-534-10-31-00	Mailing Tubes	\$21.25
			401-534-50-48-02	R&M Stock Parts for Well 1-3-4	\$461.20
			401-534-60-48-04	Backflow & FOG Software Renewal	\$270.59
			408-535-10-31-00	Mailing Tubes	\$21.26
			408-535-60-47-01	Backflow & FOG Software Renewal	\$270.58
			410-531-38-31-00	Mailing Tubes	\$21.25
	7073-Police 2-June 2020		001-521-20-31-03	Sector Paper for Citations-Infractions	\$126.29
			001-521-50-48-02	Car Wash	\$15.00
	7765-Montgomery-June 2020		001-511-60-31-01	Adobe Acropro	\$194.09
			001-513-10-31-00	Drop Box	\$13.18
			001-513-10-31-00	Melinda Ramage	\$61.54
			105-576-80-31-02	Flowers for Hanging Baskets	\$56.38
			105-576-80-31-02	Flowers for Hanging Baskets	\$207.11
	9853-Larson-June 2020		001-514-23-31-02	Masks-Covid -19	\$98.17
			001-521-20-31-03	Masks-Covid -19	\$295.10
			001-524-20-31-00	New Computer-Bulding	\$730.66
			101-542-30-31-00	Masks-Covid -19	\$14.75
			105-576-80-31-00	Masks-Covid -19	\$29.51
			304-594-18-60-01	Computer for Big Meeting Room	\$441.15
			304-594-31-60-01	Computer for Big Meeting Room	\$62.03
			304-594-34-60-01	Computer for Big Meeting Room	\$62.04
			304-594-35-60-01	Computer for Big Meeting Room	\$137.86
			304-594-44-60-01	Computer for Big Meeting Room	\$13.79
			304-594-76-60-01	Computer for Big Meeting Room	\$13.78
			401-534-10-31-00	Masks-Covid -19	\$88.53
			408-535-10-31-00	Masks-Covid -19	\$88.53
			410-531-38-31-00	Masks-Covid -19	\$73.77
				Total	\$6,261.13

Vendor	Number	Invoice	Account Number	Notes	Amount
Konica Minolta Business Solutions	48791	266989201	001-521-10-40-06	PD Copier Lease	\$166.84
				Total	\$166.84
Korum Automotive Group	48825	6702011/1	001-521-50-48-02	Diagnose Engine-07 Tahoe 90423	\$175.84
		6710058/2	001-521-50-48-02	Diagnose Electrical Concerns-Oil Change 2017 Interceptor-17745	\$378.36
				Total	\$554.20
Law Offices of Matthew J Rusnak	48792	294	001-512-50-49-01	Court Appointed Attorney-July 2020	\$2,041.67
				Total	\$2,041.67
Logan Enterprises INC	48793	17433-Monthly Janitorial-July 2020	001-514-21-41-01	Monthly Janitorial-July 2020	\$111.25
			001-524-20-49-02	Monthly Janitorial-July 2020	\$22.25
			001-575-50-41-01	Monthly Janitorial-July 2020	\$89.00
			401-534-10-31-00	Monthly Janitorial-July 2020	\$89.00
			408-535-10-31-00	Monthly Janitorial-July 2020	\$89.00
			410-531-38-31-00	Monthly Janitorial-July 2020	\$44.50
				Total	\$445.00
Mitel Leasing	48826	902748974	001-594-12-41-02	PSB Phone Lease	\$23.17
			001-594-21-41-03	PSB Phone Lease	\$227.99
				Total	\$251.16
O'Reilly Auto Parts	48794	1265583-July2020	001-514-23-31-02	Fees	\$4.39
			001-521-50-48-02		\$25.11
			101-542-30-48-04	Wiper Blade-Bucket Truck	\$16.77
			105-576-80-31-02	Drill Bit-Center Punch-Hanging Baskets	\$14.73
			401-534-50-35-00		\$15.29
			408-535-50-48-03	Belt-Exhaust Fan	\$34.08
				Total	\$110.37
Orca Pacific, Inc	48827	42999	401-534-10-31-01	Sodium Hypochlorite	\$1,538.80
				Total	\$1,538.80
Orting Valley Fire & Rescue	48795	2020-009	001-512-50-47-01	PSB-Electricity for Court Jan-June 2020	\$444.24
			001-521-50-47-00	PSB-Electricity for Police Jan-June 2020	\$3,998.11
	48772	July2020-300	001-512-50-41-04	Payment #7 Lease for PSB-Court	\$297.92

Vendor	Number	Invoice	Account Number	Notes	Amount
Orting Valley Fire & Rescue	48772	July2020-300	001-521-50-41-07	Payment #7 Lease for PSB-Police	\$2,681.25
				Total	\$7,421.52
Orting Valley Senior Cent	48773	206 Monthly Support-July 2020	001-571-20-31-06	Monthly Support-July 2020	\$1,250.00
				Total	\$1,250.00
P.c. Budget & Finance	48828	CI-28	001-554-30-40-00	Animal Control-May 2020	\$2,233.00
		CI-288002 C-104188	001-554-30-40-00	Animal Control-March 2020	\$2,433.85
	48796	CI-289673 C-104118	001-514-23-41-11	Rainier Cable Commission 2nd QRT Dues	\$2,700.96
				Total	\$7,367.81
Pease Construction INC	48774	Pay Request #10-New City Hall Facilities	304-594-18-60-01	Pay Request #10-New City Hall Facilities	\$317,908.90
			304-594-31-60-01	Pay Request #10-New City Hall Facilities	\$47,686.34
			304-594-34-60-01	Pay Request #10-New City Hall Facilities	\$47,686.33
			304-594-35-60-01	Pay Request #10-New City Hall Facilities	\$95,372.67
			304-594-44-60-01	Pay Request #10-New City Hall Facilities	\$10,596.96
			304-594-76-60-01	Pay Request #10-New City Hall Facilities	\$10,596.97
				Total	\$529,848.17
Pitney Bowes Global	48797	33311547990	001-514-23-45-00	Postage Machine Lease	\$215.63
				Total	\$215.63
Pitney Bowes Purchase Power	48829	8000-9090-0050-3685-July 2020	001-512-50-31-01	Postage	\$287.30
			001-513-10-31-01	Postage	\$4.20
			001-514-23-31-01	Postage	\$120.15
			001-521-20-31-07	Postage	\$1.50
			001-521-20-31-07	Postage	\$4.20
			001-524-20-31-01	Postage	\$1.00
			001-575-50-31-02	Postage	\$0.50
			001-575-50-31-02	Postage	\$4.50
			104-536-20-31-01	Postage	\$1.00
			401-534-10-42-00	Postage	\$23.15
			401-534-10-42-00	Postage	\$27.17
			408-535-10-42-00	Postage	\$27.16
			410-531-38-42-00	Postage	\$27.17
				Total	\$529.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Public Safety Testing	48798	2020-0425	001-521-20-31-05	2nd QT Fees Public Safety Testing	\$138.00
				Total	\$138.00
Puget Sound Energy	48830	200001247663- July 2020	408-535-50-47-07	VC Lift Station	\$193.66
		200001247812- July2020	101-542-63-47-03	SR162 Signal	\$28.74
		200001248190- July2020	105-576-80-47-01	North Park	\$11.03
		200001248372- July2020	401-534-50-47-08	Well 3	\$2,220.02
		200001248539- July2020	001-525-50-47-01	Lahar Siren	\$10.41
		200001532189- July2020	105-576-80-47-02	Main Park	\$155.70
			105-576-80-47-03	Bell Tower	\$66.73
		200002708986- July2020	408-535-50-47-05	VG Lift Station	\$273.81
		200003766280- July2020	001-514-21-32-01	City Hall-City Shop	\$13.90
			001-514-21-47-01	City Hall-City Shop	\$87.61
			001-524-20-32-05	City Hall-City Shop	\$13.90
			401-534-50-47-01	City Hall-City Shop	\$87.62
			401-534-50-47-09	City Hall-City Shop	\$13.90
			408-535-50-47-01	City Hall-City Shop	\$87.62
			408-535-50-47-08	City Hall-City Shop	\$13.90
		200009717931- July2020	401-534-50-47-04	Well 2	\$64.42
		200010396543- July2020	105-576-80-47-01	North Park	\$97.98
		200010396733- July2020	401-534-50-47-11	Well 4 Pump Station	\$1,803.38
		200010629349- July 2020	101-542-63-47-01	City Shop	\$11.26
			104-536-50-47-01	City Shop	\$9.00
			401-534-50-47-01	City Shop	\$11.25
			408-535-50-47-01	City Shop	\$13.51
		200013874264- July2020	408-535-50-47-04	WWTP	\$8,658.21
		200014994137- July2020	408-535-50-47-05	VG Lift Station	\$62.39
		200019613294- July2020	104-536-50-47-02	Cemetery Shop	\$150.47
	48799	200019646914-JULY2020	101-542-63-47-03	Street Lights	\$48.97
	48830	200021421298- July2020	408-535-50-47-06	Rainier Meadows	\$50.11
		200022934653- July2020	001-575-50-47-01	MPC	\$335.88
		200024404523- July2020	408-535-50-47-02	Lift Staion #1	\$93.87
		220011476581- July2020	408-535-50-47-03		\$108.22
		220015220399- July2020	101-542-63-47-03	Street Lights	\$51.32
		220020534461- July2020	101-542-63-47-01	New PW Shop	\$28.00
			401-534-50-47-01	New PW Shop	\$39.18
			408-535-50-47-01	New PW Shop	\$44.79
	48799	300000002406-JULY2020	101-542-63-47-03	Street Lights	\$68.54
				Total	\$15,029.30
Quality Control Services Inc	48831	60490	408-535-50-48-04	DO Meter-Autoclave-	\$740.00
				Total	\$740.00
Recovery Cafe	48775	007-Grant Recovery Cafe-July 2020	001-571-20-31-39	Grant Recovery Cafe-July 2020	\$833.33
				Total	\$833.33
Rose, Ashleigh	48776	July2020-Milage	001-521-40-49-00	Mileage for Police Academy	\$275.77

Vendor	Number	Invoice	Account Number	Notes	Amount
Rose, Ashleigh	48800	Mileage-July 1-15 2020	001-521-40-49-00	Mileage-July 1-15 2020-Police Academy	\$275.77
				Total	\$551.54
Sarco Supply	48801	1131206	304-594-18-60-01	New Dispenser for New City Hall	\$301.17
			304-594-31-60-01	New Dispenser for New City Hall	\$45.18
			304-594-34-60-01	New Dispenser for New City Hall	\$45.17
			304-594-35-60-01	New Dispenser for New City Hall	\$90.35
			304-594-44-60-01	New Dispenser for New City Hall	\$10.04
			304-594-76-60-01	New Dispenser for New City Hall	\$10.04
				Total	\$501.95
Schwab, Erica	48777	0000005-June 2020	001-521-10-10-04	Civil Service- Consultant-June 2020	\$300.00
				Total	\$300.00
Scientific Supply & Equip	48832	31445179	408-535-10-31-00	Lab Supplies	\$675.96
				Total	\$675.96
SCORE	48833	4639-Jail Fees June 2020	001-523-60-41-00	Jail Fees June 2020	\$2,392.00
				Total	\$2,392.00
SH&H Valuation & Consulting	48834	Invoice - 7/24/2020 11:24:48 AM	001-513-10-41-01	Appraisal Report- City Hall	\$3,700.00
				Total	\$3,700.00
Sterling Codifers	48835	800521-2020	001-514-23-41-10	Yearly Internet Hosting	\$500.00
				Total	\$500.00
Sumner Lawn'n Saw	48802	54171	410-531-38-48-01	50' Grey Hose	\$92.32
				Total	\$92.32
Sunnyside, City Of	48836	9840-Jail Fees-June 2020	001-523-60-41-00	Jail Fees-June 2020	\$1,410.00
				Total	\$1,410.00
The Walls Law Firm	48803	51-Prosecuting Attorney - June 2020	001-515-41-41-03	Prosecuting Attorney - June 2020	\$1,875.00
				Total	\$1,875.00
UniFirst Corporation	48804	330 1649931	408-535-10-31-03	Uniform Item- Protective Services	\$175.60
		330 1652072	408-535-10-31-03	Uniform Item- Protective Services	\$175.60

Vendor	Number	Invoice	Account Number	Notes	Amount
UniFirst Corporation	48837	330 1654185	408-535-10-31-03	Uniform Item- Protective Services	\$240.13
				Total	\$591.33
United Laboratories	48838	INV293018	408-535-10-31-00	Nutcracker-RTU Cleaner	\$1,347.98
				Total	\$1,347.98
US Bank Equipment Finance	48805	417887593	001-594-14-41-04	City Hall Copier Lease	\$327.83
				Total	\$327.83
US BankNA Custody Treasury Div-Mony Cntr	48806	122-July2020	001-514-23-49-06	Fees for Safekeeping	\$27.30
			101-542-90-40-01	Fees for Safekeeping	\$3.90
			105-576-80-41-09	Fees for Safekeeping	\$3.90
			401-534-90-40-02	Fees for Safekeeping	\$11.70
			408-535-90-40-02	Fees for Safekeeping	\$19.50
			410-531-90-40-02	Fees for Safekeeping	\$11.70
				Total	\$78.00
UW Valley Medical Center - OHS- Renton	48839	70003548-July2020	001-521-20-41-00	Medical Exam- Moutaftsis & Palombi	\$800.00
				Total	\$800.00
Valley Landscape Supply	48840	144997	105-576-80-48-00	Medium Bark	\$136.63
				Total	\$136.63
Vision Forms LLC	48807	6053	401-534-10-31-00	Utility Bill Processing & Mailing	\$36.39
			401-534-10-42-00	Utility Bill Processing & Mailing	\$76.63
			408-535-10-31-00	Utility Bill Processing & Mailing	\$36.39
			408-535-10-42-00	Utility Bill Processing & Mailing	\$76.63
			410-531-38-31-00	Utility Bill Processing & Mailing	\$36.40
			410-531-38-42-00	Utility Bill Processing & Mailing	\$76.64
				Total	\$339.08
Washington Tractor	48841	2143863	105-576-80-48-01	Key-Gator FA1049	\$27.87
				Total	\$27.87

Vendor	Number	Invoice	Account Number	Notes	Amount
Water Management Lab Inc.	48842	186250	401-534-10-41-03	Lab Testing	\$219.00
				Total	\$219.00
Wells Fargo Financial Leasing	48808	5010937399	105-576-80-31-00	Public Works Copier	\$13.94
			401-534-10-31-00	Public Works Copier	\$46.46
			408-535-10-31-00	Public Works Copier	\$18.58
			410-531-38-31-00	Public Works Copier	\$13.93
				Total	\$92.91
Western Equipment	48809	7124421-00	410-531-38-48-01	Bushing-Dust Cap FA1158	\$56.61
				Total	\$56.61
Wex Bank	48843	66515468	001-521-20-32-00	Fuel-PD	\$1,194.43
				Total	\$1,194.43
Whitworth Pest Solutions, INC	48844	511365	001-575-50-48-00	Pest Control-MPC	\$191.33
		511366	001-514-21-48-01	Pest Control-City Hall	\$109.30
				Total	\$300.63
Zumar Industries Inc	48810	33067	101-542-64-49-00	Golf Cart Zone Sign	\$151.04
				Total	\$151.04
				Grand Total	\$627,964.81



**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	7.29.20
	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				
SUMMARY STATEMENT:				
<p>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>				
RECOMMENDED ACTION: 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>				

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: 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 of \$4,377.21.

RECOMMENDED ACTION: 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 \$4,377.21.

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 29TH DAY OF JULY, 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:

Compensation Paid

Recorded:

Date of Publication:

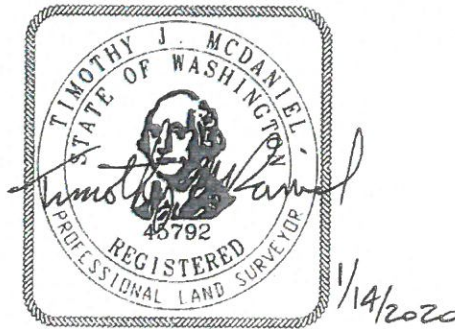
Effective Date:

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

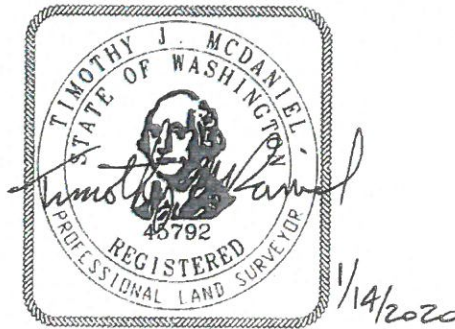


EXHIBIT A
RIGHT OF WAY VACATION LEGAL DESCRIPTION
(BENEFITTING TPN 0519311093)

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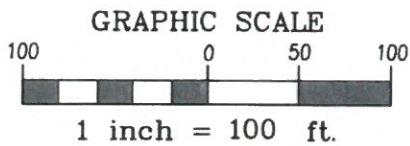
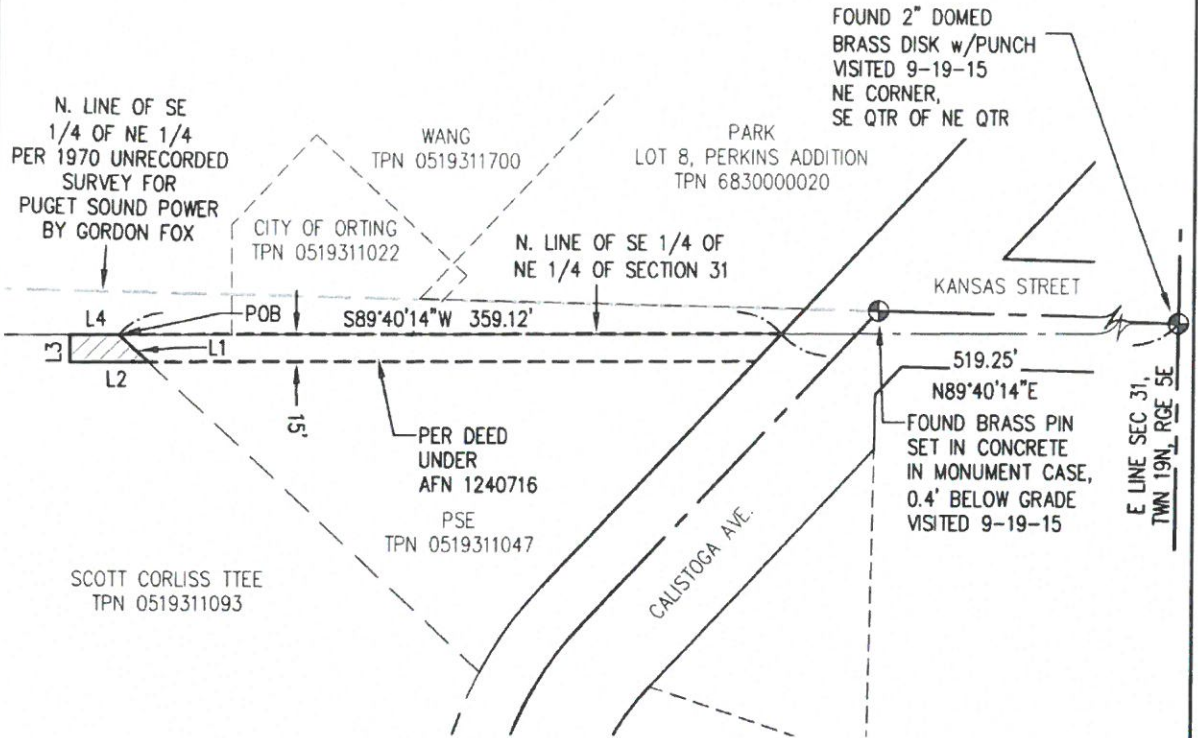
(CONTAINING 512 SQ. FT., MORE OR LESS)



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 (BENEFITTING 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'		

Owner	Parcel No.	SF	Assessed	\$/SF	Notes
Wang	0519311700	935,669.00	\$417,500.00	\$0.45	Vacant
Corliss	0519311093	318,859.00	\$248,600.00	\$0.78	Vacant
PSE	0519311047	37,897.00	\$125,200.00	\$3.30	Substation
Orting, City of	0519311022	8,712.00	\$50,900.00	\$5.84	City Shop
Park	6830000020	21,750.00	\$135,200.00	\$6.22	House/Daycare
Orting, City of	0519311092	422,096.00	\$213,000.00	\$0.50	Vacant
Orting, City of	6830000030	11,780.00	\$114,900.00	\$9.75	House
Minnick	6830000015	18,042.00	\$128,700.00	\$7.13	House
Orting, City of	0519311094	42,689.00	\$12,500.00	\$0.29	Vacant
Simonsson	0519315002	10,019.00	\$110,000.00	\$10.98	House
McMullen	0519315003	13,068.00	\$118,100.00	\$9.04	House
Orting, City of	7000980080	273,992.00	\$262,600.00	\$0.96	Calistoga Park
				\$4.60	Average All
				\$0.51	Vacant only
				\$8.55	Smaller Parcels Less than 20,000 sf
Parcel in discussion	N/A	512.00	\$2,357.23		Based on total average
		512.00	\$258.98		Based on vacant average
		512.00	\$4,377.21		Based on small parcel average



**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			
		N/A	7.15.20	7.29.20
	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, Assistant City Administrator/Treasurer; 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: 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 29TH, 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
FEDERAL FUNDS**

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:

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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
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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.

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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.

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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

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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

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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.

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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
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- 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: Resolution Authorizing Mayor/Police Chief to Execute Interagency MOU to Create Pierce County Force Investigation Team	AB20-59			
			7.15.20	7.29.20
	Department:	Administration/Police/Legal		
	Date Submitted:	7.24.20		
Cost of Item:	<u>\$</u>			
Amount Budgeted:	<u>\$</u>			
Unexpended Balance:	<u>\$</u>			
Bars #:				
Timeline:				
Submitted By:				
Fiscal Note:				
Attachments: Resolution, Ex. A – MOU				
<p>SUMMARY STATEMENT: Following the passage of Initiative 940, the Washington State legislature passed SHB 1064 requiring that all police use of deadly force that results in death, substantial bodily harm, or great bodily harm requires an investigation completely independent of the involved agency. The new law in Washington State is called the Law Enforcement Training and Community Safety Act. One of the requirements for independent investigations is that at least two non-law enforcement community representatives participate in the investigation process.</p> <p>To comply with these new regulations, Pierce County and municipalities throughout the County, including Orting, have negotiated a Memorandum of Understanding (MOU) which creates the Pierce County Force Investigation Team. The MOU identifies the roles and responsibilities relative to the investigation of police use of force among the member agencies, by, among other things, ensuring departments do not investigate themselves, providing for regular communication to the public, and establishing roles for representatives of the public to an appropriate degree.</p> <p>Because the MOU is an interagency agreement subject to the Interlocal Cooperation Act, RCW 39.34.080, the City Council must take action to authorize the Mayor or Chief to execute the MOU for it to be effective as to the City;</p>				
<p>RECOMMENDED ACTION: <i>Motion: To Adopt Resolution No. 2020-18, Authorizing the Mayor and/or the Chief of Police to Execute the Memorandum of Understanding to join the Pierce County Force Investigation Team.</i></p>				

**CITY OF ORTING
WASHINGTON**

RESOLUTION NO. 2020-18

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, AUTHORIZING THE MAYOR OR CHIEF
OF POLICE TO EXECUTE AN INTERAGENCY
AGREEMENT TO ESTABLISH THE PIERCE COUNTY
FORCE INVESTIGATION TEAM.**

WHEREAS, with the passage of I-940 in 2018, the Washington State Criminal Justice Training Commission (WSCJTC) was tasked with auditing and amending regulations for independent investigations of use of force incidents by Washington law enforcement agencies; and

WHEREAS, those efforts resulted in updates to WAC Chapter 139-12, Law Enforcement Training and Community Safety Act—Independent Investigations Criteria (LETCSA) to include Independent Investigation Criteria; and

WHEREAS, these guidelines, among many updates, recommend the addition of non-law enforcement, local community members to the investigative team, establish a training certification process for Lead Investigators, provide guidance for information an agency can or can't share with the public, and require that the law enforcement agency whose officer used force is not involved in the investigation; and

WHEREAS, in order to comply with these new regulations, Pierce County and municipalities throughout the County, including Orting, have negotiated a Memorandum of Understanding (MOU) which creates the Pierce County Force Investigation Team; and

WHEREAS, the MOU identifies the roles and responsibilities relative to the investigation of police use of force among the member agencies, by, among other things, ensuring departments do not investigate themselves, providing for regular communication to the public, and establishing roles for representatives of the public to an appropriate degree; and

WHEREAS, the MOU enables the City of Orting Police Department to comply with these amended regulations by partnering with neighboring agencies for this important purpose; and

WHEREAS, the City Council finds that entering into this MOU is in the best interests of the City and its residents, and desires to authorize the Mayor or Chief of Police to enter into this agreement pursuant to the Interlocal Cooperation Act, RCW 39.34.080; and

**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 Pierce County Force Investigation Team, Memorandum of Understanding, attached hereto as Exhibit A and incorporated herein by this reference, and authorizes the Mayor and/or Chief of Police 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 3. 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 29TH DAY OF JULY, 2020.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

Charlotte A. Archer
Inslee Best
City Attorney

**Pierce County Force Investigation Team
Memorandum of Understanding**

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SECTION 1. STATEMENT OF PURPOSE

The Mission and Purpose of the Pierce County Force Investigation Team (PCFIT) is to conduct independent, thorough, accurate, appropriate, open, and unbiased investigations, in compliance with the Law Enforcement Training and Community Safety Act (LETCSA), RCW 10.114.011, and Chapter 139-12 WAC, for all officer-involved use of deadly force incidents that result in death, substantial bodily harm, or great bodily harm occurring within Pierce County.

The PCFIT will conduct criminal investigations to develop relevant information to allow a determination of the presence or absence of criminal culpability on the part of those involved in the incident. The purpose of investigations shall be to inform any determination of whether the use of deadly force met the “good faith” standard of RCW 9A.16.040 and satisfied other applicable laws and policies.

Once a PCFIT investigation has been completed and submitted to the prosecutor for final review, it shall be made available to the involved agency for their internal use and disclosure.

Investigations shall follow the rules of law established by the state and federal constitutions, statutory and case law which apply to criminal investigations. The investigation shall be performed in a manner that provides both the appearance and the reality of an independent, thorough, fair, complete and professional investigation.

- **Our Goals:** To conduct professional multi-jurisdictional investigations of incidents of deadly force by law enforcement while promoting public trust through transparency and consistency.

SECTION 2. MEMBER AGENCIES

Bonney Lake Police Department	Orting Police Department
Buckley Police Department	Pacific Police Department
Dupont Police Department	Pierce County Sheriff’s Department
Eatonville Police Department	Puyallup Police Department
Fife Police Department	Roy Police Department

Fircrest Police Department	Ruston Police Department
Gig Harbor Police Department	Steilacoom Department of Public Safety
Lakewood Police Department	Sumner Police Department
Milton Police Department	Tacoma Police Department
	Washington State Patrol

SECTION 3. DEFINITIONS

Good faith: An objective standard under RCW 9A.16.040, which shall consider all the facts, circumstances, and information known to the officer at the time to determine whether a similarly situated reasonable officer would have believed that the use of deadly force was necessary to prevent death or serious physical harm to the officer or another individual.

Involved Agency: The agency which employed or supervised the officer(s) who used deadly force.

Venue Agency: The agency having geographic jurisdiction of the incident. (This may or may not be the involved agency.)

Member Agency: Signatories to this agreement.

Involved Officer(s): Officer who used deadly force and is the subject of the investigation.

Non-law Enforcement Community Representatives: Civilians chosen by Member Agencies to carry out the duties assigned by WAC 139-12-030(2),(4).

Witness Officer(s): Officer involved in the incident who did not use deadly force.

SECTION 4. EXECUTIVE BOARD

The Executive Board of the PCFIT shall consist of the Sheriff and Chief, or their designee, of each agency with personnel assigned to the Team. Representatives of the Prosecutor’s Office and the Medical Examiner’s Office will be invited to all Board meetings and their input may be solicited. For voting purposes and for decision making in administering this agreement, it will be the majority rule of the Executive Board.

The Chairperson of the Executive Board will be designated by the Pierce County Police Chiefs Association for a term of two years. The Chairperson of the Executive Board shall schedule a meeting of the Executive Board in January of each year. The purpose of the meeting will be to receive a comprehensive report from the PCFIT Commander(s) concerning activities of the Team over the past year, address issues pertaining to the operation and support of the Team, and address changes to the PCFIT protocol. Special meetings may be called at any time by a member of the Executive Board. Special meetings may also be requested by the PCFIT Commander(s).

SECTION 5. PCFIT COMMANDERS

There will be at least two PCFIT Commanders. They will be the rank of lieutenant or higher and from different departments. The PCFIT Commanders shall have the responsibility to develop Standard Operating Procedure/Guidelines (SOP/G) and manage and coordinate the readiness and training of the Unit. Candidates for the PCFIT Commander position will be nominated by a member agency and selected by the Executive Board and will report directly to the Executive Board. The PCFIT Commanders will serve two years, but the term may be extended or terminated at the discretion of the Executive Board. A Commander must have strong interpersonal and leadership skills, with experience in complex criminal investigations and strong working knowledge of case law relevant to police use of force. A Commander shall not oversee, consult, or participate in any manner on any investigation where the Commander's employer is the involved agency.

SECTION 6. LEAD INVESTIGATORS

There will be at least two Lead Investigators from different departments. The Lead Investigators will be qualified senior investigators with experience in criminal investigations. The Lead Investigators will be nominated by a member agency and selected by the PCFIT Executive Board. The Lead Investigators must have strong leadership and organizational skills and should have a working knowledge of the Incident Command System (ICS) and be prepared to assume command in the absence of the PCFIT Commander. The Lead Investigators will assist the PCFIT in the development of the SOP/G, oversee investigations and assign PCFIT resources as needed. Lead investigators shall not participate in, oversee, or assign resources to investigations involving officers from their employer agencies.

SECTION 7. INVESTIGATORS

Investigators will be experienced officers with a background in criminal investigations. Investigators shall meet state law requirements for officers investigating use of deadly force. They must be adept at working with multiple agencies. The Investigators will be selected by the PCFIT Commanders with input from the non-law enforcement community representatives and the permission of the investigators agency's chief executive or designee.

SECTION 8. NON-LAW ENFORCEMENT COMMUNITY REPRESENTATIVES

Each Member Agency shall appoint at least one civilian to fulfill the duties assigned by WAC 139-12-030, provided that Member Agencies may use Non-Law Enforcement Community Representatives appointed by other Member Agencies upon mutual agreement. The Executive

Board shall create a transparent process for soliciting names and creating a roster of individuals willing to serve in this capacity.

SECTION 9. TRAINING

The Member Agencies will ensure that personnel assigned to PCFIT either have completed or will complete classes in the following core areas:

Criminal Investigations

Crime Scene Investigations

Basic Homicide Investigations

Interview and Interrogation

Officer Involved Shooting Investigations

LETCSA Violence De-escalation and Mental Health training

Assigned personnel are expected to complete all the core classes within two years of being assigned. In addition, member agencies are encouraged to provide their investigators with advanced training courses. These courses may include advanced homicide investigation, blood stain pattern analysis, crime scene photography/videography, and other classes relevant to their assignment with the PCFIT.

SECTION 10. ACTIVATION

Upon request of the involved agency to investigate an officer-involved use of force resulting in substantial bodily harm, great bodily harm or death, the following Protocol shall automatically and immediately take effect:

- A Chief of Police, Sheriff, WSP Commander, or their designee, shall make the request for the PCFIT to South Sound 911 (SS911).
- SS911 shall contact the PCFIT Commander through standard call-out procedures identified on the PCFIT phone tree or contact list.
- The PCFIT Commander shall assign the Lead Investigator. The Lead Investigator shall be responsible for determining how many investigators will be needed during the initial response.
- The Lead Investigator, other investigators and crime scene processors called out shall not be from the involved agency.

SECTION 11. RESPONSIBILITIES

- The involved agency shall make the initial request to activate the PCFIT.
- The involved agency will immediately secure the crime scene(s). This responsibility includes preservation of the integrity of the scene(s) and its/their contents, controlling access to the scene(s), and the identification and separation of witnesses. Use of allied agency resources may be necessary to accomplish this task.
- The venue agency, if not also the involved agency, shall make facilities and equipment available as needed by the PCFIT. No specialized equipment belonging to the involved agency may be used by the investigative team unless no reasonable alternative exists, the equipment is critical to carrying out the independent investigation, and the use is approved by the PFIT commander. If the equipment is used, the nonlaw enforcement community representatives on the PCFIT must be notified about why it needs to be used and steps taken to strictly limit the role of any involved agency personnel in facilitating the use of that equipment.
- The involved agency shall provide a command-level liaison and make appropriate department personnel available to provide information as needed for the investigation.

SECTION 12. AUTHORITY

Once the PCFIT has agreed to investigate an incident as requested by the involved agency's chief executive, the PCFIT shall have sole and exclusive authority concerning the investigation of the incident. The PCFIT Commander(s) or designee will provide limited briefings about the progress of the investigation to the involved agency's designated command level liaison throughout the course of the investigation.

SECTION 13. INVESTIGATIVE PRIORITY

The criminal investigation has investigative priority over the administrative investigation, and shall begin immediately after an incident has occurred. Provided, however, that the criminal investigation shall be conducted in a manner that does not inhibit the Involved Agency from conducting a timely administrative investigation.

SECTION 14. INVESTIGATIVE GOALS – SHARING OF INFORMATION

The goal of the investigation is to develop all available relevant information about the incident. When the investigation is completed, including all forensic testing, toxicology report and autopsy reports, the case will be submitted to the County Prosecutor. The County Prosecutor will make a final determination as to whether the use of deadly force satisfies the statutory "good faith" standard, and on the presence or absence of criminal culpability on the part of the officers involved in the incident.

No information about the ongoing independent investigation will be shared with any member of the involved agency, except limited briefings given to the designated command level liaison of the involved agency about the progress of the investigation.

If the chief or sheriff of the involved agency requests that the PCFIT release the body cam video or other investigation information of urgent public interest, the PCFIT commander should honor the request with the agreement of the prosecutor.

The investigation may incidentally provide factual information to the involved agency's management for its internal use. While the Criminal Investigators do not direct their investigative attention to administrative concerns, it is recognized that the Criminal Investigation's results are of proper interest to agency management for its internal use, and those results are fully available for that purpose.

SECTION 15. INVESTIGATIVE REQUIREMENTS

The investigation is required to follow the rules of law, which apply to all criminal proceedings; these include constitutional, statutory and case law. Investigators will maintain the integrity of the investigation by following the rules of evidence throughout the investigation.

The investigation will be performed in a manner that provides a thorough, fair, complete and professional investigation, free of conflicts of interest.

SECTION 16. COSTS

Each member agency shall be responsible for their employees' wages and associated personnel costs. The involved agency shall be responsible for reasonable or extraordinary investigative expenditures (to include, but not limited to, hospital security). The involved agency shall be advised of all extraordinary costs associated with the investigation, but shall not have the power to veto or prohibit the expenditure of any necessary expenditures.

SECTION 17. EVIDENCE

- Evidence Storage: All evidence shall be stored at a non-involved agency property room as designated by the PCFIT Commander. The PCFIT Commander shall coordinate with the member agency's chief executive or designee to ensure compliance with that agency's policies and procedures. The involved agency shall be responsible for storage and handling costs of extraordinary items such as vehicles, HAZMAT, etc.

- Evidence Retention: Evidence shall remain in the custody of the designated, non-involved agency property room until the Pierce County Prosecutor has reviewed the case and made a charging determination or has authorized the release of evidence.
 - If no charges are filed, all evidence will be transferred to the involved agency's property room.
 - If charges are filed, all evidence will remain in the custody of the designated, non-involved agency property room until the completion of the criminal prosecution. Once the criminal prosecution is completed all evidence will be transferred to the involved agency's property room.

SECTION 18. CASE FILES

- All original reports, statements and other documentation related to the investigation will be electronically filed with SS911.
- While the investigation is in process and not yet forwarded to the prosecutor, access to the electronic case files will be restricted to personnel conducting the investigation. Under no circumstances will reports or other case material be disseminated without the written consent of the Commander.
- The complete investigation will be sent to the Pierce County Prosecuting Attorney's Office for review.
- Once the investigation is complete, the involved agency will be granted access to the case files to conduct their administrative investigation. The non-law enforcement PCFIT representatives shall also have access to the completed case file. Public dissemination of the case files shall be consistent with state law.

SECTION 19. VEHICLE INCIDENTS

When requested, the PCFIT will investigate incidents in which the use of a vehicle is an intentional use of force that causes substantial bodily harm, great bodily harm or death. In these investigations, the PCFIT may utilize experienced Collision Reconstructionists and other appropriate resources.

This section is not to imply that the PCFIT will be activated in a police involved collision causing great bodily harm or death where the collision was not a result of an intentional use of force.

SECTION 20. COMMAND STAFF BRIEFING

The purpose of this briefing is to advise the Command Staff from the involved agency the status of the incident and to determine what information is appropriate for media releases. In

addition to the Command Staff from the involved agency, the attendees to this meeting typically will consist of the PCFIT Commander and Lead Investigator.

SECTION 21. PHYSICAL EVIDENCE COLLECTION, PRESERVATION, AND ANALYSIS

Member agencies having the capability to assist PCFIT Investigators in the documentation of the scene(s) and to assist in the collection, preservation, and analysis of physical evidence may do so providing they possess the requisite training and experience, provided that agencies involved in the use of force shall not assist with the collection, preservation, or analysis of physical evidence.

Prior to final relinquishment of the scene, the Lead Investigator, crime scene Investigators/ professionals, and PCFIT Commander will confer to determine if the collection of evidence is complete.

SECTION 22. EMPLOYEE RIGHTS

Law enforcement employees have the same rights and privileges regarding criminal investigative interviews that any other citizen would have, including the right to remain silent, the right to consult with an attorney prior to an interview, and the right to have an attorney present during the interview.

SECTION 23. OFFICER INTERVIEWS

- Witness officers
 - Witness officers will provide a written report and/ or recorded interview as deemed appropriate by the Lead Investigator.
- Involved officers
 - Statements from the officers using force must be completely voluntary. Under no circumstances are investigators to take a compelled statement from the involved officer(s). Any compelled statements obtained in Administrative Investigations shall not be shared with the PCFIT investigative team.

SECTION 24. PUBLIC SAFETY STATEMENT

Public Safety Statements should be taken with consideration of the Involved Agency's policies, procedures and documents. The public safety statement may include:

- Any outstanding suspects
- Location of evidence
- Location of potentially injured people

- Any general public safety concerns

SECTION 25. REPORT WRITING

1. All investigators participating in the criminal investigation will write reports documenting their participation.
2. The Investigators within each investigative team will allocate and divide among themselves the responsibility for documenting interviews and observations.
3. Prompt completion of reports is essential. All involved agencies and investigators will strive for report completion within 7 days of any investigative activity. The Medical Examiner's report may be delayed beyond 30 days pending results of some scientific tests.

SECTION 26. PUBLIC TRANSPARENCY AND MEDIA RELATIONS

The PCFIT Commander shall provide public updates about the investigation a minimum of once per week, even if there is no new progress to report. When an investigation is complete, the information will be made available to the public in a manner consistent with applicable state law.

The PCFIT Executive Board shall ensure that all the following is made available to the public:

- The names of the members, supervisors, commanders, and non-law enforcement community representatives on the PCFIT.
- The PCFIT policies and procedures

During investigations, the PCFIT commander shall insure that all state law requirements for notification of family members and Tribes are followed.

1. PCFIT: Once the PCFIT has initiated an investigation, all media releases related to the investigation shall be made by the PCFIT Public Information Officer (designated by the PCFIT Commander) after consultation with the involved agency's chief executive or designee, and after review by the PCFIT's non-law-enforcement community representatives. The PCFIT may release information typically on the day of the incident, an intermediate news release, and then a release when the complete investigation is sent to the Prosecutor.
2. THE INVOLVED AGENCY: The involved agency's Public Information Officer ("PIO"), or other official designee, will release information in coordination with PCFIT supervisors. It shall be the responsibility of the involved agency to determine when the involved

officer's name will be released to the public, pursuant to their policies and procedures and consistent with the requirements of state laws including the Public Records Act.

SECTION 27. FAMILY AND TRIBAL LIAISONS

The Lead Investigator will assign a liaison to the family of the person against whom deadly force has been used. The liaison will make every effort to keep the family informed of the status of the investigation and provide details that do not compromise the integrity of the investigation. A Tribal liaison shall be assigned if the person against whom deadly force was used is a member of a recognized Indian Tribe.

SECTION 28. PROSECUTOR PROTOCOL

The Lead Investigator will ensure adherence to the Pierce County Prosecutor's Officer Involved Fatal Incident Protocol. Questions regarding the Prosecutor's protocol or legal questions related to the investigation should be referred to the Pierce County Prosecuting Attorney's Office.

SECTION 29. SANCTIONS/REMOVAL OF MEMBER AGENCY

Willful violations of the protocol agreement will be brought to the attention of the Executive Board by the PCFIT Commander or Lead Investigator. The Executive Board, by majority vote, may elect to immediately stop the investigation and turn the investigation over to the involved agency for another independent agency to investigate. A member agency failing to abide by this agreement may also be removed from the PCFIT by a majority vote of the Executive Board.

SECTION 30. TERM OF AGREEMENT

This Agreement shall become effective on the date it is executed by all signing parties, and shall remain in full force and effect and is intended to be indefinite.

SECTION 31. TERMINATION

A party may terminate this Agreement or, alternatively, withdraw its participation in the PCFIT by providing written notice to the chief law enforcement officer for each member agency of its intent to terminate or withdraw from this agreement. A notice of termination or withdrawal shall become effective upon the latter of: a) 30 days after service of the notice on the chief law enforcement officers for all member agencies; or b) at the conclusion of any PCFIT investigation that is pending on the date of the written notice of intent to terminate or withdraw from this Agreement.

SECTION 32. STATUS OF OFFICERS ASSIGNED TO PCFIT

- Pursuant to RCW 10.93.050, each officer assigned to the PCFIT remains the employee of the party who hired the officer, and is not an employee of any other member agency.
- Member agencies shall not allow officers who have been disciplined for dishonesty, bias or improper use of force to be assigned to the PCFIT.

SECTION 33. LIABILITY, HOLD HARMLESS AND INDEMNIFICATION

Pursuant to RCW 10.93.040, it is understood and agreed that each member agency, its agents, employees, and insureds do not, by virtue of these Protocols, assume any responsibility or liability for the actions of another agency's officers.

Each party hereto shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers to the fullest extent required by law, and shall save, indemnify, defend and hold harmless all other parties from such liability. In the case of negligence of more than one party to this Agreement, any damages shall be in proportion to the percentage of negligence attributed to each party, and each party shall have the right to contribution from the other party in proportion to the percentage of negligence attributed to the other party. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 34. DISPUTE RESOLUTION

For the purpose of this Agreement, time is of the essence. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute.

SECTION 35. SEVERABILITY

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

SECTION 36. MISCELLANEOUS

Any provision of this Agreement that imposes an obligation that continues after termination or expiration of this Agreement shall survive the term or expiration of the Agreement and shall be binding on the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION 37. EXECUTION OF AGREEMENT

This Agreement may be signed in counterparts by the parties. If the Agreement is signed by the parties in counterparts, it will be considered a fully executed Agreement.

PCDFIT

Print Name Title

Signature Date
Bonney Lake Police Department

Print Name Title

Signature Date
Buckley Police Department

Print Name Title

Signature Date
DuPont Police Department

Print Name Title

Signature Date
Eatonville Police Department

Print Name Title

Signature Date
Fife Police Department

Print Name Title

Signature Date
Fircrest Police Department

Print Name Title

Signature Date
Orting Police Department

Print Name Title

Signature Date
Pacific Police Department

Print Name Title

Signature Date
Pierce County Sheriff's Department

Print Name Title

Signature Date
Puyallup Police Department

Print Name Title

Signature Date
Roy Police Department

Print Name Title

Signature Date
Ruston Police Department

PCDFIT

Print Name Title

Signature Date
Gig Harbor Police Department

Print Name Title

Signature Date
Lakewood Police Department

Print Name Title

Signature Date
Milton Police Department

Print Name Title

Signature Date
Washington State Patrol

Print Name Title

Signature Date
Steilacoom Dept of Public Safety

Print Name Title

Signature Date
Sumner Police Department

Print Name Title

Signature Date
Tacoma Police Department



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Appointment of Citizen Representative - Use of Force Board	AB20-60			
			7.15.20	7.29.20
	Department:	Administration/Police		
	Date Submitted:	7.22.20		
Cost of Item:	<u> </u> \$			
Amount Budgeted:	<u> </u> \$			
Unexpended Balance:	<u> </u> \$			
Bars #:				
Timeline:				
Submitted By:				
Fiscal Note:				
Attachments: Resolution, PD Letter, Applicants				
SUMMARY STATEMENT:				
<p>Following the passage of Initiative 940, the Washington State legislature passed SHB 1064 requiring that all police use of deadly force that results in death, substantial bodily harm, or great bodily harm requires an investigation completely independent of the involved agency. The new law in Washington State is called the Law Enforcement Training and Community Safety Act. One of the requirements for independent investigations is that at least two non-law enforcement community representatives participate in the investigation process.</p> <p>The Orting Police Department recruited for a member of the Orting community who would be willing to serve as a non-law enforcement community representative if an independent investigation becomes necessary. The City of Police posted a letter stating that those interested should submit a letter of interest describing their background, community involvement and interest in serving as a citizen representative to the City of Orting.</p>				
<p>RECOMMENDED ACTION: <i>To Adopt Resolution No. 2020-19, Appointing _____ as the City of Orting’s Non-Law Enforcement Community Representative to the Pierce County Force Investigation Team.</i></p>				

**CITY OF ORTING
WASHINGTON**

RESOLUTION NO. 2020-19

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, APPOINTING THE CITY'S NON-LAW
ENFORCEMENT COMMUNITY REPRESENTATIVE TO
THE PIERCE COUNTY FORCE INVESTIGATION TEAM.**

WHEREAS, in order to comply with new regulations pertaining to investigation of use of force incidents by police agencies, Pierce County and municipalities through the County, including Orting, have negotiated a Memorandum of Understanding (MOU) which creates the Pierce County Force Investigation Team; and

WHEREAS, the MOU identifies the roles and responsibilities relative to the investigation of police use of force among the member agencies, by, among other things, ensuring departments do not investigate themselves, providing for regular communication to the public, and establishing roles for representatives of the public to an appropriate degree; and

WHEREAS, the MOU at Section 8 states “[e]ach Member Agency shall appoint at least one civilian to fulfill the duties assigned by WAC 139-12-030, provided that Member Agencies may use Non-Law Enforcement Community Representatives appointed by other Member Agencies upon mutual agreement”;

WHEREAS, the City Council has authorized, by Resolution, the Mayor or Chief of Police to execute the MOU; and

WHEREAS, in advance of executing the Resolution and in anticipation of needing to recruit a member of the Orting community to serve as a non-law enforcement community representative if an independent investigation is necessary under the new regulations, the City sought applicants for the volunteer position; and

WHEREAS, the City Council finds that the applicant identified herein is qualified to serve as the City’s non-law enforcement community representative on the Pierce County Force Investigation Team;

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

Section 1. Appointment. The City Council hereby appoints _____ to serve as the City of Orting’s non-law enforcement community representative for the Pierce County Force Investigation Team, for a term of _____ year(s).

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 3. 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 29TH, DAY OF JULY, 2020.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk,CMC

Approved as to form:

Charlotte A. Archer
Inslee Best
City Attorney



Orting Police Department

Chris Gard, Chief of Police

Following the passage of Initiative 940, the Washington State legislature passed SHB 1064 requiring that all police use of deadly force that results in death, substantial bodily harm, or great bodily harm requires an investigation completely independent of the involved agency. The new law in Washington State is called the Law Enforcement Training and Community Safety Act. One of the requirements for independent investigations is that at least two non-law enforcement community representatives participate in the investigation process.

Pierce County law enforcement leaders, including Orting, have created a multi-agency Independent Investigative Team to investigate all police use of deadly force incidents regionally in Pierce County. Each regional team shall create a roster of individuals willing to serve as a non-law enforcement community representative.

The Orting Police Department is seeking a member of the Orting community who is willing to serve as a non-law enforcement community representative if an independent investigation becomes necessary. If selected, you would be required to sign a binding confidentiality agreement at the beginning of the police use of force investigation that would remain in effect until the conclusion of that investigation. Further, community representatives will be provided training on use of force and best practices involving use of force. This is a non-compensated volunteer position of significant importance. Credibility with and ties to communities impacted by police use of deadly force is desirable.

If you are interested, please submit a letter of interest describing your background, community involvement and interest in serving as a citizen representative to the City of Orting, ATTN: Human Resources, 110 Train Street SE, Orting, WA 98360 no later than close of business on Friday, July 10, 2020.

If you would like additional information or have any questions about this this opportunity, please contact Chief Chris Gard at 360.893.3111.



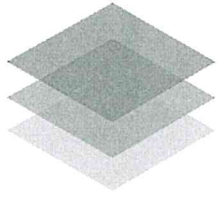
**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Gambling Tax Penalty Relief or Due Date Extension	AB20-61		7.15.20	7.29.20
	Department:	Finance		
	Date Submitted:	July 7th, 2020		
Cost of Item:	<u>TBD</u>			
Amount Budgeted:	\$0.00			
Unexpended Balance:	N/A			
Bars #:	001-316-81-01-00			
Timeline:	N/A Discussion Item			
Submitted By:	Scott Larson			
Fiscal Note: The City has not historically budgeted for gambling tax penalties, so the fiscal impact of granting a waiver would be de-minimums.				
Attachments: None				
<p>SUMMARY STATEMENT: The two businesses that pay gambling taxes in Orting were delinquent on their second quarter gambling taxes. The State extended the timeframe for businesses to pay second quarter gambling taxes, but the extension only covers the state portion of the tax. Since the due date and the penalty for not paying the gambling taxes in a timely manner are prescribed by Orting Municipal Code (OMC) 4-5-3, Council has to approve any waiver that would be granted.</p> <p>The City has had one of the businesses reach out and ask for relief from penalties, and I agreed to bring their request to Council for consideration. Council has three options:</p> <ol style="list-style-type: none"> 1) Do not grant the waiver and the businesses will be required to pay the penalty as prescribed by the code. 2) Grant a partial waiver and require the business to pay a portion of the penalty. 3) Make a one-time extension to the first quarter 2020 gambling tax due date to August 14, 2020. Business that does not meet this extended date would incur penalties as prescribed by code. <p>The Staff recommendation is to extend the second quarter filing deadline to August 14, 2020 at which time the regular penalty cycle would commence.</p>				
RECOMMENDED ACTION: Request staff to bring back Ordinance extending the deadline to August 14, 2020 as prescribed by OMC 4-5-3 . _____.				



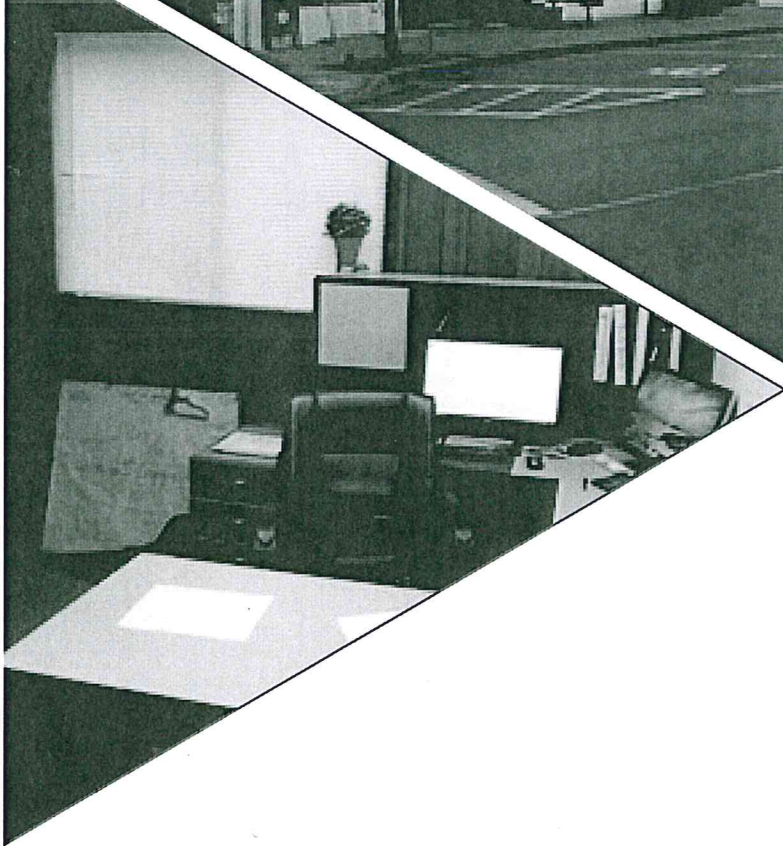
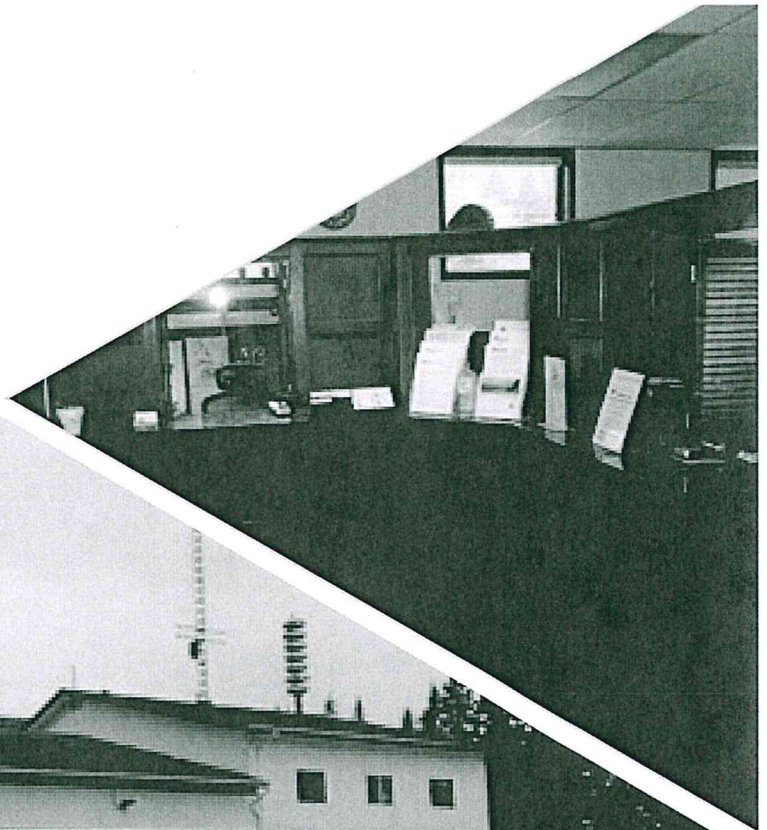
**City Of Orting
Council Agenda Summary Sheet**

Subject: Discussion Surplus of City Hall-Commercial Appraisal		Recommending Committee:	Study Session	Regular Meeting
		N/A	N/S	7/29/2020
	Department:	Administration		
	Date Submitted:	July 24, 2020		
Cost of Item:		<u>N/A</u>		
Amount Budgeted:		<u>N/A</u>		
Unexpended Balance:		<u>N/A</u>		
Bars #:		None		
Timeline:		N/A		
Submitted By:		Mark Bethune		
Fiscal Note: None				
Attachments: S&H Appraisal Report				
<p>SUMMARY STATEMENT: Staff worked with S&H to prepare a commercial appraisal of the City Hall facility on Train St. At the direction of staff, the appraiser prepared the report without considering the contaminated soils as a report with that scope would have been considerably more expensive and complicated to complete. Further discussion items include the price at which we would market the building, timing of the sale, and options to deal with the contaminated soils.</p>				
<p>RECOMMENDED ACTION: Prepare a surplus resolution and advertise the property for sale.</p>				
<p>FUTURE MOTION:</p>				



SH&H

VALUATION AND CONSULTING



APPRAISAL REPORT

CITY OF ORTING

110 TRAIN STREET SOUTHEAST
ORTING, WASHINGTON 98360

SH&H FILE 15126-20



July 16, 2020

Mark Bethune
City Administrator
City of Orting Washington
110 Train Street Southeast
Orting, Washington 98360

RE: Appraisal Report
City of Orting
110 Train Street Southeast
Orting, Washington 98360
SH&H File 15126-20

Dear Mr. Bethune:

At your request, we are providing you with an appraisal report relevant to the above referenced property. This report was prepared in accordance with, and is intended to conform to, the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by The Appraisal Foundation.

The subject property is located at the southerly corner of Train Street Southeast and Varner Street Southeast in Orting, Washington. The site is located on a single parcel with an area of 9,000 square feet, or 0.21 acres. The property was originally built in 1940 with an addition completed in 1975. The facility was built as a fire station and contains an area of 6,578 square feet. The property is currently being utilized by the City of Orting as the City Hall; however, the property does not meet their current needs so the City has decided to construct a new facility and intend to sell the subject property. The property contains an office area of 4,520 square feet, or 69% of the rentable area. The remaining 2,058 square feet is utilized as a garage and is accessed by four garage doors. The property has not been listed for sale as of the effective appraisal date.

The subject property is impacted by contamination issues as a result of a leak in an underground diesel tank. As of the effective appraisal date, the owner has not been able to achieve a no further action status from the Department of Ecology and there may be remediation costs associated with the contamination. As these details and costs are not known as of the effective appraisal date, we will analyze the property subject to the hypothetical condition that it is not contaminated.

Hypothetical Condition: *“a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.”*¹

The purpose of this appraisal is to determine the value as of the date of inspection. Based upon the enclosed data and discussions, it is our opinion that the value, as of the date of inspection, July 2, 2020, subject to the hypothetical condition as described herein, is as follows:

SIX HUNDRED THOUSAND DOLLARS

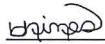
\$600,000

The appraisal report that follows summarizes the assignment, describes the area and the subject property, and explains the valuation techniques and reasoning leading to the final opinions of market value. As in the case of any narrative appraisal, the reader’s attention is directed to the underlying Assumptions and Limiting Conditions that are included in the accompanying report.


¹ *Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition*, Appraisal Standards Board, The Appraisal Foundation, Washington D.C., p. 4.

This appraisal was performed following public awareness that COVID-19 was affecting residents in the United States. At the time of the appraisal, COVID-19 was beginning to have widespread health and economic impacts. The effects of COVID-19 on the real estate market in the area of the subject property were not yet measurable based on reliable data. The analyses and value opinion in this appraisal are based on the data available to the appraisers at the time of the assignment and apply only as of the effective date indicated. No analyses or opinions contained in this appraisal should be construed as predictions of future market conditions or value.

Respectfully submitted,



Barbro A. Hines, MAI, SRA
State of Washington Certification 1101044



Kellen E. Hurych, Associate
State of Washington Certification 1101923