

COUNCILMEMBERS

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



ORTING CITY COUNCIL
 Study Session Meeting Agenda
 104 Bridge Street S, Orting, WA
 Zoom – Virtual
 November 20th, 2024
 6:00 p.m.

Deputy Mayor Tod Gunther, Chair

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

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

<https://us06web.zoom.us/j/81820599715?pwd=NAm8z5UGFVSLDh20APTIRxSrCkcUMI.1>
 Meeting ID: 818 2059 9715. Passcode:412171.

2. COMMITTEE REPORTS.

A. Public Works.

- CM Moore & CM Koenig.

B. Public Safety.

- CM Tracy & CM Holland.

C. Community and Government Affairs.

- CM Hogan & CM Sproul.

3. STAFF REPORTS.

4. AGENDA ITEMS.

A. AB24-121 – Police Guild Collective Bargaining Agreement.

- City Administrator Scott Larson.

B. AB24-125 – Utility Rates.

- Public Works Committee.

C. AB24-123 - General Facility Charges (GFC's).

- Public Works Committee.

D. AB24-113 – Budget Discussion.

- City Administrator Scott Larson.

E. AB24-112 – Preliminary Plat vs Final Plat.

- Community Development Director Kim Mahoney.

F. AB24-108 - 2024 Comprehensive Plan Periodic Update.

- Community Development Director Kim Mahoney.

To view the comprehensive plan:

<https://www.cityoforting.org/home/showpublisheddocument/6779/638672765099100144>

G. AB24-75 – Automated School Zone Enforcement Cameras.

- Public Safety Committee.

H. AB24-102 – Pierce County ILA for Specialized Services.

- Public Safety Committee.

I. AB24-126 – Community Policing Budget Request.

- Public Safety Committee.

J. AB24-124 – Prosecutor Contract Extension.

- Public Safety Committee.

K. AB24-116 – Grant Policy Review.

- CGA Committee.

L. AB24-114 – Director Contracts.

- CGA Committee.

M. AB24-122 – Meeting Minutes and Video Recordings of Committee Meetings.

- Public Safety Committee.

N. AB24-83 – Legislative Priorities.

- CGA Committee.

5. EXECUTIVE SESSION.

6. ADJOURNMENT.



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Collective Bargaining Agreement between the City of Orting and the Orting Police Guild.	AB24-121			
		N/A	11.20.2024	
	Department:	Administration		
	Date Submitted:	11.13.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Scott Larson			
Fiscal Note: The 2025 wages reflected in the Collective Bargaining Agreement are incorporated into the 2025 Draft Budget.				
Attachments: Collective Bargaining Agreement				
SUMMARY STATEMENT: The city administration and the Police Guild have reached a tentative agreement regarding the collective bargaining agreement that will go into effect January 1, 2025 and last until December 31, 2027.				
RECOMMENDED ACTION: <u>Action:</u> Move forward to the regular business meeting on November 26 th , 2024 as a consent agenda item.				
RECOMMENDED ACTION: <u>Motion:</u> To authorize the Mayor to enter into a Collective Bargaining Agreement with the Orting Police Guild starting January 1, 2025 and ending December 31, 2027.				

AGREEMENT

BY AND BETWEEN

CITY OF ORTING

and the

**FRATERNAL ORDER OF POLICE LODGE 2736
(representing the ORTING POLICE GUILD)**

**Effective
January 1, 2025
Through
December 31, 2027**

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CITY OF ORTING AND
FRATERNAL ORDER OF POLICE LODGE ~~27-36~~ REPRESENTING
THE ORTING POLICE GUILD

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AGREEMENT BY AND BETWEEN CITY OF ORTING
AND
FRATERNAL ORDER OF POLICE LODGE ~~27-36~~ REPRESENTING
THE ORTING POLICE GUILD

(JANUARY 1, ~~2022~~2025 THROUGH DECEMBER 31, ~~2024~~2027)

These Articles constitute an Agreement between the City of Orting, a political subdivision of the State of Washington, hereinafter referred to as the "Employer" or "City" and the Orting Police Guild, Orting Washington, hereinafter referred to as the "Guild".

ARTICLE 1: GUILD RECOGNITION

1.1 GUILD RECOGNITION - The Employer, for all Employees in classifications listed in Appendix A and under their direct and indirect control of hiring and firing, hereby recognizes the Guild to be the exclusive bargaining agent in all matters of wages, hours and conditions for said Employees.

The language of this Section does not waive and is not a bar to the Guild's right to petition PERC for the inclusion of other classifications (new or current) in the Guild.

1.2 Temporary and provisional Employees, as defined in the City's Civil Service Rules in effect as of November 18, 2015, are not covered by this Agreement. However, no Employee who has not successfully completed a full-time, state certified Law Enforcement Academy, as recognized by WSCJTC, may work more than 1040 hours, per individual appointment, in any calendar year without mutual agreement between the Guild and the Police Chief.

1.3 EMPLOYEE DEFINITIONS – Definitions of regular full-time and part-time Employees are:

1.3.1 Regular Full-Time Employee – A regular full-time Employee is defined as an Employee who has completed the probationary period and works forty (40) hours per week.

1.3.2 Regular Part-Time Employee – Should the Employer anticipate hiring regular part-time Employees to do bargaining work, the Employer shall meet with the Guild to discuss wages and benefits.

1.4 The City agrees to not hire a temporary or provisional Employee to displace or replace a current member of the bargaining unit, unless done so upon mutual agreement between the Guild and the City on a temporary basis.

- 1.5 At any time the City, or any member thereof on behalf of the City or the City Council, inquires into the feasibility of contracting out Police Services and/or disbanding the Police Department, the City must notify, in writing, the Guild of the City's actions. If at any time, the City determines they are going to disband the Police Department, or contract with any other agency to provide any Police Services, they must provide a minimum of one (1) year's notice, in writing, to the Guild.

ARTICLE 2: GUILD MEMBERSHIP

- 2.1 **GUILD MEMBERSHIP** - No employee in the bargaining unit shall be required to become a member of the Guild as a condition of employment. It is recognized that the Guild is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not the employee is a member of the Guild.
- 2.2 The City shall notify the Guild in writing within twenty (20) calendar days of the hiring of a new Employee. The notification shall provide the Guild with the name, home address, home phone number, starting pay step and classification of the new Employee.
- 2.3 Upon the written authorization of an Employee showing the Employee's voluntary consent, and with the approval of the Guild, the City shall deduct from the wages of each Employee the fees and assessments required for membership in the Guild, as provided to the City, in writing, by the Guild from time to time. The City shall transmit each pay period said moneys to the Guild, along with the names of each Employee whose dues are transmitted. An employee may cancel their payroll deduction of dues and/or service fees by written notice to the Employer and the Union on the appropriate union cancellation forms. The cancellation will become effective on the second payroll after receipt of the notice.
- 2.4 The pay period for Employees shall be semi-monthly. Pay dates shall be no later the fifth (5th) and twentieth (20th) of each month. Should either the fifth (5th) or twentieth (20th) fall on a City recognized holiday or on a Saturday or Sunday, said pay date will be the last work day preceding the City recognized holiday or weekend. At the option of the Employee, an Employee's payroll shall be transmitted to the Employee's designated financial institution and account through the use of Electronic Funds Transfer (EFT).
- 2.5 The Guild shall hold the Employer harmless from any claims filed by any bargaining unit employee arising out of the Guild membership and payroll deduction provisions of this Agreement. If a dispute arises, the mechanism for resolution provided under Chapter 41.56 RCW will be followed.

ARTICLE 3: ENTIRE AGREEMENT

- 3.1 **ENTIRE AGREEMENT** – The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.
- 3.2 The parties acknowledge that each has had the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results

of the exercise of that opportunity are set forth in this Agreement. Therefore, the Employer and the Guild, for the duration of this Agreement, each voluntarily agree to waive the right to oblige the other party to bargain with respect to any matter not specifically referred to or covered by this Agreement, except as may be mutually agreed to.

- 3.3 APPENDIX PROVISIONS, WAGES AND CLASSIFICATIONS – The classifications, wages and department specific provisions are set forth in the attached appendices and, by reference herein, are made a part of the Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 DIRECTION OF WORKFORCE – The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Employer has not specifically abridged, delegated or modified by this CBA are retained by the Employer, including but not limited the right to contract services of any and all types. The direction of its working force is vested exclusively in the Employer. This shall include, but not be limited to, the rights to (a) direct employees; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the city; (f) determine methods, means and personnel by which such operation are to be conducted; and (g) take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not conflict with the city ordinances, personnel rules and the terms of this Agreement.
- 4.2 APPLICATION OF RULES – Rules shall be applied in a fair and equitable manner to all Employees. Rules and regulations shall be made available by the Employer in writing to all Employees.

ARTICLE 5: GRIEVANCE PROCEDURE

- 5.1 Grievance, as used herein, shall mean any dispute or controversy that may arise over the interpretation or application of an express provision of the Agreement. New hire, probationary employees are not entitled to the grievance procedure as outlined in Article 5.

5.1.1 STEP ONE - Within sixty (60) calendar days of knowledge of the occurrence the situation, condition or action giving rise to an alleged Employee grievance, the Employee affected or a Guild representative, shall present the grievance, in writing, to the Employee's immediate supervisor or the Police Chief. The written grievance shall contain the specific contract violation, a brief summary of the relevant facts, and the remedy sought by the grievant. In the event the Employee affected or a Guild representative do not present a grievance meeting these requirements within sixty (60) calendar days of its occurrence or reasonable knowledge of the occurrence, the grievance shall be invalid and subject to no further processing. The Employee's immediate supervisor or the Police Chief shall provide a written response to the Employee or Guild representative within fifteen (15) calendar

days of receipt of the grievance.

5.1.2 STEP TWO - If a settlement is not reached in Step One, ~~and the Guild Board determines the grievance is valid by majority vote,~~ a written grievance shall be presented by ~~the employee,~~ Guild or Guild designee representative to the Mayor or the Mayor's designated representative, ~~who within fifteen (15) calendar days of the date of the step one denial by the Employee's immediate supervisor or the Police Chief. In the event a written grievance is not presented within fifteen (15) calendar days of the step one denial the grievance shall be invalid and subject to no further processing. The employee, Mayor, Mayor's designee or Guild~~ may request a meeting as soon as possible, but, ~~if requested by the Guild,~~ in no event may the meeting occur later than twenty (20) calendar days after the Mayor's receipt of the request for the purpose of discussing the grievance. If a meeting between the Mayor and the employee or Guild occurs, the Mayor shall render a written decision about the grievance ~~as soon as possible~~within ten (10) days after the meeting. If a meeting is not requested, the Mayor shall render a written decision about the grievance within ten (10) calendar days following receipt of the grievance. If the matter is resolved at this stage, the Mayor or designee and the employee or the Guild shall sign a document memorializing the disposition.

5.1.3 STEP THREE ——— If a settlement is not reached in Step Two, either ~~party~~the Guild or the City may submit the matter to arbitration. The aggrieved party to this Agreement shall submit a written request for arbitration to the other party, signed by the guild president or the Mayor or their designee within twenty (20) calendar days following the completion of Step Two.

5.2 ARBITRATOR—ARBITRATION

5.1.45.2.1 For non-disciplinary matters, a mediator shall be selected by mutual agreement of the parties. Should the parties be unable to agree upon ~~an Arbitrator~~a mediator, they shall request a list of the names of seven (7) ~~Arbitrators~~Mediators from the Public Employment Relations Commission. The parties shall alternatively strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking of names shall be determined by a coin toss.

5.2.2 For disciplinary matters (defined as a dispute or disagreement regarding any disciplinary action, discharge or termination decision arising this Agreement), an arbitrator shall be selected through the Law Enforcement Arbitrator Roster maintained by the Washington Public Employment Relations Commission (PERC). The City or Guild, individually or jointly as the case may be, shall submit a written request to PERC and the PERC Executive Director shall appoint an arbitrator consistent with RCW 41.58.070.

5.1.55.2.3 The decision of the Arbitrator shall be final and binding on both parties; provided, however, the Arbitrator shall have no power to add to, subtract from or alter, change, or modify the terms of this Agreement, and the ~~Arbitrator's~~Arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

5.1.65.2.4 The cost of the Arbitrator shall be borne equally by the Employer and the Guild, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided however, if the other party requests a copy, such cost shall be shared equally.

5.25.3 TIME LIMITS - At any step of the grievance procedure, time limits may be extended by mutual written agreement of the parties.

5.35.4 ELECTION OF REMEDY - Should the effected Employee wish to appeal disciplinary action as defined in the progressive discipline Article of this Agreement, the Employee may file a petition with the Civil Service Commission in accordance with the rules of the Commission. Such petition to the Civil Service Commission waives all rights of appeal through the Guild's grievance procedure. This appeal process is not available to new hire, probationary employees.

ARTICLE 6: NON-DISCRIMINATION

- 6.1 NON-DISCRIMINATION - Any member of the Guild, acting in any official capacity whatsoever, shall not be unlawfully discriminated against for his/her acts as such officer of the Guild, nor may there be any unlawful discrimination against any Employee because of Guild membership or activities.
- 6.2 The City is an equal opportunity employer, and shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, age, sex, sexual orientation, marital status, disability or any other protected parties or class consistent with state and federal laws.

ARTICLE 7: DISCIPLINE AND DISCHARGE

- 7.1 JUST CAUSE - Disciplinary action and/or discharge shall be imposed upon an Employee only for just cause.
- 7.2 In the administration of discipline, the provisions of the Police Department Policy and Procedure Manual that relate to standards of conduct by an Employee shall apply unless contrary to or inconsistent with the express language in this Agreement.

7.2.1 DISCIPLINARY ACTIONS

Disciplinary action shall include the following:

- a. Verbal Reprimand
- b. Written Reprimand
- c. Reassignment – This applies only to reassignments based on poor performance or disciplinary actions
- d. Suspension without Pay
- e. Demotion
- f. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.

7.2.2 GUILD AND EMPLOYEE RIGHTS - The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand, and except for new hire Employees serving an initial probationary period. Employees on a promotional probationary status shall be covered and afforded all rights under this section.

The Guild member who is the subject of any investigation or inquiry, shall be entitled to Guild representation and/or legal representation at all meetings attended by the member being investigated where discipline is being considered and/or could result in any level of disciplinary action.

7.3 INVESTIGATIVE INTERVIEWS/INTERNAL AFFAIRS INVESTIGATIONS - The interview of an Employee who is the subject of an investigation or interview, concerning action(s) or inaction(s) which, if proved, could reasonably lead to any level of discipline, shall be conducted under the following conditions and procedures:

- a. Any Employee who is the subject of any investigation shall be informed in writing, with a copy to the Guild, that an investigation has been initiated; the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation. Additionally, the Employee shall be advised that they are entitled to consult with a Guild representative and/or legal representation prior to an interview. Any Employee who is subject of any inquiry may be verbally informed of such inquiry. Notice given to the Guild of the inquiry will be at the subject Employee's discretion.
- b. No investigation or inquiry may be conducted when received by an anonymous source. Any complainant must be identified by the City prior to initiating any investigation or inquiry. Once an investigation or inquiry has started, the City shall notify the Employee of the complainant's name and involvement in the alleged incident. Notice given to the Guild will be at the subject Employee's discretion.
- c. The Employee who is subject to investigation or interview shall have the right to have a Guild representative or attorney present during any interview which may reasonably result in any level of disciplinary action. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the subject Employee in the absence of a Guild representative, but during the interview the subject Employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the subject Employee shall be allowed a reasonable time, not to exceed ten (10) calendar days, in which to obtain a Guild representative or attorney.

- d. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities, or other locations as mutually agreed upon by the Employee and the City.
- e. The City may schedule the interview outside of the Employee's regular working hours, however, in that event the appropriate overtime rate and/or irregular hour's payment shall be made to the Employee. If the interview is scheduled outside of the Employee's regular working hours, the City must provide notice to the subject Employee, in writing, at least seventy-two (72) hours in advance, unless a shorter notice is mutually agreed upon by the City and the Guild.
- f. The Employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the Employee is entitled under State or Federal laws.
- g. The Employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.
- h. During an interview, the Employee shall be entitled to such reasonable intermissions as the Employee may request for personal physical necessities.
- i. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the Employee that is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the Employee about information that is developed during the course of the interview.
- j. If the Police Department records the interview, a complimentary copy of the complete recorded interview of the Employee who is subject to the investigation or interview, noting the length of all recess periods, shall be furnished to the Employee upon the subject Employee's written request. If the interviewed Employee is subsequently charged with misconduct, upon the written request of the subject Employee or the Guild, the City shall provide a complimentary copy of any recordings to the Guild on behalf of the Employee.
- k. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
- l. The Employee and the Guild shall be advised within a reasonable period of time, not to exceed three (3) business days, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.
- m. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

7.4 NOTICE AND OPPORTUNITY TO RESPOND - Upon reaching the conclusion that just cause exists to discipline an Employee with a reassignment, or a suspension without pay,

or a demotion, or discharge, the Chief of Police or his/her designee shall provide the Employee and the Guild/Attorney with the following prior to the administration of discipline:

- a. A copy of all materials part of or related to the investigation upon which the allegation(s) or charge(s) are based.
- b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated.
- c. What disciplinary action is being considered.
- d. Copies of previous documented disciplinary actions identified in Section 7.2.1 above.

7.4.1 **EMPLOYEE'S RESPONSE** - The affected Employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) in writing, normally within seventy-two (72) hours of receiving the information and materials provided by the City in Section 7.3 above, provided the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Chief or his/her designee.

7.4.2 **PRE-DISCIPLINARY MEETING** - If the Employee and/or the Guild chooses to respond orally, an opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or his/her designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time, and place shall be given, in writing, to the Employee and the Guild. This meeting shall be informal. The Employee and the Guild shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

7.4.3 **CITY'S DECISION** - Within a reasonable time, but not to exceed thirty (30) calendar days from the date of the Pre-Disciplinary meeting, the Chief of Police or his/her designee shall issue a written decision imposing discipline, exonerating the Employee, or taking such other action deemed appropriate.

7.5 **POLYGRAPH TESTS** – No Employee shall be required to take or be subjected to any polygraph as a condition of continued employment.

7.6 **SUBSTANCE ABUSE TESTS** – No Employee, except those Employees required by state or federal law, shall be required to take or be subjected to any random alcohol or drug testing as a condition of continued employment. Testing with probable cause is permissible under this section.

7.7 **USE OF DEADLY FORCE SITUATIONS** –An Employee using deadly force while exercising authority as a Police Officer shall be allowed to consult with a Guild representative or attorney, prior to being required to give an oral or written statement about the use of deadly force. Such right to consult with a representative or attorney shall not

delay the giving of the statement more than seventy-two (72) hours.

ARTICLE 8: BULLETIN BOARDS

- 8.1 BULLETIN BOARDS - The Employer agrees to provide suitable space for the Guild to place a bulletin board. Postings by the Guild on such boards shall be confined to official business of the Guild.

ARTICLE 9: GUILD OFFICIAL TIME OFF

- 9.1 GUILD OFFICIALS TIME OFF - Guild officials who are Employees in the bargaining unit (officer, executive board member, or member of the negotiating team), shall be granted reasonable paid time off to conduct Guild business provided: the number of Employees allowed time off for negotiations shall be limited to three, otherwise the number of Employees allowed time off at any one time shall be limited to two and the Guild officials may conduct Guild business during his/her shift, provided it does not interfere with the necessary operations of the department. Guild business includes, but not limited to, grievance-related meetings and hearings, negotiations, discipline-related meetings and hearings, other labor-management meetings with the City and the attending of any public meetings held by the City.

9.1.1 EDUCATIONAL CONFERENCES – Members of the Guild, including support Employees, may be granted leave from duty with pay (not to be taken from any of the Employee’s leave banks) to attend Guild sponsored educational conferences; provided, however, no additional expense is incurred by the Employer, and when such attendance has been determined by the Chief of Police as a positive benefit to the Employer. If the benefit to the Employer is not positive, then such attendance shall be on the Employee’s own time, with no expense to the Employer. The total time permitted for educational conferences shall not exceed four (4) working days annually. Employees shall not accrue overtime.

ARTICLE 10: INSPECTION PRIVILEGES

- 10.1 INSPECTION PRIVILEGES - Authorized agents of the Guild shall have access to the Employer’s establishment during working hours for the purpose of assisting with disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Department's working schedule and with prior approval of the Chief of Police.

ARTICLE 11: SICK LEAVE

- 11.1 SICK LEAVE - Employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of employment, to a maximum of nine hundred-sixty (960) hours. Employees are eligible to use accrued paid sick leave ninety (90) days after starting employment. The accrual year is January 1 to December 31.
- 11.2 PAYOUT OF SICK LEAVE - Pay-out shall be based on an accumulation of unused sick leave to a maximum of nine hundred-sixty (960) hours. Employees shall be compensated

at their regular ~~hourly~~ rate of pay in effect when permanently separated from employment in accordance with the following schedule:

11.2.1 DEATH - If an Employee dies from a line-of-duty death, the Employer will pay out one hundred percent (100%) of the Employee's accrued sick leave.

11.2.2 PERMANENT RETIREMENT DUE TO DISABILITY - If an Employee is disabled and unable to work in any capacity due to an injury sustained in the line-of-duty for the Employer, the Employer will pay out ~~fifty~~ one-hundred percent (~~50~~100%) of the Employee's accrued sick leave.

11.2.3 PERMANENT RETIREMENT - If an Employee retires from the City with 20 years of service with the City, the Employer will pay twenty-five percent (25%) of the Employee's accrued sick leave.

11.3 USAGE – Employees may use their accrued, unused paid sick leave hours to care for themselves or a family member for:

- Mental or physical illnesses, injuries, or health conditions;
- Seeking medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
- Preventive medical care.

Sick leave is also authorized for health-related (as determined by public official) work site closures, and Employee's child's school/daycare health-related closures. An Employee may also use authorized sick leave if the Employee or Employee's family member is a victim of domestic violence, sexual assault, or stalking including seeking legal or law enforcement assistance under the Domestic Violence Leave Act – Chapter 49.76 RCW.

“Family member” is defined as:

- Child, regardless of age or dependence
 - Includes: biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent
- Parent, including spouse's parent(s)
 - Includes: biological, adoptive, de facto, foster, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child
- Spouse and registered domestic partner
- Grandparent
- Grandchild
- Sibling

Incremental use of sick leave is allowed for all of the aforementioned reasons and may be taken in one hour or less increments.

11.3.1 Employees may be granted one (1) day off with pay for the death of their pet to

be charged against sick leave.

- 11.4 NOTIFICATION - An Employee on sick leave shall notify the Chief or his/her designee of the requested sick leave as soon as possible and prior to the beginning of the Employee's scheduled shift unless it is not practicable to do so. If the requested leave is foreseeable, the Employee shall provide ten days' advance notice or as much advance notice as practicable.

11.4.1 Should the sick leave continue beyond three (3) consecutive shifts, and if required by the Chief or his/her designee, the Employer can require that the Employee provide a note from a health care provider. If an employee believes that verification will result in an unreasonable burden or expense, he or she must provide a ~~verbal or~~ written statement that (i) the leave was for an authorized purpose; and (ii) the verification requirement would cause an unreasonable burden or expense.

11.4.2 Employees who are injured in the line of duty and covered under the Worker's Compensation Law shall:

- i. First be offered light duty and/or accommodated work. The employee will assist the Employer in searching for and accepting any alternative or light duty work the employee is able to perform.
- ii. If unable to perform light duty or return to work per the employee's attending physician, the employee will be granted a leave of absence and shall remain in a kept-on-salary status for up to twelve weeks.
- iii. Following the initial 12 weeks of leave the employee shall utilize sick leave benefits to supplement such Workers' Compensation benefits in an amount sufficient to equal the employee's regular rate of pay during the period of temporary disability, provided, however, such supplementary benefits shall not be paid in excess of the accrued sick leave credited to the employee. Once eligibility for payment under Workers Compensation has been approved by the State, the employee shall endorse his/her state benefit check to reimburse the City for wages paid during the employee's absence and such endorsement shall cause reinstatement of proportional hours to employee's sick leave accrual bank.
- iv. The City shall transfer a worker's compensation claim to a lost wages status following the exhaustion of all sick leave. The Employer will continue medical benefits at the current coverage for an employee on workers compensation leave for up to nine (9) months. The leave of absence may be extended further by the Chief of Police or his or her written designee on a case by case basis. The City maintains the right to send the injured employee to an independent medical exam (IME) at three (3) months and (6) months of leave to confirm progress towards recovery and expectation of return to work before the exhaustion of leave period. If recovery is expected to exceed the remaining available leave parties will work toward medical separation and/or medical retirement.
- v. DISABILITY TEMPORARY OR PERMANENT – Whenever any member of the Guild is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his or her duties, he or she shall become entitled

to, regardless of his or her period of service with the City, a leave of absence while so disabled for the period of disability, not to exceed nine months or until a disability retirement under LEOFF is granted, whichever is shorter. The leave of absence may be extended further by the Chief of Police or his or her written designee on a case by case basis.

~~11.4.2~~11.4.3 Employees who are on leave with pay and benefits who simultaneously receive compensation under the Worker's Compensation Law or other insurance plan paid for by the Employer, shall receive, for the duration of such leave, compensation for only their regular salary and benefits. Any compensation received from insurance the Employer contributes to, above and beyond the Employee's regular pay and benefits, shall be returned to the Employer. ~~Leave of the nature described in this paragraph will not be charged against any of the Employee's accrual banks.~~

11.4.4 Medical leave exceeding four (4) weeks will require the return of all city property and equipment until such time as the employee returns to work.

~~11.4.3~~11.4.5 Any discrimination or retaliation against an Employee for lawful exercise of paid sick leave rights is prohibited. Employees will not be disciplined for the lawful use of paid sick leave. If an Employee believes he or she is being discriminated or retaliated against, promptly contact Scott Larson at: slarson@cityoforting.org.

If the Employee is not satisfied with the response, the Employee may contact the Washington State Department of Labor & Industries online at:

www.Lni.wa.gov/WorkplaceRights

Call: 1-866-219-7321, toll-free

Email: ESgeneral@Lni.wa.gov

~~11.4.4~~11.4.6 If the Employee separates from the City after the date of this Agreement and is rehired within 12 months of the separation, the 90-day waiting period prior to use of paid sick leave is not imposed, and the City will reinstate the Employee's accrued, unused paid sick leave up to 40 hours.

11.5 FAMILY LEAVE - The Employer shall comply with all state and federal Family Leave Acts as presently set forth or hereinafter amended.

ARTICLE 12: BEREAVEMENT LEAVE

12.1 BEREAVEMENT LEAVE - In the event of the death of an Employee's immediate family members, up to three (3) days off with pay shall be granted as bereavement leave. Additional leave time, which will be charged as sick, vacation, or compensatory time previously earned, at the Employee's discretion, may be granted at the discretion of the Chief or his/her designee. "Immediate family" shall include parents, siblings, spouse, spouse equivalent, child (including step-child, foster child or legally adopted child), mother-in-law and father-in-law, and/or grandparents.

ARTICLE 13: VACATION

13.1 VACATION – Regular full-time employees shall earn vacation time per their total length of service to the City on the following basis:

<u>Service Years</u>	<u>Hours per pay period:</u>	<u>Hours per year:</u>
1 through 4 years’ service	4 hours	96 hours
5 through 7 years’ service	5 hours	120 hours
8 through 10 years’ service	6 hours	144 hours
11 through 13 years’ service	6.34 hours	152 hours
14 through 16 years’ service	6.67 hours	160 hours
17 through 19 years’ service	7 hours	168 hours
20 through 24 years’ service	7.34 hours	176 hours
24+ years’ service	8.34 hours	200 hours

13.2 Employees may accumulate a maximum of two hundred forty (240) hours of vacation. Any vacation accrued but not taken, that is in excess of two hundred forty (240) hours, shall be paid to the Employee at his/her current regular rate of pay.

13.3 Any Employee separated from service with the City for any reason, shall be paid for their accrued vacation pay at the time of separation. This balance will be based on their last day of employment with the City and will be paid out at the Employee’s current regular ~~hourly~~ rate of pay at the time of separation.

13.4 The Employee shall choose vacation time in order of classification seniority. Where an Employee chooses to split vacation into two (2) or more periods, no second or third choice may be made until all other Employees have made their first selection or second selection respectively. The Employer will post a department vacation roster on or about December 15th, and will reserve the right to make final changes or modifications depending on bona fide operational requirements.

ARTICLE 14: HOLIDAYS

14.1 The following holidays shall be recognized as paid holidays:

New Year’s Day	Veteran’s Day
Martin Luther King Day	Thanksgiving Day
President’s Day	Day-after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Fourth of July	New Year’s Eve
Labor Day	

14.2 Employees shall receive ten (10) hours of holiday pay, at the employee’s regular rate of pay for each of the holidays- listed in 14.1. On the pay period in which the holiday is observed the City will credit each Employee’s Holiday bank with ten (10) holiday hours for each holiday observed in that respective pay period to a maximum accrual balance of

~~eighty (80) hours. On January 1st of each year, the City will credit each Employee's Holiday bank with one hundred thirty (130) holiday hours. If the employee leaves service before the year is complete, they will reimburse the City a prorated share of the holiday hours. New Employees will receive holiday maximum of eighty (80) hours of holiday pay.~~

14.2.1 Any holiday ~~pay~~hours accrued ~~but not taken, that is~~ in excess of eighty (80) hours; shall be paid out to the ~~Employee~~employee at his/her ~~current regular straight-~~time~~their regularly~~ -rate of pay during the ~~first payroll of January in which the maximum~~ accrual is exceeded. A maximum of (80) hours Holiday accrual may be carried over year to year.

14.2.2 Holidays shall not accrue in advance.

14.2.3 Holiday hours may not be converted into compensatory time.

14.3 To be eligible for holiday pay an employee must be employed in a paid position both the day before and the day after the holiday.

~~14.3~~14.4 If an employee works a regularly scheduled shift on a holiday, as listed in 14.1, the employee shall be compensated at the rate of one and one-half (1½) times the employee's regular ~~hourly~~ rate of pay for ~~working the hours worked of~~ their ~~regularly~~-scheduled shift. An employee who works ~~non-mandated~~ overtime during one of the above listed holidays shall receive two and one-quarter (2¼) times the employee's regular hourly rate of pay.

~~14.4~~14.5 Upon separation of employment an Employee shall be paid out for all accrued, ~~but~~ and unused Holiday time at the employee's current regular rate of pay.

ARTICLE 15: WAGES

15.1 WAGES - Employees covered by this Agreement shall be compensated in accordance with the wage schedule set forth in Appendix A to this Agreement. For definition purposes in this Agreement, "base rate of pay" is the rate at which each Employee is paid according to the wage matrix without including any incentives or premium pay. "Regular ~~hourly~~ rate of pay" ~~and "Regular pay rate" are synonymous to each other and are is~~ the rate at which each Employee is paid that is inclusive of the base rate of pay in the wage matrix and adding any and all applicable premium pays, incentives, and longevity (i.e. SRO pay, education incentive, longevity, etc.). Regular rate of pay does not include overtime wages.

15.2 An employee separating from service as to become a "qualified retired law enforcement officer" (the term "qualified law enforcement officer" means an individual who retired in good standing from service with a public agency as a law enforcement officer, other than for reason of mental instability.) with fifteen (15) or more years of service as Commissioned and/or Certified Police officer and the last seven (7) or more years of service to the Orting Police Department, who meets LEOFF eligibility requirements to receive retirement benefits and the requirements under Public Law #108-277 for Retired Law Enforcement Officer will receive a retiree badge, identification card from their last duty assignment served, and their duty weapon at retirement, pending the employee signed release of liability and completion of all firearms transfer paperwork as required by RCW

9.41.113. Any fees associated with the processing of firearms transfer paperwork shall be borne by the City.

15.3 The employer will match 100% of the employee's contribution to the qualified deferred compensation plan for a total maximum City contribution of 2.5% of the base wage as listed in Appendix A for guild members.

ARTICLE 16: UNIFORMS & EQUIPMENT

16.1 UNIFORMS - The Employer shall provide Employees with all clothing and uniforms as may be required by the Police Chief. The City will provide the following items for all Employees, including but not limited to:

2 Jumpsuits	1 Class "A" Uniform (pant, shirt, tie and tie bar)
1 Pair of Boots	1 Class "B" (soft) Uniform (short or long sleeve shirt and pant)
1 Utility Jacket	1 Ballistic Vest
Service Weapon	Service Weapon Holster
Ammunition Cases	Utility Belt and Accessories
OC Spray	2 set of Handcuffs and Handcuff Keys
Baton, PR-24, or A.S.P.	1 Taser and Taser Holster
Patrol Rifle	Back-up Firearm

16.2 The Employer shall provide each Employee with all uniforms and equipment required by changes or additions to City policy as required by the Police Chief.

16.3 Any uniform or equipment item authorized by the Chief which becomes damaged in the line of duty through no fault of the Employee shall be replaced by the City.

16.4 Upon termination for any reason, the Employee shall return all clothing, uniforms, and equipment issued and authorized by the Chief.

16.5 Each full time Employee may use an automated car wash service to clean their patrol vehicle, once during each of their scheduled 40-hour work weeks. This can be performed at gas stations that will take the patrol vehicle's gas card as payment for the car wash.

The City reserves the right to hire a vehicle cleaning service in lieu of paying the cleaning allowance set forth above. If the City exercises this option, the City will notify the Guild and involve the Guild negotiators in the change to the vehicle cleaning service.

ARTICLE 17: HEALTH AND WELFARE

17.1 ~~2022-2023-2024~~2025-2026-2027 MEDICAL HEALTH PLANS -- The medical plan will be "LEOFF Health and Welfare Trust - Plan ~~FXF~~". The Employer will cover one hundred percent (100%) of the premiums for Employee only. Any subsequent amount above and beyond the rate for the Employee only will be shared at a percentage split. The Employer will pay ninety percent (90%) of the additional premiums and the Employee will pay ten percent (10%) of the additional premiums. If the medical plan costs increase year-over-

year more than 8%, the Employee will cover all medical costs over the 8% increase. The formula to be used to calculate the Employee's premium costs if the plan is over 8%, will be to first subtract out the cost to cover the Employee, which will be paid by the Employer, and then the Employee will be solely responsible for any additional premium costs that are above the 8% increase for that year only. The following year will reset to the above percentage split of ninety (90%) paid by Employer and ten percent (10%) paid by the Employee. This reset will also be subject to the Employer covering all insurance premium increases up to, and including 8%.

- 17.2 ~~2022-2023-2024~~2025-2026-2027 DENTAL AND VISION PLANS – The dental and vision plans are offered through “Washington State Council of County & City Employees”. The plans will be “Dental Plan - X (Ten)” and “Vision Care Plan - 1”. The Employer will pay 100% of the premiums for the Employees and their dependents.
- 17.3 EMPLOYEE ASSISTANCE PROGRAM – The Employer shall make available the AWC Employee Assistance Plan (EAP) for all full-time Employees, and shall continue to pay one hundred (100%) percent of the premium. No information obtained through the EAP may be used against the Employee in any investigative or disciplinary action, nor may it be required to be provided as a condition for continued employment.
- 17.4 LONG-TERM DISABILITY – The Employer shall make available the AWC Plan B long-term disability program underwritten by Standard Insurance Company for all full-time Employees. The Employer shall continue to pay one hundred percent (100%) of the premium.
- 17.5 LIFE INSURANCE – The Employer shall make available the AWC Life Insurance policy in the amount of ten thousand dollars (\$10,000) for all full time Employees. The Employer shall continue to pay one hundred percent (100%) of the premium.
- 17.6 GYM MEMBERSHIPS – In an effort to promote better physical health, to help reduce illness, injury, and insurance costs, the City recognizes the importance of exercise.
- 17.6.1 – The City will reimburse Employees up to a maximum of twenty dollars (\$20) per month for a gym membership. The Employee must notify the City, in writing, within fourteen (14) days of any cancellation or change in membership pricing.
- 17.6.2 – The City may attempt to contract a group rate at a local gym. The location of said gym will be mutually agreed upon by the City and the Guild. Should the City and Guild mutually agree upon a contracted group rate and gym, the Employees may be required to obtain a gym membership at said gym to be eligible for gym membership reimbursement.
- 17.6.3 – The City may also attempt to provide an adequate gym and/or workout facilities in lieu of sub-sections 17.6.1 and 17.6.2. The City and Guild will meet to negotiate location and minimum requirements pertaining to facilities and equipment.

~~17.7 – DISABILITY TEMPORARY OR PERMANENT – Whenever any member of the Guild is disabled, whether temporarily or permanently, by injury or illness arising out~~

~~of and in the course of his or her duties, he or she shall become entitled to, regardless of his or her period of service with the City, a leave of absence while so disabled for the period of disability, not to exceed six months or until a disability retirement under LEOFF is granted, whichever is shorter. During the disability period, the member will continue to receive all contracted wages and benefits.~~

~~17.8~~17.7 Voluntary Employees' Beneficiary Association Plan (VEBA) – [Placeholder Language] City and Guild will work together to establish a VEBA, but it is understood that the City will not participate in funding.

ARTICLE 18: HOURS OF WORK AND OVERTIME

18.1 WORK WEEK – The work week shall consist of forty (40) hours with four consecutive ten (10) hour shifts followed by three (3) consecutive days off. Shift schedule rotations should occur on the first day of April and October each year. These dates may be modified or extended by mutual agreement between the Guild and the Employer. Bidding rules are to be determined by the Guild. The bid process shall begin no later than February 15th for the April rotation and August 15th for the October rotation.

Any work performed in excess of ten (10) hours per day or forty (40) hours per week shall be compensated for at the rate of one and one-half (1½) times the Employee's regular rate of pay. The use of vacation, holiday, sick leave and compensatory time shall, for the purposes of overtime calculations, constitute hours worked.

18.1.1 In the event that twelve (12) hour shifts are implemented, any work performed in excess of twelve (12) hours a day or forty (40) hours per week will be negotiated between the Employer and the Guild.

18.1.2 Overtime shall be offered to regular Employees first and will only be offered to Reserve Officers as defined by Chapter 10.93.020 (5) RCW if the overtime shift is not filled by a regular, full-time Employee. A regular, full-time Employee has the ability to bump a Reserve Officer that has signed up for an overtime shift up to seventy-two (72) hours before the scheduled overtime shift. Reserve Officers may not bump a full-time Employee. If a full-time Employee cannot work an overtime shift for which they have signed up, if time allows, it must be re-offered to full-time Employees again before such shift is offered to Reserve.

18.1.3 An Officer may bump another Officer for overtime under the following rules:

- a. The bumping Officer provides at least seventy-two (72) hours' notice, in writing via email, to the original Officer, unless mutually agreed upon by both Officers, and;
- b. The bumping Officer has less overtime worked year-to-date than the Officer that is being bumped. "Less overtime worked year-to-date" is determined by an updated log as noted in 19.1.4, and does not include overtime signed up for, or overtime worked after the most recent overtime log has been posted.

18.1.4 The Employer will maintain and release an updated log at least once per month showing the amount of year-to-date overtime worked by each Employee. This log will be updated and published by the fifth (5th) and twentieth (20th) of each month. The log will reset at zero (0) hours for each Employee every January 1st.

18.1.5 Full-time Employees, while driving to and/or from a work shift, function or other assignment, shall be deemed as on-duty for L&I purposes, regardless if the drive time is before or after the actual shift, function or other assignment's designated hours.

18.1.6 In the event that an Employee's scheduled shift is changed with less than forty-eight (48) hours' notice, the Employee shall work the new shift and all hours worked outside of the hours the Employee was originally scheduled to work shall be paid at the Employee's overtime rate of pay or in compensatory time off, at his/her discretion.

18.2 OFF-DUTY CALLBACK - Personnel called back to duty after the completion of a shift shall receive three (3) hours minimum pay at the Employee's overtime rate of pay. An extension to either the beginning or end of a normal shift does not constitute a callback and does not qualify for the minimum of three (3) hours of callback pay. If an Employee is called out during a scheduled vacation, their compensation shall be a minimum of four (4) hours at one and one-half (1½) times their regular ~~hourly~~ rate of pay.

18.2.1 Department-wide Meetings. Department-wide meetings are not subject to callback minimums as set forth in Section 18.2 above, and Employees required to attend department-wide meetings will be paid at their appropriate rate of pay for the actual time spent in a Department-wide meeting. Training for all Employees of the Department may be conducted during department-wide meetings. Employees attending department-wide meetings during their normal scheduled time off shall be compensated at one and one-half (1½) times that Employee's regular ~~hourly~~ rate of pay. Employees shall be compensated at not less than two (2) hours minimum overtime pay. The two (2) hours minimum overtime pay is not subject to those Employees who have come in prior to the start of their shift, or are extending their shift for the training.

18.2.2 Off-duty callback time is determined as times when an immediate and/or emergent need for staffing occurs through no foreseeable action of the City (i.e. high priority call, on-duty Officers need additional units, the City is suddenly left uncovered due to a high priority call tying up all other available resources for an extended period of time, etc.). Supervisors called out due to required Supervisor notifications are also classified as off-duty callback and not as mandatory overtime.

18.3 MANDATORY OVERTIME – Employees mandated to work overtime on non-holidays, shall be compensated at two (2) times their regular ~~hourly~~ rate of pay. An Employee mandated to work overtime on a holiday during one of the holidays as listed in Section 14 shall receive two and one quarter (2.25) times the Employee's regular ~~hourly~~ rate of pay. Employees mandated to work overtime shall receive three (3) hours minimum pay at the Employee's mandatory overtime rate of pay.

Mandatory overtime is defined as, but not limited to, shift coverage for minimal staffing

when not covered by voluntary overtime, and City functions requiring additional Police staffing (i.e. Daffodil parade, Red Hat Days, King's Men, etc.). Required court appearances, whether via phone or in person, are not considered as mandatory overtime. Court appearances will fall under the off-duty callback rules, unless the Employee was provided less than twenty-four (24) hours' notice of such hearing, in which case it would be deemed as mandatory overtime.

Department-wide and/or individual training (including travel days), or shift extensions of normally scheduled shifts due to call load/paperwork, shall not constitute mandatory overtime. Shifts that are adjusted as mutually agreed upon by the Employee and the Employer do not constitute mandatory overtime. Shifts that are traded and mutually agreed upon between two Employees does not constitute mandatory overtime.

18.4 COMPENSATORY TIME - Compensatory time up to eighty (80) hours at the applicable rate, may be accrued at the Employee's discretion to be taken at a mutually agreeable time.

18.4.1 Compensatory time accumulated ~~beyond in excess of~~ eighty (80) hours shall be ~~given paid out~~ to the Employee ~~either in compensatory time off or pay~~ at the ~~applicable employees current regular~~ rate ~~at of pay in~~ the ~~Employer's discretion pay period~~ ~~it was accumulated~~.

18.4.2 An Employee may accrue more than eighty (80) hours of compensatory time in preparation of an extended period of leave, if mutually agreed upon by the Employee and the Employer.

18.5 Except in emergencies, the Employer shall post the new shift schedules seventy-two (72) hours in advance of said shift change. Any shift change which is mutually agreed upon shall not apply to this section.

~~18.6 SRO COMPENSATORY TIME - The person assigned and acting as the SRO per Article 20 shall be allowed to accumulate Compensatory Time, without limit, into an SRO Comp Time bank for overtime hours as part of their SRO duties. Any SRO Compensatory Time over forty (40) hours earned but not taken by August 31st will be paid out during the first payroll in September. Regular overtime hours not associated with SRO duties shall be saved as regular Compensatory Time in accordance with the CBA and subject to the limitations of the CBA.~~

ARTICLE 19: OUT OF CLASS PAY

19.1 ACTING PAY - Employees who are formally assigned the work of a higher paid classification shall be paid a five percent (5%) premium while so acting. However, such person shall not be paid in the higher wage classification until the Employee has worked one (1) shift at the higher classification. If any such Employee works the above amount or more at the higher classification, he/she shall be paid the proper pay scale beginning with the first day so assigned.

ARTICLE 20: PREMIUM PAY

20.1 EDUCATIONAL PREMIUM -- Employees having a degree in a job-related field shall be paid a monthly premium based on their base monthly wage. An Employee can only receive one educational premium based on their terminal degree. The premium is based on the following table:

Associate's Degree	2.5%
Bachelor's Degree	5.0%
Master's Degree	7.5%

20.2 ~~SCHOOL RESOURCE OFFICER (SRO) STIPEND~~ ASSIGNMENT PAY – Employees assigned ~~and acting as a School Resource Officer~~ by the Chief of Police to the following assignment(s) shall receive ~~a stipend~~ an incentive of three percent (3%) of their ~~regular rate of pay~~ base rate of pay. Employees may only be acting in one (1) assignment at a time. The following assignments are currently considered eligible for this premium:

- School Resource Officer (SRO)
- Tactical Response Team (TRT)

20.2.1 SPECIAL ASSIGNMENT PAY – Employees ~~who are~~ shall be paid a premium of 3.0% above their base rate of pay for hours assigned and acting in ~~their~~ special assignment (as determined by the Police Chief) ~~shall be paid a premium of 3.0% above their regular rate of pay.~~ Employees may only be acting in one special assignment at a time. The Police Chief may add additional Special Assignments based on the needs of the department. The following assignments are currently considered as eligible for a premium:

- Drug Recognition Expert (DRE)
~~Language Certification*~~
- ~~FAA licensed sUAS Pilot~~
- ~~Weapons Instructor~~ to include Less Lethal Instructor
~~Tactical Response Team~~
- ~~Defensive Tactics Instructor~~
- ~~EVOC Instructor~~
- ~~Hostage/crisis negotiator~~

20.3 *LANGUAGE PAY - Employees that have documented fluency in Russian, Ukrainian, Spanish, Cantonese, Mandarin ~~or~~ Vietnamese and/or American Sign Language (ASL) shall be paid a premium of ~~3~~ 1.0% above their ~~regular~~ base rate of pay and may be asked to assist in instances their communication skills would be helpful. An Employee shall be paid a maximum premium of 2.0% above their base rate of pay when they have documented fluency in two or more foreign languages as noted above in this section. NOTE: The City and Guild will work to together to find a third party to verify a conversational level of fluency before this premium is eligible. Verification of conversational fluency may be required not more than every two years to continue earning the Language Certification premium.

20.4 FIELD TRAINING OFFICER STIPEND - Employees assigned and acting as a Field Training Officer (FTO) by the Chief of Police for a regular shift shall receive ~~an additional hour~~incentive pay equivalent to one and one-half (1½) hours of ~~compensation at the Employee's regular Overtime rate.~~employee's regular rate of pay for each shift assigned as FTO.

20.5 LONGEVITY - Longevity pay shall be added to the Employee's base pay according the following schedule:

Length of Service	Rate of Longevity Pay
Laterals	One (1) year of full time Police Officer service shall compute to one (1) year toward City longevity pay up to a maximum of five (5) years.
85 years of service	2.0%
13 10 years of service	3.0%
18 15 years of service	4.0%
23 20 years of service	5.0%

ARTICLE 21: RECORDS RETENTION

21.1 The Employer may take disciplinary action of any Employee for just cause, but no Employee shall be discharged or suspended unless a written warning notice shall previously have been given to such Employee of a complaint against the Employee concerning work conduct, except that no such prior warning notice shall be necessary if the cause for discharge or suspension is for serious misconduct.

21.2 The complaint specified in such prior written warning notice shall be for the same type of misconduct as the cause for disciplinary action.

21.3 Any document which may relate to disciplinary action shall be signed by the affected Employee prior to placement of such document in the Employee's personnel file. Items not bearing such signature shall have no evidentiary value in a disciplinary hearing. If the Employee refuses to sign, his/her Guild representative shall sign on the Employee's behalf as a witness.

21.4 The provisions of this Article (with the exception of sections 21.3 and 21.5) shall not apply to new hire, probationary Employees, but shall apply to promotional probationary employees.

21.5 The City shall notify, in writing, any Employee of any third-party dissemination of personnel records (including but not limited to employment documents, investigative files, disciplinary actions, etc.). This notification shall take place prior to the City disclosing any of the requested information (this provision may slow down your ability to obtain a loan if the Employer is requested to complete a questionnaire related to your employment). The

intent of this section is not to prevent the disclosure of any information, but only to provide timely notification to the affected Employee so they may seek to obtain a court ordered injunction if they deem it necessary. This does not pertain to records requests for background checks pursuant to the affected Employee having sought other employment.

21.6 The intent of this Article is to follow the current records retention laws as established in the Revised Code of Washington.

21.7 Pursuant to SB 5051 and RCW 40.14.070.4 – all disciplinary records, to include all misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching documents, suspensions, involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth in RCW 43.101.095 (peace and Corrections Officer Certification) and RCW 43.101.135 (Notice to Criminal Justice Training Commission of peace or corrections officer termination), shall be maintained for the duration of the officer's employment and a minimum of 10 years thereafter.

ARTICLE 22: PROBATION / SENIORITY / PROMOTIONS / LAYOFF

22.1 **PROBATION** - For newly hired entry-level Employees with no prior Reserve Officer experience, probationary employment will be in effect while waiting for attendance to, and during attendance at, the Basic Law Enforcement Academy (BLEA) and may continue for up to twelve months post successful completion of field training. An individual hired as a lateral officer is subject to twelve months of probationary status employment post the completion of field training. Any individual who is hired as a Full Time Police Officer and is, at the time of being hired 1) an Orting Police Reserve Officer in good standing, and 2) has successfully completed their Reserve Officer Field Training with the Orting Police Department, will be deemed to have successfully completed their probationary period **WITH THE EXCEPTION** of the period of time from their date of hire as full time until they have successfully completed the Basic Law Enforcement Academy. An individual in probationary status is subject to discipline/termination without the benefit of union security. The probationary status of an individual may be reduced/terminated by the Chief of Police at his/her discretion.

22.2 **SENIORITY** - Seniority shall consist of length of continuous service with the Employer and shall begin accruing on the Employee's most recent date of full-time hire or promotion.

Seniority shall not be lost because of absence due to reinstatement, illness, injury or authorized leave of absence. Seniority shall also not be lost due to a temporary lay-off of not more than sixty (60) days. A seniority list shall be posted in a conspicuous place by the Guild on or about January 1st of each year.

22.3 **PROMOTIONS** - Promotion to a higher job classification shall be determined by the rules of the City of Orting Civil Service Commission.

There shall be a minimum of two full-time Supervisory positions filled at all times. The Chief is not to be considered as one of the required Supervisory positions. Should one or both Supervisory positions become vacant, then they will be filled with temporary/acting

Supervisors until such time as they can be filled. The Employer will make a good faith effort to ensure any vacant positions are filled as soon as reasonably possible. Temporary/acting Supervisors are not to be used to intentionally avoid promoting full-time supervisors. It will not be considered a violation of this section for the City to use Temporary/acting Supervisors when the promotion process has been delayed due to circumstances beyond the City's control. Examples of these delays include, but are not limited to, those seen during natural or manmade disasters, delays caused by the Civil Service Commission's administration of its own process, delays caused by the Civil Service Commission's failure to produce a certified list when requested, delays caused by a list being canceled or stricken at the request of the City based upon a bona fide fatal flaw in the administration or results of the testing process, delays while the appointing authority is waiting for the Civil Service Commission to certify lists, for the Civil Service Commission to re-administer a promotional test, or when a test or resulting list is challenged or under appeal. At no time shall the City have a vacant full-time Supervisor position without having named a Temporary/acting Supervisor to cover for that vacancy. Temporary/acting Supervisors are subject to out of class pay premiums.

When a vacancy or new position is created, a notice of such vacancy or new position shall be posted on a bulletin board for a period of five (5) working days.

- 22.4 LAYOFFS / RECALL FROM LAYOFFS - In the event of a reduction in the workforce, Reserve Officers will be laid off prior to any layoff of a regular, full-time Employee. If further reduction in the workforce is required, the Employer shall lay off the Employee with the least seniority within the classification from which the layoff occurs. Employees who have promoted from a previous position may bump back to the classification from which they were promoted.

Employees shall be recalled from layoff in reverse order of their layoff, provided the Employee is qualified to perform the duties previously assigned. An Employee who is not recalled within twenty (24) months of the layoff shall lose all recall rights.

ARTICLE 23: LABOR-MANAGEMENT COMMITTEE

- 23.1 LABOR MANAGEMENT – The Employer and the Guild agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Guild and the Employer require consideration. To accomplish this objective, the Employer and the Guild agree that no more than two (2) duly authorized Employee representatives of the Guild shall function as one-half (1/2) of a Labor-Management Committee, the other half being no more than two (2) representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

Should the Guild and Employer mutually agree to change, add, or delete any provision of this agreement, such change shall be set forth in an Appendix to this Agreement.

ARTICLE 24: STRIKES OR LOCKOUTS

24.1 During the term of this Agreement, neither the Guild nor any Employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slow-down, work stoppage, interruption of work strike of any kind, including a sympathy strike, against the Employer. The Guild and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slow-downs, or stoppage of work. The Employer may discipline or discharge any Employee who violates this Article. This remedy shall not be exclusive of any other remedy available to the Employer. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its Employees. Both the Employee and Employer shall comply with State Law as prescribed by the Revised Code of Washington 41.56.120 and 41.56.490.

ARTICLE 25: SAVINGS CLAUSE

25.1 SAVINGS CLAUSE - If any Article or Section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article and Section held invalid shall be modified as required by law or the court of competent jurisdiction, or shall be negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the parties agree to be bound by the position of a court of competent jurisdiction, or a court agreed to by the parties.

ARTICLE 26: EFFECTIVE DATE AND DURATION OF AGREEMENT

26.1 This Agreement, effective January 1, ~~2022~~2025, shall remain in full force and effect until December 31, ~~2024~~2027.

DATED this _____ day of _____, 2024

CITY OF ORTING

ORTING POLICE GUILD

Joshua Penner, Mayor

Zachary Kenyon, Guild President

Devon Gabreluk, Chief of Police
Member/Witness

Garett Bond, Guild Treasurer

Kendra Rosenberg, City Attorney

FOP A.W. Buster McGehee

APPENDIX A
TO THE AGREEMENT
BY AND BETWEEN
CITY OF ORTING
AND
ORTING POLICE GUILD
(REPRESENTING THE POLICE OFFICERS)

JANUARY 1, ~~2022~~2025 THROUGH DECEMBER 31, ~~2024~~2027

THIS APPENDIX is supplemental to that Agreement by and between the CITY OF ORTING, WASHINGTON ("Employer") and the ORTING POLICE GUILD ("Guild").

A.1 Effective January 1, ~~2022~~, ~~Lieutenants~~2025, Detectives shall be compensated at the rate of 5% above that of the correlating patrol officer (P24) step based on length of service to the City.

A.1A.2 Effective January 1, 2025, Sergeant shall be compensated at the rate of fifteen percent (15%) above that of the Patrol Officer (P24) top step, ~~(H)~~.

A.2A.3 Effective January 1, 2025, wages for employees covered under this agreement shall be paid according to the following table, which represents ~~a 3.5%~~an eight percent (8%) wage increase ~~from 2023's~~over 2024 wages:

Classification <u>2025 Wages</u>	Step C <u>0-12 mo.</u>	Step D <u>13-24</u>	Step E <u>25-36 mo.</u>	Step F <u>37- 48 mo.</u>	Step G <u>49-60 mo.</u>	Step H <u>61+ mo.</u>
<u>Patrol Officer P24</u>	<u>43.57</u>	<u>44.88</u>	<u>46.23</u>	<u>47.62</u>	<u>49.05</u>	<u>50.51</u>
<u>Police Detective P26</u>	<u>N/A</u>	<u>N/A</u>	<u>48.55</u>	<u>50.00</u>	<u>51.51</u>	<u>53.04</u>
<u>Police Sergeant. P28</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>58.09</u>

A.4 Effective January 1, 2026, base wages for employees covered under this agreement shall increase by four percent (4%) over 2025 wages.

A.5 Effective January 1, 2027, base wages for employees covered under this agreement shall increase by four percent (4%) over 2026 wages.



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: 2025 - 2026 Utility Rates.	AB24-95	Public Works		
		9.4.2024 11.6.2024	11.20.2024	
	Department:	Public Works Department and Finance		
	Date Submitted:	8.30.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	Jan 1, 2025 thru Dec 31, 2026			
Submitted By:	Ryan McBee, Public Works Director Gretchen Russo, Finance Director			

SUMMARY STATEMENT: In 2019, the city completed the Baker Tilly Utility Rate Study and adopted the recommended rate structure for 2020 through 2024. The study also included rate guidance for 2025 to 2030. Staff plans to conduct a new Utility Rate Study in 2025–2026, following completion of the Water System Plan, General Sewer Plan, Stormwater Master Plan, and Telemetry Master Plan. These documents will provide detailed project lists and cost projections for each utility. Staff also identified an inconsistency between water and sewer Qualified Low-Income rates and added the missing provision, ensuring equality in its application.

If we do not adopt the prior study’s recommendations before the new study, it could lead to larger rate increases to fund the capital projects identified through this planning.

Note: The 2025 Draft Budget presented by the Mayor to Council includes this rate structure.

It is recommended to incorporate the Baker Tilly rate recommendations into the rate structure for 2025 and 2026. Those specific recommendations are as follows (exert from the study):

Water: 3.0% annual increase through 2030 to pay for anticipated operating expenses, debt service, and capital outlay including the targeted amount to maintain adequate cash reserves.

Sewer: 7.0% annual increase through 2030 to pay for anticipated operating expenses, debt service, and capital outlay.

Stormwater: 5.0% annual increase through 2030 to pay for anticipated operating expenses, debt service, and capital outlay including the targeted amount to maintain adequate cash reserves.

RECOMMENDED ACTION: Action:

Move forward to regular business meeting on November 26th, 2024 as a consent agenda item.

RECOMMENDED MOTION: Motion:

To approve resolution Agenda Bill 24-95, adopting updated utility rates for the water, sewer, and stormwater utility for calendar years 2025 and 2026.

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2024-26

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, RELATING TO UTILITY RATES;
ADOPTING ADJUSTMENTS TO WATER, SEWER AND
STORM WATER UTILITY RATES; AND ESTABLISHING
AN EFFECTIVE DATE**

WHEREAS, the City of Orting City Council has reviewed the Capital Improvement Plan (CIP) and the operations and maintenance expenses of the Water Fund, the Sewer Fund, and the Stormwater Fund; and

WHEREAS, in 2019, the city completed the Baker Tilly Utility Rate Study and adopted the recommended rate structure for 2020 through 2024. The study also included rate guidance for 2025 to 2030.

WHEREAS, the implemented rate increases are intended to reflect an amount up to but no greater than the cost of service, and such revenues reasonably required to maintain self-supporting and financially viable utilities without undue discrimination toward or against any customer; and

WHEREAS, the City Council having been in all matters fully advised finds that an adjustment to the water utility rates is necessary to meet revenue requirements to cover the costs necessary to maintain a self-supporting and financially viable water utility; and

WHEREAS, the City Council having been in all matters fully advised finds that an adjustment to the sanitary sewerage utility rates is necessary to meet revenue requirements to cover the costs necessary to maintain a self-supporting and financially viable sanitary sewer utility; and

WHEREAS, the City Council having been in all matters fully advised finds that an adjustment to the Stormwater utility rates is necessary to meet revenue requirements to cover the costs necessary to maintain a self-supporting and financially viable Stormwater utility; and

WHEREAS, the City Council finds that adopting two years' worth of rates will remove the volatility of setting rates annually and allows a more holistic view of the needs of the utility funds; and

WHEREAS, the City plans to conduct a new Utility Rate Study in 2025–2026, following completion of the Water System Plan, General Sewer Plan, Stormwater Master Plan, and Telemetry Master Plan; and

WHEREAS, the City Council finds that it is in the public interest to implement the water, sewer and storm water rate changes as set forth herein in order to ensure that each utility has sufficient revenue to be self-supporting and financially viable;

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

Section 1. Establishment of Water, Sewer and Storm Water Utility Rates. Effective January 1, 2025 and annually on the same date thereafter, the water utility use fees imposed pursuant to OMC 9-1D-3, sanitary sewer use charges imposed pursuant to OMC 9-2B-1, storm water utility use fees imposed pursuant to OMC 9-5C-6, shall be set at the amounts set forth in the 2025/2026 Utility Rates Exhibit “A”, attached hereto and incorporated as though fully set forth herein.

Section 2. Effective Date. This Resolution and Exhibit A shall be effective beginning on January 1, 2025.

PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE 26th DAY OF NOVEMBER, 2024.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kim Agfalvi, City Clerk, CMC

Approved as to form:

Kendra Rosenberg
Kenyon Disend PLLC
City Attorney

Attch: Exh. “A” (*Utility Rates*)

Exhibit A: Current and 2025, 2026 Rates

WATER						
Monthly Base Charges						
Meter Size	2024		2025		2026	
	Residential	COM	Residential	COM	Residential	COM
0.75	\$32.63	\$32.63	\$33.61	\$33.61	\$34.62	\$34.62
1-1.5	\$53.27	\$53.27	\$54.87	\$54.87	\$56.51	\$56.51
2.0-4.0	\$75.64	\$75.64	\$77.91	\$77.91	\$80.25	\$80.25
Qualified Low Income	\$24.47		\$25.20		\$25.96	
Single Block Rates						
Rate Class	2024		2025		2026	
	Residential	COM	Residential	COM	Residential	COM
Single Block rate (per ccf)		\$4.92		\$5.07		\$5.22
Block 1: 1 to 6 CCF (per ccf)	\$3.54		\$3.65		\$3.76	
Block 2: 6 to 17 CCF (per ccf)	\$4.75		\$4.89		\$5.04	
Block 3: 17+ CCF (per ccf)	\$7.15		\$7.36		\$7.59	
Block 1: 0 to 6 CCF - Qualified Low Inc.	\$2.66		\$2.74		\$2.82	
Block 2: 6 to 17 CCF - Qualified Low Inc.	\$3.57		\$3.68		\$3.79	
Block 3: 17+ CCF - Qualified Low Inc.	\$5.36		\$5.52		\$5.69	

Annual Increase: 3% 3%

Qualified Low Income, portion of Residential: 75%

Out of Town Premium: 10%

Sewer						
Customer Class	2024		2025		2026	
	Base (per unit)	Flow (per ccf)	Base (per unit)	Flow (per ccf)	Base (per unit)	Flow (per ccf)
Residential	\$69.41		\$74.27		\$79.47	
Residential - Snowbird	\$50.48		\$54.01		\$57.79	
Residential -Qualified Low Income	\$0.00		\$55.70		\$59.60	
Commercial - Domestic ¹	\$69.41	\$7.15	\$74.27	\$7.65	\$79.47	\$8.19
Commercial - High Strength ²	\$69.41	\$12.67	\$74.27	\$13.56	\$79.47	\$14.51
<u>High Cedars</u>						
Residential	\$88.15		\$94.32		\$100.92	
Business	\$88.15	\$9.10	\$94.32	\$9.74	\$100.92	\$10.42
Restaurant	\$88.15	\$16.10	\$94.32	\$17.23	\$100.92	\$18.43

¹Churches, Lodges, Businesses, Library, Commercial Residence, Daycare, Schools

²Restaurant, Grocery with Deli, Other Food Related Business

Annual Increase: 7% 7%

Qualified Low Income, portion of Residential: 75%

Storm			
Customer Class	2024	2025	2026
Per Equivelant Residential Unit	\$26.29	\$27.60	\$28.98

Annual Increase: 5% 5%



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Resolution No. 2023-21, Relating to General Facility Charges and Setting Charges for 2024.	AB24-123	Public Works		
		11.6.2024	11.20.2024	
	Department: Public Works			
	Date Submitted: 10.15.2024			
Cost of Item:		N/A		
Amount Budgeted:		N/A		
Unexpended Balance:		N/A		
Bars #:		Multiple		
Timeline:		None		
Submitted By:		Gretchen Russo		
Fiscal Note: None				
Attachments: Resolution No. 2024-XX Setting GFC Rates				
SUMMARY STATEMENT:				
<p>Pursuant to OMC 9-1B-3, OMC 9-2B-2, and 9-5C-9, the City levies general facilities connection (“GFC”) charges on all property owners seeking to connect to, or increase the demand on, the City’s utilities system. By this Resolution, the City Council will be setting the GFC charges for 2025. The rate increase over the 2022 rate proposed is 4.4%. This proposed rate increase is based on the Federal Consumer Price Index for all Urban Consumers: Water, Sewer and Trash Collections in U.S. for the same period of time.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Move to regular business meeting on November 26 th , 2024 as a consent agenda item.				
FUTURE MOTION: <u>Motion:</u>				
To adopt Resolution no. 2023-XX, a resolution of the City of Orting, Washington, relating to the general facility charges and setting charges for 2025.				

CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2024-25

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, RELATING TO GENERAL FACILITY
CHARGES AND SETTING CHARGES FOR 2025.**

WHEREAS, the City of Orting is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington; and

WHEREAS, the City of Orting levies general facility connection charges to maintain financially stable utilities and to promote a fair and equitable allocation of water, sewer, and storm-water system costs to its customers; and

WHEREAS, the City strives to ensure that general facility connection charges are set so that property owners shall bear their equitable share of the cost of the utilities system, including facilities planned for future construction contained in an adopted comprehensive plan; and

WHEREAS, City staff and/or consultants periodically review the applicable general facility connection charges to determine whether any adjustments should be made to the existing connection charges; and

WHEREAS, the City desires to update and amend its current general facility charges, taking into consideration the cost of its existing general facilities, and the facilities that are planned for construction which are contained in the adopted comprehensive plan; and

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

Section 1. Revised and Updated General Facility Charges. Effective January 1, 2025, the general facility connection charges and surcharges therefor identified in **Exhibit A**, attached hereto and incorporated herein, shall be paid and/or applied when property owners seek to connect to, or increase the demand on, the City's utilities system, in accordance with Orting Municipal Code 9-1B-3, Orting Municipal Code 9-2B-2 and Orting Municipal Code 9-5C-9.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 26th DAY OF NOVEMBER, 2024.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, City Clerk, CMC

Approved as to form:

Kendra Rosenberg, City Attorney
Kenyon Disend

Exhibit A- Resolution No. 2024-XX

City of Orting
General Facility Charges (GFC)

Water GFC's per OMC 9-1B-3(A)

<u>Fee Type</u>	<u>Effective Date</u>	<u>Fee</u>
GFC	January 1, 2025	\$5,366.66
1% Surcharge*	January 1, 2025	\$53.67

Sewer GFC's Per OMC 9-2B-2(D)

<u>Fee Type</u>	<u>Effective Date</u>	<u>Fee</u>
GFC	January 1, 2025	\$11,537.13
1% Surcharge*	January 1, 2025	\$115.37

Stormwater GFC's per OMC 9-5C-9

<u>Fee Type</u>	<u>Effective Date</u>	<u>Fee</u>
GFC	January 1, 2025	\$1,286.70
1% Surcharge*	January 1, 2025	\$12.87

*The Surcharge is to be used for the beautification of City owned utility facilities.

Observation:

Dec 2023: 293.479

(+ more)

Updated: Oct 10, 2024 7:40 AM CDT

Units:

Index Dec 1997=100,

Seasonally Adjusted

Frequency:

Monthly

1Y | 5Y | 10Y | Max

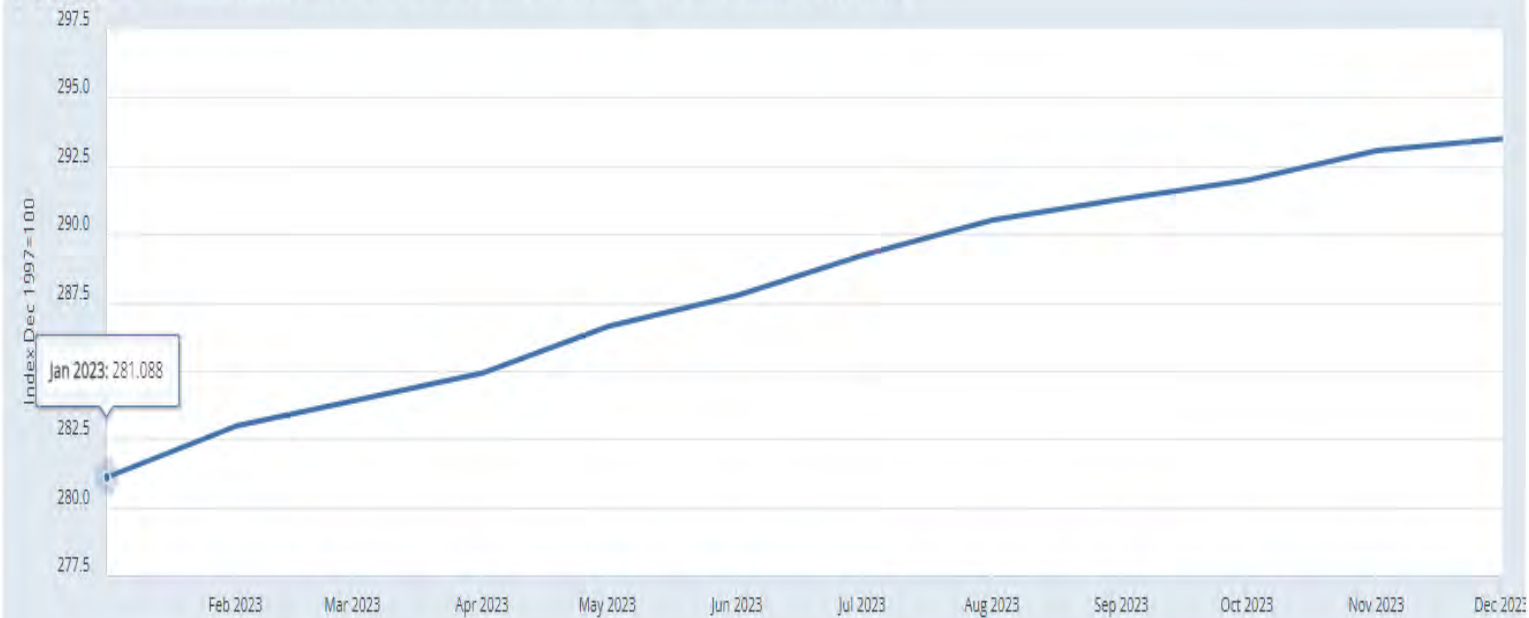
2023-01-01

to

2023-12-01

EDIT GRAPH

FRED — Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average



Shaded areas indicate U.S. recessions.

Source: U.S. Bureau of Labor Statistics

fred.stlouisfed.org

$$293.479 - 281.088 = 12.391 / 281.088 = 4.4\% \text{ INCREASE}$$



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: 2025 Preliminary Budget Discussion.	AB24-113			
			11.20.2024	11.13.2024
	Department:	Finance		
Date Submitted:	10.24.2024			
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	N/A			
Submitted By:	Gretchen Russo / Scott Larson			
Fiscal Note:				
Attachments:				
SUMMARY STATEMENT:				
<p>City Council held two budget retreat meetings for the 2025 budget. The first meeting on September 21, 2024 and the second meeting on October 23, 2024. Last week on November 13th, Council held a preliminary budget hearing. Tonight is a continuation of the 2025 budget discussion.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Informational item only.				
RECOMMENDED MOTION: <u>Motion:</u>				
None.				



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee:	Study Session Dates	Regular Meeting Dates
Subject:	AB24-112	CGA	11.20.2024	
Preliminary Plat v. Final Plat				
	Department:	Community Development Department		
	Date Submitted:	11.13.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:	Informational item only.			
Submitted By:	Kim Mahoney, Community Development Director			
Fiscal Note:	None			
Attachments:	None			

SUMMARY STATEMENT:

At its October 16, 2024 study session, City Council reviewed the periodic update to Orting’s Comprehensive Plan and its implementing development regulations set forth in OMC Titles 12, 13, and 15. City Council specifically inquired as to staff’s proposal to amend the approval of final plats in Orting from a Type 4 Council process to a Type 2 Administrative process. Council expressed concern with losing its discretionary opportunities for the platting process and concern with its impression that the executive branch of city government was attempting to stand as the legislative branch. With these concerns introduced, staff recognized its need to provide more clarity around the recommended change to the final plat approval process.

Where is discretion involved in the platting process?

To the degree that discretion is involved in the platting process, only the preliminary plat includes approval criteria that is broad enough to be interpreted with discretion. Largely, this is approval criteria is found in OMC 12-5-3(B) and (D), which read as follows:

OMC 12-5-3(B): Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainageways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.

OMC 12-5-3(D): The public use and interest will be served by the platting of such subdivision and dedication.

The matter of whether the public good is served by a subdivision affords the decisionmaker with some discretion in its interpretation as to how “public good” is served. Conditions of approval can be incorporated in the preliminary plat’s decision which aim to satisfy this criterion.

Is discretion inherent in the final plat approval process?

No. Criteria for final plat approval is an objective review of the final plat’s consistency with relevant statute, ordinances, and with the criteria of approval issued during the preliminary plat’s approval. The criteria requires a review of the plat’s adherence to prescriptive Public Works standards, zoning dimensional requirements, dedications of land, and the like; criteria borrowing on subjectivity of the decisionmaker is not a component of the final plat approval process.

As an example, City Council may have found that the public good is served by requiring a stub road for future connectivity be incorporated into the preliminary plat approval. Approval of final plat simply requires the decisionmaker to confirm the stub road is incorporated into the plat. The discretion to apply the requirement is inherent in the preliminary plat approval, not the final plat approval.

Is legislative authority carried out by the executive branch if plats are administratively reviewed?

No. The authority to amend final plat approval processes to an administrative process is granted by Washington state via RCW 58.17.100, which specifies that the legislative branch may, by ordinance, delegate final plat approval authority to administrative personnel.

RCW 58.17.100: The legislative authorities of cities, towns, and counties may by ordinance delegate final plat approval to an established planning commission or agency, or to such other administrative personnel in accordance with state law or local charter.

The RCW does not remove the authority of the legislative body, but rather provides latitude for the legislative body to enact legislation that changes process; this is a typical function of City Council and does not grant legislative power to the executive function of the city.

Why does staff recommend changing the permit review and approval process for final plats from a Type 4 to a Type 2 process?

Regent legislature passed in 2023 (SB 5290) requires local jurisdictions to broadly reduce the time it takes to issue decisions on land use and land development applications, including subdivisions. The Orting Municipal Code currently allows only 30 days for a decision to be issued on a final plat application; the passing of SB 5290 only elevates the matter of land use application decision timeliness, and at present, Orting’s Type 4 processing of final plat applications leaves the City unable to meet the required 30 day timeline.

Given the lack of discretion inherent in the final plat review and approval process and the degree of technical prowess possessed by staff and its consultant to administer these applications, staff recommends adjusting the final plat process to a Type 2 application to offer better service to the Orting community and align with municipal and statutory requirements.

RECOMMENDED ACTION: Action:

Informational item only.

FUTURE MOTION: Motion:

N/A.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee:	Study Session Dates	Regular Meeting Dates
Subject:	AB24-108		10.16.2024 11.20.2024	
2024 Comprehensive Plan Periodic Update.	Department:	Community Development Department		
	Date Submitted:	11.13.2024		
Cost of Item:	\$140,108.68 (thru September 2024)			
Amount Budgeted:	\$146,565.00			
Unexpended Balance:	\$6,456.32 (thru September 2024)			
Bars #:	001-558-60-41-008			
Timeline:	<ul style="list-style-type: none"> • Planning Commission expected to recommend approval of Ordinance Nos. 2024-1135 and 2024-1136 on November 18, 2024 • Council study session on November 20, 2024 • Hold public hearing at Council during regular meeting on December 11, 2024 with potential action to follow. 			
Submitted By:	Kim Mahoney			
Fiscal Note:	None			
Attachments: Project Memo (staff report) prepared by AHBL; Project Slide Deck prepared by AHBL; draft Comprehensive Plan and OMC updated versions; Comment Response Letters to PSRC and Commerce; Draft Ordinance Nos. 2024-1135 and 2024-1136 - Draft Comprehensive Plan and OMC Updates				
SUMMARY STATEMENT:				
<p>As a fully planning city under the Washington Growth Management Act (GMA), the City of Orting is required to periodically update its Comprehensive Plan. Orting’s Comprehensive Plan is required to be updated by the end of 2024, and every 10 years thereafter; the plan should reflect recently adopted legislature governing requirements for Comprehensive Plans, reflect the goals and policies of the region and the county as adopted by the Puget Sound Regional Council (PSRC) and by Pierce County, and reflect the particular values, vision, culture, and goals of the local Orting community.</p> <p>Over the last year and a half, staff and its consulting team have work diligently to update Orting’s Comprehensive Plan in a manner which is both compliant with external agency requirements and considerate of public comments from Orting’s community members and input from its elected and appointed officials. The resulting draft 2024 Comprehensive Plan Periodic Update includes revisions made to each of the current plan’s elements, preparation of new elements where required by statute, and ancillary edits made to the Orting Municipal Code (OMC) to implement the updated Comprehensive Plan. Changes include:</p> <ul style="list-style-type: none"> • Revised Introduction, Land Use element, Housing element, Transportation element, Economic Development element • Revised and combined Capital Facilities and Utilities element • New Natural Environment element, new Land Capacity Analysis appendix, and new Economic Baseline Analysis appendix • Amendments to Title 12, Subdivision Regulations; Title 13, Development Regulations; and Title 15, Development Code Administration 				

The City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the project on September 16, 2024. The DNS was noticed consistent with public noticing requirements set forth in the OMC. The SEPA comment period ran from September 16 – 30, 2024; three comments from the general public were received and two comments from agencies were received. Comments from members of the general public were responded to by staff's consultants, and agency feedback on recommended edits will be considered for incorporation into the final draft version of the Comprehensive Plan.

The draft 2024 Comprehensive Plan Periodic Update has been transmitted to PSRC and the Washington Department of Commerce (Commerce) for each agency's review of their respective requirements. Feedback has been received by both agencies and addressed in a comment-response letter intended to be sent by staff following the City Council Study Session on November 20, 2024.

A public hearing was held by the Orting Planning Commission on October 7, 2024; no members of the public attended or offered comment at the hearing.

A special meeting has been scheduled with the Planning Commission on November 18, 2024 to request their recommendation to City Council on the adoption of the updated Comprehensive Plan. It is expected that staff would present Planning Commission's recommendation to City Council at their study session on November 20, 2024 and request the City Council to move the item to their December 11, 2024 regular meeting for a public hearing with possible action to follow.

RECOMMENDED ACTION: Action:

Move forward to regular City Council meeting on December 11, 2024 with possible action to follow.

FUTURE MOTION: Motion:

To adopt Ordinance No. 2024-1135, an ordinance of the city of Orting, Washington, adopting the city's 2024 comprehensive plan update including a revised introduction; revised land use element; revised housing element; revised transportation element; revised economic development element; revised and combined capital facilities and utilities element; new natural environment element; new land use capacity appendix; and new economic baseline analysis appendix; providing for severability; and establishing an effective date.

To adopt Ordinance No. 2024-1136, an ordinance of the city of Orting, Washington, adopting revisions to the Orting Municipal Code (OMC) to implement amendments in the city's 2024 comprehensive plan update including amendments to title 12, subdivision regulations; title 13, development regulations; and title 15, development code administration; providing for severability; and establishing an effective date.

CITY OF ORTING
WASHINGTON

ORDINANCE NO. 2024-1135

AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON, ADOPTING THE CITY'S 2024 COMPREHENSIVE PLAN UPDATE INCLUDING A REVISED INTRODUCTION; REVISED LAND USE ELEMENT; REVISED HOUSING ELEMENT; REVISED TRANSPORTATION ELEMENT; REVISED ECONOMIC DEVELOPMENT ELEMENT; REVISED AND COMBINED CAPITAL FACILITIES AND UTILITIES ELEMENT; NEW NATURAL ENVIRONMENT ELEMENT; NEW LAND USE CAPACITY APPENDIX; AND NEW ECONOMIC BASELINE ANALYSIS APPENDIX.

WHEREAS, the City of Orting (City), Washington is a fully planning city under the state Growth Management Act (GMA), Chapter 36.70A Revised Code of Washington (RCW); and

WHEREAS, in accordance with RCW 36.70A.130, fully planning cities in Pierce County are required to review and revise their comprehensive plans and development regulations on or before December 31, 2024, as part of a periodic routine update to local policies and regulations; and

WHEREAS, over the past year and a half, the City's Planning Commission has reviewed and recommended updates to all components of the Comprehensive Plan and to implementing development regulations set forth in Titles 12, 13, and 15 of the Orting Municipal Code, this effort collectively referred to as the 2024 Comprehensive Plan Update; and

WHEREAS, throughout the 2024 Comprehensive Plan Update, a concerted effort has been made to engage the public and encourage their participation in the project, including creation of a project website with regularly updated content, creation of an e-mail distribution list for interested community members, public notices and direct mailings and flyers, community workshops and open houses at standing community events, surveys and interviews, comment forms, contacting City staff, and public presentations and hearings at City Planning Commission and City Council meetings; and

WHEREAS, on September 16, 2024, the City's State Environmental Policy Act (SEPA) Responsible Official issued a Determination of Nonsignificance for the 2024 Comprehensive Plan Update; and

WHEREAS, on September 16, 2024, in accordance with RCW 36.70A.106, the Washington State Department of Commerce was notified of the City's intent to adopt the 2024 Comprehensive Plan Update; and

WHEREAS, on September 24, 2024, the Puget Sound Regional Council was notified of the City’s intent to adopt the 2024 Comprehensive Plan Update; and

WHEREAS, on October 7, 2024, the City’s Planning Commission held a public hearing on the 2024 Comprehensive Plan Update; and

WHEREAS, on November 18, 2024, at a special meeting, the Planning Commission recommended the City Council approve the 2024 Comprehensive Plan Update; and

WHEREAS, on December 11, 2024, the City Council held a public hearing on the 2024 Comprehensive Plan Update project and considered the Planning Commission’s recommendation to approve the project; and

WHEREAS, the City Council finds that the proposed 2024 Comprehensive Plan Update meets the criteria set forth in Orting Municipal Code (OMC) 15-12-4 and OMC 15-12-5, and meet the requirements of the Growth Management; and

WHEREAS, the City Council desires to update Orting’s Comprehensive Plan to comply with periodic update requirements set forth in the GMA and reflect the current long-range goals and policies of the City;

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

Section 1. Findings Adopted: The City Council adopts the foregoing recitals as findings, which are incorporated herein as if set forth in full.

Section 2. Adoption of Revised Elements: The City Council adopts a revised Introduction, Land Use Element, Housing Element, Transportation Element, and Economic Development Element of the City’s Comprehensive Plan as included in Exhibit A attached hereto and incorporated by reference.

Section 3. Adoption of Combined and Revised Elements: The City Council adopts revised versions of the Utilities Element and Capital Facilities Element of the City’s Comprehensive Plan, and the combination of the two previously separate elements into one combined element (“Capital Facilities and Utilities Element”), as included in Exhibit A attached hereto and incorporated by reference.

Section 4. Adoption of New Element and Appendices: The City Council adopts a new Natural Environment Element, Land Use Capacity Appendix, and Economic Baseline Analysis Appendix of the City’s Comprehensive Plan as included in Exhibit A attached hereto and incorporated by reference.

Section 5. 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 6. 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 7. 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 8. 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 11th DAY of DECEMBER, 2024.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kim Agfalvi, CMC
City Clerk

Approved as to form:

Kendra Rosenberg
Kenyon Disend
City Attorney

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

CITY OF ORTING
WASHINGTON

ORDINANCE NO. 2024-1136

AN ORDINANCE OF THE CITY OF ORTING, WASHINGTON, ADOPTING REVISIONS TO THE ORTING MUNICIPAL CODE (OMC) TO IMPLEMENT AMENDMENTS IN THE CITY'S 2024 COMPREHENSIVE PLAN UPDATE INCLUDING AMENDMENTS TO TITLE 12, SUBDIVISION REGULATIONS; TITLE 13, DEVELOPMENT REGULATIONS; AND TITLE 15, DEVELOPMENT CODE ADMINISTRATION.

WHEREAS, the City of Orting (City), Washington is a fully planning city under the state Growth Management Act (GMA), Chapter 36.70A Revised Code of Washington (RCW); and

WHEREAS, in accordance with RCW 36.70A.130, fully planning cities in Pierce County are required to review and revise their comprehensive plans and development regulations on or before December 31, 2024, as part of a periodic routine update to local policies and regulations; and

WHEREAS, over the past year and a half, the City's Planning Commission has reviewed and recommended updates to all components of the Comprehensive Plan and to implementing development regulations set forth in Titles 12, 13, and 15 of the Orting Municipal Code (OMC), this effort collectively referred to as the 2024 Comprehensive Plan Update; and

WHEREAS, throughout the 2024 Comprehensive Plan Update, a concerted effort has been made to engage the public and encourage their participation in the project, including creation of a project website with regularly updated content, creation of an e-mail distribution list for interested community members, public notices and direct mailings and flyers, community workshops and open houses at standing community events, surveys and interviews, comment forms, contacting City staff, and public presentations and hearings at City Planning Commission and City Council meetings; and

WHEREAS, on September 16, 2024, the City's State Environmental Policy Act (SEPA) Responsible Official issued a Determination of Nonsignificance for the 2024 Comprehensive Plan Update; and

WHEREAS, on September 16, 2024, in accordance with RCW 36.70A.106, the Washington State Department of Commerce was notified of the City's intent to adopt the 2024 Comprehensive Plan Update; and

WHEREAS, on September 24, 2024, the Puget Sound Regional Council was notified of the City's intent to adopt the 2024 Comprehensive Plan Update; and

WHEREAS, on October 7, 2024, the City’s Planning Commission held a public hearing on the 2024 Comprehensive Plan Update; and

WHEREAS, on November 18, 2024, at a special meeting, the Planning Commission recommended the City Council approve the 2024 Comprehensive Plan Update; and

WHEREAS, on December 11, 2024, the City Council held a public hearing on the 2024 Comprehensive Plan Update project and considered the Planning Commission’s recommendation to approve the project; and

WHEREAS, the City Council finds that the proposed 2024 Comprehensive Plan Update meets the criteria set forth in Orting Municipal Code (OMC) 15-12-4 and OMC 15-12-5, and meet the requirements of the Growth Management; and

WHEREAS, the City Council desires to update municipal code provisions that implement adopted amendments made in the periodic update of Orting’s Comprehensive Plan to comply with periodic update requirements set forth in the GMA and reflect the current long-range goals and policies of the City;

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

Section 1. Findings Adopted: The City Council adopts the foregoing recitals as findings, which are incorporated herein as if set forth in full.

Section 2. Adoption of Amendments to OMC Titles 12, 13, and 15: The City Council hereby amends Orting Municipal Code Titles 12, 13, and 15 of the OMC, to implement revisions to the Comprehensive Plan, as set forth on Exhibit A attached hereto and incorporated by reference.

Section 3. 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 4. 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 5. 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 6. 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 11th DAY of DECEMBER, 2024.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kim Agfalvi, CMC
City Clerk

Approved as to form:

Charlotte A. Archer
Inslee Best
City Attorney

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



TO: Kim Mahoney
FROM: Nicole Stickney
 Tacoma - (253) 383-2422
DATE: November 7, 2024
PROJECT NO.: 2230242.30
PROJECT NAME: Orting Comprehensive Plan Update
SUBJECT: Proposed Additional Changes to the draft Comprehensive Plan

INTRODUCTION

In this memo we document the small set of additional proposed changes to city’s Comprehensive Plan document. These changes are shown in the Comprehensive Plan Update “final draft” document dated November 1, 2024 (typically with gray highlights for easy identification).

The proposed changes are the result of feedback received from agencies, staff, and members of the public per:

- A public hearing held on October 7, 2024 by the Planning Commission
- SEPA environmental review
- Review by the Puget Sound Regional Council (pre-certification)¹
- Comments from City Staff on the Transportation Element (received following preparation of the Planning Commission’s packet)
- Comments included in the attached Comment Matrix (note: some edits were made to earlier drafts in response to comments; this was dependent on timing)
- Comments from Commerce.

PROPOSED CHANGES AND EDITS

Table 1: Proposed Changes and Edits to the Introduction, Land Use Element, Housing Element, Capital Facilities & Utilities Element and the Natural Environment Element

Proposed Change	Discussion
On Page I-2 we updated the graphic, adding the following to the description about the goals and policies in the Natural Environmental Element: “and information about environmentally Critical Areas”	Per DNR comments.
On Page I-12 we revised “natural hazard mitigation” to instead say “natural and geologic hazard mitigation.”	Per DNR comments.
On page LU-2 we corrected the typo about employment figures (the wrong year was listed) and the 2044 population figure shown in Table LU-1 (the PSRC forecasted value was inadvertently listed); similarly we updated the graphic at LU-1.	PSRC commented “the city should ensure the final plan uses land use assumptions throughout that are substantially consistent with the adopted countywide growth targets. There are currently inconsistencies in the draft, including the employment

¹ State law requires PSRC to certify local comprehensive plans for consistency with VISION 2050, the Regional Transportation Plan, and transportation-related planning requirements. Jurisdictions must have a certified or conditionally-certified plan to be eligible to compete for regional transportation funds.



	<p>growth target in the land use element (page LU-2)."</p> <p>Commerce noted inconsistencies.</p>
<p>At Figure LU-4 we put in a corrected version of the Land Use / Zoning map and listed "Adopted per Ordinance ____" since this is still in draft form.</p>	
<p>On page CFU-9 we corrected the name of the Pierce County Comprehensive Flood Hazard management Plan</p>	<p>Comment from Pierce County Public Works</p>
<p>On page CFU-10 and CFU-14 we updated the number of PSE customers for electrical, gas service.</p> <p>We also added the following description regarding electrical service:</p> <p><i>"The City of Orting is mainly served from one 115/12kV distribution substation, namely Orting substation. This substation, with circuit ties to several adjacent substations included a well-connected transmission backbone system, is currently serving the city and surrounding population. The electrical system can be expanded as the area load develops. The timing of any future capacity additions is largely dependent on the development growth of the City, as well as any reliability-related improvement work that would be needed."</i></p> <p>We also added the following description about natural gas service:</p> <p><i>"supply mains range from 4"-20" to 2"-20". PSE currently operates one 2' high-pressure natural gas main within the City."</i></p>	<p>Puget Sound Energy comments</p>
<p>On page CFU-12 we edited Table CFU-1 regarding capacity of the electrical system. (No Gray highlights are shown)</p>	<p>Puget Sound Energy comments</p>
<p>On page CFU-13 we corrected the project information about the new 12kV distribution circuit (project was completed)</p>	<p>Puget Sound Energy comments</p>
<p>On page NE-1 we added <i>"This element discusses natural features, environmentally critical areas, geologic hazard areas, critical aquifer recharge areas, fish and wildlife habitat conservation areas, flood hazard, topography and soils, climate, hazard mitigation planning, lahar preparedness, and wildfires."</i></p>	<p>Staff comment (and relates to DNR comments).</p>
<p>We added an Appendix, "Appendix III: Housing Data and Supplemental Analysis" to assess potential Racially Disparate Impacts and Displacement Risk in Orting. Exclusion is also addressed. No changes were made to proposed new policy language addressing these themes, as these topics were already sufficiently covered.</p>	<p>PSRC commented: "Analysis of racially disparate impacts, exclusion, and displacement should be included in the draft plan or an accompanying housing analysis. Commerce provides guidance on how to approach analysis of racially disparate impacts. PSRC's Community</p>



	Profiles include Racially Disparate Impacts measures that may be helpful.”
On page NE-21 we added language to policy NE 4.1: “including native vegetation and tree canopy.”	PSRC commented: “The plan includes a policy to encourage use of native vegetation. It should also include a policy to protect and restore tree canopy.” This relates to MPP-EN-9 and MPP-EN-13.

The PSRC also commented: “The city should clarify the capacity for housing to meet various income levels. In the draft plan, ADUs are included as providing capacity for housing under 80% AMI. Guidance from Commerce considers ADUs as moderate income (80->120% AMI) for higher-cost communities. All central Puget Sound cities are considered higher-cost communities. The plan must also demonstrate capacity for allocated emergency housing needs.”

We have not made any changes based on this comment. Instead, we supplemented the discussion in *Appendix I: Land Capacity Analysis* to provide a rationale for our approach in using Commerce’s guidance for “moderate-cost communities.”

We also received a comment from PSRC relating to capacity for Emergency Housing. In the forthcoming 20 year planning period Orting needs to be able to accommodate just 14 Emergency Housing beds. We added a footnote (footnote 7) to page H-14 in the Housing element to explicitly list out where these uses are allowed in the city; this information should satisfy this requirement.

Table 2: Proposed Changes and Edits to the Transportation Element

Proposed Change	Discussion
Page T-1: we added that Kansas St SW is also a significant arterial.	Correction from Staff
Page T-2: we added the length of roadways and description of the different road surface types in the City.	This is useful information found in the city’s Pavement Management System document, which we added for useful context.
Page T-3: added the name “Emergency Evacuation Bridge” and added a sentence about mitigation projections to SR 162 due to surrounding development (including at Tehaleh).	Staff Comments
Page T-8: we corrected the text to show that intersection P operates at LOS F (As shown in the figure)	Correction from Staff
Page T-15: we moved the reference to water/ sewer/ stormwater system	Staff comment / correction



improvements to the footnote. Removed "Calistoga Street" project (it is not in the TIP)	
Page T-16: we updated all project descriptions to match what is shown on the STIP. Additionally we added italicized statements such as "Both Orting and WSDOT are awaiting NEPA approval before continuing with the project" For the Whitehawk Blvd. Extension project. We updated details for the Orting Foothills Trail Realignment and Safety project.	Staff comment; we accessed STIP project descriptions from the WSDOT website at https://wsdot.wa.gov/business-wsdot/support-local-programs/delivering-your-project/statewide-transportation-improvement-program-stip
Page T-17: we corrected the completion date for the Emergency Evacuation Bridge System	Staff correction
Page T-22: minor edit about project lists	Staff correction
Page T-23: we added the phrase "... and would require WSDOT assistance on SR 162." For the Harman Way and Kansas Street discussion. We also added " <i>The district is also looking to construct an additional school buildings off of SR 162 across from the Whitehawk Blvd. intersection, which may result in the elementary school being relocated, which would reduce the pick-up/drop off traffic at the high school. This is awaiting the school district bond measure passing.</i> "	Staff comment
Page T-24: we added details about the city's crosswalk safety program and revised the statement about bicycle lanes to only include Calistoga Street W. We added a reference to the City's Main Park Master Plan regarding planned changes to the Foothills Trail.	Staff comments
Goal T.4: added a definition of Complete Streets Infrastructure (footnote) based on OMC 8-10-4	Staff comment.
Table T-7: added additional detail and information based on exiting city documents	PSRC commented "The city must identify projects and programs, including roadway projects, non-motorized projects, and system maintenance, necessary to meet transportation demands. The plan currently includes only roadway projects in the 2044 Improvement Program list. The plan must include a complete project list, including non-motorized and maintenance projects. Information on these requirements is provided in Commerce's Transportation Element Guidebook".



<p>Under the heading “Funding the Transportation Vision” we added text:</p> <p><i>“In addition, the city’s Pavement Management System (SCJ Alliance, 2024 or as amended) and the ADA Transition Plan (2024 or as amended) are incorporated into this Plan by Reference.”</i></p>	<p>PSRC commented, “The Growth Management Act (RCW 36.70A.070(6)) requires that local comprehensive plans include a multiyear transportation financing plan for how the jurisdiction will meet the mobility needs identified for the planning period. The plan includes a list of transportation investments and estimated costs. It includes a list of funding sources but should also include estimated probable revenues available to the city and an analysis of the sufficiency of funding resources compared to estimated costs identified. Further guidance on how to address the financial analysis in the plan can be found in the Department of Commerce’s Transportation Element Guidebook, pages 202-212.”</p>
<p>Table T-7: added into sourced from the 2024 Pavement Management System (PMS) Plan by SCJ Alliance, 2024</p>	<p>PSRC commented, “The plan should include at least a conceptual plan for maintenance in the 20-year project list and financing plan. PSRC’s Transportation Element Guidance provides information for developing a project list.”</p>
<p>Modification to Policy T 1.1</p>	<p>City staff edit.</p>
<p>Modification to Policy T 1.30</p>	<p>PSRC commented, “The plan correctly states that SR 162 is a Highway of Regional Significance. It should clearly identify the level of service standard for SR 162 (LOS D). Policy T1.30 states that the standard for SR 162 is LOS E through part of Orting.”</p>
<p>Modification to Policy T 1.8</p>	<p>PSRC commented, “The plan should include a policy to prepare the transportation and other systems for emergencies.”</p>

Table 3: Updates to the Land Capacity Analysis (Appendix I)

Changes	Discussion
<p>We added language to specify that the assumed densities were based on the 2021 Buildable Lands Report (Pierce County); Adjusted Table 3 to note that there is sufficient capacity for accommodating the Emergency Housing targets and added information following Table 5 regarding our classification of Orting as a “moderate cost community.”</p>	<p>Per PSRC and Commerce Comments.</p>

Anticipated future meetings and processing includes:

- **November 18, 2024:** Planning Commission will hold a special meeting to consider rendering a recommendation to the City Council to approve 2024 Comprehensive Plan & implementing code changes
- **November 20, 2024:** City Council will conduct a study session 2024 Comprehensive Plan Update project & implementing code changes and consider the Planning Commission’s recommendation to approve the plan and proposed changes to the Orting Municipal Code (OMC)



- **December 11, 2024:** City Council will hold a public hearing adopt the 2024 Comprehensive Plan Update and proposed changes to the Orting Municipal Code (OMC) at a regular meeting.

After the City Council adopts the Comprehensive Plan update and changes to the Orting Municipal Code by Ordinance, the action is subject to an appeal period. Furthermore, the City will need to transmit the Plan to the Puget Sound Regional Council for Plan Certification and to Commerce per GMA statute.

NS/ns

c: Scott Larson – City of Orting
Wayne Carlson, Anisa Thaci - AHBL

Attachment

City of Orting Comprehensive Plan Update Project
Comments and Responses

#	Date Received	Name	Element or Topic	Version	Comments	Response
<p>*Notes that comments were received were through an anonymous comment form provided on the City's Comprehensive Plan website. The purpose of the anonymous comment form was to encourage those who may otherwise not have wanted to provide a comment to feel comfortable doing so. Due to the responses being anonymous, we are unable to respond to those individual comments, but will instead provide our responses for public view on the City's Comprehensive Plan Update website.</p>						
1	4/18/2024	*Anonymous	Transportation	N/A	Additional infrastructure to ease the commute in and out of Orting. Widen the roads or add additional routes if possible	Thank you for your comment. The Transportation Element is in the process of being updated and will identify existing deficiencies and will propose goals and policies for addressing the identified deficiencies.
2	4/18/2024	*Anonymous	Parks and Recreation/ Natural Environment	N/A	I would love to see a larger and improved off leash dog park / off leash dog area. Idaho has a large dog park with grass, plus "beach" area that goes down to the river. Steilacoom dog park is massive and such a great place with restrooms, playgrounds and trails. Hounds Hollow dog park in Bonney Lake has turf, an agility course and wooded trails. As his community continues to grow, I'd love for it to be more dog friendly and for the residence to have access to additional off leash dog park(s)/areas or a massive improvement to what we have and increase its size.	Thank you for your comment. The City recently completed an Updated Parks, Trails, and Open Space Plan in 2022, which provides goals and policies for existing and future parks and recreation needs.
3	4/19/2024	*Anonymous	Parks and Recreation	N/A	Add pickleball courts in the main park or any park in Orting for citizens to use.	Thank you for your comment. The Draft Orting Main Parks Master Plan includes the proposed addition of multiple pickleball courts adjacent to the proposed tennis courts. More information on the Main Parks Master Plan can be found here: https://www.cityoforting.org/government/project-updates/main-parks-master-plan
4	5/30/2023	Casey Twiggs - Tacoma-Pierce County Affordable Housing Consortium	General Update Process / Housing	Initial Draft	<p>I represent the Tacoma-Pierce County Affordable Housing Consortium and I am tracking and mapping where each jurisdiction is in the process to update their Comprehensive Plan for 2024. I am trying to get a hold of someone who can answer a couple of simple questions regarding Orting's update progress. Can you or anyone in the Planning Commission answer these questions or forward me to someone who can? I have not been able to get in touch with the Planning Department.</p> <p>These are my questions: 1) What stage of the update process is Orting in currently? 2) Are there any amendments or proposed amendments related to affordable housing?</p>	Thank you for your comment. Orting is currently in the process of drafting the Comprehensive Plan and conducting additional public engagement to receive feedback on proposed changes. The SEPA public comment period for the Comprehensive Plan Update is anticipated to be September 9-23. A public hearing for the Draft Comprehensive Plan will be held on October 7th. Proposed changes related to affordable housing include those required by the recent updates to the Growth Management Act (GMA) and Pierce County Countywide Planning Policies. Some of the proposed changes include a new policy (H4.1), stating, "Review and streamline development standards and regulations to advance their public benefit, provide flexibility, and minimize costs to housing."
5	3/1/2024	Genevieve Rigler (WSDOT)	General Comment	Initial Draft	<p>WSDOT Olympic Region is proactively reviewing documents for the Comprehensive Plan Periodic Update and meeting with jurisdictions. We would appreciate if you could share when you anticipate releasing your DS/DNS, Transportation Chapter, Land Use Chapter, and Capital Facilities Plan documents for public comment. Knowing ahead of time will ensure that we can allocate adequate time to review your documents.</p> <p>We are finalizing a reference document for jurisdictions to use to understand WSDOT's role and priorities throughout the update process and we will send this to you once it is finished. Lastly, if you have an email notification system for updates on your comprehensive plan, please add our team email (ORPlanview@wsdot.wa.gov).</p>	Thank you for your comment. The SEPA public comment period for the Comprehensive Plan Update is anticipated to be September 9-23. A public hearing for the Draft Comprehensive Plan will be held on October 7th. Your team email (ORPlanview@wsdot.wa.gov) has been added to our Comprehensive Plan Update list.
6	4/23/2024	David Parker Brown (PSE)	Future Climate Element	N/A	<p>On behalf of Puget Sound Energy (PSE), I am reaching out to convey our thoughts for your consideration as part of the periodic update to the comprehensive plan and development regulations under the Revised Code of Washington (RCW), specifically Chapters 36.70A and 43.21C. The attached spreadsheet contains suggested language as it relates to customer programs and our shared climate goals. In the attached, you will find 7 tabs grouped by category. At PSE, we recognize that climate change is one of the biggest existential threats facing our planet today. As one of the largest producers of renewable energy in the Pacific Northwest, PSE has been an early leader in addressing climate change and investing billions in renewable resources and energy efficiency for homes and businesses. Now, PSE is on the path to meet the current and future needs of its customers and to deliver on the requirements to decarbonize operations and serve its customers and communities equitably. This transition is unprecedented in terms of the magnitude of the change and the accelerated time frame in which it must be achieved. By working together, we can successfully drive towards our shared clean energy goals.</p> <p>PSE looks forward to providing input as the comprehensive plan items are discussed in more detail. Together, we can reduce emissions and keep energy safe, reliable, and affordable.</p>	Thank you for your comment. This comment may be further addressed in a future Climate Element (required by 2029), which is outside the scope of this update. The 2024 Comprehensive Plan Update will not include a Climate Element but will have goals and policies incorporated throughout the Plan in other elements.

City of Orting Comprehensive Plan Update Project
Comments and Responses

7	4/23/2024	David Parker Brown (PSE)	Future Climate Element	N/A	<p>PSE proposes the following language related to Energy Equity: <i>"Partner with PSE to promote financial assistance and discounted billing programs for income qualified residents in order to ensure that the most vulnerable are not disproportionately impacted by the State's clean energy transition."</i></p> <p>PSE's financial assistance and discounted billing programs include the following:</p> <p>PSE's Bill Discount Rate (BDR): Our BDR program provides income qualified customers with ongoing help on their monthly energy bill. Depending on household income and size, customers can save 5% to 45% a month on your bill.</p> <p>PSE Home Energy Lifeline Program (HELP): PSE provides qualified customers with bill-payment assistance beyond the Washington state LIHEAP program. Customers do not need to owe a balance on their PSE bill to apply.</p> <p>LIHEAP Program: This government program provides financial assistance so eligible households can maintain affordable, dependable utility services and avoid disconnection. PSE can assist with eligibility requirements and applications.</p> <p>The Salvation Army Warm Home Fund: Administered by the SA and funded by voluntary contributions from PSE customers, employees, and investors. The Warm Home Fund provides short-term, emergency bill payment assistance to PSE customers facing financial difficulties.</p> <p>Payment Arrangements: PSE will work with customers to produce a manageable payment schedule with a realistic timeline for up to 18 months.</p> <p>Budget Payment Plan: PSE provides customers with a predictable average monthly payment to reduce bill fluctuation and avoid unplanned high bills during winter heating months.</p> <p>Home Weatherization Assistance: This program provides free upgrades for single-family homes, manufactured homes or eligible apartment buildings. Upgrades can include insulation, duct sealing and much more.</p> <p>Energy Efficiency Boost Rebates: PSE offers higher rebates on energy-efficient upgrades to income-qualified customers.</p> <p>Low-Income Eligible Community Solar: This no cost program enables bill savings of up to \$40 per month for income eligible customers.</p>	<p>Thank you for your comment. This comment may be further addressed in a future Climate Element (required by 2029), which is outside the scope of this update. The 2024 Comprehensive Plan Update will not include a Climate Element but will have goals and policies incorporated throughout the Plan in other elements.</p>
8	4/23/2024	David Parker Brown (PSE)	Future Climate Element	N/A	<p>PSE proposes the following language related to Electric Vehicles: <i>"Support EV charging infrastructure throughout the community in order to support the decarbonization of our transportation sector."</i></p> <p>PSE's Up & Go EV Charging programs include the following:</p> <p>PSE Up & Go Electric for Public: PSE helps organizations easily and affordably install public charging for all EV drivers.</p> <p>PSE Up & Go Electric for Fleet: PSE empowers businesses, municipalities and more with electrifying their fleets.</p> <p>PSE Up & Go Electric for Multifamily: PSE brings pole charging to multifamily properties to attract new residents and keep existing ones.</p> <p>PSE Up & Go Electric for Workplace: PSE brings charging to workplaces so employees can electrify their commutes.</p> <p>PSE Home Charging: PSE provides rebates and incentives for the installation of home EV charging stations.</p>	<p>Thank you for your comment. This comment may be further addressed in a future Climate Element (required by 2029), which is outside the scope of this update. The 2024 Comprehensive Plan Update will not include a Climate Element but will have goals and policies incorporated throughout the Plan in other elements.</p>
9	4/23/2024	David Parker Brown (PSE)	Future Climate Element	N/A	<p>PSE proposes the following language related to Energy Efficiency: <i>"Partner with PSE to promote energy efficiency programs and initiatives" and "Expedite permitting processes related to energy efficiency upgrades."</i></p> <p>PSE's Energy Efficiency Charging programs include the following:</p> <p>Home Energy Assessment: PSE offers a quick and convenient 3-step process to help customers understand and control their home's energy usage.</p>	<p>Thank you for your comment. This comment may be further addressed in a future Climate Element (required by 2029), which is outside the scope of this update. The 2024 Comprehensive Plan Update will not include a Climate Element but will have goals and policies incorporated throughout the Plan in other elements.</p>

City of Orting Comprehensive Plan Update Project
Comments and Responses

					<p>Energy Efficiency Rebates:</p> <ul style="list-style-type: none"> • Appliance program • Electric hybrid heat pump water heaters • Smart thermostats program • Weatherization program • Windows, water heat and space heat programs • Home weatherization assistance • Insulation <p>Other PSE Energy Rebates:</p> <ul style="list-style-type: none"> • EV chargers • New construction <p>Clean Buildings Accelerator: PSE assists customers with complying with Washington’s Clean Buildings Law (HB 1257, 2019).</p>	
10	4/23/2024	David Parker Brown (PSE)	Future Climate Element	N/A	<p>PSE proposes the following language related to Green Options: <i>"Partner with PSE to promote local investments and customer enrollment in clean energy projects and programs in order to achieve clean energy goals."</i></p> <p>PSE's programs related to Green Options include the following:</p> <p>Green Power: PSE customers can voluntarily contribute to PSE investments in renewable energy projects in the Pacific Northwest.</p> <p>Solar Choice: PSE customers can voluntarily purchase solar energy from independent sources through PSE.</p> <p>Carbon Balance: PSE customers can voluntarily purchase carbon offsets from local forestry projects through PSE.</p> <p>Community Solar: PSE customers can voluntarily contribute to solar projects of their choice installed on such facilities as local school and community centers.</p> <p>Renewable Natural Gas: PSE customers can voluntarily purchase blocks of RNG to lower than carbon usage and support the development of locally produced RNG.</p> <p>Green Direct: This program is offered to local municipalities and corporations seeking to reduce their carbon footprint by investing in large scale renewable energy projects. This program is currently full.</p>	Thank you for your comment. This comment may be further addressed in a future Climate Element (required by 2029), which is outside the scope of this update. The 2024 Comprehensive Plan Update will not include a Climate Element but will have goals and policies incorporated throughout the Plan in other elements.
11	4/23/2024	David Parker Brown (PSE)	Future Climate Element	N/A	<p>PSE proposes the following language related to Demand Response - Energy Management: <i>"Partner with PSE to promote and support programs designed to decrease load on the grid during times of peak use."</i></p> <p>PSE's programs related to Demand Response - Energy Management include the following:</p> <p>Time of Use (TOU) Program: PSE's current pilot program uses variable 24 hour pricing to incentivize customers to use less power during times of peak demand.</p> <p>Flex Rewards: This program encourages and financially incentivizes voluntary reduction in energy use during peak demand.</p> <p>Flex Smart: This program financially rewards customers for allowing PSE to make remote minor adjustments to thermostats during periods of high peak load and demand.</p> <p>Flex EV: This program incentivizes EV charging during off-peak hours.</p>	Thank you for your comment. This comment may be further addressed in a future Climate Element (required by 2029), which is outside the scope of this update. The 2024 Comprehensive Plan Update will not include a Climate Element but will have goals and policies incorporated throughout the Plan in other elements.
12	4/23/2024	David Parker Brown (PSE)	Future Climate Element	N/A	<p>PSE proposes the following language related to Grid Modernization & Infrastructure: <i>"Partner with PSE to effectively meet rapidly increasing electrical demand as the City and region work to achieve a Clean Energy Transition by adopting codes that support siting existing and new technologies."</i></p> <p>PSE's New Carbon Free Electrical Generation & Energy Storage Systems include the following:</p> <p>Wind and Hybrid Wind (co-located wind and battery): A variable source of power representing approximately 30% of PSE's future electric resource need by 2030.</p>	Thank you for your comment. This comment may be further addressed in a future Climate Element (required by 2029), which is outside the scope of this update. The 2024 Comprehensive Plan Update will not include a Climate Element but will have goals and policies incorporated throughout the Plan in other elements.

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Solar and Hybrid Solar (co-located solar and battery): A variable source of power representing approximately 16% of PSE's future electric resource need by 2030.

Utility-Scale Battery Energy Storage Systems (BESS): A technology that will allow energy to be stored for future use representing about 22% of PSE's future electric resource need by 2030. Types of energy storage technology include:

- Chemical (e.g., Lithium-Ion Iron-Air)
- Thermal (e.g., carbon, molten salt)
- Gravity (e.g., water pumping, mechanical)

Variable generation sources (wind & solar) require large scale **Battery Energy Storage Systems (BESS)** to be fully utilized since the sun goes down when demand increases and wind often fades when most needed; such as during extremely cold weather. Batteries maximize electrical production from variable generation sources, help meet periods of peak demand, and provide greater reliability for the grid.

13	4/23/2024	David Parker Brown (PSE)	Future Climate Element	N/A	<p>PSE proposes the following language related to Grid Modernization & Infrastructure: "<i>Expedite the local permitting and approval process in order to maintain grid capacity and reliability.</i>"</p> <p>PSE's New and Upgraded Transmission Lines, Substations, and Distribution Lines include the following: New regional transmission lines are needed to serve new utility scale clean energy resources, such as wind and solar.</p> <p>New local transmission lines are needed to meet increasing local demand due to growth, EV's, and electrification of the heating sector (e.g., Sammamish to Juanita line in Kirkland).</p> <p>Transmission upgrades are needed to meet increasing local demand (e.g., Energize Eastside line in Redmond, Bellevue, Newcastle, and Renton upgraded from 115kv to 230kv) due to growth, EVs, and electrification of the heating sector. In order to assure continued capacity and reliability, new and larger substations will be needed to meet growing energy needs due to growth, EVs and electrification of the heating sector.</p> <p>electrification of the heating sector.</p> <p>PSE proposes the following language related to Grid Modernization & Infrastructure: "Promote and support the growth of customer owned distributed energy resources."</p> <p>Behind the Meter - Distributed Energy Resources (DER) Customer Connected Solar: PSE assists customers with information and resources for installing residential solar projects and how to apply for interconnection and net metering with PSE.</p> <p>Battery Walls: PSE offers installation guidelines and a process whereby customers can report battery installations. Host An Energy Project: Community partners can get paid to lease space to PSE to develop distributed solar and/or battery storage projects.</p> <p>Distributed Renewables: PSE supports the development of commercial customer-owned renewable energy projects that generate between 100 kilowatts and 5 megawatts to interconnect to the PSE electrical distribution grid.</p>	<p>Thank you for your comment. This comment may be further addressed in a future Climate Element (required by 2029), which is outside the scope of this update. The 2024 Comprehensive Plan Update will not include a Climate Element but will have goals and policies incorporated throughout the Plan in other elements.</p>
16	4/23/2024	David Parker Brown (PSE)	Future Climate Element	N/A	<p>PSE proposes the following language related to Grid Modernization & Infrastructure: "<i>Support ongoing vegetation management in order to maintain system reliability.</i>"</p> <p>PSE's Vegetation Management strategies include: Many cities are pursuing aggressive urban forestry programs in order to beautify their community, reduce heat islands, and to provide carbon offsets. Such policies should be balanced with the need to protect electrical system reliability around overhead lines.</p>	<p>Thank you for your comment. This comment may be further addressed in a future Climate Element (required by 2029), which is outside the scope of this update. The 2024 Comprehensive Plan Update will not include a Climate Element but will have goals and policies incorporated throughout the Plan in other elements.</p>

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17	4/23/2024	David Parker Brown (PSE)	Future Climate Element	N/A	<p>PSE proposes the following language related to Grid Modernization & Infrastructure: "Pursue public-private partnership to seek funding sources to accelerate clean energy projects. "</p> <p>PSE's Public Funding strategies include: Recent state and federal legislation, including the IIJA and IRA, have unlocked public funding for climate and environmental benefit. PSE is aggressively pursuing all applicable funding opportunities to support lower customer bills, reduced power costs, and investments in the grid and clean energy. PSE is also supporting municipalities, tribes, and non-profits in their applications for public funding.</p>	<p>Thank you for your comment. This comment may be further addressed in a future Climate Element (required by 2029), which is outside the scope of this update. The 2024 Comprehensive Plan Update will not include a Climate Element but will have goals and policies incorporated throughout the Plan in other elements.</p>
18	4/23/2024	David Parker Brown (PSE)	Future Climate Element		<p>PSE proposes the following language related to Wildfire Preparedness: "Support PSE's wildfire mitigation efforts including electric system upgrades, year-round vegetation management, and fire weather operational procedures. Work closely with utilities and local fire departments to lessen the risk and impact of wildfires. "</p> <p>PSE's Wildlife Mitigation strategies include the following: Situational Awareness: PSE evaluates the condition of the electric system, as well as the environment around it, using real-time weather data, wildfire risk modeling and pre-wildfire season inspections. Strengthening the electric system: PSE regularly maintains and updates the electric system to provide safe and reliable power to our customers. In areas of high wildfire risk, we identify maintenance and improvement activities that will further reduce the risk of wildfire, including vegetation management, equipment upgrades, and in some cases, moving power lines underground.</p> <p>Operational Procedures: During wildfire season, PSE may change some device settings or implement operational procedures to reduce the risk of wildfire. In the future, PSE may proactively turn off power during high wildfire risk conditions to help prevent wildfires. This is called a Public Safety Power Shutoff (PSPS). Emergency Response: During an emergency, including an active wildfire, PSE will coordinate with local emergency officials and may implement emergency response procedures. This may include turning off power at the request of emergency officials for public and first responder safety.</p>	<p>Thank you for your comment. This comment may be further addressed in a future Climate Element (required by 2029), which is outside the scope of this update. The 2024 Comprehensive Plan Update will not include a Climate Element but will have goals and policies incorporated throughout the Plan in other elements.</p>
19	4/23/2024	David Parker Brown (PSE)	Future Climate Element	N/A	<p>PSE proposes the following language related to Gas Conservation & Decarbonization: "Evaluate the potential for renewable, recoverable natural gas in existing systems. "</p> <p>PSE's Renewable Natural Gas Production strategies include the following: Utilizing wastewater facility, landfill, or similar system.</p>	<p>Thank you for your comment. This comment may be further addressed in a future Climate Element (required by 2029), which is outside the scope of this update. The 2024 Comprehensive Plan Update will not include a Climate Element but will have goals and policies incorporated throughout the Plan in other elements.</p>
20	8/9/2024	*Anonymous	Transportation	N/A	<p>Orting needs more public transportation. Note: This comment is not a direct quote. This is a summary of general discussions had with attendees/general comments received at the 8/9/2024 Comprehensive Plan Open House.</p>	<p>Thank you for your comment. The Comprehensive Plan Update includes updates to the Transportation Element including the following related to encouraging multiple forms of transportation options: <i>"Goal T 8: Ensure preparedness and flexibility in the transportation network for changes in transportation technologies and mobility patterns."</i></p> <p><i>"Policy T 1.8: Maintain and improve the network of highways, streets, and roads that moves people, goods, and services safely and efficiently; minimizes social and environmental impacts; and supports various modes of travel."</i></p> <p>The existing Transportation Element includes the following goal, proposed to remain: <i>"Goal T1: Maintain a transportation system that accommodates the separation of through and local traffic, provides adequate internal circulation, and interconnects effectively to the regional highway, non-motorized, and public transportation systems is responsive to the mobility needs of City businesses and neighborhoods, and guides future developments."</i></p>

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21	8/9/2024 *Anonymous	General Comment	N/A	No more growth within the City. Note: This comment is not a direct quote. This is a summary of general discussions had with attendees/general comments received at the 8/9/2024 Comprehensive Plan Open House.	Thank you for your comment. Per the Puget Sound Regional Council (PSRC) projections, the population of Orting is anticipated to increase, with an estimated population of 9,550 persons by 2044. Due to the growth targets for cities across Washington state (including Orting), the City must properly plan for projected growth. The Comprehensive Plan Update provides goals and policies for sustainable growth that align with the City's character and vision, including (but not limited to): <i>"Goal LU 1: Be true to the vision for Orting by encouraging the expansion of its economic base while retaining elements of its agricultural heritage "</i> <i>" Policy LU 1.9: Review proposed commercial and public developments (including new construction or major renovation and alteration) according to the Architectural Design Review process to ensure consistency with the adopted Orting theme of "Turn of the Century Western and Victorian," a style of building, architecture, and exterior lighting used in Orting and the area from statehood in 1889 through World War I. Evaluation of a project will be based on the quality of its design and its relationship to the natural setting of the valley and mountain settings."</i>
22	8/9/2024 *Anonymous	General Comment	N/A	Growth is inevitable and is something that people need to adapt to. Note: This comment is not a direct quote. This is a summary of general discussions had with attendees/general comments received at the 8/9/2024 Comprehensive Plan Open House.	Thank you for your comment.
23	8/9/2024 *Anonymous	General Comment	N/A	No more growth within the City. Note: This comment is not a direct quote. This is a summary of general discussions had with attendees/general comments received at the 8/9/2024 Comprehensive Plan Open House.	Thank you for your comment. Per the Puget Sound Regional Council (PSRC) projections, the population of Orting is anticipated to increase, with an estimated population of 9,550 persons by 2044. Due to the growth targets for cities across Washington state (including Orting), the City must properly plan for projected growth. The Comprehensive Plan Update provides goals and policies for sustainable growth that align with the City's character and vision, including (but not limited to): <i>"Goal LU 1: Be true to the vision for Orting by encouraging the expansion of its economic base while retaining elements of its agricultural heritage "</i> <i>" Policy LU 1.9: Review proposed commercial and public developments (including new construction or major renovation and alteration) according to the Architectural Design Review process to ensure consistency with the adopted Orting theme of "Turn of the Century Western and Victorian," a style of building, architecture, and exterior lighting used in Orting and the area from statehood in 1889 through World War I. Evaluation of a project will be based on the quality of its design and its relationship to the natural setting of the valley and mountain settings."</i>
24	8/9/2024 *Anonymous	Parks and Recreation/ Natural Environment	N/A	Desire for more nature/recreational opportunities within the City Note: This comment is not a direct quote. This is a summary of general discussions had with attendees/general comments received at the 8/9/2024 Comprehensive Plan Open House.	Thank you for your comment. The City recently completed an Updated Parks, Trails, and Open Space Plan in 2022. Additionally, a Natural Environment Element was added to the Comprehensive Plan, which focuses on protection of existing critical areas within the City. Additionally, the City is in the process of developing the Main Parks Master Plan, which proposes additional amenities including pickle ball courts, a splash pad, playgrounds, relocating foothill trails, and additional amenities. More information on the Main Parks Master Plan can be found here: https://www.cityoforting.org/government/project-updates/main-parks-master-plan
25	8/10/2024 *Anonymous	Maintenance/ Parks and Recreation	N/A	I noticed a new restroom that is being built on the Orting Trail. However, my concern is safety and why the existing bathroom at the park is updated, or at least thoroughly cleaned, and repaired with soap and toilet paper stocked. I'm there almost everyday and the bathroom is disgusting and whomever cleans it is doing a terrible job.	Thank you for your comment. The comment has been noted and sent to the Public Works Department.
26	9/17/2024 *Anonymous	Transportation	Draft for SEPA Environmental Review and Public Comment	Why are we taxed for public transportation when we have no public transportation? Why do we allow so much housing being built without addressing infrastructure particularly 162, I've lived here 22+ years and it has gotten worse and there's been nothing done with the main road in and out. Explain to me why that hasn't been taken care of before we let more people build. Also. Why don't we do like some counties and cities in the Northeast they do not allow anything over 12 feet to be on the roads during rush hour i.e. logging trucks gravel trucks tractor trailers. Why don't we implement something like that.	Thank you for your comment. The Puget Sound Regional Council (PSRC) has developed a regional growth strategy, which has allocated growth targets among various jurisdictions. As for taxing, the local comprehensive plan does not address public transportation taxes.

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27	9/18/2024 *Anonymous	Land Use/ Natural Environment	Draft for SEPA Environment al Review and Public Comment	<p>I am concerned to preserve the farmland around Orting. Since farmland is practically irreplaceable, I think the development of the city should seriously consider the impact of development on the surrounding farms. If we could facilitate economic growth through farm related services and agritourism as well as other businesses, we might have the most sustainable plan. Also we should discourage housing options that tend towards the development of slums, such as the use of tiny houses.</p>	<p>The Economic Development Element of the Comprehensive Plan includes a goal (Goal ED 6) that states <i>"Promote regional tourism focused on eco-tourism and agritourism."</i> Additionally, the Land Use Element of the Comprehensive Plan provides goals and policies for sustainable growth that align with the City's character and vision, such as: <i>"Goal LU 1: Be true to the vision for Orting by encouraging the expansion of its economic base while retaining elements of its agricultural heritage"</i></p> <p>There is one small community of tiny homes that has been developed in Orting for homeless veterans. No changes are being proposed at this time for tiny homes, but tiny homes can serve multiple purposes and are not exclusively used to address homelessness.</p>
28	9/25/2024 *Anonymous	Transportation / Housing	Draft for SEPA Environment al Review and Public Comment	<p>As highlighted in the survey results, it's clear why so many people love living in Orting: the small-town charm, strong sense of community, and close-knit relationships are what make this place special. However, the very things that draw people to Orting are being jeopardized by unchecked growth and increasing traffic concerns. These issues are also the main reasons many feel compelled to leave.</p> <p>It's essential that we pause the continuation of allowing large organizations to build multi-unit complexes and townhomes that don't serve the long-term interests of our community. Instead, we should promote homebuilding that supports our current and future residents, fostering growth that aligns with Orting's values and unique character.</p> <p>Take, for example, the commute from Orting to Sumner—what should be a 9-mile drive can often take up to an hour due to traffic congestion. This alone highlights the strain our infrastructure is under. The number one priority for our community should be improving our roads and addressing traffic issues. If we don't focus on fixing these problems, the very reasons people love Orting will be eroded by unsustainable growth and lack of infrastructure development. Orting cannot solve the world's problems, but we do have the responsibility to solve our own. With the current rate of growth and lack of proper infrastructure, such as adequate roads, we need to prioritize what Orting needs, not what politicians in Olympia dictate. This is about protecting the future of our town and ensuring it remains a place that reflects the values and desires of its residents, not outside interests.</p> <p>Let's focus on thoughtful growth that preserves Orting's character and addresses the real needs of our community.</p>	<p>Thank you for your comment. Please see responses above regarding growth targets. In order to prepare for this anticipated growth, new 2023 Washington State legislation require cities to provide for missing middle housing and includes new regulations for Accessory Dwelling Units (ADU's) and allowing for higher densities.</p>
29	9/30/2024 Elizabeth Weldin (Pierce County - Planning and Public Works)	Natural Environment	Draft for SEPA Environment al Review and Public Comment	<p>We would like to become a Party of Record for the 2024 Comprehensive Plan Periodic Update.</p> <p>Pierce County appreciates the opportunity to review and comment on Orting's 2024 Comprehensive Plan update. Pierce County recommends that the City of Orting review and reference the Pierce County's 2023 Comprehensive Flood Hazard Management Plan (CFHMP). We look forward to continued coordination with City staff to address flood-related concerns of the Carbon and Puyallup Rivers surrounding the City. On page 9 of Packet 3, the highlighted new section describes Pierce County's planning efforts. The Pierce County flood plan should be titled "Pierce County Comprehensive Flood Hazard Management Plan". The paragraph also lists several proposed projects on the Carbon and Puyallup Rivers near the City of Orting. Pierce County has identified projects for the Puyallup and Carbon Rivers to improve the resilience of the flood risk reduction infrastructure. These projects are in the preliminary planning stages and still require multiple elements and funding before they are ready for implementation, and their benefit can be realized. Please refer to the CFHMP for more information about the County's Carbon and Puyallup River projects. The County recommends coordination between the proposed County and City projects for concurrency in the design and construction. Figure NE-3 on page 48 of Packet 3 does not show the best available data of the potential risk. Please refer to "PC_NHC Verified DFF Floodway" layer on Pierce County's PublicGIS - snapshot below. Based on the County's CFHMP and County staff observations, Figure NE-3 appears to understate the potential hazard and does not include all the available data. We encourage the City of Orting to explore zoning solutions that accommodate the Growth Management Act and regional population growth and housing requirements and avoid the mapped flood hazard and areas of flood risk.</p>	<p>Kim sent a response via email on 10/1: "Confirming receipt, and responding to some of your email's content.</p> <p>We can certainly make an edit in our Natural Environment Element that refers to the County's 2023 Comprehensive Floor Hazard Management Plan as a source of local flood information – we can also edit the reference on page 9 of the third packet to refer to the County's plan as the "Pierce County Comprehensive Flood Hazard Management Plan" and will propose substituting Figure NE-3 with the more updated layer you've provided to our Planning Commission. Given your note about our agencies' continued coordination on flood-related concerns, I've cc'd JC Hungerford and Ryan McBee to this email so they're apprised of this communication.</p> <p>Particular to your note regarding our zoning solution considerations to accommodate growth projections, we have completed a Land Capacity Analysis as a component of our Comprehensive Plan Update and have found sufficient capacity for our assigned growth targets, much of which would occur outside the flood hazard areas. The LCA is appended to our draft Comprehensive Plan if you wish to review it, and it's also been sent to PSRC and Commerce for their review. Finally, I'd like to accept your offer to transmit a copy of the Corps' Draft Feasibility Evaluation study from June 2024 to me; Ryan McBee and JC Hungerford could be included in that email, too.</p> <p>We will regard the County as a party of record to this project and will provide your comments to our Planning Commission and City Council to consider as they continue moving through the adoption process of our Comprehensive Plan."</p>

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In June, the U.S. Army Corps of Engineers delivered the Final Draft Jones Levee Feasibility Study to Pierce County. The study looked at four alternatives, with the preferred option being a setback levee. The modeling identified possible flooding impacts on the river's left bank -- the opposite side of the Puyallup River from the Jones Setback Levee. The possible impacts resulted in the estimated project cost of \$45 million or more. Pierce County is reassessing its strategy to address the funding gap and how to deliver the Jones Setback Levee project successfully. Unfortunately, the study is not publicly available at this time. The County would be glad to provide the Draft Feasibility Evaluation study (dated June 2024), upon the City's specific request.

Finally, here are some recent sediment studies of the Puyallup River Basin that may provide some information and insight for future infrastructure planning:

- Channel Change and Sediment Transport in the Puyallup River Watershed | U.S. Geological Survey (usgs.gov)
- Mount Rainier Fluvial Geomorphology and River Sedimentation | U.S. Geological Survey (usgs.gov)

30	10/24/2024	Tricia R. Sears- Washington Geological Survey (WGS) Washington DNR	Natural Environment	<p>For this proposal submitted via Planview, I looked at the proposal and focused on areas related to WGS work. Of note, but not limited to, I look for language around the geologically hazardous areas, mineral resource lands, mining, climate change, and natural hazards mitigation plans.</p> <p>Specifically in this proposal, I reviewed the three documents 20240916 Packet CPU 1, 2, and 3.</p> <p>CPU Packet 1, on page 1-2, suggest adding a reference to critical areas in the Natural Environment category of the diagram of Elements.</p> <p>On page 1-12, the Natural Environment Element has new language proposed and old language with strikethrough. Why is that language being struck?</p> <p>Critical areas are mentioned multiple times in this packet, but geologic hazards are not mentioned. Perhaps add a statement that notes additional information is found in the Natural Environment Element.</p> <p>CPU Packet 2, has no mention of critical areas or geologic hazards.</p> <p>CPU Packet 3, contains the Natural Environment Element. There are two paragraphs to describe the geologic hazard areas. There is no map. Suggest adding a map.</p> <p>Climate and Climate Change is a section on page NE-9 and Hazard Mitigation Planning is a section on page NE -11. There are multiple climate change and hazard related sections included. Nice job on including hazards, hazard mitigation planning, and climate resilience in your comp plan .Suggest putting a description early in the Natural Environment Element that clearly states/summarizes all the hazards identified in the hazard mitigation plan and critical areas identified for Orting. Then notes they will be described in subsequent paragraphs. It could be helpful for the reader.</p> <p>Recognizing the limitations of the current proposals, I want to mention that it would be great for you to consider these in current or future work, be it in your comprehensive plan, development code, and SMP updates, and in your work in general:</p> <ul style="list-style-type: none"> •Consider adding a reference to WAC 365-190-120 geologically hazardous areas for definitions in other areas besides the CAO. In addition, consider adding a reference to WAC 365-196-480 for natural resource lands. •Consider adding a reference to the WGS Geologic Information Portal in other areas besides the CAO. If you have not checked our interactive database, the WGS Geologic Information Portal, lately, you may wish to do so. Geologic Information Portal WA - DNR •If you have not checked out our Geologic Planning page, you may wish to do so. Geologic Planning WA - DNR 	<p>Kim replied to Tricia on October 23, 2024. Response is summarized below:</p> <p>Thank you for your comment. Previous to this Comprehensive Plan update, Orting's Comprehensive Plan did not have a Natural Environment element; that element is an entirely new piece of work this year. The struck through language was previously associated with the discussion under the Land Use element. In place of that language, the Land Use element was discussed more succinctly and language was added as appropriate to describe the Natural Environment element. These comments will also be considered during our Critical Areas Ordinance update process that will be taking place next year. Additionally, no mentions of critical areas or geologic hazards are included in CPU Packet 2, as the packet only included the Land Use and Housing Elements. The discussion of critical areas and geologic hazards has been limited to the Natural Environment element.</p> <p>We will make the following changes in the Natural Environment Element:</p> <ul style="list-style-type: none"> - Incorporate critical areas into the diagram. -Expand the discussion on 1-12 to include mention of geologic hazards. - Add a statment in the introduction that summarizes all the hazards identified in the hazard mitigation plan and critical areas identified for Orting
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#	Date Received	Name	Agency	Element or Topic	Version	Comments entered (Verbatim)	Response
26	9/16/2024	Rhonda Foster	Squaxin Island Tribe of Indians	Unspecified	Draft for SEPA Environmental Review and Public Comment	Our archaeologist, Shaun Dinubilo reviews and comments on all projects for the Cultural Resources Department at the Squaxin Island Tribe. Please send all project review requests to him in the future. I am forwarding this to him now.	Informational comment only; no response needed.
27	9/17/2024	Anonymo us	General Public	Transportati on	Draft for SEPA Environmental Review and Public Comment	Why are we taxed for public transportation when we have no public transportation? Why do we allow so much housing being built without addressing infrastructure particularly 162, I've lived here 22+ years and it has gotten worse and there's been nothing done with the main road in and out. Explain to me why that hasn't been taken care of before we let more people build. Also. Why don't we do like some counties and cities in the Northeast they do not allow anything over 12 feet to be on the roads during rush hour i.e. logging trucks gravel trucks tractor trailers. Why don't we implement something like that.	Thank you for your comment. The Puget Sound Regional Council (PSRC) has developed a regional growth strategy, which has allocated growth targets among various jurisdictions. As for taxing, the local comprehensive plan does not address public transportation taxes.
28	9/18/2024	27	General Public	Land Use/Natural Environment	Draft for SEPA Environmental Review and Public Comment	I am concerned to preserve the farmland around Orting. Since farmland is practically irreplaceable, I think the development of the city should seriously consider the impact of development on the surrounding farms. If we could facilitate economic growth through farm related services and agritourism as well as other businesses, we might have the most sustainable plan. Also we should discourage housing options that tend towards the development of slums, such as the use of tiny houses.	The Economic Development Element of the Comprehensive Plan includes a goal (Goal ED 6) that states "Promote regional tourism focused on eco-tourism and agritourism." Additionally, the Land Use Element of the Comprehensive Plan provides goals and policies for sustainable growth that align with the City's character and vision, such as: "Goal LU 1: Be true to the vision for Orting by encouraging the expansion of its economic base while retaining elements of its agricultural heritage" There is one small community of tiny homes that has been developed in Orting for homeless veterans. No changes are being proposed at this time for tiny homes, but tiny homes can serve multiple purposes and are not exclusively used to address homelessness.
29	9/25/2024	Anonymo us	General Public	Transportati on / Housing	Draft for SEPA Environmental Review and Public Comment	As highlighted in the survey results, it's clear why so many people love living in Orting: the small-town charm, strong sense of community, and close-knit relationships are what make this place special. However, the very things that draw people to Orting are being jeopardized by unchecked growth and increasing traffic concerns. These issues are also the main reasons many feel compelled to leave. It's essential that we pause the continuation of allowing large organizations to build multi-unit complexes and townhomes that don't serve the long-term interests of our community. Instead, we should promote homebuilding that supports our current and future residents, fostering growth that aligns with Orting's values and unique character. Take, for example, the commute from Orting to Sumner—what should be a 9-mile drive can often take up to an hour due to traffic congestion. This alone highlights the strain our infrastructure is under. The number one priority for our community should be improving our roads and addressing traffic issues. If we don't focus on fixing these problems, the very reasons people love Orting will be eroded by unsustainable growth and lack of infrastructure development. Orting cannot solve the world's problems, but we do have the responsibility to solve our own. With the current rate of growth and lack of proper infrastructure, such as adequate roads, we need to prioritize what Orting needs, not what politicians in Olympia dictate. This is about protecting the future of our town and ensuring it remains a place that reflects the values and desires of its residents, not outside interests. Let's focus on thoughtful growth that preserves Orting's character and addresses the real needs of our community.	Thank you for your comment. Please see responses above regarding growth targets. In order to prepare for this anticipated growth, new 2023 Washington State legislation require cities to provide for missing middle housing and includes new regulations for Accessory Dwelling Units (ADU's) and allowing for higher densities.
30	9/30/2024	Elizabeth Weldin	Pierce County - Planning and Public Works	Natural Environment	Draft for SEPA Environmental Review and Public Comment	We would like to become a Party of Record for the 2024 Comprehensive Plan Periodic Update. Pierce County appreciates the opportunity to review and comment on Orting's 2024 Comprehensive Plan update. Below are comments based on our review: Pierce County recommends that the City of Orting review and reference the Pierce County's 2023 Comprehensive Flood Hazard Management Plan (CFHMP). We look forward to continued coordination with City staff to address flood-related concerns of the Carbon and Puyallup Rivers surrounding the City. On page 9 of Packet 3, the highlighted new section describes Pierce County's planning efforts. The Pierce County flood plan should be titled "Pierce County Comprehensive Flood Hazard Management Plan". The paragraph also lists several proposed projects on the Carbon and Puyallup Rivers near the City of Orting. Pierce County has identified projects for the Puyallup and Carbon Rivers to improve the resilience of the flood risk reduction infrastructure. These projects are in the preliminary planning stages and still require multiple elements and funding before they are ready for implementation, and their benefit can be realized. Please refer to the CFHMP for more information about the County's Carbon and Puyallup River projects. The County recommends coordination between the proposed County and City projects for concurrency in the design and construction. Figure NE-3 on page 48 of Packet 3 does not show the best available data of the potential risk. Please refer to "PC_NHC Verified DFF Floodway" layer on Pierce County's PublicGIS - snapshot below. Based on the County's CFHMP and County staff observations, Figure NE-3 appears to understate the potential hazard and does not include all the available data. We encourage the City of Orting to explore zoning solutions that accommodate the Growth Management Act and regional population growth and housing requirements and avoid the mapped flood hazard and areas of flood risk. In June, the U.S. Army Corps of Engineers delivered the Final Draft Jones Levee Feasibility Study to Pierce County. The study looked at four alternatives, with the preferred option being a setback levee. The modeling identified possible flooding impacts on the river's left bank -- the opposite side of the Puyallup River from the Jones Setback Levee. The possible impacts resulted in the estimated project cost of \$45 million or more. Pierce County is reassessing its strategy to address the funding gap and how to deliver the Jones Setback Levee project successfully. Unfortunately, the study is not publicly available at this time. The County would be glad to provide the Draft Feasibility Evaluation study (dated June 2024), upon the City's specific request. Finally, here are some recent sediment studies of the Puyallup River Basin that may provide some information and insight for future infrastructure planning: •Channel Change and Sediment Transport in the Puyallup River Watershed U.S. Geological Survey (usgs.gov) •Mount Rainier Fluvial Geomorphology and River Sedimentation U.S. Geological Survey (usgs.gov)	Kim sent a response via email on 10/1: "Confirming receipt, and responding to some of your email's content. We can certainly make an edit in our Natural Environment Element that refers to the County's 2023 Comprehensive Flood Hazard Management Plan as a source of local flood information -- we can also edit the reference on page 9 of the third packet to refer to the County's plan as the "Pierce County Comprehensive Flood Hazard Management Plan" and will propose substituting Figure NE-3 with the more updated layer you've provided to our Planning Commission. Given your note about our agencies' continued coordination on flood-related concerns, I've cc'd JC Hungerford and Ryan McBee to this email so they're apprised of this communication. Particular to your note regarding our zoning solution considerations to accommodate growth projections, we have completed a Land Capacity Analysis as a component of our Comprehensive Plan Update and have found sufficient capacity for our assigned growth targets, much of which would occur outside the flood hazard areas. The LCA is appended to our draft Comprehensive Plan if you wish to review it, and it's also been sent to PSRC and Commerce for their review. Finally, I'd like to accept your offer to transmit a copy of the Corps' Draft Feasibility Evaluation study from June 2024 to me; Ryan McBee and JC Hungerford could be included in that email, too. We will regard the County as a party of record to this project and will provide your comments to our Planning Commission and City Council to consider as they continue moving through the adoption process of our Comprehensive Plan."



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November 21, 2024

Puget Sound Regional Council (PSRC)
Attn: Erika Harris, AICP
1201 3rd Avenue, Suite 500
Seattle, WA 98101
Sent via email to: eharris@psrc.org

Subject: City of Orting Response to PSRC Comprehensive Plan Comments

Dear Ms. Harris,

The City of Orting (City) received feedback from PSRC in response to the City's draft Comprehensive Plan Update on October 15, 2024 (see attached). The City has addressed each comment received by PSRC through revisions made in the finalization of the City's Comprehensive Plan. In an effort to ease future efforts by PSRC to confirm its feedback has been addressed and that the City's Comprehensive Plan complies with all statutory and regional requirements for plan certification, the City has prepared a matrix succinctly identifying how PSRC's comments have been satisfied and where revised content can be found in the City's 2024 periodic update to the Comprehensive Plan. The matrix has been attached to this letter.

If any thoughts or questions arise during review of this content or during PSRC's certification of the City's Comprehensive Plan, please reach out and we can work expeditiously to allay concerns or resolve discrepancies.

Sincerely,

Kim Mahoney
Community Development Director
kmahoney@cityoforting.org
360-893-9014

Enclosed Attachments:

1. Orting 2024 Comprehensive Plan Periodic Update PSRC Comment Response Matrix
2. PSRC Comments to Orting's draft Comprehensive Plan (October 15, 2024)



2024 Orting Comprehensive Plan Periodic Update
Response to PSRC Comments
Appendix 1

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**Orting 2024 Comprehensive Plan Periodic Update
PSRC Comment Response Matrix**

Comprehensive Plan Requirement	PSRC Comment	Orting Response
<p>Use land use assumptions substantially consistent with countywide growth targets (RCW 36.70A.070, WAC 365-196-430, VISION 2050 Regional Growth Strategy)</p>	<p>The city should ensure the final plan uses land use assumptions throughout that are substantially consistent with the adopted countywide growth targets. There are currently inconsistencies in the draft, including the employment growth target in the land use element (page LU-2).</p>	<p>With regard to targeted population, the identified discrepancy was simply a typo that inadvertently mistakenly referenced PSRC’s population growth target of 9,550 rather than Commerce’s target of 9,590 in Table LU-1. The typo has been corrected to reflect a population target of 9,590.</p> <p>With regard to targeted employment, a typo on page LU-2 referring to employment targets for 2024 was also corrected to 2044.</p> <p>Relevant changes to tables and graphics were similarly made for consistency in represented growth targets.</p>
<p>Provide travel demand forecasts and identify state and local system projects, programs, and management necessary to meet current and future demands and to improve safety and human health (RCW 36.70A.070, MPP-T-4-5)</p>	<p>The city must identify projects and programs, including roadway projects, non-motorized projects, and system maintenance, necessary to meet transportation demands. The plan currently includes only roadway projects in the 2044 Improvement Program list. The plan must include a complete project list, including non-motorized and maintenance projects. Information on these requirements is provided in</p>	<p>The City has captured its forecasted non-motorized projects and maintenance projects in its Transportation Improvement Plan (TIP), Non-Motorized Transportation Plan, Orting 2040 Transportation Plan, Pavement Management System, and Self-Evaluation and ADA Transition Plan. These plans and studies have been culminated and appended to the Comprehensive Plan as Appendix IV.</p>



	<p>Commerce’s Transportation Element Guidebook.</p>	<p>Table T-7 in the Transportation Element has also been updated to include intended improvements summarized from the plans included in Appendix IV.</p>
<p>Include a 20-year financing plan, as well as an analysis of funding capability for all transportation modes (RCW 36.70A.070(3), RCW 36.70A.070(6)(a)(iv), WAC 365-196-415, WAC 365-196-430, MPP-RC-11-12, T-6, T-15)</p>	<p>The Growth Management Act (RCW 36.70A.070(6)) requires that local comprehensive plans include a multiyear transportation financing plan for how the jurisdiction will meet the mobility needs identified for the planning period. The plan includes a list of transportation investments and estimated costs. It includes a list of funding sources but should also include estimated probable revenues available to the city and an analysis of the sufficiency of funding resources compared to estimated costs identified. Further guidance on how to address the financial analysis in the plan can be found in the Department of Commerce’s Transportation Element Guidebook, pages 202-212.</p>	<p>Additional detail relative to transportation financing and funding sources has been added to the Transportation Element and added by the incorporation of Appendix IV in the Comprehensive Plan. Context around the probability of funding sources has been addressed by acknowledging the intended sources of project funding (largely, grants and city funds), the inherent flexibility in the assured availability of government-funded projects, and the intended prioritization of transportation projects in the unfortunate event of insufficient funds. Orting recognizes the competitiveness of limited grant funding, the malleability of policy-driven city fund availability, and the rising cost of infrastructure material and labor costs and has prioritized preservation and maintenance transportation projects in the event that grant and city funds are insufficient to fund all intended projects.</p>



<p>Identify maintenance and system preservation projects and programs necessary to maintain the ability of the transportation system to provide safe, efficient, and reliable movement of people, goods, and services (RCW 36.70A.070, MPP-T-1-2, T-4)</p>	<p>The plan should include at least a conceptual plan for maintenance in the 20-year project list and financing plan. PSRC's Transportation Element Guidance provides information for developing a project list.</p>	<p>See Appendix IV; in particular, the Pavement Management System addresses maintenance project planning for Orting's transportation network.</p>
<p>Include state facilities and reflect related (regional/state) level-of-service standards (RCW 36.70A.070, RCW 36.70A.108)</p>	<p>The plan correctly states that SR 162 is a Highway of Regional Significance. It should clearly identify the level of service standard for SR 162 (LOS D). Policy T 1.30 states that the standard for SR 162 is LOS E through part of Orting.</p>	<p>Policy T 1.30 has been corrected to represent that the adopted level of service (LOS) for SR 162 is LOS D.</p>
<p>Increase the resilience of the transportation system and support security and emergency management (MPP-T-31)</p>	<p>The plan should include a policy to prepare the transportation and other systems for emergencies.</p>	<p>Policy T 1.8 has been amended to more fully implement MPP-T-31 and now reads: <i>Maintain and improve the network of highways, streets, and roads that moves people, goods, and services safely and efficiently; increases the resiliency of the transportation system to support security of the system and emergency management; minimizes social and environmental impacts; and supports various modes of travel.</i></p>
<p>Expand the diversity of housing types for all income level and demographic groups, including low, very low, extremely low,</p>	<p>The city should clarify the capacity for housing to meet various income levels. In the draft plan, ADUs are included as providing capacity for housing under 80%</p>	<p>See Appendix I, Land Capacity Analysis. Step 3 of the analysis exhibits Orting's compliance with direction provided by the Department of Commerce (Commerce) in</p>



<p>and moderate-income households (MPP-H-2-6, H-9)</p>	<p>AMI. Guidance from Commerce considers ADUs as moderate income (80->120% AMI) for higher-cost communities. All central Puget Sound cities are considered higher-cost communities. The plan must also demonstrate capacity for allocated emergency housing needs. Commerce’s Guidance for Updating Your Housing Element (Book 2) is a useful resource.</p>	<p>its “Guidance for Updating Your Housing Element (Book 2)” in Exhibit 14. The methodology set forth by Commerce was followed and demonstrates that affordability of ADUs in Orting aligns with assumptions for “moderate-cost communities”; therefore, ADUs in Orting can reasonably be afforded by those in our community earning 50-80% AMI. As such, assumptions in Orting’s LCA related to sufficiency of land to satisfy targeted growth remain unchanged; Orting has sufficient capacity for its targeted income-level based housing needs.</p>
<p>Identify and begin to undo local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including zoning that may have a discriminatory effect and areas of disinvestment and infrastructure availability</p>	<p>Analysis of racially disparate impacts, exclusion, and displacement should be included in the draft plan or an accompanying housing analysis. Commerce provides guidance on how to approach analysis of racially disparate impacts. PSRC’s Community Profiles include Racially Disparate Impacts measures that may be helpful.</p>	<p>Orting has prepared and included Appendix III: Housing Data and Supplemental Analysis, which assess potential racial disparate impacts and risk of displacement in our community. Risk of displacement had also already been included in the Housing Element (page H-14), and policies addressing these matters had already been added to the Comprehensive Plan (see Policies H 1.5, H 1.8, H 2.4, H 2.6, and H 2.7).</p>
<p>Protect and restore native vegetation and tree canopy (MPP-En-9, En-13)</p>	<p>The plan includes a policy to encourage use of native vegetation. It should also include a policy to protect and restore tree canopy.</p>	<p>Policy NE 4.1 has been revised to implement MPP-EN-9 and MPP-EN-13 and now reads: <i>Protect and restore natural resources that sequester and</i></p>



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		<i>store carbon, including native vegetation and tree canopy.</i>
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Puget Sound Regional Council

1201 Third Avenue, Suite 500, Seattle, WA 98101-3055 | psrc.org | 206-464-7090

2024 Orting Comprehensive Plan Periodic
Update
Response to PSRC Comments
Appendix 2

October 15, 2024

Kim Mahoney, Community Development Director
City of Orting
104 Bridge St S.
Orting, WA 98360

Subject: PSRC Comments on City of Orting Draft Comprehensive Plan

Dear Ms. Mahoney,

Thank you for providing an opportunity for the Puget Sound Regional Council (PSRC) to review a draft of the City of Orting's comprehensive plan. We recognize that the city has invested a substantial amount of time and effort in developing the draft plan and appreciate the chance to review the plan while in draft form. This timely collaboration provides an opportunity to review plan elements and prepares the city well for [certification](#) by PSRC once the full plan has been adopted.

We suggest the city consider the following comments as further work is completed for the comprehensive plan update to align with [VISION 2050](#) and the Growth Management Act. In particular, we encourage the city to work towards a final plan that addresses transportation and housing requirements and includes land use assumptions consistent with adopted growth targets throughout the plan.

We reviewed the draft plan using the PSRC [VISION 2050 Consistency Tool](#). Key sections of the consistency tool are listed below on the left along with relevant comments on the draft plan on the right.

Regional Growth Strategy

Plan Review Consistency Tool	PSRC Comment on Draft Plan
<p>Use land use assumptions substantially consistent with countywide growth targets (RCW 36.70A.070, WAC 365-196-430, VISION 2050 Regional Growth Strategy)</p>	<p>The city should ensure the final plan uses land use assumptions throughout that are substantially consistent with the adopted countywide growth targets. There are currently inconsistencies in the draft, including the employment growth target in the land use element (page LU-2).</p>

Transportation

<p>Provide travel demand forecasts and identify state and local system projects, programs, and management necessary to meet current and future demands and to improve safety and human health (RCW 36.70A.070, MPP-T-4-5)</p>	<p>The city must identify projects and programs, including roadway projects, non-motorized projects, and system maintenance, necessary to meet transportation demands. The plan currently includes only roadway projects in the 2044 Improvement Program list. The plan must include a complete project list, including non-motorized and maintenance projects. Information on these requirements is provided in Commerce’s Transportation Element Guidebook.</p>
<p>Include a 20-year financing plan, as well as an analysis of funding capability for all transportation modes (RCW 36.70A.070(3), RCW 36.70A.070(6)(a)(iv), WAC 365-196-415, WAC 365-196-430, MPP-RC-11-12, T-6, T-15)</p>	<p>The Growth Management Act (RCW 36.70A.070(6)) requires that local comprehensive plans include a multiyear transportation financing plan for how the jurisdiction will meet the mobility needs identified for the planning period. The plan includes a list of transportation investments and estimated costs. It includes a list of funding sources but should also include estimated probable revenues available to the city and an analysis of the sufficiency of funding resources</p>

Plan Review Consistency Tool	PSRC Comment on Draft Plan
	<p>compared to estimated costs identified. Further guidance on how to address the financial analysis in the plan can be found in the Department of Commerce’s Transportation Element Guidebook, pages 202-212.</p>
<p>Identify maintenance and system preservation projects and programs necessary to maintain the ability of the transportation system to provide safe, efficient, and reliable movement of people, goods, and services (RCW 36.70A.070, MPP-T-1-2, T-4)</p>	<p>The plan should include at least a conceptual plan for maintenance in the 20-year project list and financing plan. PSRC’s Transportation Element Guidance provides information for developing a project list.</p>
<p>Include state facilities and reflect related (regional/state) level-of-service standards (RCW 36.70A.070, RCW 36.70A.108)</p>	<p>The plan correctly states that SR 162 is a Highway of Regional Significance. It should clearly identify the level of service standard for SR 162 (LOS D). Policy T1.30 states that the standard for SR 162 is LOS E through part of Orting.</p>
<p>Increase the resilience of the transportation system and support security and emergency management (MPP-T-31)</p>	<p>The plan should include a policy to prepare the transportation and other systems for emergencies.</p>

Housing

<p>Expand the diversity of housing types for all income levels and demographic groups, including low, very low, extremely low, and moderate-income households (MPP-H-2-6, H-9)</p>	<p>The city should clarify the capacity for housing to meet various income levels. In the draft plan, ADUs are included as providing capacity for housing under 80% AMI. Guidance from Commerce considers ADUs as moderate income (80->120% AMI) for higher-cost communities. All central Puget Sound cities are considered higher-cost communities. The plan must also demonstrate capacity for allocated emergency housing needs.</p>
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Plan Review Consistency Tool	PSRC Comment on Draft Plan
	Commerce’s Guidance for Updating Your Housing Element (Book 2) is a useful resource.
Identify and begin to undo local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including zoning that may have a discriminatory effect and areas of disinvestment and infrastructure availability	Analysis of racially disparate impacts, exclusion, and displacement should be included in the draft plan or an accompanying housing analysis. Commerce provides guidance on how to approach analysis of racially disparate impacts. PSRC’s Community Profiles include Racially Disparate Impacts measures that may be helpful.
Environment	
Protect and restore native vegetation and tree canopy (MPP-En-9, En-13)	The plan includes a policy to encourage use of native vegetation. It should also include a policy to protect and restore tree canopy.

PSRC has resources available to assist the city in addressing these comments and inform development of the draft plan. We have provided links to online documents in this letter, and additional resources related to the plan review process can be found at <https://www.psrc.org/planning-2050/vision/vision-2050-planning-resources>.

We appreciate all the work the city is doing and the opportunity to review and provide comments. We are happy to continue working with you as the draft progresses through the update and adoption process. If you have any questions or need additional information, please contact me at eharris@psrc.org.

Sincerely,



Erika Harris, AICP, Growth Management Planning
Puget Sound Regional Council

cc: Review Team, Growth Management Services, Department of Commerce



CITY OF ORTING

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November 21, 2024

Washington State Department of Commerce (Commerce)

Attn: Eric Guida

1011 Plum Street SE

P.O. Box 42525

Olympia, WA 98504-2525

Sent via email to: eric.guida@commerce.wa.gov

Subject: City of Orting Response to Commerce's Comprehensive Plan Comments

Dear Mr. Guida,

The City of Orting (City) received feedback from Commerce in response to the City's draft Comprehensive Plan Update on November 6, 2024 (see attached). The City has addressed each comment received by Commerce through revisions made in the finalization of its Comprehensive Plan. In an effort to ease future efforts by Commerce to confirm its feedback has been addressed and that the City's Comprehensive Plan complies with all statutory requirements, the City has prepared a matrix succinctly identifying how Commerce's comments have been satisfied and where revised content can be found in the City's 2024 periodic update to the Comprehensive Plan. The matrix has been attached to this letter.

If any thoughts or questions arise during review of this content, please reach out and we can work expeditiously to allay concerns or resolve discrepancies.

Sincerely,

Kim Mahoney

Community Development Director

kmahoney@cityoforting.org

360-893-9014

Enclosed Attachments:

1. Orting 2024 Comprehensive Plan Periodic Update, Commerce Comment Response Matrix
2. Commerce Comments to Orting's draft Comprehensive Plan (November 6, 2024)



2024 Orting Comprehensive Plan Periodic
Update
Response to PSRC Comments
Appendix 1

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**Orting 2024 Comprehensive Plan Periodic Update
Commerce Comment Response Matrix**

Comprehensive Plan Requirement	Commerce Comment	Orting Response
<p>A consistent population projection throughout the plan which should be consistent with the jurisdiction’s allocation of projected countywide population and housing needs. RCW 36.70A.115, RCW 43.62.035 and WAC 365-196-405(f).</p>	<p>We understand that PSRC and Vision 2050 set a population target of 9,550 for the city; however, we recommend using the population target consistent with the target allocated to the Orting by Pierce County (9,590).</p>	<p>The identified discrepancy was simply a typo that inadvertently mistakenly referenced PSRC’s population growth target of 9,550 rather than Commerce’s target of 9,590 in Table LU-1. The typo has been corrected to reflect a population target of 9,590.</p> <p>Relevant changes to tables and graphics were similarly made for consistency in represented growth targets.</p>
<p>Estimates of population densities and building intensities based on future land uses and housing needs. RCW 36.70A.070(1), WAC 365-196-405(2)(i).</p>	<p>Please include the assumed densities used to calculate capacity in each zoning category in your land capacity analysis or discuss these in the text, RCW 36.70A.070(1). For more information on assumed densities, see page 24 of Commerce Guidance for Updating Your Housing Element, Book 2.</p>	<p>Edits have been made to Appendix I: Land Capacity Analysis (LCA) defining the assumed densities used to calculate capacity in each zoning category. Densities used in our calculations were based on the methodology and factors used in the Pierce County 2021 Buildable Lands Report.</p>



<p>Identification of capacity of land for housing including, but not limited to, government-assisted housing, housing for moderate, low, very low, and extremely low-income households, manufactured housing, multifamily housing, group homes, foster care facilities, emergency housing, emergency shelters, permanent supportive housing. RCW 36.70A.070(2)(c) amended in 2021, WAC 365-196-410(e) and (f)</p>	<p>MISSING REQUIREMENT (EMERGENCY HOUSING):</p> <p>The city has not demonstrated sufficient capacity for emergency housing. Please complete a capacity analysis for emergency housing, which demonstrates that current development regulations can accommodate the allocated growth target of 14 emergency housing beds (Pierce County Ordinance No. 2023-22s).</p>	<p>See Appendix I: LCA. Sufficient capacity for Orting’s emergency housing targets has been analyzed and addressed in Table 3 of the LCA. A conclusionary statement to this effect is included in Table 7 of the LCA.</p>
	<p>CHANGES NEEDED (ADUs):</p> <p>Please do not count ADUs toward capacity for projected housing needs below 50% AMI without documentation that ADUs are affordable at those levels. These units are unlikely to reach the lowest affordability levels.</p>	<p>See Appendix I: LCA. Step 3 of the analysis exhibits Orting’s compliance with direction provided by the Commerce in its “Guidance for Updating Your Housing Element (Book 2)” in Exhibit 14. The methodology set forth by Commerce was followed and demonstrates that affordability of ADUs in Orting aligns with assumptions for “moderate-cost communities”; therefore, ADUs in Orting can reasonably be afforded by those in our community earning 50-80% AMI. As such, assumptions in Orting’s LCA related to sufficiency of land to satisfy targeted growth remain unchanged; Orting has sufficient capacity for its targeted income-level based housing needs.</p>



<p>Adequate provisions for existing and projected housing needs for all economic segments of the community. RCW 36.70A.070(2)(d) amended in 2021, WAC 365-196-010(g)(ii), WAC 365-196-300(f), WAC 365-196-410 and see Commerce’s Housing Action Plan (HAP) guidance: Guidance for Developing a Housing Action Plan</p>	<p>The Implementation Challenges discussion on page H-3 is a great start to identifying barriers to development. Please expand on this section and identify other barriers to developing housing for households at all income levels. The city should also identify actions within the control of the local government to address those barriers. (RCW 36.70A.070(2)(d)). See Chapter 4. Adequate Provisions (pgs. 48-69) and Appendix B (pgs. 114-127) in Housing Element Book 2 for more information.</p> <p>You may complete the checklists provided by Commerce to fulfill this requirement. We have examples on our EZView site.</p>	<p>As is demonstrated in Orting’s LCA, adequate provisions are in place to allow the development of housing (existing and projected) for all economic segments. Table 7 summarizes the findings of the LCA and exhibits that Orting has a small surplus of available housing across all economic segments projected in our community. Orting’s recent code amendments broadening the types of housing types that are outright permitted in each of its residential zones (including cottage housing, duplexes, accessory dwelling units, adult family homes, mobile and manufactured homes, townhouses, and single-family residential) and its expanse of outright permitted housing types in the heart of Orting’s mixed use and business core create a wealth of opportunity for the development of varied housing types that can accommodate the expansive income bands of our current and future residents. See Orting Municipal Code 13-3-3 for Orting’s Land Use Matrix.</p>
<p>Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including:</p>	<p>The housing element is missing a review of local housing policies that may have led to racially disparate impacts, displacement, and exclusion in housing (RCW 36.70A.070(e)).</p>	<p>Orting has prepared and included Appendix III: Housing Data and Supplemental Analysis to the Comprehensive Plan, which assesses potential racial disparate impacts and risk</p>



<ul style="list-style-type: none"> • Zoning that may have a discriminatory effect; • Disinvestment; and • Infrastructure availability <p>RCW 36.70A.070(e) new in 2021</p>	<p>Please include a summary of a review of housing policies in the housing element or in an appendix. See Step 3: Evaluate policies in Commerce Book 3: Guidance to Address Racially Disparate Impacts (pgs. 33-40).</p> <p>The city should also identify if there is evidence of racially disparate impacts in Orting. See Book 3 Step. 2 (pgs. 19-26). Commerce has data available to help with this assessment – Orting RDI Data.</p>	<p>of displacement in our community. Risk of displacement had also already been included in the Housing Element (page H-14). A review of Orting’s policies that may have led to racially disparate impacts, displacement, and exclusion in housing has been conducted, and policies have been added or revised to implement RCW 36.70A.070(e); see Policies H 1.5, H 1.8, H 2.4, H 2.6, and H 2.7.</p>
<p>Plan ensures public participation in the comprehensive planning process. RCW 36.70A.020(11), .035, and .140, WAC 365-196-600(3) provide possible public participation choices.</p>	<p>The Public Process and Visioning section could be improved by including additional information about the outreach conducted to inform the comprehensive plan. RCW 36.70A.020(11). Consider including information about the communities who participated in this process.</p>	<p>The development and soon-adoption of Orting’s Comprehensive Plan was broadly publicized for over a year and engaged the community at extensively-attended events. Community workshops and open houses were held at annual community events in Orting that are known to be attended by a representative group of residents and visitors, including the Home for the Holidays Event (December 2023), the Daffodil Festival (April 2024) and the Orting Farmers Market (August 2024). A website was also created for the Comprehensive Plan update and included a list of public meetings and hearings wherein the public could participate in the project and also included FAQs, comment forms, and a request form to be added to an email distribution list for project</p>



CITY OF ORTING

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		<p>updates; the website was easily accessible by QR codes that were included in utility bill inserts and flyers at community events. The City also held monthly hybrid-style open public meetings and multiple hybrid-style open public hearings during evening weekday hours to accommodate a broad range of schedules and public attendance; the hearings were noticed to the public and all meeting/hearing materials were publicly available in easily-accessible online formats. City staff could be reached directly by the public to relay any comments on the Comprehensive Plan update directly to Orting's Planning Commission and City Council.</p> <p>Holistically, Orting's offered choices of public participation opportunities were broad and long-term, and were inclusionary of all members of the community.</p>
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2024 Orting Comprehensive Plan Periodic
Update
Response to PSRC Comments
Appendix 2

EXPANDED HOUSING CHECKLIST

Periodic Update Checklist for Fully-Planning Cities and Counties¹ with additional checklist items for housing element review.²

This checklist provides the framework Commerce regional planners will use to review periodic update submissions. **This checklist is NOT required to be completed by each jurisdiction;** it is an additional tool to help local planners meet the intent of the statute.

- Jurisdictions may submit draft housing elements to [Laura Hodgson](#) for initial review prior to 60-day review. Jurisdictions in the PSRC region are encouraged to submit draft housing elements to Commerce when it is submitted to PSRC and/or King County, as the requirements from the state are slightly different from the local or regional requirements.
- **Housing element submissions should include a land capacity analysis (LCA) reflecting updated policies.** This LCA may be included as a supporting document such as a Housing Needs Assessment (HNA) or simply a separate land capacity analysis document. If the LCA is missing from the submission, it will be requested by Commerce staff.
- Regional planners will review draft comprehensive plans and development regulations for the items **IN BOLD CAPITALIZED TEXT BELOW EACH ITEM.** If these materials are not included in the housing submission, Commerce staff will request them. More information on these requirements are included in parenthesis if additional information is needed. (Land use element review items are included for reference to ensure consistency between elements.)
- Commerce will also be tracking that zoning changes are consistent with comprehensive plan changes and the LCA ([RCW 36.70A.115](#)). These zoning changes implement the policies in the comprehensive plan to plan for and accommodate housing affordable to all income brackets.
- **Questions?** Contact Laura Hodgson at Laura.Hodgson@commerce.wa.gov or 360-764-3143.

¹ The checklist items in this document are applicable to cities and counties, unless otherwise noted, but the headings in the checklist may be slightly different from the county checklist.

² The May 2024 checklist includes the following updates: (1) Under Section I: Comprehensive Plan Elements, Housing Element, item (e) – clarified that a land capacity analysis is needed for emergency housing. (2) Under Section II: Development Regulations, item (b) – corrected state statute reference which was incorrect.

Section I: Comprehensive Plan Elements

Land Use Element

Consistent with countywide planning policies (CWPPs) and RCW 36.70A.070(1)

	Consistent? Yes/No	Changes needed?
<p>b. A future land use map showing land uses, city limits and UGA boundaries. RCW 36.70A.070(1) and RCW 36.70A.110(6), WAC 365-196-400(2)(d), WAC 365-196-405(2)(i)(ii)</p> <p>THE LAND USES MUST REFLECT PROJECTED GROWTH INCLUDING FUTURE HOUSING NEEDS.</p>	Yes	
<p>d. A consistent population projection throughout the plan which should be consistent with the jurisdiction’s allocation of projected countywide population and housing needs. RCW 36.70A.115, RCW 43.62.035 and WAC 365-196-405(f)</p> <p>TABLE OR OTHER DOCUMENTATION OF LOCAL ALLOCATION OF POPULATION AND HOUSING NEEDS BY INCOME BRACKET FROM THE COUNTYWIDE PROCESS.</p>	See right	We understand that PSRC and Vision 2050 set a population target of 9,550 for the city; however we recommend using the population target consistent with the target allocated to the Orting by Pierce County (9,590).
<p>e. Estimates of population densities and building intensities based on future land uses and housing needs. RCW 36.70A.070(1), WAC 365-196-405(2)(i)</p> <p>ESTIMATES SHOULD INCLUDE ASSUMED DENSITIES TO ACCOMMODATE HOUSING NEEDS. (See WAC 365-196-210(6), and Housing Element Book 2: Step C and footnote 30 on page 24.)</p>	No	Please include the assumed densities used to calculate capacity in each zoning category in your land capacity analysis or discuss these in the text, RCW 36.70A.070(1) . For more information on <i>assumed densities</i> , see page 24 of Commerce Guidance for Updating Your Housing Element, Book 2.

Housing Element

In the 2021 legislative session, HB 1220 substantially amended the housing-related provisions of the Growth Management Act (GMA), RCW 36.70A.070(2). Local governments should review local comprehensive plan policies and countywide planning policies to be consistent with the updated requirements. Please refer to Commerce’s housing webpages for further information about the new requirements:

Updating GMA Housing Elements and Planning for Housing.

	Consistent? Yes/No	Changes needed?
<p>a. Goals, policies and objectives for:</p> <ul style="list-style-type: none"> the preservation, improvement and development of housing, RCW 36.70A.070(2)(b), and moderate density housing options including, but not limited to, duplexes, triplexes, and townhomes, within an urban growth area boundary. RCW 36.70A.070(2)(b) amended in 2021, and WAC 365-196-410(2)(a) <p>ENSURE THERE ARE POLICY(IES) ON A VARIETY OF MODERATE DENSITY HOUSING TYPES, SUCH AS DUPLEXES, TRIPLEXES, AND TOWNHOMES IN URBAN GROWTH AREAS.</p>	Yes	
<p>b. Consideration of housing locations in relation to employment locations. RCW 36.70A.070(2)(d) amended in 2021</p> <p>LAND USE MAP SHOULD SHOW HIGHER DENSITY HOUSING LOCATED NEAR EMPLOYMENT (COMMERCIAL) AND/OR ADJACENT TO HIGH QUALITY TRANSIT IF APPLICABLE. (Housing Element Book 2: see pages 67-68.)</p>	Yes	
<p>c. Consideration of the role of accessory dwelling units (ADUs) in meeting housing needs. RCW 36.70A.070(2)(d) amended in 2021</p> <p>TO SHOW CONSIDERATION OF ADUS, DO ONE OR BOTH OF THE FOLLOWING:</p> <p>(1) THE HOUSING NEEDS ASSESSMENT OR HOUSING ELEMENT MUST INCLUDE TEXT AND/OR POLICIES THAT ADDRESSES THE POTENTIAL FOR ADUS TO MEET HOUSING NEEDS, OR</p> <p>(2) INCLUDE ADU CAPACITY IN LAND CAPACITY ANALYSIS. 20-year ADU capacity should not exceed 10% of eligible lots.</p> <p>(See Housing Element Book 2 - ADU narrative guidance: pages 68-69; ADU capacity: see Step 1.6 on pages 27-28.)</p>	Yes	

Housing Element

In the 2021 legislative session, HB 1220 substantially amended the housing-related provisions of the Growth Management Act (GMA), RCW 36.70A.070(2). Local governments should review local comprehensive plan policies and countywide planning policies to be consistent with the updated requirements. Please refer to Commerce’s housing webpages for further information about the new requirements:

Updating GMA Housing Elements and Planning for Housing.

	Consistent? Yes/No	Changes needed?
<p>d. An inventory and analysis of existing and projected housing needs over the planning period, by income band, consistent with the jurisdiction’s share of countywide housing need, as provided by Commerce. RCW 36.70A.070(2)(a) amended in 2021, WAC 365-196-410(2)(b) and (c)</p> <p>TABLE OR OTHER DOCUMENTATION OF LOCAL ALLOCATION OF HOUSING NEEDS BY INCOME BRACKET. (Housing Element Book 1: see #6 of “Minimum standards for identifying and allocating projected housing needs” on page 60.)</p>	Yes	
<p>e. Identification of capacity of land for housing including, but not limited to, government-assisted housing, housing for moderate, low, very low, and extremely low-income households, manufactured housing, multifamily housing, group homes, foster care facilities, emergency housing, emergency shelters, permanent supportive housing. RCW 36.70A.070(2)(c) amended in 2021, WAC 365-196-410(e) and (f)</p> <p>STATEMENT SHOWING THERE IS SUFFICIENT CAPACITY OF LAND FOR ALL INCOME HOUSING NEEDS, INCLUDING EMERGENCY HOUSING. INCLUDE A TABLE SHOWING THE BREAKDOWN OF CAPACITY IN ZONES WHICH ADDS UP TO HOUSING NEEDS FOR ALL INCOME LEVELS, INCLUDING EMERGENCY HOUSING. (Supporting documentation of land capacity analysis is encouraged.) (Housing Element Book 2: see bottom table of Exhibit 17 on page 40 and Exhibit 20 on page 48.)</p> <p>ANY LIMITATIONS ON SUPPORTIVE HOUSING TYPES (EMERGENCY HOUSING (EH), EMERGENCY SHELTER (ES), PERMANENT SUPPORTIVE HOUSING (PSH), AND TRANSITIONAL HOUSING (TH)) MUST ALLOW THE SITING OF A SUFFICIENT NUMBER OF UNITS AND BEDS NECESSARY TO MEET PROJECTED NEEDS. (Housing Element Book 2: see pages 41-48.)</p> <p>THE ZONING MAP MUST BE CONSISTENT WITH AND IMPLEMENT THE LAND USE MAP AND LAND CAPACITY FINDINGS. (See RCW 36.70A.115(1), WAC 365-196-800)</p>	No	<p>MISSING REQUIREMENT: The city has not demonstrated sufficient capacity for emergency housing. Please complete a capacity analysis for emergency housing, which demonstrates that current development regulations can accommodate the allocated growth target of 14 emergency housing beds (Pierce County Ordinance No. 2023-22s).</p> <p>CHANGES NEEDED: Please do not count ADUs toward capacity for projected housing needs below 50% AMI without documentation that ADUs are affordable at those levels. These units are unlikely to reach the lowest affordability levels.</p>

	Consistent? Yes/No	Changes needed?
<p>f. Adequate provisions for existing and projected housing needs for all economic segments of the community. RCW 36.70A.070(2)(d) amended in 2021, WAC 365-196-010(g)(ii), WAC 365-196-300(f), WAC 365-196-410 and see Commerce’s Housing Action Plan (HAP) guidance: Guidance for Developing a Housing Action Plan</p> <p>INCLUDE A LIST OF BARRIERS TO AFFORDABLE HOUSING NEEDS, INCLUDING BARRIERS TO EMERGENCY HOUSING AND PERMANENT SUPPORTIVE HOUSING. (Housing Element Book 2: see page 50 and Appendix B.)</p> <p>INCLUDE A LIST OF ACTIONS NEEDED TO REMOVE BARRIERS TO AFFORDABLE HOUSING. (Housing Element Book 2: see page 61 and Appendix B.)</p> <p>Note: Identification of barriers to affordable housing and actions to remove barriers do not need to be in table format, but both items need to be present in the housing element.</p>	No	<p>MISSING: The Implementation Challenges discussion on page H-3 is a great start to identifying barriers to development. Please expand on this section and identify other barriers to developing housing for households at all income levels. The city should also identify actions within the control of the local government to address those barriers. (RCW 36.70A.070(2)(d)). See Chapter 4. Adequate Provisions (pgs. 48-69) and Appendix B (pgs. 114-127) in Housing Element Book 2 for more information.</p> <p>You may complete the checklists provided by Commerce to fulfill this requirement. We have examples on our EZView site.</p>
<p>g. Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including:</p> <ul style="list-style-type: none"> • Zoning that may have a discriminatory effect; • Disinvestment; and • Infrastructure availability <p>RCW 36.70A.070(e) new in 2021</p> <p>INCLUDE A STATEMENT OF WHETHER DATA SHOWS IF THERE ARE DISPARATE IMPACTS. NOTE: COMMERCE HAS DATA AVAILABLE FOR ALL JURISDICTIONS ON OUR EZVIEW SITE. (Housing Element Book 3: see pages 19-20.)</p> <p>REVIEW OF HOUSING ELEMENT POLICIES AND REGULATIONS THAT HAVE LED TO THESE IMPACTS. This may be in the housing element, housing needs assessment or the staff report. (Housing Element Book 3: see pages 33-36; this specific evaluation framework is not required.)</p>	No	<p>MISSING: The housing element is missing a review of local housing policies that may have led to racially disparate impacts, displacement, and exclusion in housing (RCW 36.70A.070(e)).</p> <p>Please include a summary of a review of housing policies in the housing element or in an appendix. See Step 3: Evaluate policies in Commerce Book 3: Guidance to Address Racially Disparate Impacts (pgs. 33-40).</p> <p>The city should also identify if there is evidence of racially disparate impacts in Orting. See Book 3 Step. 2 (pgs. 19-26). Commerce has data available to help with this assessment – Orting RDI Data.</p>
	Consistent? Yes/No	Changes needed?

<p>h. Establish policies and regulations to address and begin to undo racially disparate impacts, displacement, and exclusion in housing caused by local policies, plans, and actions. RCW 36.70A.070(2)(f) new in 2021</p> <p>INCLUDE POLICIES TO ADDRESS THESE IMPACTS, OR THAT ADDRESS DEVELOPMENT OF MORE AFFORDABLE HOUSING, PRESERVATION OF EXISTING AFFORDABLE HOUSING, AND PROTECTION OF EXISTING HOUSEHOLDS. (Policies: Housing Element Book 3, see pages 36-39 and Appendix C of Housing Element Book 2; Regulations: Housing Element Book 3, pages 43-44.)</p>	<p>TBD</p>	<p>Please include policies in the housing element or revise current policies to address the findings of the racially disparate impacts analysis (see above comment on item g.).</p>
<p>i. Identification of areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments. RCW 36.70A.070(2)(g) new in 2021</p> <p>DISCUSSION AND/OR MAP OF AREAS THAT MAY BE AT RISK OF DISPLACEMENT. (COMMERCE AND PSRC HAVE MAPS AVAILABLE, AND INCLUSION OF ONE WOULD MEET THIS REQUIREMENT.) (Housing Element Book 3: see pages 27-31.)</p> <p>Establish anti-displacement policies, with consideration given to the preservation of historical and cultural communities as well as investments in low, very low, extremely low, and moderate-income housing; equitable development initiatives; inclusionary zoning; community planning requirements; tenant protections; land disposition policies; and consideration of land that may be used for affordable housing. RCW 36.70A.070(2)(h) new in 2021</p> <p>SEE H ABOVE.</p>	<p>Yes</p>	

Consistency is required by the GMA

	Consistent? Yes/No	Changes needed?
<p>b. All plan elements must be consistent with each other. RCW 36.70A.070 (preamble) and WAC 365-196-500</p> <p>ENSURE CAPITAL FACILITIES, TRANSPORTATION AND UTILITIES ELEMENTS INCLUDE IMPROVEMENTS TO SUPPORT ADDED HOUSING DENSITY AND CONSIDER UNDERSERVED AREAS. LIKELY CONSIDERATIONS WILL INCLUDE SYSTEM IMPROVEMENTS AND PRIORITIZING AND FUNDING THIS WORK. (Housing Element Book 2: see LCA Step 1.3 “Identify gaps in utility infrastructure and services” on page 22, and “Identify related infrastructure and service needs” on page 77.)</p>	Yes	

Public Participation

<p>a. Plan ensures public participation in the comprehensive planning process. RCW 36.70A.020(11), .035, and .140, WAC 365-196-600(3) provide possible public participation choices.</p> <p>THE PUBLIC PARTICIPATION PLAN SHOULD SHOW EFFORTS TO ENGAGE VULNERABLE POPULATIONS, OVERBURDEDED COMMUNITIES, AND THOSE WHO MAY HAVE BEEN DISPARATELY IMPACTED BY HOUSING POLICIES. (Housing Element Book 3: see pages 15-19.)</p>	TBD	The Public Process and Visioning section could be improved by including additional information about the outreach conducted to inform the comprehensive plan. RCW 36.70A.020(11) . Consider including information about the communities who participated in this process.
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Section II: Development Regulations

Must be consistent with and implement the comprehensive plan. [RCW 36.70A.040](#), [WAC 365-196-800](#) and [810](#)

Zoning Code

	Consistent? Yes/No	Changes needed?
<p>a. Zoning designations are consistent and implement land use designations that accommodate future housing needs by income bracket as allocated through the countywide planning process. (RCW 36.70A.070(2)(c) - Amended in 2021 with HB 1220)</p> <p>If subject to middle housing requirements in RCW 36.70A.635, see material on Commerce’s Middle Housing webpage.</p> <p>ZONING MAP AND TEXT ALLOW FOR THE HOUSING TYPES AND DENSITIES IN THE LAND CAPACITY ANALYSIS.</p> <p>THESE ZONING CHANGES MUST BE COMPLETE BY THE END OF THE PERIODIC UPDATE PERIOD.</p>	Yes	
<p>b. [FOR CITIES] Permanent supportive housing or transitional housing must be allowed where residences and hotels are allowed. RCW 35A.21.430 amended in 2021, RCW 35.21.683, amended in 2021, (HB 1220 sections 3-5)</p> <p>“permanent supportive housing” and “transitional housing” is defined in RCW 36.70A.030; “transitional housing” is defined in RCW 84.36.043(3)(c)</p> <p>[FOR CITIES AND COUNTIES] ANY LIMITATIONS ON PERMANENT SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING MUST BE CONNECTED TO PUBLIC HEALTH AND SAFETY AND ALLOW THE SITING OF A SUFFICIENT NUMBER OF UNITS AND BEDS NECESSARY TO MEET PROJECTED NEEDS. (Housing Element Book 2: see pages 41-48.)</p>	Yes	
<p>c. [FOR CITIES] Indoor emergency shelters and indoor emergency housing shall be allowed in any zones in which hotels are allowed, except in cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within one-mile of transit. Indoor emergency housing must be allowed in areas with hotels. RCW 35A.21.430 amended in 2021, RCW 35.21.683, amended in 2021, (HB 1220 sections 3-5)</p> <p>“emergency housing” is defined in RCW 36.70A.030(14)</p> <p>[FOR CITIES AND COUNTIES] ANY LIMITATIONS ON EMERGENCY HOUSING AND EMERGENCY SHELTER MUST BE CONNECTED TO PUBLIC HEALTH AND SAFETY AND ALLOW THE SITING OF A SUFFICIENT NUMBER OF UNITS AND BEDS NECESSARY TO MEET PROJECTED NEEDS. (Housing Element Book 2: see pages 41-48.)</p>	Yes	



**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	11.20.2024	
	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 2024-1138 – 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 forward to regular business meeting on November 26 th , 2024 as a consent agenda item.				
FUTURE MOTION: <u>Motion:</u>				
To adopt ordinance No. 2024-1138, 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.				

CITY OF ORTING
WASHINGTON
ORDINANCE NO. 2024-1138

**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 26th DAY of November, 2024.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kimberly Agfalvi, CMC, City Clerk

Approved as to form:

Kendra Rosenberg, City Attorney
Kenyon Disend

Filed with the City Clerk:
Effective Date:
Passed by the City Council:
Date of Publication:

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: _____

EXHIBIT D
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.

1 Week Traffic Study Conducted 4/22/24 - 4/26/2024

STUDY	ZONE	DIR	POST SPEED	VIOLATION START SPEED	ALL TRAFFIC	AM VIOLATIONS	PM VIOLATIONS	TOTAL POTENTIAL VIOLATIONS PER WEEK
01N SB	PTR	NB	20	26	8975	597	395	992
01S NB	PTR	SB	20	26	8477	674	847	1521
02N SB	OHS	NB	20	26	7901	532	281	813
02S NB	OHS	SB	20	26	6752	231	347	605
						2034	1870	3931

Hypothetical 1 month Period based on Study (Traffic Study X4)

STUDY	ZONE	DIR	POST SPEED	VIOLATION START SPEED	ALL TRAFFIC	AM VIOLATIONS	PM VIOLATIONS	TOTAL POTENTIAL VIOLATIONS PER MONTH
01N SB	PTR	NB	20	26	35900	2388	1580	3968
01S NB	PTR	SB	20	26	33908	2696	3388	6084
02N SB	OHS	NB	20	26	31604	2128	1124	3252
02S NB	OHS	SB	20	26	27008	924	1388	2420
						8136	7480	15724

Infractions subject to \$5.00 processing fee (total number above 400) 15324

Total Fee "\$5.00 Per infraction over 400" \$76,620.00

Monthly Fee (4 cameras) \$19,000

Total monthly Fees \$95,620.00

Violations Per Month	Ticket Amount:	Total Fee's Per Month	Monthly Revenue Minus Fee's	Monthly Revenue minus 25% going to State	Revenue Per School Day	Revenue Per School Year (182 School Days Per Year)	If total violations reduced by 50%	If total violations reduced by 75%
15724	\$290 (\$145X2)	\$95,620.00	\$4,464,340.00	\$3,348,255.00	\$167,412.75	\$30,469,120.50	\$15,234,560.25	\$7,617,280.13

Based upon the initial 1 week traffic study numbers x4

The maximum penalty by law is \$145.00. School zone tickets are then doubled due to School Zone enhancement laws making the total penalty \$290

Total monthly fee's are \$95,620.00 include: \$19,000 for the cost of cameras + \$5.00 processing fee for each infraction over 400 (1 month = \$76,620.00)



**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		
		11.7.2024	11.20.2024	
	Department:	Public Safety		
	Date Submitted:	11.7.2024		
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 forward to regular business meeting on November 26 th , 2024 as a consent agenda item.				
FUTURE MOTION: <u>Motion:</u>				
To authorize the Mayor to enter into an interlocal agreement with Pierce County for specialized services as presented.				

**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 thirty (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, polices 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 December 31, 2025. It shall automatically renew on January 1 of each calendar year thereafter, to extend no later than December 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 RCW 10.93.040.

SECTION 16. AGREEMENT ADMINISTRATION, COMMUNICATIONS, AND RECORDS.

- A. The County and the City shall each designate a Contract Manager to administer this Agreement. Contract Managers shall monitor service levels and budget provisions of this Agreement. During the term of this Agreement, the respective Contract Managers will communicate as needed via telephone, e-mail or in person to relay information, answer questions, or to raise concerns related to the goals and objectives of this Agreement.

- B. The Parties to this Agreement shall each maintain records which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of either/both Parties, other personnel duly authorized by either Party, the Office of the State Auditor, and federal officials so authorized by law. All records relevant to this Agreement will be

retained for six (6) years after expiration and the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine these materials during this period.

END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING.

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 checked="" type="checkbox"/> Special Weapons & Tactics (SWAT)	N/A	<input type="checkbox"/> \$0.57 per resident	<input checked="" type="checkbox"/> \$16,880 per response
<input checked="" type="checkbox"/> Hazardous Devices (Bomb Squad)	<i>No charge for Regional Asset</i>		
<input checked="" type="checkbox"/> Marine Services/Dive	<i>No charge for Regional Asset</i>		
<input checked="" 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 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.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: City of Orting Community Policing Outline	AB24-126	Public Safety		
		11.7.2024	11.20.2024	
	Department:	Police		
	Date Submitted:	11.13.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:	Public Safety Committee			
Fiscal Note:				
Attachments: DM Gunther Community Policing Funding Outline				
SUMMARY STATEMENT:				
<p>The Public Safety Committee discussed DM Gunther and CM Moore’s request for additional funding for community policing and wants to receive additional clarification and guidance as to the intent of this funding. On November13, DM Gunther provided additional clarification as to his intent for this additional funding which is an attachment to this agenda bill.</p>				
RECOMMENDED ACTION: <u>Action:</u> Discussion Item				
FUTURE MOTION: <u>Motion:</u> None				

Scott Larson

From: Gretchen Russo
Sent: Wednesday, November 13, 2024 3:01 PM
To: Kim Agfalvi
Cc: Scott Larson
Subject: FW: Community policing pilot

fyi

From: Tod Gunther <TGunther@cityoforting.org>
Sent: Wednesday, November 13, 2024 2:42 PM
To: Gretchen Russo <GRusso@cityoforting.org>
Subject: Re: Community policing pilot

PS. Could you also place a print of the below in my inbox? I can't print at home right now.

Dear Committee:

Am submitting the following for your consideration.

At our recent Budget Retreat, the Mayor suggested that some measurements of success for a community policing program might be a good pursuit. I have put together the following to start that ball rolling. Ultimately, of course, any program should be informed by the Police Chief's staff availability, resources, response times, etc.

Our small town's unique characteristics -- geographic proximity between developments, bike accessibility through it's easy trail system, and close-knit Mayberry culture -- provides an excellent environment for a pilot of this type. Benefits could include: greater street intel, decreased crime in some categories, increased neighborhood satisfaction, increased officer pride of work, Orting's ability to receive DOJ grants, and recruitment benefits by way of program reputation and specialness.

Community policing can indeed be a force-multiplier for a city.
Best,
Tod

Orting COPS Pilot Program:

The Community Policing Pilot Program seeks to be an award-winning model for the county, setting the standard for how law enforcement in a small town can work. It seeks to bring the community and police officers closer by focusing on foot/bike patrols, business visits, HOA engagements, city events, and national best-practices in this area. Together we aim to build a better, more connected city by creating a community policing program that others will aspire to replicate.

The below measurements are based on best-practices in other cities. Some baseline data may also be available from past Orting surveys.

1. Reduction in Crime & Other Rates:

- Measure changes in the rate of specific crimes (e.g., property crime, vandalism, petty theft) before and after the pilot program, especially in areas covered by foot/bike patrols.

2. Foot/Bike Patrol Visit Frequency:

- Time spent on pedestrian patrols and interactions per shift could be tracked to assess engagement levels.
- Track the number of community visits (businesses, HOAs, etc.) conducted. Consistency and coverage of all areas are important indicators.

3. Neighborhood Satisfaction & Trust:

- Surveys or focus groups with residents, businesses, and HOAs to gauge their perceptions of safety and trust in the police.
- Increased reporting of crimes or suspicious activities by community members as a sign of improved trust.
- Positive feedback from the community about officers' visibility and responsiveness.
- Monitor the number of attendees at community meetings, events, or discussions related to the policing program. This can show if the program fosters greater involvement and civic participation.

4. Officer Satisfaction:

- Conduct regular feedback sessions or surveys with officers involved in the program to understand their perspectives on the effectiveness of the strategy.
- Check for improvements in job satisfaction, morale, and retention rates among officers.
- Monitor for reduction in non-emergency calls, as community members might address minor issues directly with officers on foot patrol instead of calling 911.
- Consider a COPS incentive program

5. Public Awareness & Visibility:

- Track information strategies to the public on how citizens feel aware of the program's goals and benefits.
- A final report at the end of the year could combine these metrics to give an overall assessment of the program's impact on both public safety and community relationships
- Analyze the public's sentiment toward the program as reflected in media coverage, social media engagement, and community conversations.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Prosecutor Contract Extension.	AB24-124	Public Safety		
		11.7.2024	11.20.2024	
	Department:	Administration		
	Date Submitted:	10.31.2024		
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: <u>Action:</u>				
Move forward to regular business meeting on November 26 th , 2024 as a consent agenda item.				
FUTURE MOTION: <u>Motion:</u>				
To authorize the Mayor to extend the contract with Prosecutor Karen Lentz until December 31 st , 2025 at a cost to not exceed \$2450.00 per month.				

**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 January 1st, 2024, and ending December 31st, 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: karenlentzlaw@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: *KSA*

Title: Attorney

Date: 08/10/23

CITY OF ORTING:

By: *Joshua Penner*
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-notice>

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

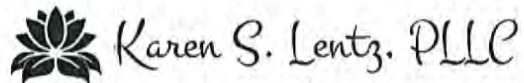
Requested Information:

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
torrienewsome@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
2023-08-10 - 11:39:13 PM GMT
-  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: City of Orting Grant Policy Review.	AB24-116	CGA		
		11.6.2024	11.20.2024	
	Department:	Administration		
	Date Submitted:	10.30.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:	Kim Agfalvi, City Clerk			
Fiscal Note:				
Attachments: City of Orting Grant Policy				
SUMMARY STATEMENT:				
<p>Councilmembers Sproul and Hogan asked that the City of Orting Grant Policy be added to the November CGA Committee agenda for Committee review.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
<p>Move forward to the regular business meeting on November 26th, 2024 as a consent agenda item.</p>				
FUTURE MOTION: <u>Motion:</u>				
<p>To approve the City of Orting grant policy as presented.</p>				



CITY OF ORTING

Grant Policy

Mission Statement: The City of Orting supports the development of services and organizations which bring significant value to its citizens and which serve a public purpose.

Section I. Baseline Criteria for receiving grant funding.

Selected grant recipients may receive direct cash contributions from the City of Orting, pursuant to the following procedures and conditions. Grant funding is defined as direct cash donations to non-profit and/or section 501(c)(3) organizations which bring significant value to the citizens of Orting and which serve a public purpose, and organizations that benefit vulnerable and needy populations are given priority. Grant requests are considered on an annual basis and receiving a grant is not guaranteed year to year. Grant requests are dependent on limited city funds and the council reserves the right to allocate funds as it deems appropriate.

All organizations requesting grant funding must comply with the following eligibility standards:

- A. Organizations must be legally tax exempt as defined by IRS section 501(c) (3), or non-profit status, and shall provide proof of the same to the City upon request.
- B. Pursuant to the terms of Section III herein, Organizations must carry their own insurance, and shall execute an agreement wherein the Organization agrees to use the grant funds for the public purpose identified in the Organization's application materials, and further agrees to indemnify the City and hold the City harmless (*see* Attachment A, hereto).
- C. Organizations must serve the residents within the City of Orting and/or the Orting School District.
- D. When approved, all materials distributed by the Organization as a result of the City's grant must contain the City of Orting logo.

The City will prioritize requests received from groups and activities by those groups that serve seniors, youth, the infirm or disabled and people in need within the City. Certain cohort groups are assumed to meet these criteria, including groups that serve senior citizens age 65 and older;

people with disabilities who qualify for the Pierce County Property Tax exemption/reductions; and food bank recipients.

Section II. Process for seeking Grant:

1. All groups seeking grants from the City of Orting must submit a formal request in writing by ~~August 21st~~the third Friday in August of each calendar year for the following year. The request must include a cover letter specifying the dollar amount sought and how it will be used. The letter must include the following attachments:
 - A. Grant Application;
 - B. Previous year's financial statement;
 - C. Current year's budget documents;
 - D. Signed Contract Agreement
 - E. Proof of non-profit status, including but not limited to 501(c)(3) identification number.
 - F. Proof of liability insurance.
2. Grant seekers must submit one electronic copy and one original copy of their application and a cover letter and any attachments to the City Clerk or designee by ~~August 21st~~the third Friday in August for Council consideration. Late submissions will not be accepted. The copies of these materials will be reviewed by the Community and Government Affairs Committee in September, who will bring their recommendation to the full Council at a study session in September. Those recommendations will be discussed during budget workshops. Members of the public may view the file copy at City Hall during business hours or make a Public Records Request to the City Clerk to obtain a copy.
3. A representative of the group must attend the Community and Government Affairs ("CGA") Committee meeting in order to present the organizations request and answer any questions. The City shall provide the organization notice of the CGA Committee meeting at which the organization's application will be reviewed.
4. The CGA Committee will review applications and make a recommendation to the City Council. The City Council will make a final determination by Resolution during budget season.
5. Grant recipients shall execute a contract with City in substantially the same form as is depicted at Exhibit A hereto. The contract shall be executed prior to the receipt of grant funds.
6. Grant recipients shall report regarding the organization's use of the grant funds to the City Council in the manner set in the aforementioned contract and by the date set therein.

Failure to report shall compromise the grant recipient’s ability to receive future grant funding.

Section III. Funding Levels.

The intent of the Council with setting funding thresholds is to encourage organizations to fundraise. The City does not typically want to be a long-term major grantor of any particular organization, and believes that fundraising is the primary purpose of a non-profit board. All current grant recipients will be reset to year one of the table below. The following table lays out the Council’s intended funding structure.

<u>Year</u>	Maximum Percent of Recipient’s Prior Year’s Revenue, or Maximum Funding Amount
1 st	At Council’s Discretion or \$10,000
2 nd	20% or \$8,000
3 rd	15% or \$6,000
4 th	10% or \$4,000
5 th	5% or \$2,000
6+	No more than 5% of recipient’s prior year’s revenue or \$2,000

Section IV. Grants of Facilities

Grant requests may request in their application use of a city facility without cost for a purpose that is the same as the stated mission of the grantor’s organization. Fundraising at City facilities is not permitted unless the grantee has paid a rental fee for the city facility.

Section V. Insurance & Indemnity Requirements for City Grant.

All organizations selected to receive a grant pursuant to this policy shall execute an agreement with the City prior to the dispersal of funds, and said agreement shall include (but is not limited to) the following requirements pertaining to indemnification and insurance:

1. Indemnification / Hold Harmless

User shall defend, indemnify and hold harmless the City of Orting, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Orting.

2. Insurance

A. Insurance Term

The User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Orting's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Orting shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Orting. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Orting shall be excess of the User's insurance and shall not contribute with it.

D. City of Orting Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the City of Orting shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City of Orting evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:
VII.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Director Employment Contracts.	AB24-114	CGA		
		11.06.2024	11.20.2024	
	Department:	Human Resources		
	Date Submitted:	10.21.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:	Shawna Punzalan			
Fiscal Note:				
Attachments:	Department Director Employment Agreement Template & draft for City Administrator, City Clerk, Finance Director			
SUMMARY STATEMENT:	<p>Department Director employment agreements have not been completed, or are outdated, for several Dept Directors with the City. Contracts are needed for City Administrator, City Clerk and Finance Director.</p> <p>Staff have prepared an employment agreement and it is being presented for Council approval.</p>			
RECOMMENDED ACTION: <u>Action:</u>	<p>Move forward to regular business meeting on November 26th, 2024 as a consent agenda item.</p>			
FUTURE MOTION: <u>Motion:</u>	<p>To authorize the Mayor to execute an employment agreement for the positions of City Administrator, City Clerk and Finance Director.</p>			

**CITY OF ORTING
PROFESSIONAL SERVICES AGREEMENT
FOR
TITLE**

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

RECITALS

Employee is hired by Employer as Title as of December 1, 2024 (the “Effective Date”). The parties wish to memorialize Employee’s at-will employment status, in accordance with the terms and conditions set forth herein.

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

TERMS

1. Services.

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

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

2. Acknowledgement of Employment At-Will Status.

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

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

3. Compensation.

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

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

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

(d) Employee shall not receive or be entitled to any severance for Employee's termination with cause or Employee's voluntary resignation. Following the termination of Employee's employment for cause, the City shall in accordance with its normal payroll schedule and practices pay to Employee their prorated monthly salary earned through the effective date of termination. In all cases of separation with the City, Employee will be paid out for all unused vacation, comp, and holiday. The employee, when terminated without cause, shall be eligible to receive 25% of sick leave hours accrued and unused up to the date of separation with the city.

Accrual payout(s) will be processed the regular payroll cycle following the return of all city property and records.

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

5. Benefits.

(a) Employee will accrue vacation leave at a rate of 16.66 hours per month (25 days per year). Employee may accrue up to 360 hours of vacation, but no more than 240 hours of vacation will be paid out upon separation. Employee will accrue sick leave at a rate of 8 hours per month (12 days per year). All vacation, holiday, and sick leave hours accrued by Employee that are available to the Employee prior to the effective date of this agreement will survive this agreement and continue to be available to the Employee after the effective date, subject to any accrual caps set out in this agreement. Any accrued and unused compensatory time will be paid out to the employee in the regular payroll following the effective date of this agreement.

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

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

(d) Employee shall be entitled to enroll in any medical plan that is available to the City's non-Law Enforcement employees. In the event the City requires employees to contribute

a portion of their spouse's and/or dependents' premium in a personnel policy, Employee shall pay that amount which is currently twenty percent (20%) of that premium.

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

6. Indemnification.

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

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

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

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

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

11. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 1st day of December, 2024

EMPLOYEE:

Employee

CITY OF ORTING:

Joshua Penner, Mayor

Attest:

Scott Larson, City Administrator

Approved as to Form:

Kendra Rosenberg, City Attorney



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Meeting Minutes and Video Recordings.	AB24-122	PW Committee		
		11.6.2024	11.20.2024	
	Department:	Administration		
	Date Submitted:	11.13.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:	Kim Agfalvi, City Clerk			
Fiscal Note:				
Attachments: Staff Memo.				
SUMMARY STATEMENT:				
<p>Councilmember Moore asked that staff bring forward for discussion meeting minutes and video recordings of committee meetings.</p> <p>City of Orting City Council and Study Session meetings are recorded by PCTV and those recordings are available for viewing on the City of Orting website.</p> <p>Staff have prepared a memo comparing action minutes versus verbatim minutes and have compiled three alternatives for preserving the record and preparing meeting minutes along with possible projected costs to implement each alternative.</p>				
RECOMMENDED ACTION: <u>Action:</u>				
Informational item only.				
FUTURE MOTION: <u>Motion:</u>				
TBD.				



Memo

To: Mayor Penner, Deputy Mayor Gunther, CM Moore, CM Tracy, CM Sproul, CM Holland, CM Hogan, CM Tracy.

From: Kim Agfalvi, CMC – City Clerk

cc: City Administrator Scott Larson, Finance Director Gretchen Russo, Executive Assistant Danielle Charchenko.

Date: November 7th, 2024

Re: Minutes and Recordings of Meetings.

Background

What constitutes meeting minutes? The Open Public Meetings Act (OPMA) at [RCW 42.30.035\(1\)](#) provides: The minutes of all regular and special meetings except executive sessions of such boards, commissions, agencies or authorities shall be promptly recorded and such records shall be open to public inspection.

State laws applicable to specific local governments also require agencies keep minutes for meetings of their legislative bodies, but the laws do not go into detail. See, for example, [RCW 35A.39.010](#) (applicable to code cities) which provides, in relevant part: Every code city shall keep a journal of minutes of its legislative meetings with orders, resolutions and ordinances passed, and records of the proceedings of any city department, division or commission performing quasi-judicial functions as required by ordinances of the city and general laws of the state and shall keep such records open to the public.

The City has adopted Robert's Rules of Order which offers a simple guideline for what should be included in meeting minutes. “Minutes should record what is done, not what is said.” Since the City of Orting utilizes Robert's Rules of Order, staff currently creates action minutes for City Council meetings and is working to create consistency with Council committees, council meetings, and commissions. By creating consistency, citizens can familiarize themselves with the format of minutes and seek the information they are looking for.

Action Minutes

Action minutes record key information about the meeting and describe any action that was taken. They may also include a note that discussion was held — with a brief description of the discussion — if the governing body wants to make it clear that they did their due diligence on a given issue. [MRSC](#) and [Jurassic Parliament](#) recommend that local government councils, commissions, and committees use action minutes. MRSC recommends action minutes because

they help a governing body stay focused on its future goals, and result in savings in time and energy for the governing body and the agency as a whole.

Positives:

1. **Concise and Efficient:** Focus only on decisions, actions, and essential points, making them quick to review.
2. **Clear Accountability:** Emphasizes responsibilities and deadlines, helping track who is responsible for specific tasks.
3. **Easier to Read and Distribute:** Shorter format makes them easier for participants and stakeholders to digest.
4. **Saves Time:** Faster to prepare and review, especially helpful for meetings with frequent updates or recurring decisions. Takes less resources to prepare.
5. **Encourages Focus:** Directs attention to outcomes and follow-up actions, avoiding the risk of getting bogged down in details.

Negatives:

1. **Lacks Context:** May omit important discussion details that clarify why a decision was made.
2. **Reduces Transparency:** Without full content, stakeholders may feel left out of important nuances or viewpoints.
3. **Limited Use for Future Reference:** Doesn't capture the full conversation, which may be valuable for historical or legal reference.
4. **Subjectivity Risk:** Summary format may inadvertently reflect bias based on what is deemed "important" by the minute-taker.
5. **May Miss Critical Points:** Important side discussions or stakeholder comments may be overlooked if they don't lead to specific actions.

Verbatim Minutes

Verbatim minutes are a complete, word-for-word record of a meeting's proceedings. They are a type of meeting minute that can be used to document the events of a meeting in detail. Verbatim minutes are often used when legal documentation is required as they offer a precise, thorough account of the proceedings

Positives:

1. **Full Transparency:** Captures everything, providing an exact record of what was said by each participant.
2. **Comprehensive Detail:** Useful for complex issues where context is critical to understanding decisions.
3. **Good for Legal or Historical Reference:** Provides a thorough record, which may be necessary for compliance or historical accuracy.
4. **Minimizes Bias:** Since everything is recorded, it's less likely that important details are missed or altered.
5. **Useful for Absent Members:** Provides a detailed account that helps absentees fully understand what transpired.

Negatives:

1. **Time-Consuming:** Takes much longer to prepare, review, and distribute, especially for lengthy meetings. Governing body has to invest time and energy in reviewing draft minutes and has to agree and approve changes.
2. **Difficult to Digest:** Length and detail can make it hard for readers to extract key points quickly.
3. **Resource-Intensive:** Requires more recording tools, note-taking, and transcription time, which can add costs.
4. **Can Lead to Misinterpretation:** Capturing all comments verbatim may result in statements taken out of context. Does not capture sentiment.
5. **Privacy Concerns:** Participants may be less open if they know everything is recorded verbatim, impacting the quality of discussion.

Conclusion

Staff have identified three alternatives that council can consider for preserving the record and minutes:

1. Staff will prepare action minutes for committee, council, and commission meetings. For council meetings, we will continue our practice of having PCTV record the meetings and live stream them to the city's Facebook account.
Cost: There would be no additional cost for this.
2. Staff will prepare verbatim minutes for committee, council, and commission meetings, and we will continue with our practice of PCTV recording council meetings and streaming the meetings to Facebook.
Cost: The time required to produce verbatim minutes is about 3 additional hours per hour of meeting. The city averages about 12 hours of meetings per month, meaning that this would take about .5 of an additional FTE to complete minutes. The city would also need to invest in additional microphones, and channels in the council chamber to capture adequate audio to create verbatim minutes. A wild guess for this capital cost would be \$5,000.
3. Staff will prepare action minutes for committee, council, and commission meetings. For council meetings, we will continue our practice of having PCTV record the meetings and live stream them to the city's Facebook account and would add a YouTube account for ease of video aggregation. From these streams, the city would be able to generate a transcript, capturing what was said.
Cost: The city would also need to invest in additional microphones, and channels in the council chamber to capture adequate audio to create verbatim minutes. A wild guess for this capital cost would be \$5,000.



**City of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Legislative Priorities 2025.	AB24-83	CGA		
		7.3.2024 9.4.2024 11.6.2024	11.20.2024	
	Department:	Administration		
	Date Submitted:	6.26.2024		
Cost of Item:	N/A			
Amount Budgeted:	N/A			
Unexpended Balance:	N/A			
Bars #:	N/A			
Timeline:				
Submitted By:	Kim Mahoney, Community Development Director Scott Larson, City Administrator			

Fiscal Note:

Attachments:

SUMMARY STATEMENT:

Staff have identified one legislative priority for the CGA Committee.

Community Development Department – Legislative Priority

Minding the wealth of new state requirements cities must adhere to, the widespread industry staffing challenges, and the importance in retaining a sense of local community and culture, the City wants to prioritize consistency among state agency mandates and worries that state agencies have not considered the application of their many mandates through a realistic lens.

Recent changes to building and energy codes, creation of wildland-urban interface codes, reduced impact fee collection for certain developments, and abbreviated project review timelines with financial penalties on cities contribute to increased development cost and increased risk to public infrastructure; these changes work in stark contrast to other recent legislation calling for an increase in affordable housing, accessory dwelling units, supportive housing, and ADA-compliant public infrastructure. It is not realistic to expect private industry developers to build more expensive structures for less revenue. It is not practical to impede revenue streams for public infrastructure improvements and expect public infrastructure to improve. It is not responsible to ignore the cost and risk burdens imposed on property owners by insurance providers who learn of new hazards to assets which are mitigated by yet more costly regulated development practices.

The City is concerned that state agencies have enacted disjointed legislation and is worried about the repercussion’s cities will face when development expectations from the state are unmet. The promise of

more legislation in the coming years on climate readiness, shoreline management, housing, and transportation lead the City to prioritize legislation that can be successfully implemented in tandem and can be done so without risk to the individual character and values of each city.

RECOMMENDED ACTION: Action:

Move forward to regular business meeting on November 26th, 2024 as a consent agenda item.

FUTURE MOTION: Motion:

To approve the City of Orting 2025 legislative priorities as presented.