



City of Orting
Public Safety Committee
City Hall Council Chambers
104 Bridge Street South, Orting

Don Tracy, Co-Chair/Councilmember
Stanley Holland, Co-Chair/Councilmember
Scott Larson, City Administrator
Devon Gabreluk, Police Chief
Kristin Wetzel, Orting Police

November 7, 2024 09:00

This meeting is being held in person and through the platform zoom. Details for the virtual participation can be found below.

Join Zoom Meeting
 Join Zoom Meeting
 Meeting ID: **891 9486 2317**
 Passcode: **179480**
 +1 253 215 8782 US (Tacoma)

Call to Order

Approval of October 2024 Minutes

Agenda

Monthly Statistics – October, 2024
 Automated School Zone Enforcement (AB24-75 & Draft Ordinance 2024-xxxx)
 SWAT ILA Update
 AB24-XX Prosecutor Contract
 Council Goals
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Additional Comments/Good of the Order

Adjournment

<u>Agenda Item</u>	<u>Action</u>			<u>Notes</u>
<u>1</u>	<input type="checkbox"/> Move to Next Study Session	<input type="checkbox"/> Stay within Committee for further work	<input type="checkbox"/> No Action Required	
<u>2</u>	<input type="checkbox"/> Move to Next Study Session	<input type="checkbox"/> Stay within Committee for further work	<input type="checkbox"/> No Action Required	
<u>3</u>	<input type="checkbox"/> Move to Next Study Session	<input type="checkbox"/> Stay within Committee for further work	<input type="checkbox"/> No Action Required	
<u>4</u>	<input type="checkbox"/> Move to Next Study Session	<input type="checkbox"/> Stay within Committee for further work	<input type="checkbox"/> No Action Required	
<u>5</u>	<input type="checkbox"/> Move to Next Study Session	<input type="checkbox"/> Stay within Committee for further work	<input type="checkbox"/> No Action Required	
<u>6</u>	<input type="checkbox"/> Move to Next Study Session	<input type="checkbox"/> Stay within Committee for further work	<input type="checkbox"/> No Action Required	

Next Meeting: December 5, 2024 – 09:00 am

Orting Public Safety Committee Meeting

City Hall Council Chambers
October 3, 2024

ATTENDANCE Don Tracy, Chair/Councilmember
Stanley Holland, Chair/Councilmember
Scott Larson, City Administrator
Chief Devon Gabreluk, Orting Police Dept.
Kristin Wetzal, Orting Police Dept.

Call to Order at 9:00 AM

AGENDA ITEMS

Approval of Prior Minutes

Police Monthly Statistics

- Chief Gabreluk reported that the department received 354 calls for 911 service from the beginning of the month to last week. Materials were provided on the specifics of those calls. To date, the department has written 783 police case reports.

Automated School Zone Enforcement (AB24-75 & Draft Ordinance 2024-xxxx)

- The committee requested the potential vendor draw up a contract with specific costs so that the item could be moved to study session,

Endangerment with a Controlled Substance (AB24-101 & Draft Ordinance)

- Pierce County Council adopted a local ordinance to address deficiencies in State law relating to exposing children and dependents to harmful drugs. The Pierce County Prosecutors Office urged local jurisdictions to do the same. A draft ordinance has been created but needs to be reviewed by Orting's prosecutor.

Pierce County Interlocal Agreement (ILA) for Specialized Services (AB24-102)

- Pierce County is requesting the City choose a payment plan for certain specialized services like County SWAT response. Cities can opt for a flat fee or pay per incident. Per analysis of how often services have been utilized, Chief Gabreluk recommends the City pay only on a needed basis. He highlighted the fact that services, like SWAT, are currently covered by existing agreements with other local cities.

Police Council Goals Update

- Chief Gabreluk reported that completing the police department staffing study and reorganizing/updating City municipal criminal code continue to be department priorities.

Other

- Concern was raised regarding young children driving golf carts on City streets. In addition, areas with chronic speeding related issues were addressed

Meeting Adjourned at 10:00 AM

DRAFT

Line	IncidentNo	CallDate	CallTime	Type_Text
1	2427500054	10/1/2024	0:51:51	SUSPICIOUS - VEHICLE
2	2427500104	10/1/2024	1:35:35	Community Oriented Policing
3	2427500117	10/1/2024	1:44:44	Community Oriented Policing
4	2427500134	10/1/2024	2:07:07	911 HANG-UP/OPEN LINE
5	2427500429	10/1/2024	7:11:11	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
6	2427500433	10/1/2024	7:15:15	TRAFFIC STOP
7	2427500483	10/1/2024	7:42:42	INFORMATION FOR POLICE
8	2427500709	10/1/2024	9:29:29	TRAFFIC STOP
9	2427500723	10/1/2024	9:35:35	911 HANG-UP/OPEN LINE
10	2427500779	10/1/2024	10:06:06	DISORDERLY - ROAD RAGE ~ NOT IN PROGRESS
11	2427501101	10/1/2024	12:32:32	FOLLOW UP
12	2427501129	10/1/2024	12:46:46	AGENCY ASSIST
13	2427501222	10/1/2024	13:24:24	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
14	2427501519	10/1/2024	15:20:20	TRAFFIC COMPLAINT (RECKLESS VEHICLE)
15	2427501527	10/1/2024	15:22:22	UNWANTED PERSON
16	2427501598	10/1/2024	15:49:49	SECURITY CHECK
17	2427501727	10/1/2024	16:34:34	CITIZEN ASSIST
18	2427501904	10/1/2024	17:49:49	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
19	2427502170	10/1/2024	19:57:57	TRAFFIC STOP
20	2427502175	10/1/2024	19:59:59	FOLLOW UP
21	2427502246	10/1/2024	20:22:22	TRAFFIC STOP
22	2427502276	10/1/2024	20:37:37	911 HANG-UP/OPEN LINE
23	2427502284	10/1/2024	20:43:43	TRAFFIC STOP
24	2427502326	10/1/2024	21:03:03	TRAFFIC STOP
25	2427502338	10/1/2024	21:15:15	TRAFFIC STOP
26	2427502379	10/1/2024	21:42:42	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
27	2427502385	10/1/2024	21:44:44	TRAFFIC STOP
28	2427502412	10/1/2024	22:02:02	TRAFFIC STOP
29	2427502506	10/1/2024	23:02:02	TRAFFIC STOP
30	2427600606	10/2/2024	9:09:09	ANIMAL AT LARGE
31	2427600870	10/2/2024	11:00:00	FOOT PATROL
32	2427600925	10/2/2024	11:22:22	CITIZEN ASSIST
33	2427601127	10/2/2024	12:45:45	PARKING PROBLEM
34	2427601567	10/2/2024	15:45:45	FOUND PROPERTY
35	2427601863	10/2/2024	18:02:02	TRAFFIC STOP
36	2427601895	10/2/2024	18:13:13	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
37	2427601948	10/2/2024	18:37:37	TRAFFIC STOP
38	2427602241	10/2/2024	21:00:00	911 HANG-UP/OPEN LINE
39	2427602291	10/2/2024	21:34:34	SHOPLIFT ~ JUST OCCURRED
40	2427602342	10/2/2024	22:00:00	SHOTS FIRED - NO KNOWN VICTIMS
41	2427602376	10/2/2024	22:18:18	HARASSMENT
42	2427700276	10/3/2024	4:50:50	BURGLARY ALARM - COMMERCIAL
43	2427700326	10/3/2024	5:36:36	SECURITY CHECK
44	2427700334	10/3/2024	5:41:41	SECURITY CHECK
45	2427700552	10/3/2024	8:00:00	SUSPICIOUS - VEHICLE
46	2427700957	10/3/2024	10:47:47	TRAFFIC STOP
47	2427700958	10/3/2024	10:47:47	TRAFFIC STOP
48	2427701210	10/3/2024	12:26:26	FOLLOW UP
49	2427701353	10/3/2024	13:21:21	VIOLATION OF COURT ORDER
50	2427701629	10/3/2024	15:08:08	ANIMAL COMPLAINT (GENERAL)
51	2427701735	10/3/2024	15:51:51	FOLLOW UP
52	2427701742	10/3/2024	15:53:53	UNWANTED LOITERER

53	2427702023	10/3/2024	17:41:41	FIRE (CALL TRANSFERRED TO FIRE PSAP)
54	2427702117	10/3/2024	18:21:21	TRAFFIC STOP
55	2427702644	10/3/2024	22:47:47	TRAFFIC STOP
56	2427702687	10/3/2024	23:14:14	SUBJECT STOP - SUBJECT IN VEHICLE
57	2427800378	10/4/2024	6:31:31	TRAFFIC STOP
58	2427800397	10/4/2024	6:46:46	TRAFFIC STOP
59	2427800409	10/4/2024	6:52:52	TRAFFIC STOP
60	2427800420	10/4/2024	7:01:01	BURGLARY ALARM - COMMERCIAL
61	2427800487	10/4/2024	7:46:46	BURGLARY ALARM - COMMERCIAL
62	2427800872	10/4/2024	10:53:53	FOLLOW UP
63	2427800874	10/4/2024	10:55:55	IDENTITY THEFT
64	2427801247	10/4/2024	13:26:26	MOLESTATION/GROPING
65	2427801432	10/4/2024	14:54:54	THEFT
66	2427801501	10/4/2024	15:26:26	FOLLOW UP
67	2427801559	10/4/2024	15:49:49	VIOLATION OF COURT ORDER
68	2427802042	10/4/2024	18:41:41	FOLLOW UP
69	2427802254	10/4/2024	20:45:45	MVC - NON INJURY
70	2427802302	10/4/2024	21:13:13	UNWANTED PERSON
71	2427802357	10/4/2024	21:45:45	SUBJECT STOP - SUBJECT IN VEHICLE
72	2427802360	10/4/2024	21:48:48	SECURITY CHECK
73	2427802476	10/4/2024	22:41:41	TRAFFIC STOP
74	2427802482	10/4/2024	22:44:44	TRAFFIC STOP
75	2427802522	10/4/2024	23:02:02	BURGLARY ALARM - COMMERCIAL
76	2427802539	10/4/2024	23:13:13	TRAFFIC STOP
77	2427802601	10/4/2024	23:46:46	PHONE MESSAGE FOR OFFICER
78	2427900068	10/5/2024	0:51:51	BURGLARY ALARM - COMMERCIAL
79	2427900406	10/5/2024	7:08:08	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
80	2427901112	10/5/2024	14:32:32	TRAFFIC STOP
81	2427901752	10/5/2024	19:26:26	DISORDERLY - NEIGHBOR DISPUTE
82	2427901759	10/5/2024	19:28:28	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
83	2427901814	10/5/2024	20:01:01	WELFARE CHECK
84	2427901832	10/5/2024	20:09:09	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
85	2427901895	10/5/2024	20:34:34	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
86	2427901991	10/5/2024	21:30:30	TRAFFIC STOP
87	2427901999	10/5/2024	21:36:36	TRAFFIC STOP
88	2427902031	10/5/2024	21:52:52	TRAFFIC STOP
89	2428000005	10/6/2024	0:05:05	TRAFFIC STOP
90	2428000105	10/6/2024	1:23:23	BURGLARY ALARM - COMMERCIAL
91	2428000190	10/6/2024	2:22:22	NOISE COMPLAINT
92	2428001160	10/6/2024	14:09:09	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
93	2428001201	10/6/2024	14:35:35	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
94	2428001310	10/6/2024	15:34:34	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
95	2428001514	10/6/2024	17:20:20	TRAFFIC STOP
96	2428001544	10/6/2024	17:31:31	TRAFFIC STOP
97	2428001658	10/6/2024	18:14:14	STALKING
98	2428001877	10/6/2024	19:57:57	BURGLARY ALARM - RESIDENTIAL
99	2428002071	10/6/2024	21:40:40	SECURITY CHECK
100	2428002073	10/6/2024	21:41:41	BURGLARY ALARM - RESIDENTIAL
101	2428100149	10/7/2024	1:36:36	911 HANG-UP/OPEN LINE
102	2428100460	10/7/2024	7:10:10	TRESPASS
103	2428100781	10/7/2024	9:47:47	DISORDERLY - NEIGHBOR DISPUTE
104	2428101087	10/7/2024	11:46:46	FOUND PROPERTY
105	2428101148	10/7/2024	12:10:10	ATTEMPT SUICIDE

106	2428101283	10/7/2024	12:58:58	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
107	2428101320	10/7/2024	13:11:11	FOUND PROPERTY
108	2428101407	10/7/2024	13:44:44	FOUND CHILD
109	2428101464	10/7/2024	14:02:02	PHONE MESSAGE FOR OFFICER
110	2428101768	10/7/2024	16:14:14	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
111	2428102162	10/7/2024	19:21:21	FOLLOW UP
112	2428102221	10/7/2024	19:46:46	TRAFFIC STOP
113	2428102386	10/7/2024	21:25:25	TRAFFIC STOP
114	2428102387	10/7/2024	21:26:26	SECURITY CHECK
115	2428102426	10/7/2024	21:45:45	WELFARE CHECK
116	2428102649	10/7/2024	23:41:41	DISORDERLY - VERBAL ALTERCATION
117	2428200024	10/8/2024	0:17:17	TRAFFIC STOP
118	2428200993	10/8/2024	11:33:33	911 HANG-UP/OPEN LINE
119	2428200996	10/8/2024	11:34:34	911 HANG-UP/OPEN LINE
120	2428201003	10/8/2024	11:37:37	911 HANG-UP/OPEN LINE
121	2428201111	10/8/2024	12:28:28	911 HANG-UP/OPEN LINE
122	2428201112	10/8/2024	12:29:29	911 HANG-UP/OPEN LINE
123	2428201113	10/8/2024	12:29:29	INCORRIGIBLE JUVENILE
124	2428201317	10/8/2024	14:02:02	WELFARE CHECK
125	2428201605	10/8/2024	16:05:05	DISORDERLY - VERBAL ALTERCATION
126	2428201728	10/8/2024	17:01:01	MISSING CHILD
127	2428201927	10/8/2024	18:31:31	SUSPICIOUS - PROWLER
128	2428202157	10/8/2024	20:19:19	SECURITY CHECK
129	2428202412	10/8/2024	22:36:36	TRAFFIC STOP
130	2428202467	10/8/2024	23:21:21	WELFARE CHECK
131	2428300079	10/9/2024	1:22:22	TRAFFIC STOP
132	2428300315	10/9/2024	6:01:01	TRAFFIC COMPLAINT (RECKLESS VEHICLE)
133	2428300418	10/9/2024	7:38:38	FOOT PATROL
134	2428300657	10/9/2024	9:29:29	FOLLOW UP
135	2428301125	10/9/2024	12:49:49	THEFT ~ JUST OCCURRED
136	2428301241	10/9/2024	13:34:34	ATTEMPT MOTOR VEHICLE THEFT
137	2428301245	10/9/2024	13:36:36	THREATS
138	2428301284	10/9/2024	13:51:51	SHOPLIFT ~ JUST OCCURRED
139	2428301533	10/9/2024	15:10:10	MVC - INJURY OR UNK INJURY
140	2428301535	10/9/2024	15:10:10	MVC - NON INJURY
141	2428301586	10/9/2024	15:32:32	MOTOR VEHICLE THEFT
142	2428301844	10/9/2024	17:18:18	THEFT - FROM VEHICLE
143	2428301872	10/9/2024	17:31:31	DISORDERLY - VERBAL ALTERCATION
144	2428301882	10/9/2024	17:35:35	HOLDUP ALARM - COMMERCIAL
145	2428301926	10/9/2024	17:53:53	PHONE MESSAGE FOR OFFICER
146	2428302012	10/9/2024	18:20:20	VANDALISM
147	2428302025	10/9/2024	18:25:25	CITIZEN ASSIST
148	2428302077	10/9/2024	18:49:49	WARRANT SERVICE/SUBJ WITH WARR
149	2428302374	10/9/2024	21:24:24	TRAFFIC COMPLAINT (RECKLESS VEHICLE)
150	2428401142	10/10/2024	12:00:00	INFORMATION FOR POLICE
151	2428401250	10/10/2024	12:43:43	SUSPICIOUS - VEHICLE
152	2428401355	10/10/2024	13:33:33	VANDALISM
153	2428401560	10/10/2024	14:50:50	WELFARE CHECK
154	2428401573	10/10/2024	14:56:56	FRAUD/FORGERY
155	2428401760	10/10/2024	16:07:07	FOLLOW UP
156	2428401768	10/10/2024	16:12:12	FOUND PROPERTY
157	2428402001	10/10/2024	17:52:52	FOLLOW UP
158	2428402016	10/10/2024	17:59:59	SUICIDE THREAT

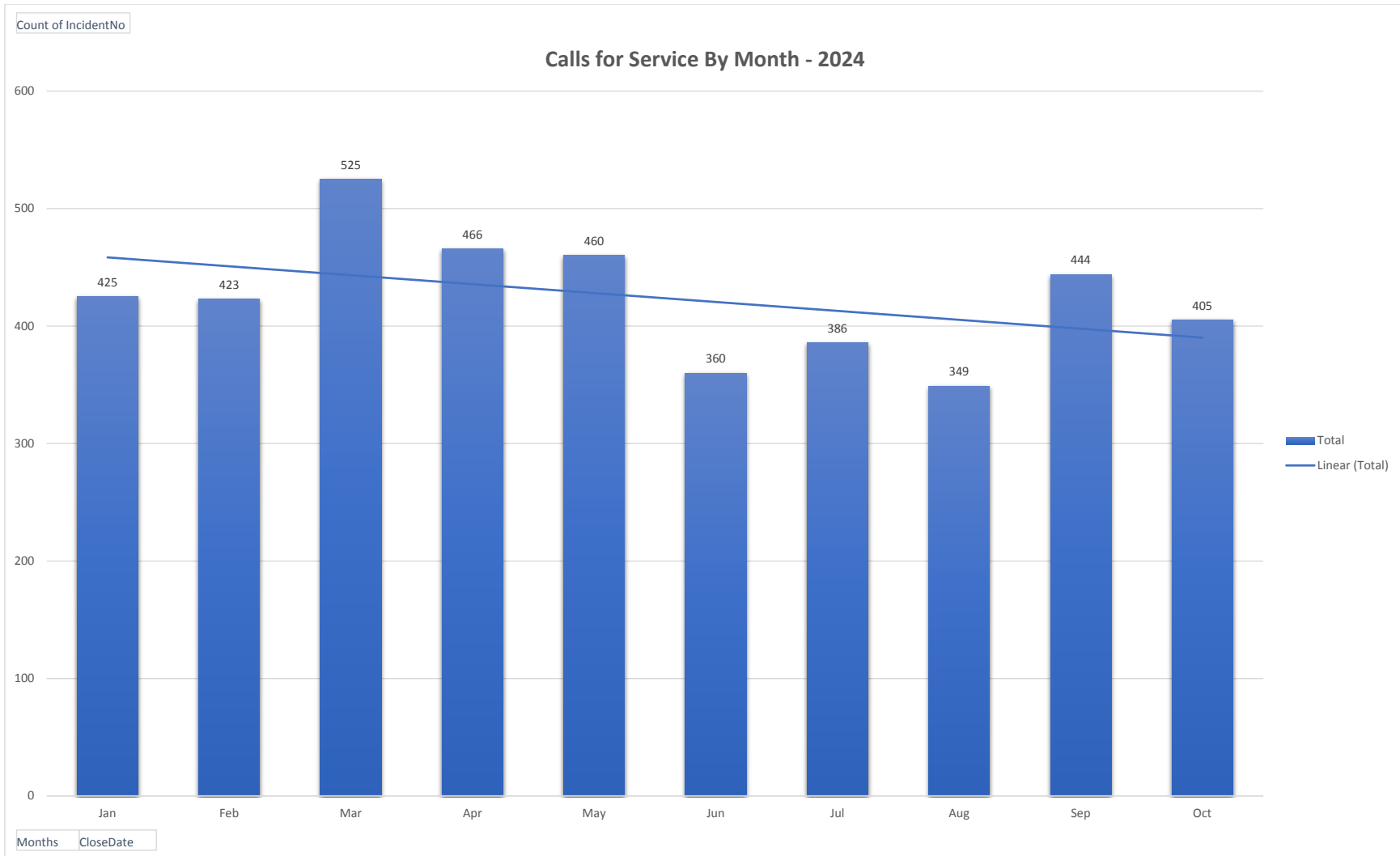
159	2428402077	10/10/2024	18:29:29	MISSING CHILD
160	2428402123	10/10/2024	18:57:57	MISSING CHILD
161	2428402198	10/10/2024	19:34:34	DVV - VERBAL DOMESTIC
162	2428402256	10/10/2024	20:07:07	DV - PHYSICAL
163	2428500557	10/11/2024	8:51:51	NARCOTICS ACTIVITY
164	2428500835	10/11/2024	10:52:52	DVV - VERBAL DOMESTIC
165	2428500982	10/11/2024	11:52:52	CITIZEN ASSIST
166	2428501277	10/11/2024	13:43:43	FOLLOW UP
167	2428501312	10/11/2024	14:00:00	ASSAULT NO WEAPON
168	2428501466	10/11/2024	15:02:02	ASSAULT NO WEAPON ~ NOT IN PROGRESS
169	2428600508	10/12/2024	7:53:53	ANIMAL COMPLAINT (GENERAL)
170	2428600519	10/12/2024	7:59:59	SPECIAL EMPHASIS
171	2428600577	10/12/2024	8:35:35	TRAFFIC STOP
172	2428600955	10/12/2024	12:36:36	FOUND PROPERTY
173	2428600980	10/12/2024	12:44:44	SUSPICIOUS - PERSON
174	2428600988	10/12/2024	12:48:48	SUSPICIOUS - OBJECT
175	2428601078	10/12/2024	13:35:35	INCORRIGIBLE JUVENILE
176	2428601227	10/12/2024	14:50:50	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
177	2428601369	10/12/2024	16:02:02	CITIZEN ASSIST
178	2428601475	10/12/2024	17:02:02	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
179	2428601733	10/12/2024	19:00:00	TRAFFIC STOP
180	2428601798	10/12/2024	19:22:22	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
181	2428601956	10/12/2024	20:39:39	911 HANG-UP/OPEN LINE
182	2428601981	10/12/2024	20:48:48	CHECK/CREDIT CARD FRAUD
183	2428602005	10/12/2024	20:57:57	ABANDONED VEHICLE
184	2428602071	10/12/2024	21:40:40	SUBJECT STOP
185	2428602221	10/12/2024	23:03:03	SHOPLIFT ~ JUST OCCURRED
186	2428700765	10/13/2024	11:14:14	TRAFFIC COMPLAINT (RECKLESS VEHICLE)
187	2428700959	10/13/2024	12:48:48	ANIMAL COMPLAINT (GENERAL)
188	2428701204	10/13/2024	14:47:47	DVV - VERBAL DOMESTIC
189	2428701595	10/13/2024	17:42:42	THEFT
190	2428701782	10/13/2024	19:06:06	DVV - VERBAL DOMESTIC
191	2428701839	10/13/2024	19:38:38	SECURITY CHECK
192	2428702197	10/13/2024	23:30:30	SHOTS FIRED - NO KNOWN VICTIMS
193	2428800169	10/14/2024	2:55:55	TRAFFIC STOP
194	2428800411	10/14/2024	7:38:38	MEDICAL AID - CPR IN PROGRESS
195	2428800566	10/14/2024	8:55:55	911 HANG-UP/OPEN LINE
196	2428800692	10/14/2024	9:59:59	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
197	2428801489	10/14/2024	15:37:37	CITIZEN FLAG DOWN
198	2428801781	10/14/2024	17:31:31	AGENCY ASSIST
199	2428801898	10/14/2024	18:26:26	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
200	2428802048	10/14/2024	19:41:41	FOLLOW UP
201	2428802159	10/14/2024	20:55:55	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
202	2428802188	10/14/2024	21:11:11	TRAFFIC STOP
203	2428802223	10/14/2024	21:32:32	SECURITY CHECK
204	2428802284	10/14/2024	22:16:16	DVV - VERBAL DOMESTIC
205	2428900042	10/15/2024	0:33:33	TRAFFIC STOP
206	2428900146	10/15/2024	2:17:17	WELFARE CHECK
207	2428901059	10/15/2024	12:08:08	VIOLATION OF COURT ORDER
208	2428901156	10/15/2024	12:50:50	MEDICAL AID - CPR IN PROGRESS
209	2428901686	10/15/2024	16:42:42	FOUND CHILD
210	2428901829	10/15/2024	17:49:49	FIRE (CALL TRANSFERRED TO FIRE PSAP)
211	2428901888	10/15/2024	18:10:10	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)

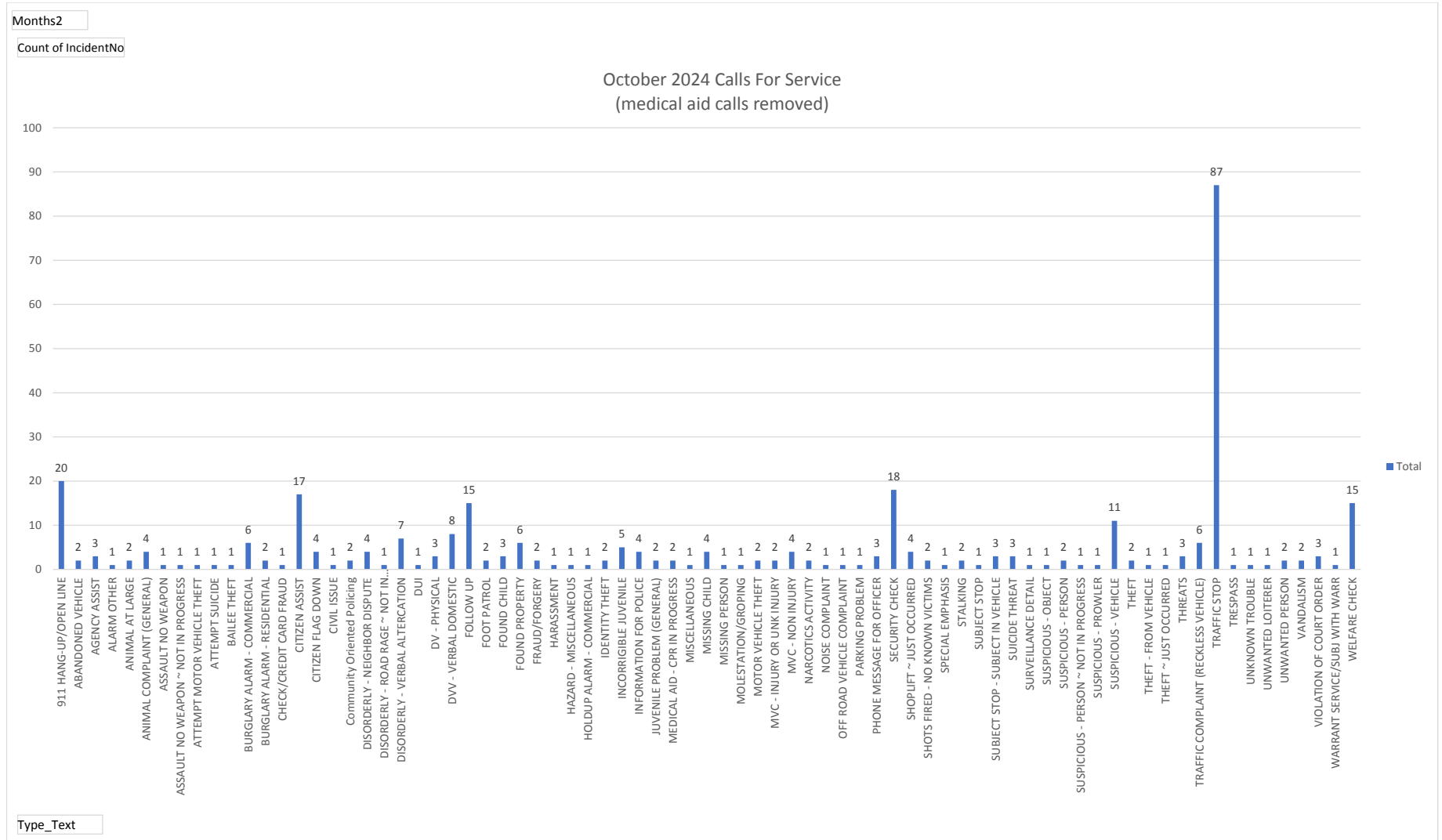
212	2428902334	10/15/2024	21:52:52	CITIZEN ASSIST
213	2428902423	10/15/2024	22:59:59	SUSPICIOUS - VEHICLE
214	2428902438	10/15/2024	23:09:09	TRAFFIC STOP
215	2429000051	10/16/2024	0:41:41	SUICIDE THREAT
216	2429000093	10/16/2024	1:12:12	SECURITY CHECK
217	2429000124	10/16/2024	1:58:58	TRAFFIC STOP
218	2429000167	10/16/2024	2:46:46	TRAFFIC STOP
219	2429001440	10/16/2024	14:47:47	WELFARE CHECK
220	2429001828	10/16/2024	17:30:30	DISORDERLY - VERBAL ALTERCATION
221	2429001917	10/16/2024	18:17:17	INFORMATION FOR POLICE
222	2429002098	10/16/2024	19:53:53	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
223	2429002141	10/16/2024	20:11:11	SECURITY CHECK
224	2429002338	10/16/2024	22:02:02	SUSPICIOUS - VEHICLE
225	2429100567	10/17/2024	8:51:51	TRAFFIC STOP
226	2429100600	10/17/2024	9:07:07	TRAFFIC STOP
227	2429100844	10/17/2024	10:45:45	AGENCY ASSIST
228	2429101392	10/17/2024	14:31:31	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
229	2429101462	10/17/2024	15:03:03	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
230	2429101507	10/17/2024	15:27:27	CITIZEN FLAG DOWN
231	2429102449	10/17/2024	23:17:17	SUSPICIOUS - VEHICLE
232	2429200146	10/18/2024	1:49:49	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
233	2429200494	10/18/2024	7:50:50	TRAFFIC STOP
234	2429200508	10/18/2024	8:01:01	TRAFFIC STOP
235	2429200720	10/18/2024	9:41:41	SURVEILLANCE DETAIL
236	2429200916	10/18/2024	11:09:09	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
237	2429201171	10/18/2024	13:02:02	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
238	2429201242	10/18/2024	13:32:32	DISORDERLY - VERBAL ALTERCATION
239	2429201261	10/18/2024	13:36:36	FIRE (CALL TRANSFERRED TO FIRE PSAP)
240	2429201380	10/18/2024	14:32:32	JUVENILE PROBLEM (GENERAL)
241	2429201390	10/18/2024	14:37:37	DUI
242	2429201439	10/18/2024	15:02:02	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
243	2429201453	10/18/2024	15:09:09	CITIZEN ASSIST
244	2429201502	10/18/2024	15:33:33	STALKING
245	2429201535	10/18/2024	15:48:48	MOTOR VEHICLE THEFT
246	2429201607	10/18/2024	16:16:16	ANIMAL COMPLAINT (GENERAL)
247	2429201776	10/18/2024	17:39:39	TRAFFIC COMPLAINT (RECKLESS VEHICLE)
248	2429201849	10/18/2024	18:07:07	SUSPICIOUS - PERSON ~ NOT IN PROGRESS
249	2429201947	10/18/2024	18:51:51	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
250	2429202074	10/18/2024	19:56:56	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
251	2429202101	10/18/2024	20:09:09	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
252	2429202322	10/18/2024	22:13:13	911 HANG-UP/OPEN LINE
253	2429202359	10/18/2024	22:34:34	TRAFFIC STOP
254	2429202374	10/18/2024	22:41:41	SUSPICIOUS - VEHICLE
255	2429202384	10/18/2024	22:50:50	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
256	2429202439	10/18/2024	23:23:23	SECURITY CHECK
257	2429202452	10/18/2024	23:29:29	TRAFFIC STOP
258	2429300495	10/19/2024	7:48:48	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
259	2429301345	10/19/2024	15:49:49	CIVIL ISSUE
260	2429301459	10/19/2024	16:54:54	CITIZEN ASSIST
261	2429301940	10/19/2024	20:49:49	CITIZEN ASSIST
262	2429301967	10/19/2024	21:01:01	TRAFFIC STOP
263	2429301999	10/19/2024	21:16:16	TRAFFIC STOP
264	2429302061	10/19/2024	21:56:56	TRAFFIC STOP

265	2429302083	10/19/2024	22:11:11	TRAFFIC STOP
266	2429302125	10/19/2024	22:29:29	FIRE (CALL TRANSFERRED TO FIRE PSAP)
267	2429302159	10/19/2024	22:49:49	TRAFFIC STOP
268	2429302172	10/19/2024	23:01:01	SUSPICIOUS - VEHICLE
269	2429302204	10/19/2024	23:21:21	DVV - VERBAL DOMESTIC
270	2429302247	10/19/2024	23:56:56	TRAFFIC STOP
271	2429400009	10/20/2024	0:05:05	TRAFFIC STOP
272	2429400013	10/20/2024	0:07:07	TRAFFIC STOP
273	2429400090	10/20/2024	0:45:45	SUSPICIOUS - VEHICLE
274	2429400260	10/20/2024	2:43:43	SUSPICIOUS - PERSON
275	2429400817	10/20/2024	10:42:42	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
276	2429400897	10/20/2024	11:28:28	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
277	2429401174	10/20/2024	13:43:43	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
278	2429401378	10/20/2024	15:22:22	DVV - VERBAL DOMESTIC
279	2429401557	10/20/2024	17:07:07	SHOPLIFT ~ JUST OCCURRED
280	2429401738	10/20/2024	18:49:49	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
281	2429401742	10/20/2024	18:51:51	SUICIDE THREAT
282	2429401771	10/20/2024	19:10:10	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
283	2429401891	10/20/2024	20:13:13	DVV - VERBAL DOMESTIC
284	2429402110	10/20/2024	22:30:30	SUSPICIOUS - VEHICLE
285	2429500290	10/21/2024	5:41:41	911 HANG-UP/OPEN LINE
286	2429500328	10/21/2024	6:08:08	FOLLOW UP
287	2429500643	10/21/2024	9:22:22	FOUND CHILD
288	2429500765	10/21/2024	10:07:07	THREATS
289	2429500821	10/21/2024	10:31:31	CITIZEN FLAG DOWN
290	2429501216	10/21/2024	12:59:59	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
291	2429501227	10/21/2024	13:04:04	FIRE (CALL TRANSFERRED TO FIRE PSAP)
292	2429501361	10/21/2024	14:00:00	MVC - INJURY OR UNK INJURY
293	2429501429	10/21/2024	14:31:31	TRAFFIC COMPLAINT (RECKLESS VEHICLE)
294	2429501525	10/21/2024	15:08:08	SUSPICIOUS - VEHICLE
295	2429501563	10/21/2024	15:25:25	CITIZEN ASSIST
296	2429501652	10/21/2024	16:04:04	WELFARE CHECK
297	2429501721	10/21/2024	16:26:26	911 HANG-UP/OPEN LINE
298	2429502266	10/21/2024	21:20:20	TRAFFIC STOP
299	2429502278	10/21/2024	21:29:29	TRAFFIC STOP
300	2429502324	10/21/2024	22:06:06	INCORRIGIBLE JUVENILE
301	2429502381	10/21/2024	22:39:39	TRAFFIC STOP
302	2429600037	10/22/2024	0:35:35	SECURITY CHECK
303	2429600066	10/22/2024	1:04:04	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
304	2429600252	10/22/2024	4:33:33	TRAFFIC STOP
305	2429600398	10/22/2024	7:08:08	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
306	2429600431	10/22/2024	7:29:29	TRAFFIC STOP
307	2429600571	10/22/2024	8:44:44	TRAFFIC STOP
308	2429600610	10/22/2024	8:59:59	TRAFFIC STOP
309	2429600879	10/22/2024	11:00:00	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
310	2429601502	10/22/2024	15:05:05	IDENTITY THEFT
311	2429602001	10/22/2024	18:37:37	DV - PHYSICAL
312	2429602061	10/22/2024	19:07:07	WELFARE CHECK
313	2429602142	10/22/2024	19:50:50	WELFARE CHECK
314	2429602489	10/22/2024	23:05:05	CITIZEN ASSIST
315	2429700255	10/23/2024	4:20:20	TRAFFIC STOP
316	2429700282	10/23/2024	4:45:45	WELFARE CHECK
317	2429700469	10/23/2024	7:47:47	TRAFFIC STOP

318	2429700577	10/23/2024	8:45:45	TRAFFIC STOP
319	2429700623	10/23/2024	9:02:02	TRAFFIC STOP
320	2429700761	10/23/2024	9:55:55	FRAUD/FORGERY
321	2429700775	10/23/2024	10:04:04	FOUND PROPERTY
322	2429700865	10/23/2024	10:45:45	THREATS
323	2429701779	10/23/2024	17:09:09	MISSING CHILD
324	2429701865	10/23/2024	18:04:04	WELFARE CHECK
325	2429702117	10/23/2024	20:09:09	TRAFFIC STOP
326	2429702141	10/23/2024	20:25:25	TRAFFIC STOP
327	2429702152	10/23/2024	20:32:32	TRAFFIC STOP
328	2429702207	10/23/2024	20:55:55	TRAFFIC STOP
329	2429702212	10/23/2024	20:55:55	TRAFFIC STOP
330	2429702242	10/23/2024	21:13:13	FOLLOW UP
331	2429702248	10/23/2024	21:17:17	SECURITY CHECK
332	2429702286	10/23/2024	21:27:27	TRAFFIC STOP
333	2429702293	10/23/2024	21:33:33	TRAFFIC STOP
334	2429702318	10/23/2024	21:51:51	TRAFFIC STOP
335	2429702396	10/23/2024	22:41:41	SECURITY CHECK
336	2429800127	10/24/2024	1:54:54	SUBJECT STOP - SUBJECT IN VEHICLE
337	2429800134	10/24/2024	2:02:02	TRAFFIC STOP
338	2429800392	10/24/2024	7:07:07	DISORDERLY - VERBAL ALTERCATION
339	2429800587	10/24/2024	8:52:52	911 HANG-UP/OPEN LINE
340	2429800627	10/24/2024	9:10:10	NARCOTICS ACTIVITY
341	2429801131	10/24/2024	12:43:43	CITIZEN FLAG DOWN
342	2429801205	10/24/2024	13:13:13	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
343	2429801261	10/24/2024	13:30:30	MVC - NON INJURY
344	2429801360	10/24/2024	14:06:06	WELFARE CHECK
345	2429801711	10/24/2024	16:30:30	OFF ROAD VEHICLE COMPLAINT
346	2429801788	10/24/2024	17:07:07	TRAFFIC STOP
347	2429802012	10/24/2024	18:35:35	911 HANG-UP/OPEN LINE
348	2429802071	10/24/2024	19:05:05	TRAFFIC STOP
349	2429802399	10/24/2024	21:41:41	TRAFFIC STOP
350	2429802427	10/24/2024	22:00:00	MVC - NON INJURY
351	2429900510	10/25/2024	8:17:17	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
352	2429900514	10/25/2024	8:18:18	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
353	2429900754	10/25/2024	10:11:11	ABANDONED VEHICLE
354	2429900904	10/25/2024	11:03:03	DISORDERLY - NEIGHBOR DISPUTE
355	2429900958	10/25/2024	11:26:26	ANIMAL AT LARGE
356	2429901323	10/25/2024	14:13:13	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
357	2429901369	10/25/2024	14:29:29	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
358	2429901742	10/25/2024	17:13:13	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
359	2429901774	10/25/2024	17:27:27	WELFARE CHECK
360	2429901782	10/25/2024	17:29:29	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
361	2429902110	10/25/2024	20:08:08	HAZARD - MISCELLANEOUS
362	2429902226	10/25/2024	21:18:18	TRAFFIC STOP
363	2429902287	10/25/2024	21:57:57	SECURITY CHECK
364	2430000943	10/26/2024	12:14:14	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
365	2430001120	10/26/2024	13:40:40	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
366	2430001303	10/26/2024	15:14:14	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
367	2430001392	10/26/2024	15:57:57	MISSING PERSON
368	2430001458	10/26/2024	16:31:31	CITIZEN ASSIST
369	2430001902	10/26/2024	20:15:15	BAILEE THEFT
370	2430002021	10/26/2024	21:50:50	TRAFFIC STOP

371	2430100764	10/27/2024	10:12:12	INFORMATION FOR POLICE
372	2430101483	10/27/2024	16:34:34	DISORDERLY - VERBAL ALTERCATION
373	2430101527	10/27/2024	16:57:57	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
374	2430101688	10/27/2024	18:19:19	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
375	2430101836	10/27/2024	19:37:37	TRAFFIC STOP
376	2430101973	10/27/2024	20:55:55	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
377	2430101976	10/27/2024	20:57:57	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
378	2430102165	10/27/2024	22:59:59	JUVENILE PROBLEM (GENERAL)
379	2430200045	10/28/2024	0:40:40	TRAFFIC STOP
380	2430200197	10/28/2024	3:49:49	ALARM OTHER
381	2430200226	10/28/2024	4:24:24	UNKNOWN TROUBLE
382	2430201116	10/28/2024	12:41:41	CITIZEN ASSIST
383	2430201291	10/28/2024	13:56:56	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
384	2430201996	10/28/2024	18:48:48	DV - PHYSICAL
385	2430202029	10/28/2024	19:04:04	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
386	2430202417	10/28/2024	22:20:20	CITIZEN ASSIST
387	2430202490	10/28/2024	23:13:13	TRAFFIC STOP
388	2430300307	10/29/2024	6:18:18	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
389	2430300857	10/29/2024	11:02:02	911 HANG-UP/OPEN LINE
390	2430301449	10/29/2024	14:51:51	CITIZEN ASSIST
391	2430301863	10/29/2024	18:09:09	CITIZEN ASSIST
392	2430301913	10/29/2024	18:28:28	WELFARE CHECK
393	2430302220	10/29/2024	21:38:38	CITIZEN ASSIST
394	2430302279	10/29/2024	22:13:13	TRAFFIC STOP
395	2430302308	10/29/2024	22:23:23	TRAFFIC STOP
396	2430400012	10/30/2024	0:15:15	SECURITY CHECK
397	2430400274	10/30/2024	5:06:06	TRAFFIC STOP
398	2430400496	10/30/2024	8:04:04	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
399	2430400516	10/30/2024	8:19:19	DISORDERLY - NEIGHBOR DISPUTE
400	2430400738	10/30/2024	9:53:53	INCORRIGIBLE JUVENILE
401	2430400744	10/30/2024	9:55:55	INCORRIGIBLE JUVENILE
402	2430400792	10/30/2024	10:11:11	911 HANG-UP/OPEN LINE
403	2430401058	10/30/2024	12:10:10	911 HANG-UP/OPEN LINE
404	2430401344	10/30/2024	14:16:16	SECURITY CHECK
405	2430401438	10/30/2024	14:55:55	MISCELLANEOUS





MISSING PERSON

Mental Health Contacts

Case Number	Subject	Occurred On	Jurisdiction Agency	District	CB	Role	M	H	Name	R	S	H2	W
2427501129	Mental Health	10/01/24	ORPD	OR71	010	O1	X		Person 1	W	M	5'5"	200
2427802042	FIR	10/04/24	ORPD	OR71	010	O1	X		Person 2	W	F		
2428801781	Mental Health Court Order / Service	10/14/24	ORPD	OR71	010	O1	X		Person 4	W	M	5'5"	200
2428900042	Weapons Violation Misd Arrest	10/15/24	ORPD	OR71	010	A1	X	X	Person 5	W	M	6'5"	285

Displaced Persons Contacts

Case Number	Subject	Occurred On	Jurisdiction Agency	District	CB	Role	M	H	Name	R	S	H2	W
2428301882	Trespass Notification Motor Vehicle Theft - Att Vehicle Prowl Fel Misd Arrest	10/09/24	ORPD	OR71	010	A1		X	Person 3	W	M	5'9"	150
2428900042	Weapons Violation Misd Arrest	10/15/24	ORPD	OR71	010	A1	X	X	Person 5	W	M	6'5"	285

2024 In-Service Training Hours

	Year to Date	Required	Percent Year to Date
OR1 D. GABRELUK	44.00	24.00	183%
OR2 E. TURNER	38.00	24.00	158%
OR3 Z. KENYON	360.00	24.00	1500%
OR20 C. POWERS-HUBBARD	25.50	24.00	106%
OR21 G. PALOMBI	0.00	24.00	0%
OR23 J. GIBBS	35.50	24.00	148%
OR24 BOND	25.00	24.00	104%
OR26 B. MITCHELS	32.50	24.00	135%
OR27 B. BARE	748.00	24.00	3117%
OR28 K. KIDWELL	106.00	24.00	442%
OR29 W. HOBBS	748.00	24.00	3117%
OR30 J. GUYETTE	748.00	24.00	3117%
Total	2910.50	288.00	



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Automated School Zone Cameras	AB24-75	Public Safety		
		9.5.2024		
	Department:	Public Safety		
	Date Submitted:	9.5.2024		
Cost of Item:	<u>\$0</u>			
Amount Budgeted:	<u>0</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:				
Timeline:	ASAP			
Submitted By:	Devon Gabreluk			
Fiscal Note: None				
Attachments: Draft Resolution 2024-XXXX – Automated School Zone Cameras				
SUMMARY STATEMENT:				
<p>Ensuring the safety of Orting’s school children is paramount, children are walking to, and from, school in areas with substantial vehicle traffic. To help keep school children safe, this ordinance aims to reduce the number of vehicles that drive through school zones at excessive, and often dangerous speeds by implementing automated traffic safety enforcement cameras.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move to September study session .				
FUTURE MOTION: TBD				

CHAPTER 7-12

AUTOMATED TRAFFIC SAFETY CAMERAS

Sections

7-12-1	Purpose
7-12-2	Definitions
7-12-3	Authorized use.
7-12-4	Notice of infraction.
7-12-5	Prima facie presumption.
7-12-6	Processing of infractions.
7-12-7	Nonexclusive enforcement.
7-12-8	Penalties.
7-12-9	Compensation for services.
7-12-10	Annual reporting.

7-12-1 Purpose.

The purpose of this chapter is to establish an automated traffic safety camera program that will enhance roadway safety and create a safer community. The City of Orting recognizes automated traffic safety camera enforcement of speed limits encourages slower speeds and reduces crashes which leads to safer streets for citizens.

7-12-2 Definitions.

“Automated traffic safety camera” means a device that uses a sensor installed to work in conjunction with a speed measuring device, and a camera synchronized to automatically record one or more sequence photographs, microphotographs, or electronic images of the front or rear of a motor vehicle at the time the vehicle exceeds a speed limit as detected by a speed measuring device.

“School” includes a school as defined by RCW 28A.150.010 or 28A.150.020, and includes a private school approved under RCW 28A.195.010.

“School speed zone” has the same meaning as described in RCW 46.61.440 (1) and (2), and includes areas designated as “playground zones.”

“School walk zone” means a roadway identified under RCW 28A.160.160 or roadways within a one-mile radius of a school that students use to travel to school by foot, bicycle, or other means of active transportation.

7-12-3 Authorized use.

(a) The use of automated traffic safety cameras is subject to the following restrictions:

- (1) Consistent with the authority granted in chapter 46.63 RCW, City law enforcement officers have the authority to issue a notice of traffic infraction. Trained and authorized civilian employees of law enforcement, and public works or transportation department performing under the supervision of a qualified traffic engineer, and as designated by the City shall also have authority to issue notices of infraction under this chapter.

- (2) Use of automated traffic safety cameras is restricted to those school zones that are located within the following areas:
 - (i) **Washington Avenue North between Leber Street NE and Williams Blvd NE.**
 - (ii) **Whitehawk Blvd NW between Washington Avenue North and Orting Avenue NW.**
- (3) Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. Pictures taken by automated traffic safety cameras may not reveal the face of the driver or of the passengers in the vehicle. Cameras will be installed to minimize the impact of camera flash on drivers.
- (4) Each location where an automated traffic safety camera is used shall be clearly marked by placing signs, at least 30 days prior to activation of the camera, in a manner that clearly indicates to a driver that the driver is entering an area where violations are enforced by an automated traffic safety camera.
- (5) Prior to placing a new camera, or relocating any existing camera, the City Council shall prepare an analysis of the location regarding equity considerations, including the impact of the camera placement on livability, accessibility, economics, education and environmental health. The analysis must also show a demonstrated need for traffic cameras based on one or more of the following in the vicinity of the road camera:
 - (i) Travel by vulnerable road users;
 - (ii) Evidence of vehicles speeding;
 - (iii) Rates of collisions;
 - (iv) Reports showing near collisions; and
 - (v) Anticipated or actual ineffectiveness or infeasibility of other mitigation measures.
- (6) Notwithstanding any other provision of law, all photographs, microphotographs, and electronic images prepared under this chapter, and as provided in RCW 46.63.220, are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph, microphotograph, or electronic image may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section.
- (7) Automated traffic safety cameras may not be used on an on-ramp to a limited access facility as defined in RCW 47.52.010.
- (8) Automated traffic safety cameras may be used to enforce speed limits on state highways that are also classified as city streets under chapter 47.24 RCW. The City shall notify the department of transportation prior to installation of any automated traffic safety camera in such locations.

7-12-4 Notice of infraction.

- (a) A notice of infraction based on evidence detected through the use of an automated traffic safety camera shall be mailed to the registered owner of the vehicle within fourteen (14) days of the violation, or to the renter of a vehicle within fourteen (14) days of establishing the renter's name and address under subsection (c) of this section. The notice of infraction must include with it a certificate or facsimile

thereof, based upon the inspection of photographs, microphotographs, or electronic images produced by an automated traffic safety camera, citing the infraction and stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs, or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on evidence detected by an automated traffic safety camera may respond to the notice of infraction by mail.

(b) The registered owner of a vehicle is responsible for an infraction detected through the use of an automated traffic safety camera unless the registered owner overcomes the presumption stated in this chapter, or, in the case of a rental car business, satisfies the conditions under subsection (c) of this section. If appropriate under the circumstances, a renter identified under subsection (c)(1) of this section is responsible for such an infraction.

(c) If the registered owner of a vehicle responsible for a notice of infraction detected through the use of an automated traffic safety camera is a rental car business, the Chief of Police or his designee shall, before such a notice of infraction is issued, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within 18 days of receiving the written notice, provide to the City of Orting Police Department by return mail:

- (1) A statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred; or
- (2) A statement under oath that the business is unable to determine who was driving or renting the vehicle at the time of the infraction occurred because the vehicle was stolen at the time of the infraction. A statement provided under this subsection must be accompanied by a copy of a filed police report regarding the vehicle theft; or
- (3) In lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty.

Timely mailing of the above statements to the City of Orting Police Department relieves a rental car business of any liability under this chapter for the notice of infraction.

(d) Notices of infraction for infractions detected through an automated traffic safety camera shall not be issued to the registered vehicle owner of a marked fire engine equipped with emergency lights and siren or to an ambulance licensed by the department of health and equipped with emergency lights and siren.

7-12-5 Prima facie presumption.

(a) In a traffic infraction case involving an infraction detected through the use of an automated traffic safety camera under this chapter, proof that the particular vehicle described in the notice of infraction was involved in a violation of the speed limit in a public park zone [or other location where automated traffic safety cameras are authorized], together with proof that the person named in the notice of infraction was at the time of the violation the registered owner of the vehicle, shall constitute

in evidence a prima facie presumption that the registered owner of the vehicle was the person in control of the vehicle at the point where, and for the time during which, the violation occurred.

(b) This presumption may be overcome only if the registered owner states under oath, in a written statement to the court or in testimony before the court, that the vehicle involved was, at the time, stolen or in the care, custody, or control of some person other than the registered owner.

7-12-6 Processing of infractions.

Infractions detected through the use of automated traffic safety cameras are not part of the registered owner's driving record and shall be processed in the same manner as parking infractions.

7-12-7 Nonexclusive enforcement.

Nothing in this chapter prohibits a City of Orting law enforcement officer from issuing a notice of traffic infraction to a person in control of a vehicle at the time a violation occurs under RCW 46.63.030(1) as now in effect or hereinafter amended.

7-12-8 Penalties.

(a) The maximum penalty for infractions detected through the use of an automated traffic safety camera shall be \$145. This amount may be doubled for school speed zone infractions as per RCW 36.63.220(16).

(b) Revenue from fines assessed under authority of this chapter shall be used solely for:

- (1) Subject to the requirements of RCW 46.63.220, traffic safety activities related to construction and preservation projects and maintenance and operations purposes including, but not limited to, projects designed to implement the complete streets approach as defined in RCW 47.04.010, changes in physical infrastructure to reduce speeds through road design, and changes to improve safety for active transportation users, including improvements to access and safety for road users with mobility, sight, or other disabilities, which activities will be informed by the department of health's environmental health disparities map; and
- (2) The cost to administer, install, operate, and maintain the automated traffic safety cameras, including the cost of processing infractions.

(c) Beginning four (4) years after an automated traffic safety camera authorized under this chapter is initially placed and in use after the effective date of the ordinance codified in this chapter, twenty-five (25) percent of the noninterest money received for infractions issued under this chapter in excess of the cost to administer, install, operate, and maintain the automated traffic safety cameras, including the cost of processing infractions, shall be deposited into the Cooper Jones active transportation safety account created in RCW 46.68.480.

(d) Registered owners of vehicles who receive notices of infraction under this chapter and who are recipients of public assistance under Title 74 RCW or participants in the Washington women, infants, and children program, upon request to the City, shall receive reduced penalty amounts of fifty (50) percent of what would otherwise be assessed for a first automated traffic safety camera violation and for subsequent automated traffic safety camera violations issued within twenty-one (21) days of issuance of the first automated traffic safety camera violation. The City shall provide information to registered

owners of vehicles on their eligibility and the opportunity to apply for a reduction in penalty amounts through the mail or internet.

7-12-9 Compensation for services.

(a) The compensation paid to the vendor of the automated traffic safety camera equipment shall be based only upon the value of the equipment and services provided or rendered in support of the automated traffic safety camera equipment. Compensation paid to the vendor shall not be based upon any portion of the fines or civil penalties imposed or the revenue generated by infractions detected through the use of the automated traffic safety cameras.

(b) Unless otherwise included in the vendor contract, the City will perform a performance audit of the vendor of the equipment every three (3) years to ensure images produced from the automated traffic safety cameras are sufficient for evidentiary purposes as described in this chapter.

7-12-10 Annual reporting.

(a) The City shall post an annual report on the City's website which includes the number of traffic crashes that occurred at each automated traffic safety camera location, as well as the number of notices of infraction issued for each camera.

(b) Beginning January 1, 2026, the annual report shall include the percentage of revenues received from fines issued from automated traffic safety camera infractions that were used to pay for the costs of the automated traffic safety camera program and shall describe the uses of revenues that exceeded the costs of operation and administration of the automated traffic safety camera program implemented under this chapter by the City.

**SAMPLE PHOTO ENFORCEMENT SERVICES AGREEMENT: FIXED SITE SCHOOL ZONE
SPEED SAFETY CAMERAS**

This Photo Enforcement Services Agreement includes the attached Exhibits (“Agreement”) and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility, (“Verra Mobility”) and the City of Orting, Washington, a municipal corporation of the state of Washington (“Customer”)

WITNESSETH:

WHEREAS, the Customer desires to implement and operate an automated traffic safety camera system pursuant to Washington State Law, RCW 46.63.170 (the “Program”);

WHEREAS, Verra Mobility has the exclusive possession and ownership of the Back-office System “BOS”, including certain knowledge, equipment, licenses, and the processes for processing Events;

WHEREAS, Customer selected Verra Mobility to provide services to implement and carry on the Customer's Program;

WHEREAS, Customer desires to use the Camera Systems together with the BOS to monitor and enforce traffic Violations and to issue Citations for traffic Violations as part of its Program;

WHEREAS, Customer has determined that it has the authority to enter into this Agreement in compliance with the laws, regulations, and policies applicable to it, including procurement laws, regulations, and policies.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby admitted and acknowledged, the parties agree as follows:

By signing below, the parties agree to the terms and conditions of this Agreement. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met. This Agreement is effective on the date of execution by the last signatory to this cover page (“Effective Date”).

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF ORTING, WASHINGTON

By: _____
Jon Baldwin,
Executive Vice President
Government Solutions
Date

By: _____
Name: _____ Date

ATTEST:

By: _____
Name: _____
Title: _____ Date

I. DEFINITIONS

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Approach”: One (1) direction of travel on a road including up to four (4) contiguous lanes and, if applicable controlled by up to two (2) signal phases, on which a Camera System may be installed upon the mutual agreement of the parties.

“Back-Office System” or “BOS”: The proprietary back-end system that processes Events and Violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts.

“Business Hours”: Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.

“Business Rules”: The Business Rules Questionnaire to be completed by Customer and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

“Camera System” or “Camera”: A photo-traffic monitoring device consisting of one (1) rear camera, strobe (if applicable), and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a Violation, which records such data with one (1) or more images of such vehicle. **“Camera System”** may refer to a Fixed Site School Zone Speed Safety Camera System, depending on the context.

“Change Order Notice”: Written notice from Customer requesting changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, setting forth in reasonable detail the proposed changes.

“Change Order Proposal”: A written statement from Verra Mobility describing the cost of the changes to the work or addition of products or services requested by Customer in a Change Order Notice.

“Citation”: A citation, notice of violation, notice of infraction, notice of liability or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in the BOS.

“Designated Safety Zone”: A designated safety zone in which a Camera System may be installed or deployed.

“Event”: A potential Violation captured by the Camera System.

“Fees”: The amount payable by Customer to Verra Mobility for equipment, services, and maintenance as set forth in EXHIBIT A.

“Fixed Site School Zone Speed Safety Camera System”: A Camera System that uses radar, or other vehicle detection technology, to capture the speed of a motor vehicle and generates recorded images of a Violation, and is installed on a mutually agreed upon Approach.

“Laws”: All federal, state, or local, laws, ordinances, regulations, and orders.

“Notice to Proceed”: Written confirmation from Customer that Verra Mobility may proceed with the installation or deployment of a given Camera System, a form of which is attached as EXHIBIT C.

“Owner”: The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.

“Person” or “Persons”: Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“Photo Enforcement Infrastructure”: The poles, foundation, conduit, and other below-grade infrastructure associated with installing Camera Systems.

“Project Time Line”: The initial schedule and timelines required to begin the implementation of Customer’s project, as mutually agreed upon by the parties. The initial project timeline will be prepared assuming the active cooperation and engagement of the Program stakeholders set forth in Section 2.1.1 of **EXHIBIT B**.

“System”: A Camera System and the related Photo Enforcement Infrastructure.

“Violation”: A failure to obey a traffic law or regulation authorized to be enforced through the use of an automated traffic safety camera under Washington State law, including RCW 46.63.170.

II. GENERAL TERMS AND CONDITIONS

1. VERRA MOBILITY AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 1.

2. CUSTOMER AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 2.

3. TERM:

This Agreement shall commence upon the Effective Date and shall continue for a term of five (5) years from the first Citation issued from the last Camera System installed. This Agreement will automatically extend for five (5) consecutive five (5) year terms. However, Customer or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term.

4. ASSIGNMENT:

Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for business financing or other corporate reorganizational purposes, Verra Mobility may sell, assign, transfer or convey any interest in this Agreement in whole or in part without the written consent of Customer.

5. FEES AND PAYMENT:

Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in the **EXHIBIT A**, Service Fee Schedule 1.

- 5.1 Customer shall pay all Fees due Verra Mobility based upon invoices from the preceding month within thirty (30) days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances.
- 5.2 Invoices shall be in standard Verra Mobility format.
- 5.3 Verra Mobility's Fees will be fixed for the first year of the Agreement; thereafter, unit prices will increase annually by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. Consumer average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group.

6. COMMUNICATION OF INFORMATION:

Verra Mobility will comply with reasonable requests from Customer for public records, as defined by Chapter 42.56 RCW, prepared, owned, used, or retained by Verra Mobility through operation of the Camera Systems or the BOS or through the provision of the services described in this Agreement. Verra Mobility reserves the right to assess a fee for such services if Customer could retrieve the information from the BOS without the assistance of Verra Mobility. Verra Mobility will not be under any obligation to provide information directly to non-Customer requesting parties. For any non-Customer requests for information Verra Mobility shall work collaboratively with Customer to provide requested information in a timely manner to Customer. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

7. CONFIDENTIALITY:

No information given by Verra Mobility to Customer will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by Verra Mobility ("Verra Mobility Confidential Information"). If, however, Verra Mobility does designate certain information as proprietary or confidential, Customer shall treat the Verra Mobility Confidential Information with the same degree of care and same restrictions as Customer treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. Customer will use Verra Mobility Confidential Information solely in connection with its rights and obligations under this Agreement, and will not use Verra Mobility Confidential Information for any other purpose, including but not limited to any use to harm or injure Verra Mobility or in any other way detrimental to Verra Mobility. If Customer receives a request or becomes legally obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by a governmental agency, or the application of statutes, rules or regulations) to disclose any of the Verra Mobility Confidential Information, Customer will promptly provide Verra Mobility with written notice of such request or requirement before any disclosure, and will cooperate with Verra Mobility's reasonable efforts to obtain confidential treatment of the Verra Mobility Confidential Information. If a protective order or other confidential treatment is not obtained or if Verra Mobility waives its rights under this paragraph, Customer agrees to furnish only so much of the Verra Mobility Confidential Information as it is legally required to furnish and, where appropriate, to exercise its best efforts to obtain written assurances that confidential treatment will be accorded to the Verra Mobility Confidential Information. Customer will give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure, and Customer will allow Verra Mobility to participate in any related proceeding. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

8. PROPRIETARY RIGHTS:

Back Office: Verra Mobility's proprietary BOS is software-as-a-service. Under all circumstances, Verra Mobility shall retain ownership of the BOS, including any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS even if modified, configured, improved, enhanced, upgraded, or further developed at the request, feedback, or recommendation of the Customer. Under no circumstance will any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS be considered "Work for Hire". During the term of our Agreement with Customer, Verra Mobility grants Customer a non-exclusive, non-transferable license to access and use the BOS for the sole purpose of reviewing potential Violations and authorizing the issuance of Citations pursuant to the

terms of this Agreement, and to print copies of any content posted on the Camera Systems in connection therewith.

Systems: Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems. On and as of the date of termination of this Agreement, Customer shall be deemed to accept and receive full ownership and control of the Photo Enforcement Infrastructure.

Public Safety Campaign and Public Awareness: As between the parties, Verra Mobility owns and retains all rights, title and interest in and to the Public Safety Campaign Content created by Verra Mobility and all intellectual property rights therein, excluding all Customer Content. Verra Mobility grants to Customer a perpetual, revocable, non-transferable, and nonexclusive license to use, copy, display, and distribute the Public Safety Campaign Content solely to promote Customer's photo enforcement programs, and to modify the Public Safety Campaign Content as needed for formatting for exercise of the license granted.

In order to produce the Public Safety Campaign Content, Customer grants Verra Mobility a nonexclusive, fully paid-up, license to use, reproduce, distribute, perform, practice and display, and to create derivatives of all content, trademarks, service marks, works of authorship, products, software, software code, databases, technology, information, data, specifications, documentation, algorithms, technical and business plans, and other materials of any kind, and all intellectual property rights therein provided to Verra Mobility ("Customer Content") solely for Verra Mobility to (i) create the Public Safety Campaign Content, and (ii) provide services to Customer. Customer has the ability to approve use of any Customer Content in the Public Safety Campaign Content. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants Customer a non-exclusive, non-transferable license to use and display Verra Mobility information provided by Verra Mobility on or in marketing, public awareness or education, or other publications or materials relating to the Program, so long as any and all such publications or materials are approved in advance by Verra Mobility.

Data Use: Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the Camera Systems and the BOS. Furthermore, Verra Mobility has a right to use non-personalized and aggregated Program data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's Program.

Public Disclosure: Verra Mobility Corporation, the ultimate parent company in the corporate family, is a public company registered with the U.S. Securities and Exchange Commission (SEC) with shares of its common stock listed on the NASDAQ. Nothing in this Agreement shall be construed to limit Verra Mobility's or Verra Mobility Corporation's ability to comply with our disclosure obligations as interpreted by our attorneys and accountants under applicable, laws, rules, and regulations of the SEC or the NASDAQ.

9. INDEMNIFICATION AND LIABILITY:

9.1 Indemnification by Verra Mobility. Verra Mobility agrees to indemnify Customer and its managers, officers, directors, employees, agents, representatives and successors (individually, a "Customer Party" and collectively, the "Customer Parties") against all liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to the gross negligence of, willful misconduct of, or material breach of this Agreement by Verra Mobility, which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (i) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Customer Party, or (ii) any claim, action or demand (a "Claim") caused by Customer's failure to perform its obligations under this Agreement.

9.2 Indemnification by Customer. Customer hereby agrees to indemnify Verra Mobility and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all Persons acting by, through, under or in concert with them (individually, an "Verra Mobility Party" and collectively, the "Verra Mobility Parties") against any and all

Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related the gross negligence of, willful misconduct of, or material breach of this Agreement by the Customer which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (a) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Verra Mobility Party or (b) any Claim caused by Verra Mobility's failure to perform its obligations under this Agreement. Upon the termination of this Agreement, Customer agrees to indemnify Verra Mobility Parties against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to any Claim related to the Photo Enforcement Infrastructure.

- 9.3 Indemnification Procedures. In the event of any Claim in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim and no party shall have the right to enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent shall not be unreasonably withheld or delayed.
- 9.4 Limited Liability. In no event shall Verra Mobility's liability under this Agreement exceed the greater of \$1,000,000 or the prior twelve (12) months of Fees paid by Customer pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, or consequential damages, or lost profits, lost fines, or lost data however caused and on any theory of liability, arising out of or relating to this Agreement.

10. INSURANCE:

Verra Mobility shall maintain the following minimum scope and limits of insurance:

- 10.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a limit of \$1,000,000 per occurrence.
- 10.2 Workers' Compensation as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident. Verra Mobility shall at all times maintain Worker's Compensation insurance coverage in the amounts required by Law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- 10.3 Commercial Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Verra Mobility with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- 10.4 Customer shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement.
- 10.5 Certificates showing Verra Mobility is carrying the above-described insurance shall be furnished to Customer within thirty (30) calendar days after Customer request.

Customer shall maintain the following minimum scope and limits of insurance:

- 10.6 Commercial General Liability insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability.
- 10.7 Worker's Compensation coverage as required by applicable state law and Employer's Liability Insurance.
- 10.8 Business Automobile Liability Insurance coverage for coverage for automobiles and all installed equipment, on any automobiles driven by Customer employees or contractors. Coverage will include liability and collision damage and shall provide 100% coverage.
- 10.9 Customer will provide certificates of insurance, listing Verra Mobility as an additional insured on Business Automobile Liability Insurance. If self-insured, the Customer will maintain coverages sufficient to cover any liability specified above that may arise from the performance of this Agreement and show evidence of such. If Customer fails to meet the above insurance requirements, Verra Mobility reserves the right to procure such insurance and bill the Customer.

11. LIMITED WARRANTY:

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT VERRA MOBILITY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE CAMERA SYSTEMS, THE BOS, OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM. THE CUSTOMER ACKNOWLEDGES THAT AT TIMES SUCH SYSTEMS AND RELATED EQUIPMENT AND SOFTWARE MAY MALFUNCTION OR OTHERWISE NOT OPERATE AS ANTICIPATED. VERRA MOBILITY SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

12. STATE LAW TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of Washington.

13. DISPUTE RESOLUTION:

- 13.1 All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both parties. Following thirty (30) days of unsuccessful negotiation, the parties shall participate in professionally-assisted mediation, with a mediator acceptable to both parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.
- 13.2 Failing resolution through negotiation or mediation, any remaining dispute may be resolved through a court of competent jurisdiction.

14. CHANGE ORDERS:

Customer may request the addition of any products or services that Verra Mobility provides or other changes to the scope of work to be performed under this Agreement by providing a Change Order Notice to Verra Mobility. Upon Verra Mobility's receipt of the Change Order Notice, Verra Mobility shall deliver to Customer a Change Order Proposal. Following Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith regarding a plan and schedule for implementation of the proposed changes; the time, manner and amount

of payment or price and any other matters relating to the proposed changes. Any Change Order Proposal mutually agreed to by the parties in writing shall be incorporated as an addendum to this Agreement.

15. TERMINATION:

15.1 Verra Mobility's services may be terminated:

- (i) By mutual written consent of the parties; or
- (i) For material breach of this Agreement by either party, where the other party fails in any material way to perform its obligations under this Agreement.
 - a. Where Customer is in breach of this Agreement for non-payment of Fees to Verra Mobility, Verra Mobility may exercise any or all of the following remedies: (1) provide Customer written notice and ten (10) days to cure before suspending performance and turning off the Camera Systems; (2) terminate this Agreement for cause where Customer's account remains delinquent sixty (60) days after written notice; and (3) in addition to the foregoing, seek any other available remedies at law or equity.
 - b. Termination under this Subsection 15.1(ii) for any reason other than non-payment of Fees by Customer is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.
- (ii) In the event of termination of this Agreement prior to the end of its term for any reason except for material breach by Verra Mobility, Customer shall pay Verra Mobility an early termination fee based on an amount of \$105,000 per Fixed Site School Zone Speed Safety Camera System amortized over sixty (60) months on a straight-line basis.
- (iii) Customer recognizes the substantial upfront costs Verra Mobility will incur to procure, provide and install Camera Systems. Customer therefore agrees that any Camera Systems that Customer authorizes through a Notice to Proceed shall remain installed and operational for the duration of the term, unless otherwise mutually agreed. Verra Mobility will bill a restocking or standby fee for any upfront costs associated with the Camera System(s), vehicle(s), or other equipment in the event Customer terminates or suspends a Notice to Proceed.

15.2 Upon termination of this Agreement, including because it has reached the end of its term, the parties recognize that Customer will have to process Events in the "pipeline". Accordingly, the parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- (i) Customer shall cease using the Camera Systems to capture Events.
- (ii) Unless it is unlawful to do so, Verra Mobility will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly fee of \$4,750 per Camera System. After such ninety (90) day period, Verra Mobility will terminate all use of the BOS for Customer's Program and upon such termination, the BOS, including Verra Mobility provided website accessible by Owners/violators, and related lockbox shall no longer be capable of accepting payments.
- (iii) Except as provided for in Section 15.2(iv) related to the Photo Enforcement Infrastructure, Customer shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days.

~~(iv) Pursuant to Section 8, Customer shall be deemed to accept full ownership and control of the Photo~~

Enforcement Infrastructure. Upon Customer's request or if otherwise required by Law, regulation, or administrative agency, and subject to the limitations set forth herein, Verra Mobility shall remove the Photo Enforcement Infrastructure Verra Mobility installed in connection with Verra Mobility's performance of its obligations under this Agreement for the actual cost of the removal (presently estimated at approximately \$5,000 per Approach) plus an additional 20% service fee (the "Removal Fee"). As part of the services performed for the Removal Fee, Verra Mobility shall restore the surface of Customer's property to substantially the same condition as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground Photo Enforcement Infrastructure shall not be required to be removed, and Customer shall accept and observe any and all duties, obligations, or liabilities associated with the remaining foundation, conduit, or other below-grade Photo Enforcement Infrastructure.

15.3 In the event of termination by Verra Mobility for non-payment of Fees by Customer, Verra Mobility shall cease processing Events as of the date of termination.

16. LIMITED AGENCY:

Customer hereby grants Verra Mobility the authority to act on its behalf as a limited agent of Customer, and shall cause the applicable law enforcement agency to grant Verra Mobility the authority to act as a limited agent of the law enforcement agency, for the purposes of (i) facilitating establishment and maintaining bank accounts and delivering payment/transfer instructions, if applicable; (ii) access to DMV records; and (iii) generating and administratively processing recorded images of Events as described in this Agreement and the Business Rules. Verra Mobility and its employees, contractors, agents and servants will in no event be considered to be employees, agents (other than in the limited capacity described herein), or servants of Customer. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and Customer.

17. USE OF SUBCONTRACTORS:

From time to time, Verra Mobility may subcontract certain services provided under this Agreement without notice to or consent of Customer.

18. DATA RETENTION:

Subject to litigation holds, court orders, changes in Law, or other legal requirements applicable to Verra Mobility, Verra Mobility shall maintain the categories of data set forth under the heading "Type of Record" for the periods of time set forth under the heading "Minimum Verra Mobility Retention Period" on **EXHIBIT E** during the term of this Agreement. Customer represents and warrants to Verra Mobility that the data retention schedule provided by Customer complies with the laws applicable to Customer. Within one hundred-twenty (120) days of the later of the termination of this Agreement or the termination of any wind-down period, Verra Mobility shall at its option either (i) place the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records (each as described on **EXHIBIT E**), not previously disposed of in accordance with the data retention schedule at a secured location with SFTP access or (ii) provide Customer with a hard-drive containing the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records, where Customer shall have ninety (90) days to retrieve and validate the information. After ninety (90) days, Verra Mobility shall delete all data from the SFTP location (if applicable) and shall have no further data retention obligations to Customer with respect to such data.

19. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for business financing purposes or other corporate reorganizational purposes, Verra Mobility may sell, assign, transfer or convey any interest in this Agreement in whole or in part without the written consent of Customer.

20. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, hurricanes, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, supply-chain disruptions or governmental authorities approval delays which are not caused by any act or omission by the parties. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay. For the avoidance of doubt, road construction within the control of the Customer is not an event of Force Majeure on behalf of the Customer. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

21. NOTICES:

Any notices or demand which, under the terms of this Agreement or under any statute, that must or may be given or made by Verra Mobility or Customer shall be in writing and shall be given or made by personal service, first class mail, Federal Express, or by certified mail to the parties at the following addresses:

City of Orting

Attn: _____

American Traffic Solutions, Inc.
1150 North Alma School Road
Mesa, Arizona 85201
Attn: Legal Department – Government Solutions

22. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable herein.

23. AMENDMENTS TO THE AGREEMENT:

Any changes, modifications or amendments to this Agreement shall be in writing and signed by both parties.

24. INTEGRATION:

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior or contemporaneous understanding, written or oral, between the parties respecting its subject matter.

25. SURVIVAL:

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 7, 8, 9, 11, 12, 13, 15, 16, 18, and 22 and this Section 25.

26. ADDITIONAL SERVICES:

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for Customer to consider and, if so desired, Customer may procure from Verra Mobility the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon by the parties.

27. PILOTS:

From time to time, at the mutual agreement of the parties, Verra Mobility may pilot existing Verra Mobility products and services or products and services that are under development by Verra Mobility or its current or

future subcontractors and vendors (each a “Vendor”). During any pilot pursuant to this Section 27, registered owner information shall not be used and no Events will be issued as Citations and no mailing of warnings or Citations will occur. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by any pilot systems. Verra Mobility may request Customer or its employees to provide feedback on the use, quality, viability, features, functionality, or desirability of pilot systems (“Customer Feedback”). All data, drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared or generated by Verra Mobility or a Vendor or a pilot systems in connection with any pilot shall remain the property of Verra Mobility (the “Pilot Data”). To the extent that such Pilot Data is provided to Customer, Verra Mobility grants to Customer a limited, personal, non sublicensable, nonexclusive license to use the Pilot Data, solely for evaluation and statistical purposes. Actual program performance may vary from pilot performance. Customer acknowledges and agrees that the terms of this Agreement, *except for* Sections 7, 12, 13, 17, 19, 21, 22 and this Section 27 shall not apply to any such pilot.

28. EXECUTION:

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or “.pdf” transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or “.pdf” shall be deemed to be their original signatures for any purpose whatsoever.

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EXHIBIT A
SERVICE FEE SCHEDULE

1.0 **Description of Pricing**

Fees are based on per camera and are as follows:

Product Description	Fee per Camera per Month
<p>1-4 Lane Fixed Site School Zone Speed Safety Camera System – the Parties shall mutually agree on the number of Camera Systems to be installed. Assumes payment processing and adjudication to be handled by the Municipal Court. <u>Fee is for a single Camera System monitoring a single direction of travel.</u></p>	<p>\$4,750</p>
<p><u>Service Fees:</u> Service Fees per Camera System above includes all costs required and associated with Camera System equipment and installation for monitoring up to 6 lanes and two signal phases, routine maintenance, use of BOS for operations, Event processing services, DMV records access, First Class mailing of Citation, call center support for general Program questions and public awareness Program support. This pricing applies to all Cameras Systems installed within the first twelve (12) months of the term of this Agreement.</p> <p>Fee includes up to 400 issued infractions per camera per month. For any issued infractions issued over 800 per camera per month there will be a \$5.00 processing fee per issued Citation.</p> <p>Verra Mobility’s per Camera System monthly fee includes postage for the first class mailing of standard offering. Any additional mailings or Certified mail is extra and will be billed per unit as published by the US Postal Service plus a \$2.00 per page service charge.</p> <p><u>Video Retrieval Fee:</u> Verra Mobility shall retrieve up to one (1) video per week at no cost to Customer. For all additional video retrievals by Verra Mobility, the fee is \$10.00 per fifteen (15) minute increment of video. This fee only applies to lawful non-violation video requests.</p>	

EXHIBIT B
SCOPE OF WORK

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

- 1.1.1 Verra Mobility agrees to provide Camera System(s), use of the BOS and related services to Customer as outlined in this Agreement, excluding those items identified in Section 2 titled “Customer Scope of Work”. Verra Mobility and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper party the responsibility and cost for such items. In general, if work is to be performed by Customer, unless otherwise specified, Customer shall not charge Verra Mobility for the cost.
- 1.1.2 Customer and Verra Mobility will complete the Project Time Line within thirty (30) days of Agreement execution date, unless mutually agreed to otherwise by the parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 Prior to installing a Camera System, Verra Mobility may conduct a statistical analysis of each Approach being considered for a Camera System or Camera Systems (“Site Selection Analysis”) to assist Customer in determining which Approaches will be the most beneficial to Customer in pursuit of its traffic safety and enforcement goals. Considerations may include collision history, community safety, police department staff review and engineering and construction feasibility assessment. Camera System installations will be based on mutual agreement by Customer and Verra Mobility. Verra Mobility makes no representations or warranties that any Violation rate estimates will be predictive of actual future traffic Violation rates.
- 1.1.4 Verra Mobility will install Camera System(s) at a number of Approaches to be mutually agreed upon between Verra Mobility and Customer after completion of Site Selection Analysis and as reflected in a written Notice to Proceed. In addition to any initial installation of Camera Systems the parties may mutually agree to add additional Camera System(s) or Approaches, which shall also be reflected in a written Notice to Proceed as set forth in **EXHIBIT C**.
- 1.1.5 Site installation plans for fixed-site installations shall be prepared under the supervision of, approved and sealed by a licensed professional engineer.
- 1.1.6 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances, unless enforcement times are restricted by law, such as in school zones.
- 1.1.7 Verra Mobility’s Communications Department will assist Customer with public information content and outreach campaign strategies.
- 1.1.8 Verra Mobility agrees to provide a secure website accessible to Owners/violators who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. Verra Mobility shall include a link to the payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.

- 1.1.9 Verra Mobility will provide technician site visits to each Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.
- 1.1.10 Verra Mobility shall take commercially reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction.

1.2 VERRA MOBILITY OPERATIONS

- 1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the Customer's Business Rules.
- 1.2.2 If a warning period is required, Verra Mobility shall provide Customer with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. Customer shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days Customer shall be responsible for the normal monthly Fee.
- 1.2.3 Verra Mobility shall provide Customer with access to the BOS, including image processing, first and second notice printing and mailing per Violation, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. In the case of a transfer of liability by the Owner, the BOS shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or identified by a rental car company. Costs of certified mailings are priced separately and paid by Customer to Verra Mobility as indicated in **EXHIBIT A**.
- 1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by first class or other mail means for additional compensation to Verra Mobility as agreed upon by the parties.
- 1.2.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.
- 1.2.6 Verra Mobility may make non-substantive formatting or incidental changes to the Citation form without approval by Customer.
- 1.2.7 Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with Customer and use such records to assist Customer in processing Citations. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing. Verra Mobility reserves the right to pass-through to Customer any cost increases imposed on Verra Mobility by DMV data sources.
- 1.2.8 The BOS shall provide Customer with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with active Programs. Upon notice to Customer, Verra Mobility reserves the right to modify the suite of standard program reporting available to Customer, so long as such change applies generally to customers with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.
- 1.2.9 During the twelve (12) month period following the installation or deployment of the first Camera System, upon Verra Mobility's receipt of a written request from Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra

Mobility shall provide Customer with or train a local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the BOS until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, Customer shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.

- 1.2.10 In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and Customer shall bear the cost of repair equally with Customer reimbursing Verra Mobility for its portion of the cost of repair. For all other causes of damage, including road construction, Customer negligence, etc. Customer shall reimburse Verra Mobility for the cost of repair.
- 1.2.11 Verra Mobility shall provide a help-line to assist Customer with resolving any problems encountered regarding its Camera System and/or the BOS. The help-line shall function during Business Hours.

2. CUSTOMER SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.1.1 Within seven (7) business days of the Effective Date of this Agreement, Customer shall provide Verra Mobility with the name, title, mailing address, email address and phone number of all Customer stakeholders, including:
- A project manager with authority to coordinate Customer responsibilities under this Agreement;
 - Court manager responsible for oversight of all Court-related program requirements;
 - The police contact;
 - The court contact;
 - The person responsible for overseeing payments by violators (might be court);
 - The prosecuting attorney;
 - The Customer attorney;
 - The finance contact (who receives the invoices and will be in charge of reconciliation);
 - The IT person for the police;
 - The IT person for the courts;
 - The public works and/or engineering contact responsible for issuing any/all permits for construction; and
 - Court manager responsible for oversight of all Court-related program requirements.
- 2.1.2 Customer and Verra Mobility shall complete the Project Time Line within thirty (30) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the parties. Customer shall make every effort to adhere to the Project Time Line.
- 2.1.3 As requested from time to time by Customer, Verra Mobility will provide Customer with a mock-up of the Citation and other notices within fifteen (15) days. Customer shall review the Citation and other notices to ensure conformity with the Laws applicable to Customer. Verra Mobility shall not implement changes to the Citation or other notices without Customer's prior review and sign-off. Customer is responsible for the content of its Program notices, including but not limited to Citations.

- 2.1.4 Customer shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT D**) to provide verification to the National Law Enforcement Telecommunications System (NLETS) indicating that Verra Mobility is acting on behalf of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1). Access to registered owner information through National Law Enforcement Telecommunications System (NLETS) requires Customer to provide Verra Mobility with a unique Customer ORI. In addition to the Verra Mobility DMV Services Subscriber Authorization, Customer shall execute agreements or applications as requested by Verra Mobility with departments of motor vehicle to provide Verra Mobility with access to motor vehicle data. In addition, in order to access certain state departments of motor vehicles record directly (not through NLETS), agreements or applications directly between customer and the state DMV may be required by Customer, including agreements requiring Customer to comply with certain permissible use, privacy, and security requirements of the applicable state department of motor vehicle may be required. If Customer requires Verra Mobility to access registered owner information from sources other than NLETS or direct through a state DMV, additional fees will apply.
- 2.1.5 Customer shall prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program. Customer's failure to timely prepare the Business Rules may impact the Project Time Line. Verra Mobility shall not be liable for Customer's failure to update and maintain the Business Rules
- 2.1.6 Customer is responsible for notifying Verra Mobility of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read of the proposed legislation. Verra Mobility will not be responsible for complying with any change in applicable local law, until such time as Verra Mobility has been notified by Customer in writing of the change in Law. In the event of a change in Law, excluding a change in Customer's local law, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility may propose a Fee increase to Customer. If the parties cannot mutually agree on the Fee change, Verra Mobility may terminate this Agreement. In the event of a change in or adoption of a local law of Customer, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility shall provide Customer with a Fee increase consistent with Verra Mobility's increased operating cost, and Customer shall be obligated to pay such increased Fees.
- 2.1.7 Customer is responsible for all final jurisdictional issues, including but not limited to as they pertain to issuance of Citations, adjudication of Violations, and intergovernmental authorities.
- 2.1.8 Once a Notice to Proceed is granted to Verra Mobility in writing, Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.9 Customer will comply with all applicable Laws relating to its conduct with respect to the Program, and Customer shall not use the Camera Systems or the BOS for any purpose not permitted by Law.
- 2.1.10 Once a Camera System is installed and determined by Verra Mobility as operational, it shall be immediately put into service.
- 2.1.11 Customer shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using the BOS to determine which Events constitute Violations that will be issued as Citations. In the event that Customer fails to process Events within this timeframe, Verra Mobility shall not be

liable for failure of the BOS to allow Customer to issue a notice or Citation within statutory timeframes.

- 2.1.12 In the event that remote access to the BOS is blocked by Customer network security infrastructure, Customer's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.

2.2 **STREETS AND TRAFFIC DEPARTMENT OPERATIONS**

- 2.2.1 All Camera Systems are intended to remain installed for the duration of the Agreement. If Customer requests that Verra Mobility move a Camera System after initial installation, Customer shall pay for the total cost to relocate the System.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, Customer shall pay a reduced monthly fee of \$2,500 per month for the deactivated Camera System during the time the Camera System is deactivated and pay any costs incurred by Verra Mobility for removing, and if applicable reinstalling, the System. If the System shall be reinstalled after project is completed, in lieu of paying the reduced monthly Fee while Camera System is deactivated Customer may instead elect through a Change Order, or other written modification to the Agreement, to extend the current term of the Agreement for the time period the Camera System was deactivated.
- 2.2.3 Prior to the installation of any System, Customer shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any Approach designated for System installation. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the deactivation or removal of a System or otherwise impact an Approach during the term of this Agreement, Customer shall notify Verra Mobility of any such construction.
- 2.2.4 Customer will design, fabricate, install and maintain camera warning signs required by Law for purposes of operating the Program. If Customer cannot provide such signage, Verra Mobility will do so, and Customer shall reimburse Verra Mobility for such costs. Even if Verra Mobility provides such signage, Customer shall remain responsible for maintaining such signage in compliance with applicable Laws.
- 2.2.5 Customer understands that proper operation of the Fixed Site School Zone Speed Safety Camera Systems sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. Customer, therefore, shall provide access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture if required for the proper operation of the System.
- 2.2.6 Customer shall allow Verra Mobility to access power from existing power sources at no cost and, if applicable, shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within Customer's jurisdiction. If these items

are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by Customer. Verra Mobility may agree to cover these upfront costs and separately bill Customer through the monthly invoice over a period not to exceed one year. If existing power sources are not immediately available, Customer will allow Verra Mobility to use temporary power until the existing power is established. In situations where it is not possible to obtain electrical power from a pre-existing source, Customer shall bear the costs (or reimburse Verra Mobility) for obtaining/routing power. When access to power facilities is not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. Any costs associated with the needed agreements shall be funded by Customer.

- 2.2.7 Verra Mobility installation plans, where required by Law, shall be approved by a licensed professional engineer and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.
- 2.2.8 Customer shall approve or reject Verra Mobility submitted plans within seven (7) business days of receipt. Customer shall use best efforts to ensure that the total duration between submittal and finalization does not exceed ten (10) days for plan approvals when plans are being reviewed and permitted by any state, county, and/or local agencies.
- 2.2.9 Customer, or any department of Customer, shall not charge Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services and permits during installation or maintenance of a System. Customer shall also apply for, when in Customer's name, or coordinate the application for, when in the name of a Customer agency, school, or school district, and fund any and all needed state, local, and/or county permits, including any traffic control permits.
- 2.2.10 Customer understands and agrees that time is of the essence and that public safety is at issue and shall issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state, local, and/or county agency.
- 2.2.11 If required by the submitted design plan for proper operation, Customer shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within Customer's jurisdiction, as permitted. Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.
- 2.2.12 Customer shall allow Verra Mobility to build needed infrastructure into any existing Customer-owned easement.
- 2.2.13 If use of private property right-of-way is needed, Customer shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by Customer as it is expressly excluded from the base fee structure identified in the fee schedule.

2.3 COURTS OPERATIONS

- 2.3.1 Customer is responsible for the adjudication of Citations in accordance with all applicable Laws.
- 2.3.2 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.

- 2.3.3 Customer shall make reasonable efforts to provide the specific text required to be placed on the Citation or notice of infraction to be issued by Customer using the BOS System within thirty (30) days of the Effective Date of this Agreement; provided, that the Parties recognize that the Washington Administrative Office of the Courts (“AOC”) must first approve the specific text. While Customer shall make reasonable efforts to expedite the AOC approval process and shall provide the specific text promptly upon its approval by AOC, the Parties recognize that AOC’s approval of the text may not occur within thirty (30) days of the Effective Date of this Agreement.
- 2.3.4 Customer shall approve the Citation form within fifteen (15) days of receipt from Verra Mobility. Verra Mobility may make non-substantive formatting or incidental changes to the Citation without approval by Customer.
- 2.3.5 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. Customer may refer individuals with questions regarding the Camera System technology and processes to websites and/or toll free telephone numbers provided by Verra Mobility for that purpose.
- 2.3.6 Customer may pursue delinquent collections of unpaid notices with the court, an existing contractor, or Verra Mobility.
- 2.3.7 Verra Mobility has an established interface with the AOC, which the Customer may use and any potential, one-time, direct costs to Verra Mobility to develop a customized or unique interface with the Court system will be initially paid by Verra Mobility and any such cost will be reimbursed to Verra Mobility in addition to the Fees in **EXHIBIT A**, Service Fee Schedule. Verra Mobility shall provide the Customer any cost estimates prior to conducting the work.

2.4 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.4.1 In the event that remote access to the BOS System is blocked by Customer network security infrastructure, Customer’s Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.

EXHIBIT C
FORM OF NOTICE TO PROCEED

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) and City of Orting, WA (“Customer”), dated as of _____ (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates this [first] phase implementation of cameras at Approaches. Verra Mobility shall make its best efforts to install a Camera System within ninety (90) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

Below is a list of locations provided by Customer, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a Camera System would increase public safety.

Execution of this Notice to Proceed by Customer shall serve as authorization for the installation of Camera Systems for all Approaches designated as follows:

Direction	Approach	Cross-street or School Name (if applicable)

Customer understands that implementation and installation of any Approach or location is subject to Site Selection Analysis and constructability results.

Customer recognizes the substantial upfront costs Verra Mobility will incur to construct and install the Systems for the above listed Approaches. Customer agrees that the Systems authorized by this Notice to Proceed for the above-listed Approaches or locations shall remain installed and operational for the duration of the current term of the Agreement. Verra Mobility reserves the right to bill Customer for any upfront costs associated with the Approach(es) listed above in the event Customer elects to cancel or suspend the installation.

IN WITNESS WHEREOF, Customer has executed this Notice to Proceed as of the date written below.

CITY OF ORTING, WASHINGTON

By: _____
 Name: _____ Date _____
 Title: _____

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
 Name: _____ Date _____
 Title: _____

EXHIBITD
DMV SERVICES SUBSCRIBER AUTHORIZATION

Agency ORI:

DATE

NLETS

1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Frank L. Minice, Executive Director/CEO

Re: Authorization for American Traffic Solutions, Inc. to Perform MVD/DMV Inquiry

Dear Mr. Minice:

The Orting Police Department authorizes the City of Orting, Washington to use the Orting Police Department ORI _____ for the limited purpose of obtaining vehicle registration through NLETS. This letter acknowledges that a contract to perform automated enforcement between the City of Orting, Washington and American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), is in force. As a requirement of and in performance of that contract between the City of Orting, Washington and Verra Mobility, it will be necessary for Verra Mobility to access NLETS for motor vehicle data on our agencies behalf.

Please accept this letter as authorization from the Orting Police Department for Verra Mobility to run motor vehicle inquiries for this purpose. This authorization will automatically expire upon the termination of the contract between the City of Orting, Washington and Verra Mobility; and, such authorization is limited to violations detected by the automated enforcement camera systems.

By completing the information below and signing this letter, I am stating that I am a member of and have the authority to extend this authorization on behalf of the Orting Police Department.

SUBSCRIBER INFORMATION

Subscriber Agency/Name

Agency ORI

Name/Title of Authorized

Representative

Mailing Address

Telephone

Fax

Email

**Signature of Authorized
Representative**

Date Signed

**EXHIBIT E
RETENTION SCHEDULE*****

[This schedule to be completed by Customer in conformity with their applicable state and local law, prior to execution of the Agreement.]

Type of Record	Minimum Verra Mobility Retention Period
Violation Images* (including video clips and related metadata)	__ months from payment or final adjudication
Non-Violation Images (including video clips and related metadata)**	__ days from Event capture date
Individually Identifiable Violation Records*	__ months from payment or final adjudication
Individually Identifiable Non-Violation Records**	__ days from Event capture date
Audio recording from contact center	__ days from call
Written correspondence with citizens regarding Violations	__ year from date of correspondence
Camera System Calibration/Certification Records	__ months from payment or final adjudication of an applicable Violation
Maintenance Records	__ months from payment or final adjudication of an applicable Violation
Other Program Records	__ years from termination of the Agreement

* Violation Image: an image of a Violation issued as a Citation.
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.

** Non-Violation Image: an image of an Event not issued as a Citation.
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event not issued as a Citation.

*** Retention period is not applicable upon termination of the Agreement and the data is provided to Customer pursuant to Section 15 of the Agreement.


This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into BOS. For the avoidance of doubt, this records retention schedule does not apply to any records related to any Pilot Data.

CITY OF ORTING

WASHINGTON

ORDINANCE NO. 2024-XXXX

**AN ORDINANCE OF THE CITY OF ORTING,
WASHINGTON, AUTHORIZING THE USE OF AUTOMATED
TRAFFIC SAFETY CAMERAS; ADOPTING AMENDMENTS
AND ADDING A NEW CHAPTER 12 TO ORTING
MUNICIPAL CODE TITLE 7; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE.**



WHEREAS, the City of Orting, Washington, has numerous school and playground facilities located within its jurisdiction; and

WHEREAS, pursuant to RCW 46.61.440, the geographic areas surrounding Orting school and playground facilities meet the definition of “School Zones and Playgrounds”, limiting vehicle traffic to a maximum of 20 miles per hour when operating in these zones; and

WHEREAS, a significant portion of school children who attend Orting Schools walk to school; and

WHEREAS, school zones located within the City are located in close proximity to busy roadways or major state routes; and

WHEREAS, the City has observed an increase in the number of traffic collisions, traffic-complaints, and traffic-related injuries in these areas and

WHEREAS, the City wishes to provide a safe environment for school children while they travel to, and from, school facilities by enforcing traffic laws in these areas; and

WHEREAS, automated traffic safety cameras have been shown to reduce vehicle speeds and increase the safety of school children and other pedestrians, and

WHEREAS, Chapter 46.63 RCW authorizes the use of automated traffic safety cameras for school speed zones and school walk zones, and

WHEREAS, pursuant to RCW 46.63.220(3) the City has prepared an analysis of the locations where automated traffic safety cameras are proposed to be located, and

WHEREAS, the City finds it is in the interest of public health, safety, and the general welfare of its citizens to authorize the use of automated traffic safety cameras for school

speed zone enforcement and to use the money collected from fines to be used for traffic safety purposes.

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

Section 1. Amendments:

Orting Municipal Code Title 7 is hereby amended to include a new chapter, titled “Chapter 7-12 – School Safety Zones & Enforcement” included in Attachment A of this Ordinance.

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

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

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE XX DAY of JULY, 2024.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

DRAFT



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Prosecutor Contract Extension	AB23-XX	Public Safety		
		11/7/24		
	Department:	Administration		
	Date Submitted:	10/31/24		
Cost of Item:	\$29,400			
Amount Budgeted:	\$26,000			
Unexpended Balance:	N/A			
Bars #:	001-515-41-41-003			
Timeline:	Contract expires Dec. 31, 2024			
Submitted By:	Scott Larson			
Fiscal Note: The budget will be updated to reflect the new fee.				
Attachments: Original Prosecutor Contract, First Amendment				
SUMMARY STATEMENT:				
<p>The City solicited proposals for city prosecution services in 2023, and selected Karen Lentz as the City’s prosecutor. The contract is through December 31, 2024, with options to have one-year extensions. Staff reached out to Ms. Lentz to discuss terms of an extension until December 31, 2025, and Ms. Lentz proposed an updated fee of \$2,450 per month, up from \$2,200 per month.</p>				
RECOMMENDED ACTION: Move to study session.				
FUTURE MOTION:				

**FIRST AMENDMENT TO
CONTRACT FOR PROFESSIONAL SERVICES**

This First Amendment to Contract for Professional Services (“First Amendment”) is entered into by and between the City of Orting, a Washington municipal corporation (“City”), and Karen S. Lentz, PLLC (“Consultant”). This Amendment amends the Contract for Professional Services (“Agreement”) entered into between the City and Consultant on August 11, 2023.

WHEREAS, the City and Consultant desire to amend the compensation paid for Consultant’s services to reflect an increase in 2025; and

WHEREAS, the duration of the Agreement’s is from August 31, 2023 to December 31, 2024. In accordance with Subsection 4.A of the Agreement, City and Consultant mutually desire to extend the Agreement’s duration for an additional one-year term through December 31, 2025.

NOW, THEREFORE, the City and Consultant agree to the following terms and conditions:

1. Compensation and Method of Payment. Section 2 of the Agreement (Compensation and Method of Payment) is hereby amended to read as follows:

2. Compensation and Method of Payment. The City shall pay the Consultant for services rendered not more than \$29,400.00 per year without written authorization. If court activities expand to more than two days per month, additional time in Court will be billed at \$75 per ours which includes consideration for prep time before the appearances and clean up time after court as well as administrative costs to the Prosecutor. Consultant shall invoice the City monthly for services provided.

....

2. Duration of Agreement. Subsection A of Section 4 of the Agreement (Duration of Agreement) is hereby amended to read as follows:

A. This Agreement shall be in full force and effect for a period commencing August 31st, 2023, and ending December 31st, ~~2024~~2025, unless sooner terminated under the provisions of this Agreement. The City reserves the right to offer one-year extensions prior to the expiration of the Agreement to retain the Consultant’s services.

3. Other Terms. All other terms set forth in the Agreement shall remain in full force and effect as adopted therein.

DATED this ____ day of _____, 2024.

CITY OF ORTING

KAREN S. LENTZ, PLLC

By: _____
Mayor Joshua Penner

By: _____
Karen S. Lentz

**CITY OF ORTING
CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into by and between the City of Orting, a Washington municipal corporation (“City”), and Karen S. Lentz, PLLC, organized under the laws of the state of Washington, located and doing business at 10410 163rd CT NE, Redmond, WA 98052, (847) 924-7940, Karen Lentz (hereinafter the “Consultant”).

RECITALS:

WHEREAS, the City has determined the need to have certain services performed for its residents, requiring specific expertise; and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions;

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT:

1. Scope and Schedule of Services to be Performed by Consultant.

Prosecution Services, The Consultant shall perform those services described on Exhibit “A,” which is the Request for Proposal, and your submission, and is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

If the services provided hereunder are funded in whole or in part under a Grant Funding Agreement, then Consultant will comply with the terms of such Grant Funding Agreement to ensure that the City is able to obtain the maximum funding under such Grant Funding Agreement. If this applies, the City will provide the Consultant with a copy of the Grant Funding Agreement.

2. Compensation and Method of Payment. The City shall pay the Consultant for services rendered according to the rates and methods set forth by the consultant’s proposal in Exhibit “A.”

Compensation for these services shall not exceed \$26,400.00 per year without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit “A.” Consultant shall invoice the City monthly for services provided.

The Consultant shall complete and return to the City Exhibit “B,” federal tax Form W-9, prior to or along with the first billing invoice.

3. Payment.

A. The Consultant shall invoice the City monthly after services have been performed.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement. The City shall pay the Consultant for services rendered within ten (10) days after City voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

F. The City reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

4. Duration of Agreement.

A. This Agreement shall be in full force and effect for a period commencing August 31st, 2023, and ending December 31st, 2024, unless sooner terminated under the provisions of this Agreement. The City reserves the right to offer one-year extensions prior to the expiration of the Agreement to retain the Consultant's services.

B. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. If delays beyond the Consultant's reasonable control occur, the Parties will negotiate in good faith to determine whether an extension is appropriate.

5. Standard of Care. The Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services

provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

6. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

C. *Document Management System.* The City agrees to procure a license for a document management system to aid Consultant in the performance of her duties. The City will maintain said license at City expense at the City's discretion, but will provide at least 30 days' notice to the Consultant in the event the City needs to terminate or alter the license provided the termination or alteration is at the City's request. The City shall maintain a license to allow the City access to the document management system and documents contained therein for use in the event the City terminates Consultant's contract and must transition the files to a new Consultant, provided the records remain the file material of the future Consultant and are not prepared, owned, used, or retained by the City as evidenced by the Management System's audit log.

7. **Relationship of the Parties; Independent Consultant.** The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Indemnification.

A. Consultant shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts, errors or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

C. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. *Minimum Scope of Insurance.* Consultant shall obtain insurance of the types described below:

i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

ii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

iii. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

ii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. *Other Insurance Provisions.* The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

i. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

D. *Verification of Coverage.* The Consultant shall furnish the City with original certificates for all policies and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement for Automobile Liability, evidencing the insurance requirements of the Consultant before commencement of the work.

E. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. *No Limitation.* Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain other such records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

11. City's Right to Inspection and Audit.

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory

completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Termination.

A. *Termination without cause.* This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. *Termination with cause.* This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

C. *Immediate Termination.* This Agreement may be terminated immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. *Rights Upon Termination.*

i. With or Without Cause. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

ii. Default. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for

completing the work, and all damage sustained, or which may be sustained, by the City by reason of such default.

E. *Suspension.* The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

F. *Notice of Termination or Suspension.* If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in the "Notices" Section herein.

G. Nothing in this Subsection shall prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

14. Discrimination Prohibited.

A. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

B. Violation of this Section shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

15. Force Majeure. Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "Force Majeure"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

16. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without providing written notice to the City. Any assignment made without the prior notice of the City is void.

17. **Conflict of Interest.** The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit “A”. In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

18. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

19. **Non-appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provisions are effectuated.

20. **Employment of State Retirees.** The City is a “DRS-covered employer” which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor’s employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor’s owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys’ fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor’s failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

21. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

22. **Non-waiver of Breach.** The failure of either Party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

23. **Modification.** No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

24. **Notices.** All notices or other communications required or permitted under this Agreement

shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

CITY:

Scott Larson, City Administrator
City of Orting
104 Bridge St S.
Orting, WA 98360
360-893-9006
slarson@cityoforting.org

CONSULTANT:

Karen S. Lentz, PLLC
10410 163rd CT NE, Redmond, WA 98052
Phone No.: (847) 924-9740
Email: karenslentzlaw@gmail.com

25. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

26. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

28. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

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IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CONSULTANT:

By: 

Title: Attorney

Date: 08/10/23

CITY OF ORTING:

By: 
Joshua Penner (Aug 11, 2023 09:00 PDT)

Mayor Joshua Penner

Title: _____

Date: _____

Exhibit A

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Orting, Washington for:

Prosecution Services

By filing with the City Clerk via email at kagfalvi@cityoforting.org or by hardcopy to City Hall, 104 Bridge St S. Orting, WA 98360, by:

Date: **Wednesday, June 21, 2023**
Time: **4:30 pm**

Upon the City's discretion, proposals submitted after the due date and time may not be considered. Proposers accept all risks of late delivery of mailed proposals regardless of fault.

Detailed Request for Proposal (RFP) information including general information, requested services, proposal requirements, and evaluation process is available from the City Clerk's Office located at the above address or by calling 360-893-9002. The RFP is also available on the City's website at: <https://www.cityoforting.org/government/public-notices>

The City has complete discretion in the evaluation of the proposals. The City reserves the right to reject any and all proposals and to evaluate proposals even when the information provided is not complete. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The City is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity. The Proposer, in performance of the Contract, agrees to not discriminate because of race, color, religion, creed, national origin, ancestry, sex, pregnancy, marital status, sexual orientation, gender identity, gender, age, disability-sensory, mental or physical, the use of a trained guide or service animal by a person with a disability, honorably discharged veteran or military status, or other protected status.

City of Orting

Request for Proposals for Prosecution Services

The City of Orting invites interested and well-qualified individual attorneys, law firms and public agencies to submit written proposals to provide prosecution services for the City of Orting.

Scope of Services:

The services that are the subject of this Request for Proposals (RFP) are the prosecution of criminal misdemeanors and gross misdemeanors, civil and traffic infractions, criminal code enforcement and animal control matters. Proposers may be individuals, law firms, or public law offices. The contracted services are intended to begin on August 1, 2023.

The City is a strong mayor form of government. The City contracts with a law firm or individual for the provision of civil legal services. The City has its own police department, with approximately 12 police officers. The City's municipal court is housed at City Hall. The courtroom also serves as the City Council Chambers and is used for award ceremonies, training, various committee meetings and public hearings. Information on current operations and court calendars can be found on the Orting Municipal Court webpage: <https://www.cityoforting.org/public-safety/municipal-court>

Court dates and times may change over the course of the contract for prosecuting attorney services.

The Orting Municipal Court is not a full-time court. Orting currently holds court two days per month on the first and third Tuesdays.

The City Prosecutor is responsible for all aspects of criminal prosecution for the City of Orting. Duties include but are not limited to:

1. Makes filing decisions on criminal cases, with input from City police;
2. Advises City police on the conduct of investigations, search warrants, trial preparation, seizures and related matters;
3. Interviews witness and victims of crimes and conducts all discovery;
4. Communicates with victims' advocates;
5. Represents the City at arraignments, pretrial hearings, motions, bench and jury trials, sentencing, and review hearings and appeals in connection with criminal misdemeanor and gross misdemeanor cases;
6. Represents the City at contested traffic infraction hearings when offender is represented by an attorney;
7. Represents the City at all in-custody hearings;
8. Makes appropriate sentencing recommendations to the court;

9. Prepares, presents and responds to legal motions, memoranda and briefs as necessary in the routine prosecution of criminal cases;
10. Prepares subpoenas, jury instructions, and other trial related documents and materials;
11. Handles any appeals;
12. Provides legal research, training, and assistance to City police in criminal matters, including statutory interpretation, enforcement issues, and case decisions; and creating and maintaining appropriate files;
13. Files and prosecutes criminal code enforcement matters;
14. Files and prosecutes animal control cases;
15. Provides annual reports to the City Council during regular business meetings;
16. Provides quarterly reports to the City detailing cases filed, charges associated with the filings, status of cases, dispositions and sentences imposed;
17. Attends annual meetings with City staff, including but not limited to the City's City Administrator, Police Chief and City Attorney; and
18. Provides input to the City on proposed policy when so requested.

The Prosecutor shall be reasonably available for night and weekend contact by police personnel. The City and Prosecutor will enter into a professional services agreement, which will incorporate the above referenced scope of services and will address compensation. A sample professional services agreement is attached as Attachment 1.

The City's 2022 case filings include 9 DUI or physical control cases, 83 other traffic misdemeanor cases, and 83 non-traffic related misdemeanor cases. In 2021 there were 11 DUI or physical control cases, 159 traffic misdemeanor cases, and 45 non-traffic related misdemeanor cases.

Minimum Qualifications:

Any attorney proposed to provide prosecution services shall be licensed in the State of Washington. Five or more years of legal experience is preferred for any attorney proposed as the lead prosecutor. Experience in the prosecution of criminal and infraction matters is highly desirable, including matters involving violations of municipal or county ordinances.

Compensation:

The City and any attorney selected for these services will enter into a professional services contract, which will address compensation. Proposals are required to set forth the fees or fee structure (e.g. hourly, monthly retainer, per-case fee) to be charged for proposed services.

Selection Process:

The deadline for submitting a proposal to the City of Orting is *Wednesday, June 21, 2023*. All proposals shall be reviewed and screened by a Selection Committee based upon the qualifications and requirements outlined in this RFP. The Selection Committee may include the City Administrator, Police Chief, City Council Members and other designated City staff. Finalists are expected to be invited for interviews during the week of *June 26th, 2023*. The Selection Committee then plans to make a recommendation to the City Council for consideration at the City Council's Regular Business Meeting in July. Should there be a need to change this schedule, finalists selected to interview will be notified in advance of these changes.

Instructions to Reply to this Request for Proposals:

To reply to this RFP, please submit the following: (1) resume for each attorney who may be part of prosecutor team; (2) cover letter and statement of qualifications, which must include Washington State Bar Numbers for all attorneys responding to this RFP; (3) three professional references with addresses and phone numbers; and (4) answers to the questions below. All materials shall be submitted in one packet and shall be emailed, mailed or hand-delivered to:

City Clerk's Office
Attention: Prosecution Services Proposal:
Orting City Hall
104 Bridge St S.
Orting, WA 98360

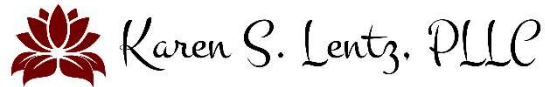
Requested Information:

Proposers must answer the questions below. Proposers may also submit additional information they would like considered.

1. For individual proposers, employment history since 2018. For firm proposers, legal status of firm or predecessor firms since 2018, and areas in which the firm has practiced over those years.
2. The proposer's professional qualification for providing prosecution services, including for each attorney likely to provide services:
 - (a) Law School attended (including year of graduation), year of admission to Washington State Bar, Bar Number, and years of practice. Must be a member in good standing with the Washington State Bar Association.
 - (b) Years of experience providing prosecution services.
 - i. Describe relevant areas of knowledge and experience related to municipal court prosecution.
 - ii. Describe experience with motions practice relevant to prosecution services;
 - iii. Describe jury and bench trial experience.
3. The proposer's understanding of the type and level of services needed;
4. The proposer's intended approach to providing the services;
5. The proposer's response time to inquiries and questions from city staff.
6. The proposer's experience with problem solving courts, such as veterans' court, community court, etc. and viewpoint concerning those courts.

7. The proposer's experience with diversion programs or other alternative programs and viewpoint concerning such programs.
8. A statement of the proposer's understanding of the role of the Prosecutor, and his/her relationship to the court, police department, victims, witnesses and community;
9. The proposer's philosophy in prosecuting cases where the defendant is pro se;
10. All other clients represented by the proposer;
11. Affiliations or clients that could cause conflicts of interest regarding City matters, if any;
12. Any pending litigation or judgment rendered against the attorneys proposed to provide services that relate in any manner to the professional activities of the attorney and/or the firm, including any pending complaints with the Washington State Bar Association;
13. The proposed compensation structure for services rendered; and
14. Contact information for three professional references.

The City reserves the right to reject all proposals, to request additional information concerning any proposal and to interview any proposer.



10410 163rd Ct. NE
Redmond, WA 98052
(847) 924-7940

karenlentzlaw@gmail.com

June 20, 2023

City Clerk's Office
Attn: Prosecution Services Proposal
Orting City Hall
104 Bridge St. S.
Orting WA 98360
kagfalvi@cityoforting.org

RE: RFP for Prosecution Services

Dear People of the City of Orting:

I am submitting this proposal to be considered for the prosecution contract for the City of Orting for the period beginning August 1, 2023, ending December 31, 2024. I bring to you 15 years of criminal law experience with a focus on Municipal prosecution in the last 7 years with over a year of that practice directly in Orting. I am dedicated to providing the City of Orting with the highest level of professional services if selected as your next prosecutor and I thank you in advance for your consideration of my proposal.

Statement of Qualifications:

I attended and graduated from Loyola University Chicago School of Law in 1996 on a then-existing accelerated 3:3 program. My WSBA# is 50396 and I am a member in good standing with the Washington State Bar and have been since admittance in 2016. My attached resume outlines my considerable experience in prosecuting criminal cases as well as my education and years of licensure in each state licensed. I have experience in both felony and misdemeanor cases and courtrooms, giving me broad perspective.

I spent 8 years prosecuting at the county level in Illinois, handling every stage of the prosecution of cases from traffic infractions to felony cases. I gained considerable experience with investigations, charging, motions, trial practice, grand and petit jury selection and practice. The bulk of my time in those positions was spent in the courtroom actively engaged in motions and trial practice or developing the cases in the office through investigation and research as well as witness interviews. The Lake County position was a high-volume caseload which often required

back-to-back days of motions and trials, both jury and bench with little time between cases to prepare or study a case. As a result, I developed a system to fully prepare a high volume of cases at the outset including notes and task lists so that any attorney could pick up a file at any stage of litigation and represent the client with knowledge, ease and grace. I also spent time training interns and new lawyers, often mentoring and teaching trial skills, as well as training police officers to maximize their expertise in the courtroom.

For the last 7 years in Washington, I fully prosecuted misdemeanor, gross misdemeanor, and traffic infractions at each stage of prosecution, and have represented select private clients in defense of traffic infraction and DUI cases, as well as with limited family law matters and mediation issues. With my skill and experience, I have been able to seamlessly step into courtrooms to represent municipalities on short notice or when there has been an abrupt prosecutor turnover.

My understanding of the type and level of prosecution services needed for Orting is a Prosecutor with integrity and compassion and a firm hand with courtroom skill who will hold the defendants accountable with creative use of the full power of the office and laws available to achieve the goal of justice for the City. As your prosecutor, I am fully aware that I represent the People of the City of Orting, so my actions must be firm, fair, reasonable, and ethical. I understand that court is in session twice monthly, but my availability 24/7 for questions and seamless continuing case management is essential. My experience is that Orting requires approximately 24 hours per month of my time devoted to general case management and police support. Additional time is required annually for police officer updates/training and trial practice.

Prosecution is time-sensitive, so I generally monitor and respond to texts, calls and emails within a few hours, sharing my cell phone with the court, city and staff so they know how to reach me for an immediate/emergent response. I pride myself in building trust with the Court and Police so that we can mutually rely upon immediate response times to achieve our common goals and time commitments.

I have experience using problem solving courts such as Veteran's, Mental Health, and Community Court. While I am selective in using Veteran's and Mental Health Courts, I find that referred defendants are frequently successful, both due to a careful selection process and the strength of the programs. I find Community Court to be a useful tool where resources allow, are most successful when well-funded with case managers who can give defendants a deep level of support tailored to their needs.

I am fully aware of the scarcity and value of court resources and the downside of maintaining heavy caseloads in the Courtroom, so I take advantage of defendants who may be on probation outside of our jurisdiction or in specialty programs or courts like military based programs, Drug or Community Court. Frequently this means global resolutions where defendants are held accountable in our court with convictions while the burden of compliance monitoring is shifted to those other courts. This also increases the chance of success for defendants by streamlining their affirmative tasks.

I also have experience with diversion programs. For defendants new to property crime, programs like Friendship Diversion can be hugely successful in altering future behavior, and achieving restorative justice. Prosecutors can support success with diversion programs with community awareness and a strict policy of criminal prosecution where diversion fails.

Within the past year I started using Survivors FIRST as a diversion-type program with domestic violence victims who become defendants. This program through King County appears to be well funded and dedicated to empowering DV survivors to disengage from the cycle. Although not generally applicable for Orting, the feedback I receive indicates success with the program once people are fully engaged. Often these clients receive support with counseling, education around DV, self-empowerment, food, clothing, child care and shelter/housing resources to solve the DV issues driving their criminal behavior.

In Orting, the Recovery Navigators Program has been a presence in the Courtroom to offer support for defendants with substance abuse related issues, as well as guidance with DOL services and offering resource connections for DV victims. Currently the Navigator program is not specifically set up as a court ordered diversion program, however, the recent law change under the “Blake Fix” appears to create more reliance upon the Navigator Program as a diversion option and also appears to give the Court more ability to enforce cooperation with the program both through diversion and through the alternative conviction/compliance/vacation scheme.

I also make use of tools like Stipulated Orders of Continuance, Deferred Sentences, and discrete prosecutor diversion agreements to create favorable outcomes for the City. While these solutions may be more labor intensive for the Prosecutor, these tools are a luxury of working on misdemeanor and gross misdemeanor cases where prosecutors have more control over the outcome of the cases and more flexibility in crafting solutions to satisfy society, victims, the City and the defendant’s needs.

Jail and electronic monitoring create a necessary financial burden to the City, however continued criminal behavior also burdens the City and society. Keeping this in mind, my goal in prosecuting is not just conviction and jail oriented but is also to encourage change the behavior patterns of the defendants to ensure pro-social behavior going forward to ultimately lessen the ongoing burdens on society and the City.

As Prosecutor, I have a responsibility to ensure that the system itself is fair. I represent the City as a whole, as well as each individual member of the City including the defendant. In this role, I am a member of the team that we call our justice system. I have an obligation to the Court and Court Support Services to be always respectful and ethical in presenting my cases to the Court and to hold the Court accountable to Judicial ethical standards and the law, as well. I must remain aware of and be respectful of the precious resources of the system including the people. I am also obligated to the Court to ensure the Police are using best practices to protect society, themselves, and the rights of the Defendants by upholding the laws of the city, state, and country.

I have an obligation to the Police to support their lawful actions and aid them in cutting crime rates in the City while keeping them safe and supported to the best of my ability. I must also be cognizant of their time and energy as a finite resource and delicately balance the need for in Court testimony and additional investigation with concern for their safety, the need to have coverage on the streets, and off-time. I have an obligation to the Police Department to keep its members aware of changes in the law, guide them on best-practices and navigating their cases into the Court system as well as keep them abreast of the outcomes of their cases.

I have an obligation to the victims and witnesses to keep them informed of the case, their rights in the system, the tools available for their voice to be heard and resources available to them. I have

an obligation to make sure their voices are heard in the system and do my best to hear and achieve what justice looks like to them, realizing the idea of justice is both personal and fluid.

I also have an obligation to the community to act in a reasonable manner, follow the law and ethics rules, and take my ego out of the process to achieve these goals. I have an obligation to counter implicit bias in the system as well as with individuals who interact with the system.

In cases with pro se defendants, my approach is to first point out the benefits of hiring a lawyer or applying for Public Defender. If they persist in self-representation, I am compassionate yet firm, starting discussions by explaining my role and making sure to explain what topics are appropriate for our negotiation. In the courtroom arena I do not hesitate to ask the Court to hold pro se defendants accountable to the laws of criminal procedure and follow general rules of court decorum. I will offer to share limited resources to the pro se individual like a statute number or web site to gain knowledge and tools. I do not take advantage of people who represent themselves but give them reasonable offers as I would with any represented party.

When plea bargaining, I treat each case individually. I make it a point to negotiate only after reading the reports and looking at the supporting evidence. I evaluate the case in terms of felony eligibility or how it will impact any future prosecutions and sentencing at any level. If appropriate, I will refer a case up to a felony prosecutor or ask the Police Officer if they have guidance or an opinion on keeping the case in Municipal Court. I have a general starting point in my mind for each type of case and then factor in the criminal background of the defendant and the witnesses/victims and look at the strength of my case and the time value of taking the case to a full run of motion hearings and a jury trial. I am fully aware of the resources of the court system – time, money, people, bringing in witnesses, calling in a jury panel, and the ultimate cost of losing jurisdiction over the defendant. Maintaining jurisdiction over a defendant is often the only way the City has an ability to achieve compliance with services and/or protect victims. I also factor in the importance of convictions on specific types of cases like cases with DV designations or DUI's where prior convictions become critical components. Finally, I do consider the role of convictions of crimes of dishonesty in terms of job and proof of veracity related consequences.

Once I convey an offer I ensure the defendant is aware of the fact that they received an offer. My negotiation is based upon credible information shared to me by the defense. I factor in their evidence and strategy along with the root cause of the criminal behavior and level of accountability they can achieve at this point. I offer jail for many purposes - as incentive to accomplish affirmative tasks, as a place for sobriety to begin, a way to keep victims safe, and as punishment when defendants are not capable of achieving accountability and changed behavior through other means.

In domestic violence cases I am also cautious to negotiate a solution with the victim's immediate and ultimately long term safety as my focus. Depending upon the level of proof available and cooperation of the victim, I will use tools like no contact orders, weapons surrender, bond conditions, counseling and classes for defendants and I will manipulate the time on the case to achieve maximum safety and accountability.

Prosecutors have limited ability to force victim cooperation, however, I do counsel and direct victims toward resources and tools with a goal of minimizing their future involvement in the system. I work closely with advocates to gain trust and cooperation of victims. The current model in Orting is for the prosecutor to contract a DV advocate, however, especially with new law changes this year, it would be more in line with Orting's best practices and goals to directly

contract the advocate through the police department. This would afford seamless support for victims and close the critical time gap between the officers talking to the victim on the street and the advocate taking the hand-off. The 2023 DV law changes give the court authority to issue immediate no contact orders and weapons surrenders when police are on the scene of a DV call where victims request police assistance to obtain the order. Best practice would be to have an on-call police funded advocate available to guide the police and victim through this process as well as assisting the victim with the practical reality of implementing the orders, creating a safety plan and navigating necessary support services.

My law firm's other current client includes the City of Tukwila. I am unaware of any potential or actual conflicts of interest. I do not and have not had any litigation or judgments rendered against myself or my law firm or my legal work. There are not and have not been any complaints against me or my license with the Washington State Bar Association.

Communication and integrity are key components to my work and ethic. Lawyers must communicate constantly and cleanly to be successful. Prosecutors must seek answers to questions rather than make assumptions. Communication with the client, support staff, court staff, witnesses, victims, police officers, and opposing counsel is most successful when done in a timely fashion, and with honesty and with curiosity to achieve true justice and maintain transparency. As your Prosecutor, I promise to do my best to communicate impeccably.

Proposal:

For compensation, I propose a monthly flat fee structure of \$2,200 per month for the full term of the 17 month contract commitment. This includes the Prosecutor being available in Court for the current court hours of the first and third Tuesday of the month. This includes any jury trials or appellate court work resulting from the prosecution that would require court appearances outside of the normally scheduled hours of Orting Municipal Court, as well as general police support and training for related matters.

If the Court expands its hours beyond the current listed hours to include require additional time/calendars or a community court, I propose that additional time in Court will be calculated and billed at \$70 per hour which includes consideration for prep time before the appearances and clean up time after court as well as administrative costs to the Prosecutor.

If I am unable to attend Court and a coverage attorney is needed, I will provide a reliable, suitable replacement for myself having prepared the cases and the attorney to appropriately represent the City in my stead. I propose that if a coverage attorney is needed for Court appearances for more than 2 consecutive court days, written consent of the City is required for approval; however if coverage is required for 2 or fewer consecutive court days, written approval from the City will not be required.

I will provide proof of appropriate malpractice / professional liability insurance in a timely fashion once the contract is signed.

I propose that Commercial General Liability Insurance coverage by my firm is not necessary as part of this contract.

I propose that Worker's Compensation is not required for a sole practitioner, so it should not be required for this contract unless employees are hired by my firm to manage the caseload.

I propose that I will work closely with a DV Advocate to manage the cases, but that the City be responsible for payment of the DV Advocate whether as a direct hire or contractor with the City/Police Department or via reimbursement to cover my firm's use of an advocate, as can be negotiated and agreed by the parties going forward.

I propose that the City obtain and maintain access to a computerized legal case management system as the repository and filing system for the prosecution files, giving my firm a log-on account to access and manage the cases on behalf of the City and to allow for transparency and tracking of case management. This proposed clause honors the fact that prosecution files are the property of the City and having the City designated owner on the account will create clarity of ownership, ease and flow for any future transitioning of files/prosecutors, as well as give the City more immediate control over access to their property. The parties can agree to investigate options together, and a sample practical and financially sustainable system is mycase.com which can be investigated here: [Pricing | MyCase](#).

Professional References:

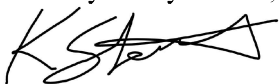
Judge Krista White Swain, WSBA #26592
PO Box 1087
Enumclaw, WA 98022
kristaswain@gmail.com
(253) 927-3913

Judge Kimberly A. Walden, WSBA #27642
150050 Tukwila International Blvd
Tukwila, WA 98188
Kimberly.walden@tukwilawa.gov
(206) 433-7186

Torrie Mark Newsome, Criminal Defense Attorney & City Attorney
705 Yoeman Street
Waukegan, Illinois 60085
torrienevans@gmail.com
(847) 650-3941

I look forward to working with the City of Orting for the term of this proposal. Please let me know if you need any additional information.

Very Truly Yours,



Karen S. Lentz

Bar No. 50396

Karen S. Lentz

10410 163rd Ct. NE, Redmond WA, 98052 / (847) 924-7940 / karenslentzlaw@gmail.com

Legal Experience

Karen S. Lentz, PLLC (Redmond, WA)

Feb 2016 – Present (7 years)

Misdemeanor / Traffic Prosecution as short-term, short-notice contract attorney for coverage of all stages of municipal prosecution including charging, investigation, and court appearances, motions and trial practice, victim/witness interviews, and police officer training. Municipalities represented: Tukwila, Burien, Algona, Orting, Shoreline, Lake Forest Park, Kenmore, Milton, Enumclaw, Fife, Black Diamond, Issaquah, and North Bend.

Individual Client Representation General practice family law, traffic and estates/wills. Representing clients in divorce, child custody, protection order, DUI and traffic infractions including negotiated settlements, written/oral motion practice and trials, and document drafting.

Facilitative Mediation Focus on primarily family law matters providing a calm environment for clients to engage in productive communication to reach a common goal, drafting agreements to avoid contentious court hearings.

Contract with The Walls Law Firm / Tukwila, WA

April 2022 – Present (1 year)

Full prosecution of municipal cases including investigation, charging, motion practice and trials for all misdemeanor, gross misdemeanor and contested with attorney infraction cases as well as tow hearings and post disposition hearings and motions. Responsible for charging 2-year backlog of cases while accomplishing quick turnaround of current cases to increase accountability and timely prosecutions. Making daily bond recommendations to Court and representing City on Wednesday and Thursday calendars. Giving victim and witness support to ensure their rights are known and their voices are heard, seeking warrants where appropriate to protect the community. Training/updating Tukwila Police on new laws and best practices, researching legal questions and giving guidance and feedback as needed. Participating in Organized Retail Theft meetings for the City and King County metro area including on-site meetings with Retailers. Participating in Tukwila Court's exploration and investigation for Community Court.

Contract with The Walls Law Firm / Orting, WA

October 2021 – Present (1.5 year)

Responsible for full prosecution of municipal cases including investigation, charging, written/oral motions practice, appearances in Court for all hearings including bond hearings, arraignments, pretrial conferences, motions, jury readiness, sentencing hearings and post disposition review hearings, as well as appearing for contested with attorney infractions. Training/Updating Orting Police on new laws and standard practices, researching legal questions and giving guidance and training to officers as needed.

Contract with Law Office of Sarah Roberts / Shoreline, WA Dec 2019 – Present (3.5 years)

Prosecution of review matters for Shoreline (KCDC) including post disposition and SOC matters to ensure defendants are held accountable for compliance with probation and other conditions of their agreements with the City and the Court. Includes appearing for hearings, presenting testimony and

evidence, making recommendations to Court and finding creative solutions to encourage compliance with treatment and other aspects of case conditions to ensure justice for the City.

Volunteer, Eastside Legal Assistance Program (Bellevue, WA) 2018-2020 (3 years)

Consult with clients for family law matters related to domestic violence including divorce, child custody, protection orders and guardianship. Assist in planning strategy, investigation, discovery, drafting documents and well as empowering clients for self-representation in court appearances.

Volunteer, King County Dispute Resolution Center (Seattle, WA) 2015 - 2019 (4 years)

Mediation facilitation with an emphasis on neutrality, empowering clients in conflict to create realistic and durable solutions together. Provide phone and in person mediation and conciliation services including facilitation of discussion and drafting of agreements for neighborhood disputes, family law, landlord-tenant, employment, and contract issues as well as in person small claims court mediation (Burien and Issaquah) and occasional coverage for Mediation Services Director.

Lake County Principal Assistant State's Attorney (Waukegan, IL) 1998 - 2003 (6 years)

Criminal prosecution representing County in all stages of prosecution. Charging, filing, investigation, witness/victim interviews, legal research, grand jury investigation and indictments, preliminary hearings, written and oral motion practice, bench trials, jury trials, sentencing hearings and post-conviction hearings for cases including murder, sex crime, drug, domestic violence, as well as misdemeanor, DUI, juvenile delinquency, abuse and neglect, termination of parental rights, and truancy cases. CASA volunteer training, Police Officer training, new attorney, and law student intern training. Conducted Grand Jury jail tours, participated in community outreach on behalf of the office including moot court exercises, and educational presentations at local schools.

Ogle County Assistant State's Attorney (Oregon, IL) 1996-1998 (3 years)

Criminal prosecution representing County in all stages of prosecution. Charging, filing, investigation, witness/victim interviews, legal research, grand jury indictments, preliminary hearings, written and oral motion practice, statutory summary suspension (DOL) hearings, bench trials, jury trials, sentencing hearings and post-conviction hearings for cases including murder, sex crime, drug, domestic violence, misdemeanor, DUI, traffic infractions, juvenile delinquency, abuse and neglect, termination of parental rights, truancy and county ordinance violations. Officer training, new attorney and law and high school intern training. Community outreach and presenting DUI Victim Impact Panels for DUI defendants.

Education

Loyola University Chicago School of Law JD, Law 1993-1996

Loyola University Chicago BA, Political Science, Honors Magna Cum Laude 1990 – 1994

Licenses

Washington – since 2016, Bar No. 50396

Illinois – since 1997, current status inactive, Bar No. 6237540

Wisconsin – 1997 – 2009, Bar No. 1029516

US District Court Northern District of Illinois admission year 1997










Prosecutor Karen Lentz - Professional Services Agreement Aug. 2023

Final Audit Report

2023-08-11

Created:	2023-08-10
By:	City Clerk (clerk@cityoforting.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5RtdSDIy3Jbb6Jfvs4W0xO_FawyP_9_3

"Prosecutor Karen Lentz - Professional Services Agreement Aug . 2023" History

-  Document created by City Clerk (clerk@cityoforting.org)
2023-08-10 - 3:48:05 PM GMT
-  Document emailed to Karen Lentz (karenlentzlaw@gmail.com) for signature
2023-08-10 - 3:48:58 PM GMT
-  Email viewed by Karen Lentz (karenlentzlaw@gmail.com)
2023-08-10 - 11:38:16 PM GMT
-  Document e-signed by Karen Lentz (karenlentzlaw@gmail.com)
Signature Date: 2023-08-10 - 11:39:12 PM GMT - Time Source: server
-  Document emailed to penner@cityoforting.org for signature
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-  Email viewed by penner@cityoforting.org
2023-08-11 - 3:59:54 PM GMT
-  Signer penner@cityoforting.org entered name at signing as Joshua Penner
2023-08-11 - 4:00:07 PM GMT
-  Document e-signed by Joshua Penner (penner@cityoforting.org)
Signature Date: 2023-08-11 - 4:00:09 PM GMT - Time Source: server
-  Agreement completed.
2023-08-11 - 4:00:09 PM GMT



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Pierce County ILA for Specialized Services.	AB24-102	Public Safety		
		11/7/24		
	Department:	Public Safety		
	Date Submitted:	11/7/24		
Cost of Item:	<u>\$0 unless utilized</u>			
Amount Budgeted:	<u>0</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:				
Timeline:	ASAP			
Submitted By:	Devon Gabreluk			
Fiscal Note: None				
Attachments: Pierce County ILA for Specialized Services				
SUMMARY STATEMENT:				
<p>Pierce County requests the City sign an ILA for certain specialized services it provides to agencies requesting their assistance. Some services remain free of charge (air support and bomb disposal responses). However, official requests for County SWAT services will be charged back to the requesting agency. The County, via this ILA, would like agencies to choose a payment model that suits their needs. Agencies are only charged if an official request for services is made, and billing will be via the method chosen in the ILA. Due to the legal complexity of SWAT responses, Pierce County will be unable to respond to any SWAT incident within the city if a billing method is NOT chosen. This would include instances in which our currently utilized METRO SWAT team has requested Pierce County SWAT provide coverage to the METRO agencies due to METRO SWAT being out-of-service.</p> <p>Staff recommends the City choose the “Per Incident” model as these services are currently covered by existing agreements with our small city partners.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move to November study session .				
FUTURE MOTION: TBD				

**INTERLOCAL AGREEMENT
BETWEEN
PIERCE COUNTY AND THE CITY OF ORTING
FOR THE PROVISION OF SPECIALIZED LAW ENFORCEMENT SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (“County”) and **THE CITY OF ORTING**, a municipal corporation of the State of Washington (“City”) (together, “Parties”) as follows:

WHEREAS, the City of Orting on behalf of the Orting Police Department has requested the County provide certain law enforcement services to the City; and

WHEREAS, the County has the resources necessary through the Pierce County Sheriff’s Department (PCSD) to provide specialized law enforcement services to the City; and

WHEREAS, the County is willing to provide these services to the City; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW Chapter 39.34, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City as follows:

SECTION 1. PURPOSE.

The purpose of this agreement is for the County to provide the City with specialized law enforcement services by and through the Pierce County Sheriff’s Department. Both parties to this agreement have responsibility to provide police protection within their respective boundaries. The Pierce County Sheriff’s Department has developed an expertise in certain areas of specialized response. The City recognizes that the expertise of the County, and the Pierce County Sheriff’s Department, would be of benefit in such matters. In order to allow towns and cities to take advantage of the expertise of the County, the Pierce County Sheriff’s Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.

SECTION 2. DUTIES/RESPONSIBILITIES OF THE COUNTY.

- A. To provide access to the agreed upon services between the Sheriff’s Department and the City.

- B. To provide a timely response for services requested.
- C. To provide all necessary personnel and command.
- D. To provide all reasonably needed and necessary equipment for the response.
- E. To handle the call to completion, to include all necessary reports, testimony, or other follow-up.
- F. To provide a full and complete invoice on all services, personnel and equipment utilized hereunder, only if the per response billing basis option is pre-selected by the City.

SECTION 3. DUTIES/RESPONSIBILITIES OF THE CITY.

- A. To determine when to request specialized services from the County.
- B. To provide a contact person of command level to act as liaison between the contracting agencies.
- C. To provide traffic control or other perimeter security as may be required.
- D. To provide schematics, floor plans, or other items of information which may be required as part of a response.
- E. To allow training at sites within the City as may be desired by the County to assure knowledgeable response.
- F. To provide reimbursement hereunder for the services rendered.

SECTION 4. JOINT DUTIES/RESPONSIBILITIES.

- A. To provide joint law enforcement response as necessary to keep and restore the peace.
- B. To complete and submit all necessary reports, documents, and other needed information in a timely manner for any law enforcement or prosecution need.
- C. To mutually cooperate to assure the success of any and all law enforcement missions.

SECTION 5. SERVICE DESCRIPTIONS.

The County will provide the specialized law enforcement services as described in the categories below within the City's service area. The type of service selected by the City and cost for service provided by the County is detailed in Exhibit "A," which is also attached hereto and incorporated herein by this reference.

- A. **Major Crimes Investigations:** This service shall consist of criminal investigation carried out by detectives often in conjunction with forensic trained individuals when necessary. Investigations will be supported by crime scene analysis, crime laboratory, polygraph, identifications, evidence control, Automatic Fingerprint Identification System (AFIS) and any other technology then in the possession of the Sheriff and determined by the lead investigator as appropriate for the investigation. Unless otherwise agreed by the County, the crimes to be investigated shall typically be homicides, abductions, and aggravated assaults which involve substantial bodily harm as set forth by RCW 9A.04.110 or the possibility of death. This service will only be available on a pre-determined hourly basis or on a pre-determined per capita basis.

For other felony crimes that are not homicides, abductions, or aggravated assaults, members of the Sheriff's Criminal Investigations Bureau can be requested through the Sheriff's CDO on a per hourly basis.

- B. **Major Crimes Forensics**: This service shall be for major crimes outlined in Section A and shall include a fully trained Forensics Investigator who shall have the ability and training to take photographs and measurements, document other important physical evidence, obtain and process fingerprints, utilize all technology available to the Forensics Investigator, and perform all other services and procedures to assist in the processing of a crime scene or subject. Forensics will respond to incidents after-hours if a Sheriff's detective will be acting as the lead investigator.

This service will be available for major crimes on a pre-determined hourly basis or on a pre-determined per capita basis.

Forensics services for crimes other than the major crimes outlined in Section A can be requested through the Sheriff's CDO on a pre-determined hourly basis.

If only forensics services – and no detective services – are provided by members of the Sheriff's Department in response to an incident, then all property/evidence collected by forensics will be retained by the lead agency in the investigation and not the Sheriff's Department.

- C. **Internal Affairs Investigations**: This service shall involve a member of the Sheriff's Department who shall perform any matter involving an Internal Affairs complaint or investigation. The investigator will be trained in investigating such matters and will provide Garrity warnings and other aspects of due process, etc. which are required by law, contract, etc. If needed, polygraph services may be included for such services. Unless otherwise agreed by the County, the matters to be investigated shall typically be: complaints of criminal acts; excessive force; complaints of racial, sexual or other types of protected status harassment; cases of high public interest.

This service will be included at no additional cost only if the City has a current agreement with the County for Major Crimes Investigations on pre-determined per capita billing basis. This service is not available on an hourly basis or a per incident basis.

- D. **Special Weapons And Tactics (SWAT)**: This service shall be in the nature of a team response, which may call for a variety of disciplines (negotiators, sharpshooters, snipers, entry, and others). Each SWAT call response is made as a team and each call is staffed as a team. The team, and each member, is responsible to the success of every SWAT Team mission.

This service will be available on a pre-determined per capita billing basis or on a pre-determined per incident billing basis.

- E. **Hazardous Devices (Bomb Squad)**: This service shall include the Hazardous Devices Unit (HDU) and will typically be a multi-officer response for safety reasons. The team will include an

explosive specialist, and will provide the necessary and required equipment to address the threat.

The Sheriff's Department Hazardous Devices Unit is considered as a Regional Asset when responding to an emergency call for service. There are no applicable charges or billings associated with regional deployment under mutual aid.

- F. **Marine Services/Dive**: This service shall involve deputies and other personnel who are trained in areas of marine rescue or dive techniques, including rescue and recovery. This may include a response with vessels or other watercraft, and will typically include a response with multiple personnel for safety and deployment reasons.

The Sheriff's Department Marine Services Unit and Dive Team are as considered as a Regional Asset when responding to an emergency call for service. There are no applicable charges or billings associated with regional deployment under mutual aid.

- G. **Air Operations**: This service shall involve deputies and other personnel who are trained in flight operations, to include pilots and tactical flight observers. This may include a response with an aircraft capable of deployment in search & rescue, natural disaster, and major incidents/crime scenes.

The Sheriff's Department airplane is considered as a Regional Asset when it is in operation. There are no applicable charges or billings associated with regional deployment under mutual aid.

SECTION 6. SELECTION OF BILLING BASIS AND SERVICES.

The City shall select to be billed on either a per capita or a per incident basis, and select the services to be provided by the County. These mutually agreed up selections are set forth in "Exhibit A", which is attached hereto and made a part hereof. If a service is not listed, it will not be provided absent a separate request and it will be charged in accordance with the Default Costing described in Section 6-D.

- A. **Per Capita**: The City shall pay a sum, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost which is multiplied by the population of the City, as determined by the most recent estimate by the Office of Financial Management. This cost shall be the cost irrespective of the quantity or duration of the calls for service responded.
- B. **Per Incident**: The City shall pay a sum based upon the hourly rate or incident rate, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost multiplied by the hours expended. Those items which are indicated as a per incident response will be paid irrespective of the time needed to resolve the matter. If the matter is being charged on an hourly basis, then the time shall commence on the time such services are requested by the City and shall end at such time as when the scene is secured or the need for services is terminated. The need for services shall include whatever reasonable time is necessary for the completion of

paperwork, reports, interviews, analysis or other necessary follow-up work. All accountings of time by the County shall be in increments of 30 minutes (half-hours). If the response is cancelled while personnel are responding, the City will be billed for those specific personnel at a three-hour overtime minimum.

- C. **Mixed Costing:** The City shall have the right to elect to reimburse the County on a per capita cost for some specialized services and a per incident cost for other specialized services. Such election must be pre-determined and mutually agreed upon by both parties, and incorporated within Exhibit A.
- D. **Default Costing:** In the event that the City has not selected a payment method for any service provided hereunder and the City shall make a request for service from the County, the City shall reimburse to the County a sum based upon the Per Incident basis as set forth in Section 6.B.

SECTION 7. BILLING.

If per capita billing is selected, the County will provide the City with an annual invoice for the provision of services. For all other billing methods that include a per incident response, the County will provide the City with an invoice for the provision of services to include description of the specialized services, dates of service, hours of service, and hourly rate for the service.

Billings shall be mailed to:

City of Orting
104 Bridge Street S.
Orting, WA 98360

The City shall reimburse the County within 30 days of receipt of invoice by mailing payment to:

Pierce County Sheriff's Department
ATTN: Business Unit
930 Tacoma Ave. S.
Tacoma, WA 98402

Rates may be adjusted annually by the County, and the new rate schedule will be provided to the City no less than 30 days prior to the beginning of each calendar year. The parties are authorized to negotiate annual rate and service adjustments, and execute written agreements that reflect agreed-upon adjustments.

SECTION 8. INDEMNIFICATION AND DEFENSE.

To the extent permitted by law, each Party agrees to protect, defend, indemnify, and save harmless the other Party, its elected and appointed officials, officers, employees, agents, and volunteers, from and against any and all claims, damages, losses, judgements, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind

which are alleged or proven to be caused by an act or omission related to the actions under this Agreement, negligent or otherwise, of the Party, its elected and appointed officials, officers, employees, agents, and volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, judgement, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party or its elected and appointed officials, officers, employees, agents, or volunteers.

In executing this Agreement, neither Party shall assume liability or responsibility for or in any way release the other Party from any liability or responsibility which arises in whole or in part from the existence or effect of the other Party's ordinances, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the appropriate Party shall defend the same at its sole expense, and if judgment specifically attributable to such Party's provisions is entered and damages are awarded against the City, the County, or both, the appropriate Party shall satisfy the same, including all reasonable attorney's fees and costs.

The Parties agree that where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions herein shall be valid and enforceable only to the extent of a Party's own negligence.

It is further understood that no liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein.

Obligations under this section shall survive the expiration or termination of this Agreement.

SECTION 9. NO THIRD-PARTY BENEFICIARY.

Pierce County does not intend by this Agreement to assume any contractual obligations to anyone other than the City of Orting, and the City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and the City do not intend that there be any third-party beneficiary to this Agreement.

SECTION 10. INSURANCE.

The County maintains a comprehensive self-insurance program that is funded to pay claims, judgements, and settlements for which the County is found to be wholly or partially responsible.

The City is a member of a self-insured risk management pool formed pursuant to Chapter 48.62 RCW which provides its members with insurance coverage and is funded to pay claims, judgements, and settlements for which the City is found to be wholly or partially responsible.

Evidence of coverage shall be delivered to each of the Parties prior to the execution of this Agreement. It is the responsibility of each Party to ensure a valid certificate of coverage is in effect at all times throughout the course of this Agreement. If the insurance programs for either party is modified, the party needs to continue to provide proof of coverage in whatever form the coverage takes.

SECTION 11. MODIFICATION.

Any amendments to this agreement must be in writing and signed by all parties.

SECTION 12. ENTIRE AGREEMENT.

This written agreement constitutes the entire agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

SECTION 13. TERM OF AGREEMENT.

This agreement shall become effective November 1, 2024, and remain in effect through October 31, 2025. It shall automatically renew on January 1 of each calendar year thereafter, to extend no later than October 31, 2029, unless either party chooses to terminate the agreement by providing ninety (90) days written notice of termination.

SECTION 14. OPERATIONAL ISSUES.

Both parties recognize that any response may have many serious operational matters, which attend each individual call. These issues are separately covered in the Pierce County Sheriff's Department Specialized Services Protocols which are set forth in "Exhibit B", which is attached hereto and made a part hereof. The protocols involve issues such as criteria for mobilization of the SWAT Team, authority to determine size of response, handling of media, SWAT command, miscellaneous costs due to damage, cost of meals, etc.

SECTION 15. INDEPENDENT CONTRACTOR.

Pierce County, when providing the special services contemplated by the terms of this agreement, is acting as an independent contractor of the City. Pierce County will control the method, means and timing of providing the specialized services, and all County employees shall remain under the supervisory control of the County. The City may, in a given circumstance, exercise direction and control pursuant to R.C.W. 10.93.040.

END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # _____

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2024.

CONTRACTOR:

Contractor Signature Date

Title of Signatory Authorized by Firm Bylaws

Name: _____

Address: _____

Mailing
Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney Date

Recommended:

Finance Date

Approved:

Department Director Date
(less than \$250,000)

County Executive (over \$250,000) Date

EXHIBIT A

Specialized Law Enforcement Services Costs FY2024

SERVICE	HOURLY RATE	PER CAPITA RATE	PER INCIDENT RATE
<input type="checkbox"/> Major Crimes Investigations	<input type="checkbox"/> \$170/hour per officer (3 hr. minimum)	<input type="checkbox"/> \$1.39 per resident	N/A
<input type="checkbox"/> Major Crimes Forensics	<input type="checkbox"/> \$150/hour per officer (3 hr. minimum)	<input type="checkbox"/> \$0.30 per resident	N/A
<input type="checkbox"/> Non-Major Crimes Forensics	<input type="checkbox"/> \$150/hour per officer (3 hr. minimum)	N/A	N/A
<input type="checkbox"/> Internal Affairs Investigations	<i>Included at no additional cost if the City has a current agreement with the County for Major Crimes Investigations on pre-determined per capita billing basis; service is not available on an hourly or per incident basis.</i>		
<input type="checkbox"/> Special Weapons & Tactics (SWAT)	N/A	<input type="checkbox"/> \$0.57 per resident	<input type="checkbox"/> \$16,880 per response
<input type="checkbox"/> Hazardous Devices (Bomb Squad)	<i>No charge for Regional Asset</i>		
<input type="checkbox"/> Marine Services/Dive	<i>No charge for Regional Asset</i>		
<input type="checkbox"/> Air Operations	<i>No charge for Regional Asset</i>		

The City will indicate in the table above which services are to be provided by the County to the City by and through this agreement; this selection will be indicated by the City placing a mark in the box next to the service title. In the same manner, the City will indicate for each service selected whether the City will be billed by the County for this service on a pre-determined hourly rate, per capita billing basis, or on a per incident billing basis.

CITY OF ORTING:

Signature

Date

Name

Title

EXHIBIT B

Specialized Law Enforcement Services Protocols

Air Operations

1. *Criteria for Mobilization*

The Chief of Police/Agency Contact or his/her designee shall have the authority to request an Air Operations response through the South Sound 911 Dispatch Center. The Air Unit Supervisor, Command Duty Officer (CDO) or his/her designee will receive and approve all Air Operation Request. The Air Operations Supervisor and Pilot in Command (PIC) based on information received and other Conditions (e.g. weather), will determine if a mission can be safely accomplished. (See the Air Support Unit Manual for additional details)

2. *Mobilization*

The Sheriff or his/her designee in conjunction with the Air Operations Supervisor and Pilot in Command (PIC) shall have the sole authority to determine the nature, size, duration and configuration of any mobilization. (See the Air Support Unit Manual for additional details.)

3. *Authority for Stand-down/De-mobilization*

The Sheriff, Air Operations Supervisor/PIC shall be the sole authority in determining if a deployment is no longer productive or if the deployment has become too dangerous for pilot, crew or aircraft. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee, who may likewise make a decision to terminate the deployment for any reason.

4. *Command*

The Air Operations Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the Air Operations Supervisor. Tactical direction will be from the Incident Commander at the scene of the incident in conjunction with the Air Operations Supervisor/PIC. However, the Chief of Police/Agency Contact, Sheriff or his/her designee retain the authority to discontinue the deployment at their discretion.

5. *Information Available to Chief of Police/Agency Contact*

The supervisor of the Air Operations Unit/PIC or another person in command shall periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. *Community Liaison*

The Pierce County Sheriff's Department and the utilizing agency shall jointly share the responsibility to liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel for this purpose.

7. *Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Air Operations Unit shall be the responsibility of Pierce County.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization and while the unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will remain with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff's Department Public Information Officer will continue as liaison.

Hazardous Devices Unit

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Hazardous Devices Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or Hazardous Devices Unit supervisor determines, based on information received and other conditions (e.g. exceptional character of the device), that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the Hazardous Devices Unit.

2. Mobilization

The Hazardous Devices Unit supervisor shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Hazardous Devices Supervisor shall have the sole authority to determine the nature, size, and duration of any Hazardous Devices Unit mobilization. This will be done in consultation with the Chief of Police or his/her designee.

4. Command

The Hazardous Devices Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

5. Information Available to Chief/Agency Contact

The supervisor of the Hazardous Devices Unit or another person in command shall be expected to periodically inform the Chief of Police/Agency Contract or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Hazardous Devices Unit (e.g. damage to suspicious packages, damage due to primary or secondary devices) shall not be the responsibility of Pierce County.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

SWAT

1. Command

The SWAT Team will be commanded by a member of the Pierce County Sheriff's Department. No other person shall provide command regardless of their rank or position. Provided, however, that the Chief of Police/Agency Contact or his/her or designee shall have the authority to require the discontinuance of the deployment of the SWAT Team.

2. Command Post

The configuration of the Command Post will be determined by the SWAT Commander. Consideration will be made to include the Chief of Police/Agency Contact or his/her designee.

3. Criteria for Mobilization

The Chief of Police or his/her designee shall have the authority to request a SWAT response. The County shall provide a person or persons to whom the request may be made. Response shall be made unless the SWAT Commander determines, based upon the information received, that mobilization of the SWAT Team would create undo danger and would not serve any bona fide law enforcement purpose related to standard use of SWAT.

4. Mobilization

The SWAT commander shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

5. Authority for Stand down/De-mobilization

The SWAT Commander shall have the sole authority to determine issues of Stand down or de-mobilization; provided however that the Chief of Police/Agency Contact or his/her designee shall have the authority to require the discontinuance of the SWAT response.

6. Community Liaison

The Pierce County Sheriff's Department and the City/Agency police department shall jointly share the response of liaison with the community both during and after a SWAT mobilization. Both parties agree to provide all necessary personnel to be available for community meetings or other necessary contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment firearms and gear which shall occur coincident to the SWAT call, mobilization and response; provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the SWAT call (e.g. damage to doors in entry, damage due to discharge of weapons, flash devices, or other explosives, etc.) Shall be the responsibility of the Pierce County Sheriff's Department. The City/Agency shall be responsible for any cost involved in providing meals, lodging or the mobilization of the SWAT Team.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling all media inquiries during the course of mobilization and shall coordinate all response to the media relative to the SWAT call. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee.

When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests that the Sheriff Department Public Information Officer will continue as liaison.

CANINE (K-9)

1. *Criteria for Mobilization*

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a K-9 Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or K-9 Unit deputy determines, based on information received and other conditions (e.g. inordinate danger to the dog), that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the K-9 Unit.

2. *Mobilization*

The K-9 Unit deputy shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. *Authority for Stand-down/De-mobilization*

The K-9 Unit deputy shall have the sole authority to determine the nature, size, duration of any K-9 Unit de-mobilization. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

4. *Command*

The K-9 Unit deployment will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

5. *Information Available to Chief*

The K-9 Unit will be deployed in conjunction with units of the requesting agency. The report generated by the K-9 Unit deployed will be available to the requesting agency.

6. *Community Liaison*

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. *Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to equipment and any injury to dog [DGI] which occurs co-incident to the mobilization and deployment; provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party.

Damage which shall occur to property as a consequence of the K-9 deployment (e.g. broken fences) shall be the responsibility of the Pierce County Sheriff's Department.

Liability arising from deployment of the K-9 unit including dog bites will be shared by Pierce County and the requesting agency.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police /Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

Marine Services Unit

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Marine Services Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer or his/her designee determines, based on information received and other conditions (e.g. weather), that mobilization would create undue danger or would not serve a bona fide law enforcement purpose related to standard use of the Marine Services Unit.

2. Mobilization

The Marine Services Unit supervisor or his/her designee shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand Down/Demobilization

The Marine Services Unit supervisor shall have the sole authority to determine the nature, size and duration of any Marine Services Unit de-mobilization. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

4. Command

The Marine Services Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his/her designee will have authority to discontinue the deployment.

5. Information Available to Chief or Agency Contact

The supervisor of the Marine Services Unit shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to its equipment, which may occur coincident to the mobilization and response provided. However, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Marine Services Unit shall be the responsibility of Pierce County.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Marine

Services Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief/Contact requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

Dive Team

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Dive Team Response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or determines, based on information received and other conditions, that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the Dive Team.

2. Mobilization

The Dive Team Commander or his/her designee, shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Dive Team Commander, or his/her designee shall have the sole authority to determine if a deployment is no longer productive or if the deployments' risks outweigh the benefit of the operation. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee. The Chief of Police/Agency Contact or his/her designee may likewise make the decision to terminate the deployment of the Dive Team and may do so irrespective of reason.

4. Command

The Dive Team will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

5. Information Available to Chief or Agency Contact

The Dive Team Commander, or his/her designee, shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of the progress of the operation to the extent it is practical in light of communications available and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their Equipment which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Dive Team shall be the responsibility of Pierce County.

The jurisdiction requesting Dive Team response shall be responsible for any cost involved in providing meals, lodging, or the mobilization of the Dive Team.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Dive Team is deployed. This contact will be made, whenever possible, after consultation with the Dive Team Commander and/or the Chief of Police/Agency Contact or his/her designee.

When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

Major Crime Investigations

Jurisdictions which choose the "hourly" costing model will be able to request major crimes investigations at the hourly rate noted on the basis of resources available.

Jurisdictions which choose the "per capita" costing model in this area will be accessing response to homicides or aggravated assaults likely to become homicides.

1. Criteria for Mobilization

The Chief of Police/Agency contact or his/her designee shall have the authority to request a major crime investigation. The County shall provide a person or persons to whom the request will be made.

2. Mobilization

The commander of Criminal Investigations or his/her designee shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Commander of Criminal Investigations or his/her designee shall have the sole authority to determine the nature, size, duration of any major crime investigation. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

4. Command

The major crime investigation will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

5. Information Available to Chief

The commander of Criminal Investigations or lead detective shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after the investigation. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party.

Damage which shall occur to property as a consequence of the unit shall be the responsibility of Pierce County. Costs associated with extra-ordinary forensic analysis will be negotiated with the Chief of Police/Agency Contact.

8. *Media*

Media relations on major criminal investigations will be jointly handled by the Chief/Agency Contact and the Sheriff's Department Public Information Officer with agreement between parties as to primary contact. Contact with the media by the Sheriff's Department Public Information Officer, when such contact is made will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee.

Internal Affairs

1. Criteria for Requesting an Internal Affairs Investigation or Assistance in conducting an Internal Investigation

The Chief of Police/Agency Contact or his/her designee shall have the authority to request an Internal Affairs investigation by contacting the IA Supervising Lieutenant, or designated Detective Sergeant in the absence of the Lieutenant, to make a formal written request documenting the justification and reason for the request.

2. Mobilization

The Sheriff or his/her designee in conjunction with the IA Investigations Supervisor shall have the sole authority to determine the nature, size, duration and configuration of any investigation. (See the Sheriff's Department Lexipol Policy regarding Internal Investigations Procedures.)

3. Authority for Completion of an Investigation

The Sheriff or his/her designee shall be the sole authority in determining if an investigation is no longer productive or is completed to meet the standards accepted by the Sheriff's Department. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee, who may likewise make a decision to accept the investigatory files as presented by the Internal Affairs Unit.

4. Conclusion of Investigation

The Internal Investigations Unit will provide documentation of their investigation in a timely manner to the Chief of Police/Agency Contact or his/her designee to include all data and investigative summaries. Internal Affairs does not provide a recommendation based on the data. That responsibility is the sole responsibility of the agency requesting the investigation.

5. Information Available to Chief of Police/Agency Contact

The supervisor of the Internal Affairs Unit shall periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the investigation and timeline for conclusion.

6. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for costs arising from the investigation for normally incurring actions such as transcriptions, recordings and investigative field work.

7. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the investigation. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the IA unit is no longer involved, responsibility for news media contact will remain with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff's Department Public Information Officer will continue as liaison.

