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

ORTING CITY COUNCIL
Regular Business Meeting Agenda
104 Bridge Street S, Orting, WA
Zoom – Virtual
November 26th, 2024
7:00 p.m.

Mayor Joshua Penner, Chair

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.
This meeting is being held in person and through the platform zoom. A link for virtual participation can be found on the agenda or on the City's website:
https://us06web.zoom.us/j/85078256631?pwd=LMuIBat4aYCNConWIGCdWpN9DvywXw.1
Telephone: 1-253-215-8782 - Meeting ID: 850 7825 6631 and the passcode 579575.

2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

3. PUBLIC COMMENTS.
Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on November 26th, 2024 and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

4. CONSENT AGENDA.
A. Claims Voucher.
Claims voucher list dated November 26th, 2024 which includes voucher number 56552 through 56611 in the amount of $307,556.51 & electronic fund transfers in the amount of $18,256.57 for a grand total of $325,813.08.
B. Payroll Voucher.
Payroll check numbers 24286 through 24287 in the amount of $14,961.92 & electronic deposit transmissions in the amount of $200,531.93 for a grand total of $215,493.85 for the period covering November 1st – 15th, 2024.
C. Meeting Minutes – Meeting minutes of November 13th and November 20th, 2024.
D. AB24-121 – Police Guild Collective Bargaining Agreement – Administration.
E. AB24-102 – Pierce County ILA for Specialized Services – Public Safety Committee.
F. AB24-124 – Prosecutor Contract Extension – Public Safety Committee.
G. AB24-116 – Grant Policy Review – CGA Committee.
H. AB24-83 – Legislative Priorities – CGA, Public Safety and Public Works Committee.

***Motion*: To approve the consent agenda as prepared.**

5. NEW BUSINESS.
A. AB24-75 – Automated School Zone Enforcement Cameras – Public Safety Committee.

***Motion*: 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.**

B. AB24-127 – Pierce County Regional Council Appointment – City Administrator Scott Larson.

***Motion*: To appoint Councilmember Sproul as the city's primary representative and Councilmember Holland as the city's alternative representative to the Pierce County Regional Council.**

6. EXECUTIVE SESSION.

7. ADJOURNMENT.

November 26, 2024 Council Meeting

Claims Vouchers

Claims voucher list dated November 26, 2024, which includes voucher number 56552 through 56611 in the amount of $ 307,556.51 & electronic fund transfers in the amount of $ 18,256.57 for a grand total of $ 325,813.08

Payroll Voucher

Payroll Check Numbers 24286 through 24287 in the amount of $ 14961.92 & electronic deposit transmissions in the amount of $ 200,531.93 for a grand total of $ 215,493.85 for the period covering November 1-15-2024.

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

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

COUNCILPERSON: _____

COUNCILPERSON: _____

CITY CLERK: _____

WARRANT/CHECK REGISTER

City of Orting

Time: 16:12:44 Date: 11/19/2024

11/14/2024 To: 11/27/2024

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6494	11/19/2024	Claims	631	56552	ACRANET CBS Branch	102.00	27164-Background Checks-Stone & Palacios

APs/Invoices	Amount	PO	For
3236	102.00		27164-Background Checks-Stone & Palacios
27164	102.00		27164-Background Checks-Stone & Palacios

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6495	11/19/2024	Claims	631	56553	AT&T Mobilty	3,444.75	287300949706X11042024-OCT-2024; 287309454338X11042024-OCT2024

APs/Invoices	Amount	PO	For
3306	1,268.17		287300949706X11042024-OCT-2024
287300949706X11			287300949706X11042024-OCT-2024 -PD-Court Cell Phones & Data
3307	2,176.58		287309454338X11042024-OCT2024
287309454338X11	2,176.58		287309454338X11042024-OCT2024-PW & City Hall Cell & Data

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6496	11/19/2024	Claims	631	56554	Arrow Lumber	509.04	600186-OCT24

APs/Invoices	Amount	PO	For
3233	509.04		600186-OCT24
600186-OCT24	509.04		October 2024 Statement

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6497	11/19/2024	Claims	631	56555	Associated Petroleum Products INC	5,011.70	24-220450-Fuel; 24-193310-Fuel

APs/Invoices	Amount	PO	For
3271	2,936.22		24-220450-Fuel
24-220450	2,936.22		24-220450-Fuel
3355	2,075.48		24-193310-Fuel
24-193310	2,075.48		24-193310-Fuel

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6498	11/19/2024	Claims	631	56556	Biometrics4ALL	6,831.11	S0112311-Livescan

APs/Invoices	Amount	PO	For
3234	6,831.11		S0112311-Livescan
S0112311	6,831.11		S0112311-Livescan Fingerprinting Machine

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6499	11/19/2024	Claims	631	56557	Capital One Trade Credit	426.85	J338869/3-Bucket-Plywwod-Tamber Steel Handle; J33886/3-Insulation-Hand Soap-Stretch Film; J34134/3-Shovel-WO11894

APs/Invoices	Amount	PO	For
3259	84.46		J338869/3-Bucket-Plywwod-Tamber Steel Handle
J338869/3	84.46		J338869/3-Bucket-Plywwod-WO12782-Tamper Steel Handel-WO12724
3260	262.48		J33886/3-Insulation-Hand Soap-Stretch Film
J33886/3	262.48		J33886/3-Insulation-Hand Soap-Stretch Film
3286	79.91		J34134/3-Shovel-WO11894
J34134/3	79.91		J34134/3-Shovel-WO11894

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6500	11/19/2024	Claims	631	56558	Cascade Floral Products INC	907.49	USA-14979-Cedar Garland

APs/Invoices	Amount	PO	For
3227	907.49		USA-14979-Cedar Garland
USA-14979	907.49		USA-14979-Cedar Garland

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6501	11/19/2024	Claims	631	56559	CenturyLink-Lumen	3,997.19	712237787-City Internet Service

APs/Invoices	Amount	PO	For
3358	3,997.19		712237787-City Internet Service
712237787	3,997.19		712237787-City Internet Service

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6502	11/19/2024	Claims	631	56560	Cintas Corporation #461	1,142.16	4208651600-Uniform Services; 4209372678-Uniform Services; 4210126128-Uniform Services; 4210826978-Uniform Services

APs/Invoices	Amount	PO	For
3237	285.54		4208651600-Uniform Services
4208651600	285.54		4208651600-Uniform Services
3238	285.54		4209372678-Uniform Services
4209372678			4209372678-Uniform Services
3272	285.54		4210126128-Uniform Services
4210126128	285.54		4210126128-Uniform Services
3273	285.54		4210826978-Uniform Services
4210826978	285.54		4210826978-Uniform Services

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6503	11/19/2024	Claims	631	56561	Core & Main LP	1,793.13	V469514-Water Meter Upgrades-Replacement-WO11426 ; V484907-Green Paint For Locates-Sewer Storm; V799448-Brass Insert-Brass Cap-Cap Off Abandon Water Line Rocky RD CO12752; V216263-Water Meter Upgrades-

APs/Invoices	Amount	PO	For
3229	901.35		V469514-Water Meter Upgrades-Replacement-WO11426
V469514	901.35		V469514-Water Meter Upgrades-Replacement-WO11426
3230	226.45		V484907-Green Paint For Locates-Sewer Storm
V484907	226.45		V484907-Green Paint For Locates-Sewer Storm-WO12709
3231	130.21		V799448-Brass Insert-Brass Cap-Cap Off Abandon Water Line Rocky RD CO12752
V799448	130.21		V799448-Brass Insert-Brass Cap-Cap Off Abandon Water Line Rocky RD CO12752
3232	450.40		V216263-Water Meter Upgrades-WO11426
V216263	450.40		V216263-Water Meter Upgrades-WO11426
3275	84.72		V851907-Valve Box Lid Sewer IMP-WO12790
V851907	84.72		V851907-Valve Box Lid Sewer IMP-WO12790

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6504	11/19/2024	Claims	631	56562	Crystal & Sierra Springs	272.92	5225720 110224-Water Public Works

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6505	11/19/2024	Claims	631	56563	D.M Recyling	1,074.04	12503842S111-WWTP Garbage Service; 12563284S111-WWTP Garbage Service

APs/Invoices	Amount	PO	For
3274	272.92		5225720 110224-Water Public Works
5225720 110224	263.45		5225720 110224-Water Public Works
3276	138.45		12503842S111-WWTP Garbage Service
12503842S111	138.45		12503842S111-WWTP Garbage Service
3310	935.59		12563284S111-WWTP Garbage Service
12563284S111	935.59		12563284S111-WWTP Garbage Service

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6506	11/19/2024	Claims	631	56564	Data Bar	2,602.54	268830-Delinquent Statements-OCT24; 268838-Regular Monthly Statements-NOV-24

APs/Invoices	Amount	PO	For
3266	669.51		268830-Delinquent Statements-OCT24
268830	669.51		268830-Delinquent Statements-OCT24
3267	1,933.03		268838-Regular Monthly Statements-NOV-24
268838	1,933.03		268838-Regular Monthly Statements-NOV-24

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6507	11/19/2024	Claims	631	56565	Linda Dolan	1,100.00	602 KANSAS ST SW-Temporary Easement Kansas ST SW Reconstruction

APs/Invoices	Amount	PO	For
3314	1,100.00		602 KANSAS ST SW-Temporary Easement Kansas ST SW Reconstruction
602 KANSAS ST S\	1,100.00		602 KANSAS ST SW-Temporary Easement Kansas ST SW Reconstruction

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6508	11/19/2024	Claims	631	56566	Drain-Pro INC	1,699.80	135605-Sanican Service-Cemetery; 135606-Sanican-101 Washington Ave N; 135607-Sanican-Main Park; 135608-Sanican-412 Orting Ave NW; 135609-Sanican-PW Shop; 135610-Sanican-Well 1; 135611-Sanican-Gratzer;

APs/Invoices	Amount	PO	For
3241	96.75		135605-Sanican Service-Cemetery
135605	96.75		135605-Sanican Service-Cemetery
3242	208.05		135606-Sanican-101 Washington Ave N
135606	208.05		135606-Sanican-101 Washington Ave N
3243	314.50		135607-Sanican-Main Park
135607	314.50		135607-Sanican-Main Park
3244	114.50		135608-Sanican-412 Orting Ave NW
135608	114.50		135608-Sanican-412 Orting Ave NW
3245	114.50		135609-Sanican-PW Shop

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
	APs/Invoices		Amount	PO	For		
	135609		114.50		135609-Sanican-PW Shop		
	3246		114.50		135610-Sanican-Well 1		
	135610		114.50		135610-Sanican-Well 1		
	3247		343.50		135611-Sanican-Gratzer Park		
	135611		343.50		135611-Sanican-Gratzer Park		
	3248		114.50		135612-Sanican-Skate Park		
	135612		114.50		135612-Sanican-Skate Park		
	3249		114.50		135613-Sanican WWTP		
	135613		114.50		135613-Sanican WWTP		
	3250		114.50		135614-Sanican-River & Calistoga		
	135614		114.50		135614-Sanican-River & Calistoga		
	3277		50.00		136296-Main Park-Hand Sanitizer		
	136296		50.00		136296-Main Park-Hand Sanitizer		
6509	11/19/2024	Claims	631	56567	Robert Eckhoff	1,000.00	404 KANSAS ST SW-Temporary Easement Kansas ST SW Reconstruction
	APs/Invoices		Amount	PO	For		
	3315		1,000.00		404 KANSAS ST SW-Temporary Easement Kansas ST SW Reconstruction		
	404 KANSAS ST S\		1,000.00				
6510	11/19/2024	Claims	631	56568	Ewing Irrigation Products INC	3,162.21	013744570-PVC Pipe-Purple Primer-PVC Cement WO12777; 23849967-PVC Red Bushings WO12777; 23877146-PVC Elbow-Cement-Popup Sprinkler Heads-Bushings-Adaptors WO12777; 23891103-PVC Pipe WO12777
	APs/Invoices		Amount	PO	For		
	3278		930.15		013744570-PVC Pipe-Purple Primer-PVC Cement WO12777		
	013744570		930.15		013744570-PVC Pipe-Purple Primer-PVC Cement WO12777		
	3279		45.73		23849967-PVC Red Bushings WO12777		
	23849967		45.73		23849967-PVC Red Bushings WO12777		
	3280		1,393.54		23877146-PVC Elbow-Cement-Popup Sprinkler Heads-Bushings-Adaptors WO12777		
	23877146		1,393.54		23877146-PVC Elbow-Cement-Popup Sprinkler Heads-Bushings-Adaptors WO12777		
	3281		792.79		23891103-PVC Pipe WO12777		
	23891103		792.79		23891103-PVC Pipe WO12777		
6511	11/19/2024	Claims	631	56569	Fastenal Company	12.72	WASUM97696-Hex Dies-WO12656
	APs/Invoices		Amount	PO	For		
	3261		12.72		WASUM97696-Hex Dies-WO12656		
	WASUM97696		12.72		WASUM97696-Hex Dies-WO12656		

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6512	11/19/2024	Claims	631	56570	Frost Landscape	520.13	21637139-City Hall

APs/Invoices	Amount	PO	For
3282	520.13		21637139-City Hall
21637139	520.13		21637139-City Hall

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6513	11/19/2024	Claims	631	56571	Galls LLC	2,079.94	028959161-Uniform Items-Bauer, Tim-Pant & Shirt; 029538314-Jumpsuit-Officer Bare

APs/Invoices	Amount	PO	For
3269	180.89		028959161-Uniform Items-Bauer, Tim-Pant & Shirt
028959161	180.89		028959161-Uniform Items-Bauer, Tim-Pant & Shirt
3304	1,899.05		029538314-Jumpsuit-Officer Bare
029538314	1,899.05		029538314-Jumpsuit-Officer Bare

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6514	11/19/2024	Claims	631	56572	Grainger	250.96	9295814769-Gloves

APs/Invoices	Amount	PO	For
3283	250.96		9295814769-Gloves
9295814769	250.96		9295814769-Gloves

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6515	11/19/2024	Claims	631	56573	GreatAmerica Financial Svcs	1,132.82	37887727-Phone Lease

APs/Invoices	Amount	PO	For
3308	1,132.82		37887727-Phone Lease
37887727	1,132.82		37887727-Phone Lease

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6516	11/19/2024	Claims	631	56574	Harrington's Janitorial	441.00	4554-Janitorial-Public Works-Nov 2024

APs/Invoices	Amount	PO	For
3284	441.00		4554-Janitorial-Public Works-Nov 2024
4554	441.00		4554-Janitorial-Public Works-Nov 2024

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6517	11/19/2024	Claims	631	56575	Stanley Holland	319.00	Travel Reimbursement-NCL Conference-11/13/2024-11/16/2024

APs/Invoices	Amount	PO	For
3313	319.00		Travel Reimbursement-NCL Conference-11/13/2024-11/16/2024
NCL CONFERENCE	319.00		Travel Reimbursement-NCL Conference-11/13/2024-11/16/2024

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6518	11/19/2024	Claims	631	56576	Intercom Language Services	150.00	24-583-Interpretation Services-4A0500180

APs/Invoices	Amount	PO	For
3262	150.00		24-583-Interpretation Services-4A0500180
24-583	150.00		24-583-Interpretation Services-4A0500180

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6519	11/19/2024	Claims	631	56577	LN Curtis & Son	43.80	INV874015-Taco Pouch-Guyette

APs/Invoices	Amount	PO	For

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
	APs/Invoices		Amount	PO	For		
	3303		43.80		INV874015-Taco Pouch-Guyette		
	INV874015		43.80		INV874015-Taco Pouch-Guyette		
6520	11/19/2024	Claims	631	56578	Lana Umbinetti Victim Advocate LLC	450.00	10-Victim Advocate Services-OCT 24
	APs/Invoices		Amount	PO	For		
	3264		450.00		10-Victim Advocate Services-OCT 24		
	10		450.00		10-Victim Advocate Services-OCT 24		
6521	11/19/2024	Claims	631	56579	Law Office of Holmes Weddle & Barcott	1,225.00	845335-Legal Fees PD
	APs/Invoices		Amount	PO	For		
	3226		1,225.00		845335-Legal Fees PD		
	845335		1,225.00		845335-Legal Fees PD		
6522	11/19/2024	Claims	631	56580	Lemay Mobile Shredding	70.00	4864180S185-Shredding Police
	APs/Invoices		Amount	PO	For		
	3311		70.00		4864180S185-Shredding Police		
	4864180S185		70.00		4864180S185-Shredding Police		
6523	11/19/2024	Claims	631	56581	Lentz, Karen S PLLC	2,200.00	1188-Prosecuting Attorney Services-OCT24
	APs/Invoices		Amount	PO	For		
	3235		2,200.00		1188-Prosecuting Attorney Services-OCT24		
	1188		2,200.00		1188-Prosecuting Attorney Services-OCT24		
6524	11/19/2024	Claims	631	56582	Locke Systems Inc	7,623.83	22423MS-Monthly IT Services-OCT 2024
	APs/Invoices		Amount	PO	For		
	3263		7,623.83		22423MS-Monthly IT Services-OCT 2024		
	22423MS		7,623.83		22423MS-Monthly IT Services-OCT 2024		
6525	11/19/2024	Claims	631	56583	Ryan McBee	508.24	American Public Works Assc Conference
	APs/Invoices		Amount	PO	For		
	3361		508.24		American Public Works Assc Conference		
	PW CONFERENCE		508.24		American Public Works Assc Conference		
6526	11/19/2024	Claims	631	56584	McClatchy Company LLC	1,146.51	273992-Publications-OCT 2024
	APs/Invoices		Amount	PO	For		
	3302		1,146.51		273992-Publications-OCT 2024		
	273992		1,146.51		273992-Publications-OCT 2024		

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6527	11/19/2024	Claims	631	56585	Mary McLaughlin	1,600.00	408.5 Kansas ST SW-Temporay Easement-Kansas ST SW Reconstruction

APs/Invoices	Amount	PO	For
3357	1,600.00		408.5 Kansas ST SW-Temporay Easement-Kansas ST SW Reconstruction
408.5 KANSAS ST	1,600.00		408.5 Kansas ST SW-Temporay Easement-Kansas ST SW Reconstruction

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6528	11/19/2024	Claims	631	56586	Medical Evaluation Specialists LLC	2,762.50	21724013411-Evaluation

APs/Invoices	Amount	PO	For
3362	2,762.50		21724013411-Evaluation
21724013411	2,762.50		21724013411-Evaluation

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6529	11/19/2024	Claims	631	56587	Murreys Disposal Company INC-A Waste Con	1,475.76	125534945S111-WWTP Garbage Service

APs/Invoices	Amount	PO	For
3285	1,475.76		125534945S111-WWTP Garbage Service
125534945S111	1,475.76		125534945S111-WWTP Garbage Service

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6530	11/19/2024	Claims	631	56588	Nisqually Indian Tribe	236.25	39167-March 2024 Jail Fees

APs/Invoices	Amount	PO	For
3268	236.25		39167-March 2024 Jail Fees
39167	236.25		39167-March 2024 Jail Fees

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6531	11/19/2024	Claims	631	56589	Dominique Nolan	120.00	12-NOV-24 Pesticide Resources & Education Program

APs/Invoices	Amount	PO	For
3309	120.00		12-NOV-24 Pesticide Resources & Education Program

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6532	11/19/2024	Claims	631	56590	O'Reilly Auto Parts	35.56	1265583-OCT2024

APs/Invoices	Amount	PO	For
3270	35.56		1265583-OCT2024
1265583-OCT24	35.56		1265583-OCT2024

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6533	11/19/2024	Claims	631	56591	P.C. Budget & Finance	670.65	CI-359997-C-104188-Liquor Profit Taxes 3RD QRT

APs/Invoices	Amount	PO	For
3312	670.65		CI-359997-C-104188-Liquor Profit Taxes 3RD QRT
CI-359997-C-1041	670.65		CI-359997-C-104188-Liquor Profit Taxes 3RD QRT

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6534	11/19/2024	Claims	631	56592	PAPE Machinery INC	4,806.15	6613139-Repairs for John Deere Gator-FA1050

APs/Invoices	Amount	PO	For
3287	4,806.15		6613139-Repairs for John Deere Gator-FA1050
6613139	4,806.15		6613139-Repairs for John Deere Gator-FA1050

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6535	11/19/2024	Claims	631	56593	Parametrix	76,874.42	60949-Stormwater Master Plan; 60952-Pedestrian Bridge Construction; 60950-General Consulting; 60954-Kansas Street

APs/Invoices	Amount	PO	For
3222	5,888.06		60949-Stormwater Master Plan
2024-15	5,888.06		2024-15-Monthly Billing-Stormwater Master Plan
3223	23,063.22		60952-Pedestrian Bridge Construction
60952	23,063.22		60952-Pedestrian Bridge Construction
3224	15,322.34		60950-General Consulting
60950	15,322.34		
3225	32,600.80		60954-Kansas Street
60954	32,600.80		60954-Kansas Street

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6536	11/19/2024	Claims	631	56594	Pcrcd (landfill)	335.04	42135B190H-Dump Fees

APs/Invoices	Amount	PO	For
3301	335.04		42135B190H-Dump Fees
42135B190H	335.04		42135B190H-Dump Fees

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6537	11/19/2024	Claims	631	56595	Puget Sound Energy	27,228.34	300000002406-NOV24-Street Lights; 220015220399-NOV24-Street Lights; 200014994137-NOV24-VG Lift Station; 200001248190-NOV24-North Park; 200010629349-NOV24- City Shop-Calistoga; 220020534461-NOV24-Pubic

APs/Invoices	Amount	PO	For
3332	6,492.05		300000002406-NOV24-Street Lights
300000002406-NC	6,492.05		300000002406-NOV24-Street Lights
3333	98.16		220015220399-NOV24-Street Lights
220015220399-NC	98.16		220015220399-NOV24-Street Lights
3334	160.10		200014994137-NOV24-VG Lift Station
200014994137-NC	160.10		200014994137-NOV24-VG Lift Station
3335	10.85		200001248190-NOV24-North Park
200001248190-NC	10.85		200001248190-NOV24-North Park
3336	38.50		200010629349-NOV24- City Shop-Calistoga
200010629349-NC	38.50		200010629349-NOV24- City Shop-Calistoga
3337	753.24		220020534461-NOV24-Pubic Works Shop-Rocky RD
220020534461-NC	753.24		220020534461-NOV24-Pubic Works Shop-Rocky RD
3338	140.43		200010396543-NOV24-North Park
200010396543-NC	140.43		200010396543-NOV24-North Park
3339	12.72		200001248539-NOV24-Lahar Siren
200001248539-NC	12.72		200001248539-NOV24-Lahar Siren
3340	142.45		220011476581-NOV24-High Cedars Lift Station
220011476581-NC	142.45		220011476581-NOV24-High Cedars Lift Station

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo

APs/Invoices	Amount	PO	For
3341	853.75		200001248372-NOV24-WELL 3
200001248372-NC	853.75		200001248372-NOV24-WELL 3
3342	736.37		200001532189-NOV24-Main Park-Bell Tower
200001532189-NC	736.72		200001532189-NOV24-Main Park-Bell Tower
3343	1,034.43		200022934653-NOV24-MPC
200022934653-NC	1,034.43		200022934653-NOV24-MPC
3344	40.94		200021421298-NOV24-Rainier Meadows
200021421298-NC	40.94		200021421298-NOV24-Rainier Meadows
3345	13,114.07		200013874264-NOV24-WWTP
200013874264-NC	13,114.07		200013874264-NOV24-WWTP
3346	79.27		200009717931-NOV24 Well #2
200009717931-NC	79.27		200009717931-NOV24 Well #2
3347	431.73		200002708986-NOV24-VG Lift Station
200002708986-NC	431.76		200002708986-NOV24-VG Lift Station
3348	2,409.78		200010396733-NOV24-Well 4 Pump Station
200010396733-NC	2,409.78		200010396733-NOV24-Well 4 Pump Station
3349	65.00		200019613294-NOV24 Cemetery Shop
200019613294-NC	65.00		200019613294-NOV24 Cemetery Shop
3350	198.63		200024404523-NOV24-Lift Station 1
200024404523-NC	198.63		200024404523-NOV24-Lift Station 1
3351	288.37		200001247663-NOV24 VC Lift Station
200001247663-NC	288.37		200001247663-NOV24 VC Lift Station
3352	39.21		200001247812-NOV24 Traffic Signal
200001247812-NC	39.21		200001247812-NOV24 Traffic Signal
3359	14.20		220028112518-NOV24-Street Lights
220028112518-NC	14.20		220028112518-NOV24-Street Lights
3360	74.09		200019646914-NOV24-Street Lights
200019646914-NC	74.09		200019646914-NOV24-Street Lights

6538	11/19/2024	Claims	631	56596	Purcor Pest Solutions	378.17	11881847-Pest Control-Library; 11881846-Pest Control-Old City Hall

APs/Invoices	Amount	PO	For
3257	228.23		11881847-Pest Control-Library
11881847	228.23		11881847-Pest Control-Library
3258	149.94		11881846-Pest Control-Old City Hall
1188184	149.94		11881846-Pest Control-Old City Hall

6539	11/19/2024	Claims	631	56597	Seekins Precision Inc	343.83	13700-Precision Mount

APs/Invoices	Amount	PO	For
3305	343.83		13700-Precision Mount
13700	343.83		13700-Precision Mount

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6540	11/19/2024	Claims	631	56598	Spectra Laboratories	654.00	5008864-Lab Testing; 5009019-Lab Testing

APs/Invoices	Amount	PO	For
3256	600.00		5008864-Lab Testing
5008864	600.00		5008864-Lab Testing
3288	54.00		5009019-Lab Testing
5009019	54.00		5009019-Lab Testing

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6541	11/19/2024	Claims	631	56599	Sunbelt Rentals INC	1,785.24	161537484-0001-Verticle Shore Cylinder-WO11894

APs/Invoices	Amount	PO	For
3289	1,785.24		161537484-0001-Verticle Shore Cylinder-WO11894
161537484-0001	1,785.24		161537484-0001-Verticle Shore Cylinder-WO11894

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6542	11/19/2024	Claims	631	56600	Tacoma Diesel & Equipment	2,913.09	142596-Portable Generator Serivice-Battery-Water Pump & Gaskets-Coolant Flush & Fill

APs/Invoices	Amount	PO	For
3290	2,913.09		142596-Portable Generator Serivice-Battery-Water Pump & Gaskets-Coolant Flush & F
142596	2,191,309.00		142596-Portable Generator Serivice-Battery-Water Pump & Gaskets-Coolant Flush & Fill

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6543	11/19/2024	Claims	631	56601	UniFirst Corporation	768.66	2220143118-Uniform Services; 2220146287-Uniform Services; 2220147200-Uniform Services; 2220149397-Uniform Services; 2220151407-Uniform Services; 2220153388-Uniform Items

APs/Invoices	Amount	PO	For
3251	128.11		2220143118-Uniform Services
2220143118	128.11		2220143118-Uniform Services
3252	128.11		2220146287-Uniform Services
2220146287	128.11		2220146287-Uniform Services
3253	128.11		2220147200-Uniform Services
2220147200	128.11		2220147200-Uniform Services
3254	128.11		2220149397-Uniform Services
2220149397	128.11		2220149397-Uniform Services
3255	128.11		2220151407-Uniform Services
2220151407	128.11		2220151407-Uniform Services
3293	128.11		2220153388-Uniform Items
2220153388	128.11		2220153388-Uniform Items

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6544	11/19/2024	Claims	631	56602	United Laboratories	1,178.89	INV420226-Grippers-Hand Sanitizer; INV420590-Defence Disinfect

APs/Invoices	Amount	PO	For

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
	APs/Invoices		Amount	PO	For		
	3295		1,040.92		INV420226-Grippers-Hand Sanitizer		
	INV420226		1,040.92		INV420226-Grippers-Hand Sanitizer		
	3296		137.97		INV420590-Defence Disinfect		
	INV420590		137.97		INV420590-Defence Disinfect		
6545	11/19/2024	Claims	631	56603	United Rentals, Inc	1,351.23	240351953-001-Trencher Rental-WO12777
	APs/Invoices		Amount	PO	For		
	3294		1,351.23		240351953-001-Trencher Rental-WO12777		
	240351953-001		1,351.23		240351953-001-Trencher Rental-WO12777		
6546	11/19/2024	Claims	631	56604	Usabluebook	1,153.89	INV00527117-PH Buffer Packs-Electrode Storage Solution; INV00536494-Lab Thermometers
	APs/Invoices		Amount	PO	For		
	3240		620.80		INV00527117-PH Buffer Packs-Electrode Storage Solution		
	INV00527117		620.80		INV00527117-PH Buffer Packs-Electrode Storage Solution		
	3291		533.09		INV00536494-Lab Thermometers		
	INV00536494		533.09		INV00536494-Lab Thermometers		
6547	11/19/2024	Claims	631	56605	Utilities Underground Location Center	95.04	4100205-Locates-OCT 2024
	APs/Invoices		Amount	PO	For		
	3292		95.04		4100205-Locates-OCT 2024		
	4100205		95.04		4100205-Locates-OCT 2024		
6548	11/19/2024	Claims	631	56606	Visionary Office Furniture	1,614.03	24402-Electic Height Adjustable L Shape Desk
	APs/Invoices		Amount	PO	For		
	3297		1,614.03		24402-Electic Height Adjustable L Shape Desk		
	24402		1,614.03		24402-Electic Height Adjustable L Shape Desk		
6549	11/19/2024	Claims	631	56607	Washington Cities Insurance Authority	60.00	200298-No Show Fee-Training
	APs/Invoices		Amount	PO	For		
	3265		60.00		200298-No Show Fee-Training		
	200298		60.00		200298-No Show Fee-Training		
6550	11/19/2024	Claims	631	56608	Water Management Lab Inc.	1,581.45	223727-Lab Testing; 224143-Lab Testing; 224229-Lab Testing; 223970-Lab Testing
	APs/Invoices		Amount	PO	For		
	3239		450.45		223727-Lab Testing		
	223727		450.45		223727-Lab Testing		
	3298		355.00		224143-Lab Testing		

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
	APs/Invoices		Amount	PO	For		
	224143		355.00		224143-Lab Testing		
	3299		726.00		224229-Lab Testing		
	224229		726.00		224229-Lab Testing		
	3300		50.00		223970-Lab Testing		
	223970		50.00		223970-Lab Testing		
6551	11/19/2024	Claims	631	56609	Wells Fargo Vendor Financial Services LL	329.11	5032089453-PW Copier Lease
	APs/Invoices		Amount	PO	For		
	3331		329.11		5032089453-PW Copier Lease		
	5032089453		329.11		5032089453-PW Copier Lease		
6552	11/19/2024	Claims	631	56610	Wex Bank	2,234.70	100945444-Police Fuel
	APs/Invoices		Amount	PO	For		
	3356		2,234.70		100945444-Police Fuel		
	100945444		2,234.70		100945444-Police Fuel		
6553	11/19/2024	Claims	631	56611	Wilson Engineering	121,719.63	19145-2023074 Orting WWRF Biosolids Upgrage; 19225-2023074 Orting WWRF Biosolids Upgrade
	APs/Invoices		Amount	PO	For		
	3353		75,545.66		19145-2023074 Orting WWRF Biosolids Upgrage		
	19145-2023074		75,545.66		19145-2023074 Orting WWRF Biosolids Upgrage		
	3354		46,173.97		19225-2023074 Orting WWRF Biosolids Upgrade		
	19225-2023074		46,173.97		19225-2023074 Orting WWRF Biosolids Upgrade		

001 Current Expense	44,320.82	
101 City Streets	68,856.00	
104 Cemetery	4,857.04	
105 Parks Department	5,166.37	
401 Water	16,534.42	
408 Wastewater	157,043.86	
410 Stormwater	10,778.00	
	Claims:	307,556.51
	307,556.51	

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo	
		410 Stormwater				744.52		
						18,256.57	Claims:	18,256.57

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

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

COUNCILPERSON: _____

COUNCILPERSON: _____

CITY CLERK: _____

WARRANT/CHECK REGISTER

City of Orting

Time: 14:21:42 Date: 11/20/2024

11/14/2024 To: 11/27/2024

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6567	11/20/2024	Claims	1	EFT	Keybank-MasterCard	471.83	7675-OCT24-KENYON-MasterCard

APs/Invoices	Amount	PO	For
3316	471.83		7675-OCT24-KENYON-MasterCard
7675-OCT24-KEN\			7675-OCT24-KENYON-MasterCard

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6568	11/20/2024	Claims	1	EFT	Keybank-MasterCard	443.29	8502-OCT 2024-Police MasterCard

APs/Invoices	Amount	PO	For
3317	443.29		8502-OCT 2024-Police MasterCard
8502-OCT 2024	433.29		8502-OCT 2024-Police MasterCard

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6569	11/20/2024	Claims	1	EFT	Keybank-MasterCard	993.72	7626-OCT2024-Wetzel-MasterCard

APs/Invoices	Amount	PO	For
3318	993.72		7626-OCT2024-Wetzel-MasterCard
7626-OCT2024	993.72		7626-OCT2024-Wetzel-MasterCard

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6570	11/20/2024	Claims	1	EFT	Keybank-MasterCard	37.82	1920-Gabreluk-OCT2024 MasterCard

APs/Invoices	Amount	PO	For
3319	37.82		1920-Gabreluk-OCT2024 MasterCard
1920-GABRELUK-(	37.82		1920-Gabreluk-OCT2024

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6571	11/20/2024	Claims	1	EFT	Keybank-MasterCard	203.67	1397-OCT24-Turner MasterCard

APs/Invoices	Amount	PO	For
3320	203.67		1397-OCT24-Turner MasterCard
1397-OCT24-TURI	203.67		1397-OCT24-Turner

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6572	11/20/2024	Claims	1	EFT	Keybank-MasterCard	763.60	3589-OCT2024-Alfiere-MasterCard

APs/Invoices	Amount	PO	For
3321	763.60		3589-OCT2024-Alfiere-MasterCard
3589-OCT2024-AL	763.60		3589-OCT2024-Alfiere-

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6573	11/20/2024	Claims	1	EFT	Keybank-MasterCard	544.36	1513-OCT24-Kainoa-MasterCard

APs/Invoices	Amount	PO	For
3322	544.36		1513-OCT24-Kainoa-MasterCard
1513-OCT24-KAIN	544.36		1513-OCT24-Kainoa

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6574	11/20/2024	Claims	1	EFT	Keybank-MasterCard	245.95	6691-OCT24-MCBee-Masterard

APs/Invoices	Amount	PO	For
3323	245.95		6691-OCT24-MCBee-Masterard
6691-OCT24-MCB	245.95		6691-OCT24-MCBee-Masterard

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6575	11/20/2024	Claims	1	EFT	Keybank-MasterCard	4,702.52	1112-OCT24-Daskam-MasterCard

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
	APs/Invoices		Amount	PO	For		
	3324		4,702.52		1112-OCT24-Daskam-MasterCard		
	1112-OCT24-DASI				1112-OCT24-Daskam-MasterCard		
6576	11/20/2024	Claims	1	EFT	Keybank-MasterCard	740.01	3196-OCT24-Larson MasterCard
	APs/Invoices		Amount	PO	For		
	3325		740.01		3196-OCT24-Larson MasterCard		
	3196-OCT24		740.01		3196-OCT24-Larson MasterCard		
6577	11/20/2024	Claims	1	EFT	Keybank-MasterCard	3,228.90	2462-Russo-OCT24 MasterCard
	APs/Invoices		Amount	PO	For		
	3326		3,228.90		2462-Russo-OCT24 MasterCard		
	2462-RUSSO		3,228.90		2462-Russo-OCT24 MasterCard		
6578	11/20/2024	Claims	1	EFT	Keybank-MasterCard	314.66	9733-Ek-OCT24-MasterCard
	APs/Invoices		Amount	PO	For		
	3327		314.66		9733-Ek-OCT24-MasterCard		
	9733-EK-OCT24		314.66		9733-Ek-OCT24-MasterCard		
6579	11/20/2024	Claims	1	EFT	Keybank-MasterCard	286.82	1181-OCT24-Lincoln-MasterCard
	APs/Invoices		Amount	PO	For		
	3328		286.82		1181-OCT24-Lincoln-MasterCard		
	1181-OCT24		286.82		1181-OCT24-Lincoln-MasterCard		
6580	11/20/2024	Claims	1	EFT	Keybank-MasterCard	2,026.49	5423-OCT24-Public Works-MasterCard
	APs/Invoices		Amount	PO	For		
	3329		2,026.49		5423-OCT24-Public Works-MasterCard		
	5423-OCT24		2,026.49		5423-OCT24-Public Works-MasterCard		
6581	11/20/2024	Claims	1	EFT	Keybank-MasterCard	1,657.53	0525-OCT24-Agfalvi-MasterCard
	APs/Invoices		Amount	PO	For		
	3330		1,657.53		0525-OCT24-Agfalvi-MasterCard		
	0525-OCT24		1,657.53		0525-OCT24-Agfalvi-MasterCard		
6582	11/20/2024	Claims	1	EFT	Keybank-MasterCard	1,595.40	6607-Finance-OCT24 MasterCard
	APs/Invoices		Amount	PO	For		
	3378		1,595.40		6607-Finance-OCT24 MasterCard		
	6607-FINANCE-OC		1,595.40		6607-Finance-OCT24 MasterCard		

001 Current Expense	9,658.86
101 City Streets	238.32
105 Parks Department	642.33
401 Water	1,300.15
408 Wastewater	5,672.39

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

ORTING CITY COUNCIL
Regular Business Meeting Minutes
104 Bridge Street S, Orting, WA
Zoom – Virtual
November 13th, 2024
7:00 p.m.

Mayor Joshua Penner, Chair

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.
Deputy Mayor Gunther called the meeting to order at 7:00pm. Councilmember Tracy led the Pledge of Allegiance.

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

Staff present: City Clerk Kim Agfalvi, Executive Assistant Danielle Charchenko, Finance Director Gretchen Russo, City Attorney Kendra Rosenberg, Public Works Director Ryan McBee, Engineer JC Hungerford.
Executive: Mayor Penner.

2. REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.
Deputy Mayor Gunther requested item 5C be moved to the study session on November 20th, 2024 for Council consideration as there were several key staff members absent from the meeting.

3. PUBLIC COMMENTS.
No public comments were made.

4. PUBLIC HEARING.
A. AB24-113 – 2025 Preliminary Budget.
Deputy Mayor Gunther laid out the rules for the public hearing and opened the public hearing at 7:05pm. Finance Director Gretchen Russo briefed on the proposed 2025 draft budget. Council discussion followed. No public comments were made.

Deputy Mayor Gunther closed the public hearing at 7:09pm.

Action: Informational item only.

5. CONSENT AGENDA.
A. Claims Voucher.
Claims voucher list dated November 13th, 2024 which includes voucher number 56522 through 56551 in the amount of $310,993.11 & electronic fund transfers in the amount of $0.00 for a grand total of $310,993.11.
B. Payroll Voucher.
Payroll check numbers 24282 through 24285 in the amount of $9,892.97 & electronic deposit transmissions in the amount of $275,329.57 for a grand total of $285,222.54 for the period covering October 16-31, 2024.

C. Meeting Minutes – Meeting minutes of October 30th, 2024

***Motion*: Councilmember Sproul made a motion to approve the consent agenda as prepared. Seconded by Councilmember Tracy.**

Motion passed (7-0).

6. NEW BUSINESS.

A. AB24-106 – Orting Evacuation Bridge Temporary Construction Easement.

Public Works Director Ryan McBee briefed that the City of Orting has reached an agreement with property owners for temporary construction easement access for the Orting Emergency Evacuation Bridge. City Attorney Kendra Rosenberg stated that the total amount of the agreement is $78,565.65. Council discussion followed.

***Motion*: Councilmember Hogan made a motion to authorize the Mayor to sign temporary construction easements needed for the Orting Emergency Evacuation Bridge in an amount not to exceed $78,565.65. Seconded by Councilmember Koenig.**

Motion passed (7-0).

B. AB24-117 – November Meeting Date – CGA Committee.

Councilmember Hogan briefed the Council that the date of the last meeting in November is Wednesday, November 27th, 2024 at 7:00pm, which is the night before Thanksgiving. He stated the CGA Committee is recommending moving the meeting date to Tuesday, November 26th, 2024 at 7:00pm. Council discussion followed.

***Motion*: Councilmember Koenig made a motion to approve moving the City Council meeting scheduled on Wednesday, November 27th, 2024 at 7:00pm to Tuesday, November 26th, 2024 at 7:00pm. Seconded by Councilmember Hogan.**

Motion passed (7-0).

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

This item was removed from the agenda and will be moved forward to the City Council Study Session on November 20th, 2024 for Council consideration.

7. EXECUTIVE SESSION.

No executive session.

8. ADJOURNMENT.

***Motion*: Councilmember Hogan made a motion to adjourn. Seconded by Councilmember Sproul**

Motion passed (7-0).

Deputy Mayor Gunther Adjourned the meeting at 7:17pm.

ATTEST:

Joshua Penner, Mayor

Kimberly Agfalvi, CMC, City Clerk

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 Minutes
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.
Deputy Mayor Gunther called the meeting to order at 6:03pm. Councilmember Koenig led the pledge of allegiance, and then roll call was taken.

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

Staff present: City Administrator Scott Larson, Public Works Director Ryan McBee, City Clerk Kim Agfalvi, Finance Director Gretchen Russo, Executive Assistant Danielle Charchenko, Community Development Director Kim Mahoney, Capital Projects Manager Ashley DeGraffenreid, Human Resources Shawna Punzalan, Engineer JC Hungerford, Contract Planner Nicole Stickney.

2. COMMITTEE REPORTS.
A. Public Works - CM Moore & CM Koenig.
- Monthly building report.
- All other items discussed are on the agenda tonight.

B. Public Safety - CM Tracy & CM Holland.
- All items discussed at the Public Safety meeting are on the agenda tonight.

C. Community and Government Affairs - CM Hogan & CM Sproul.
- Comprehensive Plan update.
- Preliminary Plat vs. Final Plat.
- Interim parking control amendments.
- Chamber of Commerce general discussion.
- OSTOP use of the Council chambers.
- City facility discussion.
- All other items discussed are on the agenda tonight.

3. STAFF REPORTS.
Finance.
Finance Director Gretchen Russo briefed on the following:
- Cloud permit program.
- Human resources update.

Police:
Police Chief Devon Gabreluk briefed on the following:

- Inclement weather event.
- FLOCK camera update.
- Halloween trunk or treat.
- Shop with a cop. – Saturday, December 14th, 2024.
- EPIC emergency management update.
- 2025 planned City employee training for emergency management.
- Regional school safety meeting.
- Police staffing update.

Public Works.
Public Works Director Ryan McBee briefed on the following:

- SR 162 Center turn lane meeting at Orting City Hall on November 21st, 2024 at 8:00am
- Holiday decorations.
- Orting Emergency Evacuation Bridge Project.
- Kansas Street Reconstruction.
- Biosolids design update.

City Clerk and Activities/Events.
City Clerk Kim Agfalvi briefed on the following:

- Holiday decorations around town.
- Home for the Holiday event.
- Holiday activities – Cookies and Cocoa with Mrs. Claus, arts and crafts, holiday movie night, porch sign painting class.

Community Development.
Community Development Director Kim Mahoney briefed on the following:

- Comprehensive Plan update.
- Preliminary Plat vs. Final Plat.
- Interim control for parking regulations in the downtown core.
- Safe parking at churches in Orting.
- Architectural Design Review Guidelines amendments.
- Building inspection update.
- Code enforcement update.

Human Resources.
Human Resources Shawna Punzalan briefed on the following:

- Shop with a cop – Saturday, December 14th, 2024.
- Holiday giving tree.
- Internet provider issues.

Administration.
City Administrator Scott Larson briefed on the following:

- SR 162 center turn lane study performed by Washington State Department of Transportation.
- RCC Board Vice President nomination.
- Internet provider issues.

Executive.
Mayor Penner briefed on the following:

- Washington State Legislative election update.
- Legislative priorities.
- PCRC final meeting of the year and the role of the City of Orting for next year.
- National League of Cities conference held in November in Florida.

4. AGENDA ITEMS.
A. AB24-121 – Police Guild Collective Bargaining Agreement – Administration.
City Administrator Scott Larson briefed that the City and the Orting Police Guild have reached a tentative agreement.

City Clerk Kim Agfalvi stated that the City would enter into a closed session pursuant to RCW 42.30.140(4)(a) to discuss collective bargaining for 10 minutes with no action to follow.

6:55pm - closed session began.
7:05pm – closed session extended for 10 minutes.
7:15pm – closed session extended for 3 minutes.
7:18pm closed session ended.
7:21 pm - returned to regular session.

Council discussion followed.

Action: Informational item only. Move forward to regular meeting on November 26th, 2024 as a consent agenda item.

B. AB24-125 – Utility Rates – Public Works Committee.
Councilmember Koenig briefed on the 2019 utility rate study completed by Baker Tilly and stated that the recommended rate increases for 2025 is based on the incremental rate recommendations that were included in the study for 2025-2030. Council discussion followed.
Action: Move forward to regular meeting on November 26th, 2024 as a consent agenda item.

C. AB24-123 - General Facility Charges (GFC's) – Public Works Committee.
Councilmember Koenig briefed on proposed increases to general facility charges and stated pursuant to Orting Municipal Code (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. She briefed that this proposed Resolution of the City Council would be setting the GFC charges for 2025 and that the rate increases of 4.4% is proposed over the 2022 rate. Councilmember Koenig stated the 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. Council discussion followed.
Action: Move back to the Public Works Committee meeting on December 4th, 2024 for further discussion.

D. AB24-113 – Budget Discussion – Administration.
City Administrator Scott Larson briefed on the proposed 2025 budget. Council discussion followed.
Action: Staff will update the budget to show the requested transfers and move the 2025 proposed budget forward to the regular business meeting on December 11th, 2024 for a final public hearing and vote.

E. AB24-112 – Preliminary Plat vs Final Plat – Community Development.
Community Development Director Kim Mahoney briefed on the difference between the preliminary plat and final plat process. Council discussion followed.
Action: Informational item only.

F. AB24-108 - 2024 Comprehensive Plan Periodic Update – Community Development.
To view the comprehensive plan:
https://www.cityoforting.org/home/showpublisheddocument/6779/638672765099100144
Community Development Director Kim Mahoney briefed on the Comprehensive Plan Periodic Update process and contract planner Nicole Stickney presented a power point presentation on the City of Orting Comprehensive Plan Periodic Update and Implementing Code Updates. Council discussion followed.
Action: Move forward to the regular business meeting on December 11th, 2024 for a public hearing and vote.

G. AB24-75 – Automated School Zone Enforcement Cameras – Public Safety Committee.
Councilmember Holland briefed on implementing automated school zone enforcement cameras and Chief Devon Gabreluk stated that staff prepared a proposed ordinance to implement the use of the cameras in the school zone area. He stated that the cameras would collect license plate and speed data and that data would be processed by the vendor and reviewed by the police department. Council discussion followed.
Action: Move forward to regular meeting on November 26th, 2024 as a standalone agenda item.

H. AB24-102 – Pierce County ILA for Specialized Services – Public Safety Committee.
Councilmember Holland briefed on a proposed interlocal agreement for SWAT services and stated the interlocal agreement also establishes a payment method for those services. Council discussion followed.
Action: Move forward to regular meeting on November 26th, 2024 as a consent agenda item.

I. AB24-126 – Community Policing Budget Request – Public Safety Committee.
Councilmember Holland briefed that the Public Safety Committee is seeking Council input on the request made by Councilmember Gunther for a community policing budget request. Council discussion followed.
Action: Informational item only. Move back to Public Safety committee meeting on December 5th, 2024 for further discussion.

J. AB24-124 – Prosecutor Contract Extension – Public Safety Committee.
Councilmember Holland briefed on a proposed contract extension with Prosecutor Karen Lentz. Council discussion followed.
Action: Move forward to regular meeting on November 26th, 2024 as a consent agenda item.

K. AB24-116 – Grant Policy Review – CGA Committee.
Councilmember Hogan briefed on proposed amendments to the City of Orting grant policy. Council discussion followed.
Action: Move forward to regular meeting on November 26th, 2024 as a consent agenda item.

L. AB24-114 – Director Contracts – CGA Committee.
Councilmember Hogan briefed that the City needs to execute employment contracts with the City Administrator, City Clerk and Finance Director, Council discussion followed.
Action: Move forward to regular meeting on November 26th, 2024 as a consent agenda item.

M. AB24-122 – Meeting Minutes and Video Recordings of Committee Meetings – Public Works Committee.
City Clerk Kim Agfalvi briefed on staff practice of preparing meeting minutes and discussed action minutes, verbatim minutes, and video recordings of meetings. Council discussion followed.
Action: Move to CGA Committee meeting on December 4th, 2024 for review and a possible ordinance.

N. AB24-83 – Legislative Priorities – CGA Committee.
City Administrator Scott Larson, Community Development Director Kim Mahoney, and Police Chief Devon Gabreluk briefed on proposed legislative priorities for the City of Orting. Council discussion followed.
Action: Move forward to regular meeting on November 26th, 2024 as a consent agenda item.

5. EXECUTIVE SESSION.
No executive session.

6. ADJOURNMENT.

Deputy Mayor Gunther adjourned the meeting at 9:37pm.

ATTEST:

_____ _____
Joshua Penner, Mayor Kimberly Agfalvi, CMC, City Clerk

City Of Orting
Council Agenda Summary Sheet

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Collective Bargaining Agreement between the City of Orting and the Orting Police Guild.	**AB24-121**			
		N/A	**11.20.2024**	**11.26.2024**
	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 MOTION: Motion:

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 ~~27~~36
(representing the ORTING POLICE GUILD)

Effective
January 1, 2025
Through
December 31, 2027

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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 ~~a~~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

~~5.1.4~~5.2.1 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.

~~5.1.5~~5.2.3 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.

~~5.1.6~~5.2.4 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.

~~5.2~~5.3 TIME LIMITS - At any step of the grievance procedure, time limits may be extended by mutual written agreement of the parties.

~~5.3~~5.4 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 heath 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 are 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:

Service Years	Hours per pay period:	Hours per year:
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 ~~FX~~F". 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~~a 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.
~~8~~5 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.1~~A.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.2~~A.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 **2025 Wages**	**Step C** 0-12 mo.	**Step D** 13-24	**Step E** 25-36 mo.	**Step F** 37- 48 mo.	**Step G** 49-60 mo.	**Step H** 61+ mo.
Patrol Officer P24	43.57	44.88	46.23	47.62	49.05	50.51
Police Detective P26	N/A	N/A	48.55	50.00	51.51	53.04
Police Sergeant. P28	N/A	N/A	N/A	N/A	N/A	58.09

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: Pierce County ILA for Specialized Services.	**AB24-102**	**Public Safety**		
		11.7.2024	**11.20.2024**	**11.26.2024**
	Department:	Public Safety		
	Date Submitted:	**11.7.2024**		
Cost of Item:		$0 unless utilized		
Amount Budgeted:		0		
Unexpended Balance:		N/A		
Bars #:				
Timeline:		**ASAP**		
Submitted By:		**Devon Gabreluk**		

Fiscal Note: None

Attachments: Pierce County ILA for Specialized Services

SUMMARY STATEMENT:

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.**

Staff recommends the City choose the "Per Incident" model as these services are currently covered by existing agreements with our small city partners.

RECOMMENDED MOTION: Motion:

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.

PIERCE COUNTY
CONTRACT SIGNATURE PAGE

Contract #_____

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

CONTRACTOR:

_____

Contractor Signature Date

_____

Title of Signatory Authorized by Firm Bylaws

Name:_____

Address: _____

_____

Mailing

Address: _____

_____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

_____ _____

Prosecuting Attorney Date

Recommended:

_____ _____

Finance Date

Approved:

_____ _____

Department Director Date

(less than $250,000)

_____ _____

County Executive (o*ver $250,000*) Date

EXHIBIT A

Specialized Law Enforcement Services Costs FY2024

SERVICE	HOURLY RATE	PER CAPITA RATE	PER INCIDENT RATE
☐ Major Crimes Investigations	☐ $170/hour per officer (3 hr. minimum)	☐ $1.39 per resident	N/A
☐ Major Crimes Forensics	☐ $150/hour per officer (3 hr. minimum)	☐ $0.30 per resident	N/A
☐ Non-Major Crimes Forensics	☐ $150/hour per officer (3 hr. minimum)	N/A	N/A
☐ Internal Affairs Investigations	*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.*		
☒ Special Weapons & Tactics (SWAT)	N/A	☐ $0.57 per resident	☒ $16,880 per response
☒ Hazardous Devices (Bomb Squad)	*No charge for Regional Asset*		
☒ Marine Services/Dive	*No charge for Regional Asset*		
☒ Air Operations	*No charge for Regional Asset*		

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 Affair's 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: Prosecutor Contract Extension.	**AB24-124**	**Public Safety**		
		11.7.2024	**11.20.2024**	**11.26.2024**
	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:

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.

RECOMMENDED MOTION: Motion:

To authorize the Mayor to extend the contract with Prosecutor Karen Lentz until December 31st, 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

By: _____
Mayor Joshua Penner

KAREN S. LENTZ, PLLC

By: _____
Karen S. Lentz

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**	**11.26.2024**
	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:

Councilmembers Sproul and Hogan asked that the City of Orting Grant Policy be added to the November CGA Committee agenda for Committee review. Changes made to the policy including adding language stating no late submissions will be accepted and changing the due date for applications to the 3rd Friday in August.

RECOMMENDED MOTION: Motion:

To approve the City of Orting grant policy as presented.

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.

Year	Maximum Percent of Recipient's Prior Year's Revenue, or Maximum Funding Amount
1st	At Council's Discretion or $10,000
2nd	20% or $8,000
3rd	15% or $6,000
4th	10% or $4,000
5th	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: Legislative Priorities 2025.	**AB24-83**	**CGA/PS**		
		7.3.2024 **9.4.2024** **9.5.2024** **11.6.2024**	**11.20.2024**	**11.26.2024**
	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:		**Scott Larson, City Administrator**		
Fiscal Note:				
Attachments:				

SUMMARY STATEMENT:

The City Council approves Legislative priorities annually. Legislative priorities were discussed at all the committees. Both CGA and Public Safety produced priorities, along with the city's perennial priorities of funding improvements that would improve congestion on HWY 162.

RECOMMENDED MOTION: Motion:

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

City of Orting Legislative Priorities 2025

1. **Transportation priorities:**
   a. As the population expands further into East and South Pierce County transportation funding for this region should be a top legislative priority as it will allow increased economic and tourist activity. Specifically, the City supports HWY 162 intersection improvements, a center turn land, and right turn pockets to improve congestion and safety in the corridor.

2. **Planning and Community Development:**
   a. 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.

3. **Public Safety:**
   a. 2022 was the 13th consecutive year that Washington State had the fewest number of law enforcement officers per capita, ranking 51st in the nation according to FBI data. Washington is falling further behind, with a net loss of 565 officers in the past two years

alone. Having too few officers has direct impacts on preventing crime, limits de-escalation, and increases the likelihood of the use of force. Washington relies too much on the use of mandatory overtime, resulting in tired officers running call to call. De-escalation requires teaming up and slowing down. The state should prioritize funding to retain existing officers and recruit additional people into law enforcement careers.

b. The 2021 Legislature enacted HB 1140, which requires law enforcement officers to connect a juvenile with an attorney prior to any waiver of constitutional rights. This law fails to recognize the constitutional rights of juveniles, the role of parents/guardians, and has prevented juveniles from providing exculpatory information to law enforcement officers. Further, this law had led to fewer opportunities to divert from arrest. Data comparing adult and juvenile arrests for 2021 and 2022 show that juveniles' arrests increased 35%, compared to only a 6% increase in adult arrests. The state should revise the law to allow juveniles to provide exculpatory statements, clarify that juvenile victims and witnesses are not required to consult an attorney before cooperating with law enforcement, and prohibit telephonic attorneys from asserting or waiving a juvenile's rights without the juvenile's consent.

c. The Washington State crime lab takes in more evidence submitted by Police Departments than it can process; creating a bottleneck and causing significant delays in returning evidence and lab results to requesting agencies. These delays prevent law enforcement agencies from providing timely service to their communities and deprive victims of the justice they seek. The state should allocate additional funding to crime labs to process evidence within 30 days of receipt.

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**	**11.26.2024**
	Department:	Public Safety		
	Date Submitted:	**9.5.2024**		
Cost of Item:		$0		
Amount Budgeted:		0		
Unexpended Balance:		N/A		
Bars #:				
Timeline:		**ASAP**		
Submitted By:		**Devon Gabreluk**		

Fiscal Note: None

Attachments: Draft Resolution 2024-1138 – Automated School Zone Cameras

SUMMARY STATEMENT:

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.

RECOMMENDED MOTION: Motion:

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.

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)

								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: $290 ($145X2)	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	$4,559,960.00	$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)

UPDATED 11/12/2024

Initial Draft

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.

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

CITY OF ORTING, WASHINGTON

By: _____ Date
Name:

ATTEST:

By: _____ Date
Name:
Title:

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**
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. Fee is for a single Camera System monitoring a single direction of travel.	$4, 750

Service Fees: 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.

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.

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.

Video Retrieval Fee: 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.

EXHIBIT B
SCOPE OF WORK

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

1.1.1 Verra Mobility agrees to provide Camera System(s), use of the BOS and related services to Customer as outlined in this Agreement, excluding those items identified in Section 2 titled "Customer Scope of Work". Verra Mobility and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper party the responsibility and cost for such items. In general, if work is to be performed by Customer, unless otherwise specified, Customer shall not charge Verra Mobility for the cost.

1.1.2 Customer and Verra Mobility will complete the Project Time Line within thirty (30) days of Agreement execution date, unless mutually agreed to otherwise by the parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.

1.1.3 Prior to installing a Camera System, Verra Mobility may conduct a statistical analysis of each Approach being considered for a Camera System or Camera Systems ("Site Selection Analysis") to assist Customer in determining which Approaches will be the most beneficial to Customer in pursuit of its traffic safety and enforcement goals. Considerations may include collision history, community safety, police department staff review and engineering and construction feasibility assessment. Camera System installations will be based on mutual agreement by Customer and Verra Mobility. Verra Mobility makes no representations or warranties that any Violation rate estimates will be predictive of actual future traffic Violation rates.

1.1.4 Verra Mobility will install Camera System(s) at a number of Approaches to be mutually agreed upon between Verra Mobility and Customer after completion of Site Selection Analysis and as reflected in a written Notice to Proceed. In addition to any initial installation of Camera Systems the parties may mutually agree to add additional Camera System(s) or Approaches, which shall also be reflected in a written Notice to Proceed as set forth in **EXHIBIT C**.

1.1.5 Site installation plans for fixed-site installations shall be prepared under the supervision of, approved and sealed by a licensed professional engineer.

1.1.6 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances, unless enforcement times are restricted by law, such as in school zones.

1.1.7 Verra Mobility's Communications Department will assist Customer with public information content and outreach campaign strategies.

1.1.8 Verra Mobility agrees to provide a secure website accessible to Owners/violators who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. Verra Mobility shall include a link to the payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.

1.1.9 Verra Mobility will provide technician site visits to each Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.

1.1.10 Verra Mobility shall take commercially reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction.

1.2 VERRA MOBILITY OPERATIONS

1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the Customer's Business Rules.

1.2.2 If a warning period is required, Verra Mobility shall provide Customer with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. Customer shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days Customer shall be responsible for the normal monthly Fee.

1.2.3 Verra Mobility shall provide Customer with access to the BOS, including image processing, first and second notice printing and mailing per Violation, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. In the case of a transfer of liability by the Owner, the BOS shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or identified by a rental car company. Costs of certified mailings are priced separately and paid by Customer to Verra Mobility as indicated in **EXHIBIT A**.

1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by first class or other mail means for additional compensation to Verra Mobility as agreed upon by the parties.

1.2.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.

1.2.6 Verra Mobility may make non-substantive formatting or incidental changes to the Citation form without approval by Customer.

1.2.7 Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with Customer and use such records to assist Customer in processing Citations. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing. Verra Mobility reserves the right to pass-through to Customer any cost increases imposed on Verra Mobility by DMV data sources.

1.2.8 The BOS shall provide Customer with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with active Programs. Upon notice to Customer, Verra Mobility reserves the right to modify the suite of standard program reporting available to Customer, so long as such change applies generally to customers with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.

1.2.9 During the twelve (12) month period following the installation or deployment of the first Camera System, upon Verra Mobility's receipt of a written request from Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra

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

1.2.10 In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and Customer shall bear the cost of repair equally with Customer reimbursing Verra Mobility for its portion of the cost of repair. For all other causes of damage, including road construction, Customer negligence, etc. Customer shall reimburse Verra Mobility for the cost of repair.

1.2.11 Verra Mobility shall provide a help-line to assist Customer with resolving any problems encountered regarding its Camera System and/or the BOS. The help-line shall function during Business Hours.

2. CUSTOMER SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

2.1.1 Within seven (7) business days of the Effective Date of this Agreement, Customer shall provide Verra Mobility with the name, title, mailing address, email address and phone number of all Customer stakeholders, including:

- A project manager with authority to coordinate Customer responsibilities under this Agreement;
- Court manager responsible for oversight of all Court-related program requirements;
- The police contact;
- The court contact;
- The person responsible for overseeing payments by violators (might be court);
- The prosecuting attorney;
- The Customer attorney;
- The finance contact (who receives the invoices and will be in charge of reconciliation);
- The IT person for the police;
- The IT person for the courts;
- The public works and/or engineering contact responsible for issuing any/all permits for construction; and
- Court manager responsible for oversight of all Court-related program requirements.

2.1.2 Customer and Verra Mobility shall complete the Project Time Line within thirty (30) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the parties. Customer shall make every effort to adhere to the Project Time Line.

2.1.3 As requested from time to time by Customer, Verra Mobility will provide Customer with a mock-up of the Citation and other notices within fifteen (15) days. Customer shall review the Citation and other notices to ensure conformity with the Laws applicable to Customer. Verra Mobility shall not implement changes to the Citation or other notices without Customer's prior review and sign-off. Customer is responsible for the content of its Program notices, including but not limited to Citations.

2.1.4 Customer shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT D**) to provide verification to the National Law Enforcement Telecommunications System (NLETS) indicating that Verra Mobility is acting on behalf of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1). Access to registered owner information through National Law Enforcement Telecommunications System (NLETS) requires Customer to provide Verra Mobility with a unique Customer ORI. In addition to the Verra Mobility DMV Services Subscriber Authorization, Customer shall execute agreements or applications as requested by Verra Mobility with departments of motor vehicle to provide Verra Mobility with access to motor vehicle data. In addition, in order to access certain state departments of motor vehicles record directly (not through NLETS), agreements or applications directly between customer and the state DMV may be required by Customer, including agreements requiring Customer to comply with certain permissible use, privacy, and security requirements of the applicable state department of motor vehicle may be required. If Customer requires Verra Mobility to access registered owner information from sources other than NLETS or direct through a state DMV, additional fees will apply.

2.1.5 Customer shall prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program. Customer's failure to timely prepare the Business Rules may impact the Project Time Line. Verra Mobility shall not be liable for Customer's failure to update and maintain the Business Rules

2.1.6 Customer is responsible for notifying Verra Mobility of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read of the proposed legislation. Verra Mobility will not be responsible for complying with any change in applicable local law, until such time as Verra Mobility has been notified by Customer in writing of the change in Law. In the event of a change in Law, excluding a change in Customer's local law, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility may propose a Fee increase to Customer. If the parties cannot mutually agree on the Fee change, Verra Mobility may terminate this Agreement. In the event of a change in or adoption of a local law of Customer, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility shall provide Customer with a Fee increase consistent with Verra Mobility's increased operating cost, and Customer shall be obligated to pay such increased Fees.

2.1.7 Customer is responsible for all final jurisdictional issues, including but not limited to as they pertain to issuance of Citations, adjudication of Violations, and intergovernmental authorities.

2.1.8 Once a Notice to Proceed is granted to Verra Mobility in writing, Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.

2.1.9 Customer will comply with all applicable Laws relating to its conduct with respect to the Program, and Customer shall not use the Camera Systems or the BOS for any purpose not permitted by Law.

2.1.10 Once a Camera System is installed and determined by Verra Mobility as operational, it shall be immediately put into service.

2.1.11 Customer shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using the BOS to determine which Events constitute Violations that will be issued as Citations. In the event that Customer fails to process Events within this timeframe, Verra Mobility shall not be

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

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

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

2.2.1 All Camera Systems are intended to remain installed for the duration of the Agreement. If Customer requests that Verra Mobility move a Camera System after initial installation, Customer shall pay for the total cost to relocate the System.

2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, Customer shall pay a reduced monthly fee of $2,500 per month for the deactivated Camera System during the time the Camera System is deactivated and pay any costs incurred by Verra Mobility for removing, and if applicable reinstalling, the System. If the System shall be reinstalled after project is completed, in lieu of paying the reduced monthly Fee while Camera System is deactivated Customer may instead elect through a Change Order, or other written modification to the Agreement, to extend the current term of the Agreement for the time period the Camera System was deactivated.

2.2.3 Prior to the installation of any System, Customer shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any Approach designated for System installation. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the deactivation or removal of a System or otherwise impact an Approach during the term of this Agreement, Customer shall notify Verra Mobility of any such construction.

2.2.4 Customer will design, fabricate, install and maintain camera warning signs required by Law for purposes of operating the Program. If Customer cannot provide such signage, Verra Mobility will do so, and Customer shall reimburse Verra Mobility for such costs. Even if Verra Mobility provides such signage, Customer shall remain responsible for maintaining such signage in compliance with applicable Laws.

2.2.5 Customer understands that proper operation of the Fixed Site School Zone Speed Safety Camera Systems sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. Customer, therefore, shall provide access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture if required for the proper operation of the System.

2.2.6 Customer shall allow Verra Mobility to access power from existing power sources at no cost and, if applicable, shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within Customer's jurisdiction. If these items

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

2.2.7 Verra Mobility installation plans, where required by Law, shall be approved by a licensed professional engineer and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.

2.2.8 Customer shall approve or reject Verra Mobility submitted plans within seven (7) business days of receipt. Customer shall use best efforts to ensure that the total duration between submittal and finalization does not exceed ten (10) days for plan approvals when plans are being reviewed and permitted by any state, county, and/or local agencies.

2.2.9 Customer, or any department of Customer, shall not charge Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services and permits during installation or maintenance of a System. Customer shall also apply for, when in Customer's name, or coordinate the application for, when in the name of a Customer agency, school, or school district, and fund any and all needed state, local, and/or county permits, including any traffic control permits.

2.2.10 Customer understands and agrees that time is of the essence and that public safety is at issue and shall issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state, local, and/or county agency.

2.2.11 If required by the submitted design plan for proper operation, Customer shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within Customer's jurisdiction, as permitted. Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.

2.2.12 Customer shall allow Verra Mobility to build needed infrastructure into any existing Customer-owned easement.

2.2.13 If use of private property right-of-way is needed, Customer shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by Customer as it is expressly excluded from the base fee structure identified in the fee schedule.

2.3 COURTS OPERATIONS

2.3.1 Customer is responsible for the adjudication of Citations in accordance with all applicable Laws.

2.3.2 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.

2.3.3 Customer shall make reasonable efforts to provide the specific text required to be placed on the Citation or notice of infraction to be issued by Customer using the BOS System within thirty (30) days of the Effective Date of this Agreement; provided, that the Parties recognize that the Washington Administrative Office of the Courts ("AOC") must first approve the specific text. While Customer shall make reasonable efforts to expedite the AOC approval process and shall provide the specific text promptly upon its approval by AOC, the Parties recognize that AOC's approval of the text may not occur within thirty (30) days of the Effective Date of this Agreement.

2.3.4 Customer shall approve the Citation form within fifteen (15) days of receipt from Verra Mobility. Verra Mobility may make non-substantive formatting or incidental changes to the Citation without approval by Customer.

2.3.5 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. Customer may refer individuals with questions regarding the Camera System technology and processes to websites and/or toll free telephone numbers provided by Verra Mobility for that purpose.

2.3.6 Customer may pursue delinquent collections of unpaid notices with the court, an existing contractor, or Verra Mobility.

2.3.7 Verra Mobility has an established interface with the AOC, which the Customer may use and any potential, one-time, direct costs to Verra Mobility to develop a customized or unique interface with the Court system will be initially paid by Verra Mobility and any such cost will be reimbursed to Verra Mobility in addition to the Fees in **EXHIBIT A**, Service Fee Schedule. Verra Mobility shall provide the Customer any cost estimates prior to conducting the work.

2.4 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

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

EXHIBIT C
FORM OF NOTICE TO PROCEED

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

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

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

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

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

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

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

CITY OF ORTING, WASHINGTON

By: _____
Name: Date
Title:

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Name: Date
Title:

EXHIBITD
DMV SERVICES SUBSCRIBER AUTHORIZATION

Agency ORI:

DATE

NLETS
1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Frank L. Minice, Executive Director/CEO
Re: Authorization for American Traffic Solutions, Inc. to Perform MVD/DMV Inquiry

Dear Mr. Minice:

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

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

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

SUBSCRIBER INFORMATION

Subscriber Agency/Name _____
Agency ORI
Name/Title of Authorized Representative _____
Mailing Address _____
_____

Telephone **Fax**
Email

Signature of Authorized Representative

Date Signed

EXHIBIT E
RETENTION SCHEDULE***

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

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

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

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

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

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

City of Orting
Council Agenda Summary Sheet

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Pierce County Regional Council – Appointments.	**AB24-127**			
				11.26.2024
	Department:	Executive		
	Date Submitted:	**11.22.2024**		
Cost of Item:		N/A		
Amount Budgeted:		N/A		
Unexpended Balance:		N/A		
Bars #:		N/A		
Timeline:		**ASAP**		
Submitted By:		**Scott Larson**		
Fiscal Note: None				
Attachments: None				

SUMMARY STATEMENT:

The City needs to appoint a primary and alternative representative to the Pierce County Regional Council and the recommendation is to appoint Councilmember Sproul as the representative and Councilmember Holland as the alternate.

RECOMMENDED MOTION: Motion:

To appoint Councilmember Sproul as the city's primary representative and Councilmember Holland as the city's alternative representative to the Pierce County Regional Council.