



City of Tukwila
**Community Services
 and Safety Committee**

- ◆ **Kathy Hougardy, Chair**
- ◆ **Mohamed Abdi**
- ◆ **Tosh Sharp**

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AGENDA

MONDAY, DECEMBER 12, 2022 – 5:30 PM

THIS MEETING WILL BE CONDUCTED BOTH ON-SITE AT TUKWILA CITY HALL AND ALSO VIRTUALLY.

**ON-SITE PRESENCE WILL BE IN THE HAZELNUT CONFERENCE ROOM
 (6200 SOUTHCENTER BOULEVARD)**

**THE PHONE NUMBER FOR THE PUBLIC TO PARTICIPATE IN THIS
 MEETING IS: 1-253-292-9750, Access Code 46754417#**

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For Technical Support during the meeting call: 1-206-433-7155.

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. A resolution updating Fire permit fees. <i>Norm Golden, Deputy Fire Chief, and Andy Nevens, Fire Marshal</i>	a. Forward to a C.O.W. Meeting in 2023.	Pg.1
b. A contract for 2023-2024 Court security services. <i>Trish Kinlow, Court Administrator</i>	b. Forward to 12/12 C.O.W. Meeting and Special Meeting Consent Agenda.	Pg.19
c. An ordinance authorizing use of automated traffic safety cameras in public park speed zones. <i>Eric Drever, Police Chief</i>	c. Forward to 12/12 C.O.W. Meeting and Special Meeting Consent Agenda.	Pg.25
d. Approval of a Police Officer Wellness Grant. <i>Eric Drever, Police Chief</i>	d. Forward to 12/12 C.O.W. Meeting and Special Meeting Consent Agenda.	Pg.39
e. An update on school speed zone cameras. <i>Eric Drever, Police Chief</i>	e. Discussion only.	Pg.45
2. MISCELLANEOUS		

Next Scheduled Meeting: *January 2023*



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Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

TO: **Community Services and Safety Committee**

FROM: **Jay Wittwer, Fire Chief**

BY: **Andy Nevens, Fire Marshal**
Norm Golden, Deputy Fire Chief

CC: **Mayor Ekberg**

DATE: **December 12, 2022 (Follow Up from November 28, 2022)**

SUBJECT: **Fire Permit Fee & Fire Marshal's Office Cost Recovery**

ISSUE

Council direction is needed to determine the degree of cost recovery for the Fire Marshal's Office (FMO). Implementation of the service contract with Puget Sound Regional Fire Authority provides an opportunity to adjust the Fire Permit Fee Schedule to be more in-line with other agencies in our area, and to simplify the permitting process.

DISCUSSION

The Council is being asked to determine a level of cost recovery, up to the full amount, for the Fire Marshal's Office (FMO). The level of cost recovery can then be accomplished by revenue streams collected through the Fire Permit Fees. The Council is also being asked to adopt a new Fire Permit Fee schedule based on simplified calculations using a percentage of the project instead of the current flat fee system. Unlike a flat fee, the percentage system will self-adjust with inflation and therefore not require adjustments.

The budget for the FMO is currently offset to a degree by these revenue streams. The Council can set policy to determine the degree of cost recovery going forward. Many organizations plan for 100% cost recovery for their FMO through their Fire Permit Fees. For example, the City of Kent sets this policy and the RFA provides the services. As of January 1, 2023, the City of Tukwila can utilize this same model, or adjust as determined by the Council. The City of Tukwila will maintain responsibility to issue permits and collect these fees. The RFA will work with the City of Tukwila to review and set fees based on Council direction.

The FMO has revenue streams that are based on fees charged for services. There are three basic categories of Fire Permit Fees:

Fire Construction Permit (Development Review) Fees – These fees cover the Plan Reviews, and Inspections for construction/development. An example is a new strip mall will go through plan review and inspections to ensure compliance with the approved plans.

Operational Permit Fees – These fees cover the Inspection of a regulated practice in a business. An example is a business that uses hazardous materials will have a certified fire inspector check their quantities and storage of the hazardous materials.

Administrative Fees – These fees cover costs of processing mandatory reporting records, re-inspection costs, appeal costs, and special event costs. An example is a business with a fire sprinkler system must submit reports showing that the system is in working order. These records are maintained by the FMO and used to find out when a system is not functioning properly (or has not been serviced).

The Fire Permit Fee schedule was last updated in 2021. Currently the fees are a “flat fee” system with a specific charge for a variety of services, and hourly rates based on actual costs. The user and the FMO must accurately determine each fee that applies to their project, and then add up the total fee. This can lead to errors and confusion.

Fire Review Fees

Construction and Development projects usually require the review of plans to see if there are any fire code issues to be addressed. An example is to review plans to ensure proper fire department access, availability of water, and other fire-related issues.

For Fire Review fees, the proposal is to combine the various permits and associated fees into a simple percentage of the Building Permit fee. Currently, a typical project would require a “fire review” of a Development Permit, Design Review, Public Works Permit, Mechanical Permit, and Plumbing Permit. Each of these has a respective fee. The proposed method would combine all these into a Fire Plan Review package with a fee based on a percentage of the Building Permit fee. The percentage would include the pre-application meetings through the final inspections. A Single-Family House review would be 42.7% and a Commercial/Multi-Family Building review would be 58% of the fee for the corresponding Building Permit. This is the method used in both Renton and Kent.

The complexity of a project is best captured in the Building Permit process. By using a percentage of the Building Permit, we will capture the complexity of the project vis-à-vis Fire. By using the current flat rate, we are exposed to committing large amounts of uncompensated staff time to the larger projects. The flat fee will only cover the time for the most basic projects. The percentage system will fairly estimate the staff time needed to address the issues.

Fire Permit Fees

Most new construction will require fire life safety systems such as fire sprinklers and fire alarms. Installation of these systems will require a plan review and inspections to ensure compliance with the applicable codes.

The current fee schedule requires a tedious counting of the number of sprinkler heads in a system to determine the fee. For Fire Permit fees, the proposal is to charge based on the total valuation of the project. A simple project (less than \$500 valuation) would have a base fee of \$135. The fee would progress commensurate with the project’s valuation. For example - \$100K project would be \$5,700, and a \$500K project would be \$18,550. This is the method used by progressive cities such as Renton and Kent.

Operational Permit Fees

The International Fire Code (IFC) requires a permit for certain regulated practices. Common examples include Hazardous Materials, High Pile Storage, and Welding (of hot works). These permits must be renewed annually and require an inspection to ensure compliance with the codes and the safety of employees and the public. Currently, we are not able to provide these inspections due to lack of staffing and resources. We will be implementing this program as of January 1, 2023, as part of the contract with the RFA. These permits will remain a flat fee with a modest proposed increase commensurate with neighboring cities. An example is the current fee of \$300 for Hazardous Materials will increase to \$375.

Life Safety Inspection Fees

Commercial businesses should be regularly inspected by certified fire inspectors. This service allows the FMO staff to work with business owners to ensure safety and compliance with applicable codes. Currently, we are not able to provide this service due to lack of staffing and resources. We will be implementing this program as of January 1, 2023, as part of the contract with the RFA.

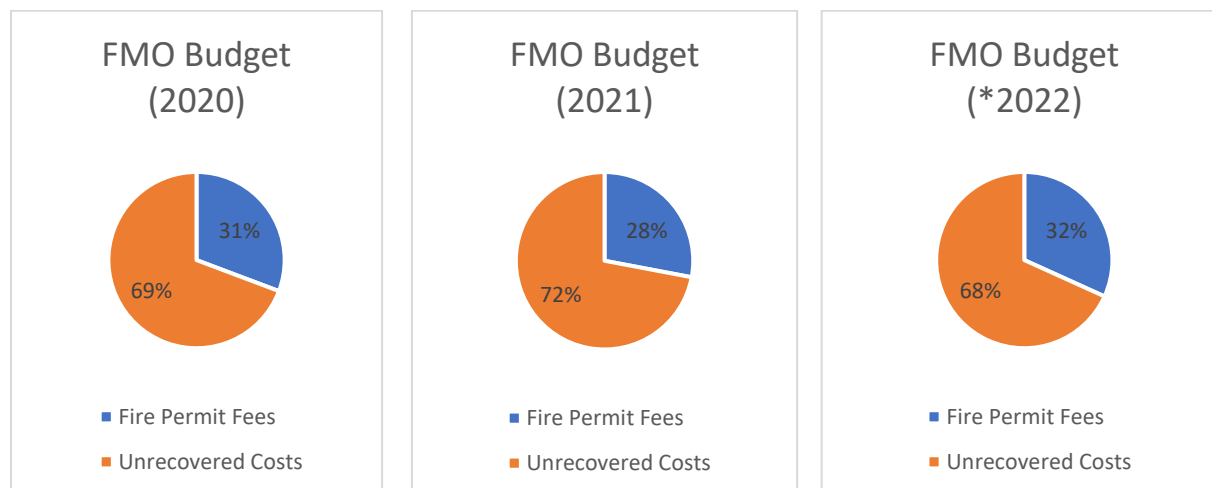
The fee for the inspection will be \$75 and any business practices that require an Operational Permit under the IFC, will be charged additional fees. This is an important inspection program for new businesses, as it provides a connection with the FMO and chance to make sure the new business is set up to provide safe access to exits, alarms and sprinklers are not blocked, and is in compliance with the codes.

Revenue

Over the last three years, the Fire Permit Fees have recovered about 28-32% of the cost (budget) of the FMO. The estimate for 2022 has a cost recovery of about 32%, so an increase of 2.5-fold would be full cost recovery. The Council can adjust this cost recovery percentage by adjusting the fee schedule.

Year	Budget for FMO	Costs Recovered	Percentage	Balance
2020	\$ 861,363.00	\$ 264,671.00	31%	\$ 596,692.00
2021	\$ 812,110.00	\$ 227,179.00	28%	\$ 584,931.00
2022	\$ 821,603.00	\$ 260,997.00	32%	\$ 560,606.00

Overall Percentage of Fire Permit Fees as a percent of the overall budget for FMO services



*2022 is the projected estimate.

Current Proposed Budget and the estimated additional revenues from changes in permit fees.

	Actuals			Budget	Budget
	2020	2021	2022	2023	2024
Non BL Tech Fees	\$ 8,802.00	\$ 6,812.00	\$ 9,695.00	\$ 5,000.00	\$ 5,000.00
Admin FMO	\$ 3,602.00	\$ 10,876.00	\$ 17,515.00		
Protective Inspections	\$ 84,251.00	\$ 70,170.00	\$ 104,626.00	\$ 185,000.00	\$ 385,000.00
Planning Inspection	\$ 166,966.00	\$ 133,196.00	\$ 124,091.00	\$ 100,000.00	\$ 100,000.00
Reinspection Fees	\$ 1,050.00	\$ 6,125.00	\$ 5,070.00	\$ 500.00	\$ 500.00
	\$ 264,671.00	\$ 227,179.00	\$ 260,997.00	\$ 290,500.00	\$ 490,500.00
Estimated Revenue					
Option A				\$ 400,000.00	\$ 450,000.00
Option B				\$ 150,000.00	\$ 300,000.00
Option C				\$ 290,500.00	\$ 490,500.00

On November 28, 2022, the committee asked for some additional information: This included

1. Additional examples of fee calculations to specifically include the City of Covington and the City of Maple Valley.

2. Amended language in the resolution for additional oversight and review by Council.

1. Additional Examples

The Fire Permit Fee schedules in our area vary greatly. The CSS committee asked to see how the current and proposed Tukwila fees compare to those of other cities in our area. Puget Sound Regional Fire Authority (PSRFA) provides Fire Marshal services to the Cities of Kent, Covington, SeaTac, and Maple Valley. Valley Regional Fire Authority (VRFA) provides Fire Marshal services to the Cities of Algona, Auburn, and Pacific. Renton Regional Fire Authority (RRFA) provide Fire Marshal services to the City of Renton.

Attached is a first draft of additional comparisons from various jurisdictions. This will be updated for the committee and the Council as we receive more information.

Although the Regional Fire Authorities (RFA) provide the actual Fire Marshal services, the cities maintain control over the Fire Permit Fees and how they are determined. Each city sets the valuation and permit fees for each project. There are two main components that comprise the fees paid. The first is a fee to review the plans and determine what is needed to comply with the Fire Codes. The second is a fee to inspect the project to ensure compliance. Sometimes there are multiple fees required in each category, and the customer may feel overwhelmed by fees.

We found significant differences in the fees of the different jurisdictions. Most use a combination of a flat fee, an hourly rate, and a percentage system. The hourly rate systems are overly burdensome and require significant administrative support to track time and billing. The flat fee plus “per device” system charges a flat fee plus an additional fee for each device (sprinkler head, smoke detector, etc.) that is in the design. This system of calculation is complicated and leads to frequent errors and confusion. Converting the calculation system to a percentage of the valuation or building permit streamlines the process and is easy to understand.

An example is a project to build a new strip mall with a lawyer’s office, teriyaki restaurant, auto parts store, and dry cleaner. The developer would pay for Land Use (review), SEPA (review), project review (review), fire alarm system (review & inspection), fire sprinkler system (review & inspection), commercial hood (review & inspection), high-pile storage racks (review & inspection), hazardous materials (review and inspection), and emergency radio system (review & inspection). There would be about 15 fees charged for this common project.

This is just the Fire side as they would also need to go through the permitting process through the Building departments as well. A streamlined, percentage-based calculation system combines the reviews and inspections into a single fee.

Historically, fee schedules have been untouched and used simple flat fees for decades. The costs of providing Fire Marshal services were absorbed by using city funding (e.g. General Fund dollars). The current trend in the area, and with all these cities, is to move to a percentage-based fee calculation where possible. Instead of an ala-carte menu of fees, a simplified percentage covers the entire project. The main benefits of a percentage calculation are the fees adjust in tune with inflation, are simple to understand, and allows RFAs to maintain the same calculation regardless of individual jurisdictional changes to their fees.

An example is if the City of Pacific wants to increase revenue from their building permits, they can adjust their valuation chart. The fire fees will increase commensurate by a percentage of that increase without any adjustments to the fire fees.

2. Additional Oversight Language

City Staff will work with the City Attorney and City Clerk to offer additional language to meet the Committee's suggestions and will provide this during the committee discussion.

Options for Cost Recovery

The cost recovery balance for the FMO can be done in progressive phases. Calculating fees using the percentage method would have the greatest impact on the fee revenue stream. The percentage used in the calculation of Fire Review fees can be adjusted to meet the cost recovery objectives.

The implementation of the calculation adjustments can be spread over time.

Option A

Approve the new fee schedule and calculation methods. Set the cost recovery percentage to full cost recovery (100%) and implement as soon as possible (Q1 of 2023). Single Family Review set at 46.7% of Building Permit fees. Multi-Family/Commercial Review set at 58% of Building Permit Fees.

Option B

Approve the new fee schedule and calculation methods. Set the cost recovery percentage to increase to reach full cost recovery (100%) over the next three years (2023, 2024, 2025). Single Family Review with Building Permit fees set at 20% in 2023, 35% in 2024 and 46.7% in 2025. Multi-Family/Commercial Review with Building Permit fees set at 20% in 2023, 40% in 2024 and 58% in 2025 of Building Permit Fees.

Option C

Keep the fees in the current form and revisit as needed to adjust the cost recovery to the current 32% of the FMO budget.

FINANCIAL IMPACT

The cost recovery objective set by the Council will control the potential financial impacts of any fee adjustments. The calculation method will not have a financial impact as the percentages can be adjusted to any level including matching the current level.

RECOMMENDATION

The CSS Committee is being asked to review the proposed fee schedule, determine the cost recovery objective, and forward a recommendation to the December 12, 2022, Committee of the Whole (COW) meeting. Upon approval from the COW, move to the subsequent Special meeting that night for approval.

ATTACHMENTS

- A. Fee Comparison Matrix
- B. 2023 Fire Permit Fee Handout
- C. Zone 3 Fee Comparison Matrix

Attachment A - Fee Comparison Matrix

Permit number / project type	Project Valuation	Tukwila Bldg Permit Fee	Costs based on current or newly adopted fee schedules				2023 Tukwila Fire Permit Fees (proposed)
			2023 Renton Fire Permit Fees	2022 Seatac Fire Permit Fees	2021 Tukwila Fire Permit Fees (current)	2022 Kent Fire Permit Fees	
Construction Permit Type D							
D20-0138 Commercial New tilt-up	\$39,419,142	\$188,258	\$59,319 (20% of plan review, calc. from table based on project value)	\$0 No Charge	\$400 Flat fee	\$109,190 (58% of bldg. permit)	\$109,190 (58% of bldg. permit)
D21-0019 New single-family Residence	\$402,615	\$4,231	\$794 (20% of plan review, calc. from table based on project value)	\$0 No Charge	\$150 Flat fee	\$1,807 (42.7% of bldg. permit)	\$1,807 (42.7% of bldg. permit)
D22-0004 Tenant Improvement, SC Mall	\$145,000	\$1,961	\$408 (20% of plan review, calc. from table based on project value)	\$0 No charge	\$400 Flat fee	\$1,137 (58% of bldg. permit)	\$1,137 (58% of bldg. permit)

Fire Permit Type F						Includes CPI-W			
F21-0160 New sprinkler system for new tilt up	\$403,875	N/A	\$4,775	\$7,695	\$17,450	\$23,380	\$25,562	(\$15,492 permit + \$10,070 review)	Cost per % of value
F20-0029 New sprinkler system for Midrise apts.	\$508,832	N/A	\$5,719	\$9,349	\$7,536	\$28,466	\$31,053	(\$18,820 permit + \$12,233 review)	Cost per % of value
F21-0061 New UL 300 Kitchen hood	\$7,000	N/A	\$380	\$426	\$521	\$1,206	\$1,320	(\$800 permit + \$520 review)	Cost per % of value
F20-0164 New ERRCS for mid rise	\$21,508	N/A	\$628	\$1,012	\$300	\$3,024	\$3,300	(\$2,000 permit + \$1,300 review)	Cost per % of value

Fire Permit Type F (continued)						Includes CPI-W	
F22-0020 New 13D sprinkler system for SFR	\$6,750	N/A	\$376 (\$301 review + \$75 permit)	\$425 (\$258 permit + \$167 review)	\$500 (\$300 insp + \$200 review)	\$1,206 (\$731 permit + \$475 review)	\$1,320 (\$800 permit + \$520 review)
			Cost per % of value	Cost per % of value	Flat fee	Cost per % of value	Cost per % of value
F21-0066 New Fire Alarm for 2 story com building	\$12,026	N/A	\$456 (\$380 review + \$76 permit)	\$660 (\$400 permit + \$260 review)	\$721 (\$323 insp + \$398 review)	\$1,934 (\$1,172 permit + \$762 review)	\$2,112 (\$1,280 permit + \$832 review)

2023 TUKWILA FIRE PERMIT SCHEDULE

FIRE CONSTRUCTION PERMITS	
Note: All fees will receive an annual inflater equal to CPI-W	
Development Review	Fee
Fire Plan Review	65% of Fire Permit Fee
Fire Permit	See Table Below (based on valuation of Labor and Materials)
Single Family Review	42.7% of Building Permit Fee
Commercial Review	58% of the Building Permit Fee
Fireworks (pyrotechnic) - Sales or Display Permit	\$350 per event and/or stand. Additional Fire Department Standby costs may be required – determined by Fire Marshal. FD standby will be charged at \$150 per hour
Tank – Removal, abandonment, or installation permit	\$400 per tank
Total Valuation	Fire Permit Fee Calculator
\$1.00 to \$500.00	\$135.00
\$501.00 to \$2,000.00	\$135.00 for the first \$500.00 plus \$18.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.
\$2,001.00 to \$25,000.00	\$400.00 for the first \$2,000.00 plus \$80.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$2,250.00 for the first \$25,000.00 plus \$60.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$3,700.00 for the first \$50,000.00 plus \$40.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$5,700.00 for the first \$100,000.00 plus \$32.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00	\$18,550.00 for the first \$500,000.00 plus \$30.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$33,825.00

OTHER FIRE SERVICES	
After-Hours Expedited Fire Plan Review	\$550.00
After-Hours Expedited Fire Inspection	\$550.00
Fire Review -- Alternative Materials and Methods: Residential	\$275.00
Fire Review -- Alternative Materials and Methods: Commercial	\$550.00
Other Reviews - resubmittals, changes, deferred submittals, additions, or revisions to plans. Fees will be assessed after first re-submittal	\$225.00 per hour, one-hour minimum.

LIFE SAFETY INSPECTIONS AND OPERATIONAL PERMITS	
Operational Fire Permits Regulated by the International Fire Code: <ul style="list-style-type: none"> • High Pile Storage • Flammable and Combustible Liquids • Hazardous Materials 	\$375.00 each
All other Operational Fire Permits regulated by the International Fire Code, and as amended in TMC Chapter 16.16, that do not have a separate listing in the fee schedule	\$200.00 each
“Mobile” Operational Fire Permits	\$200.00 per vehicle if inspected in Tukwila. \$100.00 per vehicle if inspected by another fire agency.
Limited Use Operational Permits	\$200.00
New Business Life Safety Inspection	\$75.00 + Applicable Operational Permit Fees
Annual Life Safety Inspection	\$75.00 + Applicable Operational Permit Fees

ADMINISTRATIVE FEES

Fire Protection System Confidence Testing Compliance Services – Per system fee collected by BRYCER “TCE” on behalf of the Tukwila Fire Marshal’s Office	\$15.00 per system
Starting work before a permit issuance shall be subject to an investigation fee equal to 100% of applicable permit fees.	
<i>A 5% Technology Fee will be added to all Fire fees unless the Technology Fee is already being charged by another City department.</i>	
A 3% processing fee will be added if payment is made by credit card for Fire fees.	
Recovery of Hazardous Incident Response Costs <i>TMC Chapter 6.14</i>	Minimum fee for incident response costs = \$275.00, plus any "extraordinary costs" as defined per TMC Chapter 6.14.
REINSPECTION FEES: For Construction Permits, Operational Permits, life safety inspections or spot inspections. <i>TMC 16.16.040</i> <i>TMC 16.40.130</i> <i>TMC 16.42.110</i> <i>TMC 16.46.150</i> <i>TMC 16.48.150</i>	\$200.00 per re-inspection
APPEAL FEE <i>TMC 16.16.090</i> <i>TMC 16.40.170</i> <i>TMC 16.42.150</i> <i>TMC 16.46.170</i> <i>TMC 16.48.170</i>	\$550.00
Special Event Permit <i>TMC Section 16.16.030</i>	\$450.00, plus any applicable Limited Use Operational Fire Permits

Zone 3 Fee Comparison Matrix

	Project Value	Bldg Permit Fee	Current Tukwila	Covington	Renton	SeaTac	Kent	Maple Valley	VRFA
Hourly Rate			\$ 150.00	\$ 169.00	\$ 125.00	\$ 114.00	\$ 201.00	\$ 100.00	\$ 118.38
Technology Fee			5%	\$ 43.00	8%	5%	3%	4%	None
Admin Service Fee			\$ 15.00	None	None	None	None	\$ 75.00	None
Construction Projects (Reviews & Inspections)									
Marvelle (7 Story Apartments)	\$ 29,836,084.00	\$ 148,875.03	\$ 400.00	\$ 624.75	\$ 29,775.01	No Charge	\$ 86,347.52	\$100/Hourly	\$ 29,775.01
Commercial Building (>51K sq ft)	\$ 1,686,399.00	\$ 12,494.97	\$ 400.00	\$ 2,499.00	\$ 2,498.99	No Charge	\$ 7,247.08	\$100/Hourly	\$ 4,373.24
Remodel at Mall (<10K sqft)	\$ 145,000.00	\$ 9,452.38	\$ 400.00	\$ 666.00	\$ 1,890.48	No Charge	\$ 1,137.00	\$100/Hourly	\$ 3,308.33
New House (Single Family)	\$ 402,615.00	\$ 11,797.58	\$ 150.00	\$ 589.88	\$ 2,359.52	No Charge	\$ 1,807.00	\$100/Hourly	\$ 1,769.64
Fire Permits (Reviews & Inspections)									
New Commercial Sprinkler (100)	\$ 403,875.00		\$ 17,450.00	\$ 993.55	\$ 4,243.39	\$ 7,695.00	\$ 23,380.00	\$100 Hourly + \$75	\$391+ Per Device
New Residential Sprinkler (25)	\$ 6,750.00		\$ 500.00	\$ 349.00	\$ 376.00	\$ 425.00	\$ 1,206.00	\$100 Hourly + \$75	\$391+ Per Device
New Kitchen Hood System	\$ 7,000.00		\$ 521.00	\$ 351.00	\$ 302.40	\$ 426.00	\$ 1,320.00	\$100 Hourly + \$75	\$391+ Per Device
New Radio System	\$ 21,508.00		\$ 300.00	\$ 467.06	\$ 537.43	\$ 1,012.00	\$ 3,024.00	\$100 Hourly + \$75	\$391+ Per Device
New Fire Alarm (50)	\$ 12,026.00		\$ 721.00	\$ 383.20	\$ 383.82	\$ 660.00	\$ 1,934.00	\$100 Hourly + \$75	\$391+ Per Device
Operational Permits (inspections)									
Hazardous Materials			\$ 300.00	\$169/hourly	\$ 200.00	\$ 203.50	\$ 321.00	\$100/Hourly	Included in FBC
High Pile Combustible			\$ 300.00	\$169/hourly	\$ 200.00	\$ 203.50	\$ 321.00	\$100/Hourly	Included in FBC
All Other			\$ 175.00	\$169/hourly	\$ 125.00	\$ 150.00	\$ 161.00	\$100/Hourly	Included in FBC

	Current Tukwila	Proposed Year 1	Difference	Proposed Year 2	Difference	Proposed Year 3	Difference
Cost Recovery Percentage	32%	50%	18%	75%	25%	100%	25%
Plan Review (Commercial)	19%	27%	8%	43.5%	17%	58%	15%
Plan Review (Multi-Family)	19%	27%	8%	43.5%	17%	58%	15%
Plan Review (Single-Family)	14%	22%	8%	33%	11%	42.7%	10%
Hourly Rate	\$ 150.00	\$ 150.00	\$ -	\$ 157.50	\$ 7.50	\$ 165.38	\$ 7.88
Technology Fee	5%	5%		5%		5%	
Admin Service Fee	\$ 15.00	\$ 15.00	\$ -	\$ 15.75	\$ 0.75	\$ 16.54	\$ 0.79
Construction Projects (Reviews & Inspections)							
Marvelle (7 Story Apartments)	\$ 400.00	\$ 40,196.26	\$ 39,796.26	\$ 64,760.64	\$ 24,564.38	\$ 86,347.52	\$ 21,586.88
Commercial Building (>51K sq ft)	\$ 400.00	\$ 3,373.64	\$ 2,973.64	\$ 5,435.31	\$ 2,061.67	\$ 7,247.08	\$ 1,811.77
Remodel at Mall (<10K sqft)	\$ 400.00	\$ 2,552.14	\$ 2,152.14	\$ 4,111.79	\$ 1,559.64	\$ 5,482.38	\$ 1,370.60
New House (Single Family)	\$ 150.00	\$ 2,595.47	\$ 2,445.47	\$ 3,893.20	\$ 1,297.73	\$ 5,037.57	\$ 1,144.37
Fire Permits (Reviews & Inspections)							
New Commercial Sprinkler (100)	\$ 17,450.00	\$ 11,690.00	\$ (5,760.00)	\$ 17,535.00	\$ 5,845.00	\$ 23,380.00	\$ 5,845.00
New Residential Sprinkler (25)	\$ 500.00	\$ 603.00	\$ 103.00	\$ 904.50	\$ 301.50	\$ 1,206.00	\$ 301.50
New Kitchen Hood System	\$ 521.00	\$ 660.00	\$ 139.00	\$ 990.00	\$ 330.00	\$ 1,320.00	\$ 330.00
New Radio System	\$ 300.00	\$ 1,512.00	\$ 1,212.00	\$ 2,268.00	\$ 756.00	\$ 3,024.00	\$ 756.00
New Fire Alarm (50)	\$ 721.00	\$ 1,056.00	\$ 335.00	\$ 1,584.00	\$ 528.00	\$ 2,112.00	\$ 528.00
Operational Permits (inspections) Annual Increase 5%							
Hazardous Materials	\$ 300.00	\$ 300.00	\$ -	\$ 315.00	\$ 15.00	\$ 330.75	\$ 15.75
High Pile Combustible	\$ 300.00	\$ 300.00	\$ -	\$ 315.00	\$ 15.00	\$ 330.75	\$ 15.75
All Other	\$ 175.00	\$ 175.00	\$ -	\$ 183.75	\$ 8.75	\$ 192.94	\$ 9.19



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee

FROM: LaTricia Kinlow, Judicial Branch Administrator

CC: Mayor Ekberg

DATE: November 22, 2022

SUBJECT: Securitas Security Agreement – Court Security

ISSUE

Since 2006 Securitas Security has successfully provided security services for the Tukwila Municipal Court. It is time to renew the contract for this service.

BACKGROUND

To ensure the safety of those who appear in-person for court services, the presence of a security officer at the court entrance is considered a best practice for courts throughout the nation. To continue this safety protocol, it is the Court's intent to continue contracting these services with Securitas Security Services.

FINANCIAL IMPACT

We currently have \$60,000 allocated for each year of the 2023-2024 biennial budget.

RECOMMENDATION

The CSS Committee is being asked to approve the contract and forward this to the December 12, 2022 Committee of the Whole meeting for Council approval.

ATTACHMENTS

Securitas Security Services Agreement



SECURITY SERVICES AGREEMENT ("Agreement")
Between Company and Client (as defined below)

Effective Date: January 1, 2023

Company: Securitas Security Services USA, Inc.
Street: 17930 International Blvd. Suite 550
City, State, Zip: SeaTac, WA 98188
Contact Name/Title: Jesus Oropeza / District Manager
E-mail Address: jesus.oropeza@securitasinc.com
Phone: (425) 293-514 Fax: (747) 222-8497

Client: Tukwila Municipal Court
Street: 15005 Tukwila International Blvd.
City, State, Zip: Tukwila, WA 98168
Contact Name/Title: LaTricia Kinlow / Court Administrator
E-mail Address: trish.kinlow@tukwilaWA.gov
Phone: (206) 433-7185 Fax: _____

For services ("Services") provided by Company, Client will pay the Service Fee, plus all applicable (i) sales, use and similar taxes, (ii) interest, and (iii) penalties. Services are as specified (i) in any agreed-upon post orders or scope of work (collectively, "Scope of Work"), and (ii) below.

Service Site

<input checked="" type="checkbox"/> Check box if Site is same as above.	Street:	City:	State:	Zip:
Contact Name/Title:	E-mail:		Phone:	

<input checked="" type="checkbox"/> Traditional Guarding (check box if providing traditional guarding; check all Services that apply below)					
<input checked="" type="checkbox"/> On-Site Total HPW: <u>37.5</u>	Guard Type: • 2023 Officer Rate • 2024 Officer Rate •	Guard HPW: • 37.5 • 37.5 •	Straight Rate/Hour: • \$28.80 • \$29.80 • \$	Premium (OT) Rate/Hour: • \$43.20 • \$44.70 • \$	Special Rate/Hour: • \$43.20 • \$44.70 • \$
<input type="checkbox"/> Mobile Patrol # of daily visits: _____	Straight Rate/Inspection: • \$		Premium (OT) Rate/Inspection: • \$		Special Rate/Inspection: • \$
<input type="checkbox"/> Mobile Alarm Response	Rate/Response: \$				
<input type="checkbox"/> Remote Guarding	Weekly Rate: \$				
<input type="checkbox"/> Other Expenses	Description: • •	Rate: • \$ • \$	Description: • •	Rate: • \$ • \$	
Billing: Bi-Weekly (at end of service period)			Payment: Credit Card (AVP Initials: <u>AB</u>)		

<input type="checkbox"/> Integrated Guarding (check box if providing integrated guarding; check all Services that apply below)			
<input type="checkbox"/> On-Site (HPW: _____)	<input type="checkbox"/> Mobile Patrol (# of weekly visits: _____)	<input type="checkbox"/> Mobile Alarm Response	<input type="checkbox"/> Remote Guarding
Integrated Guarding Fee: \$		Billing: Calendar Monthly in Advance	Payment: ACH/Wire

Additional Information

TERMS AND CONDITIONS

1. DEFINITIONS: "Company Equipment" means all equipment, tools, documents, materials, software, applications, systems, processes, etc. provided, installed, developed or used by Company in connection with the Services; "Contractors" means contractors, subcontractors and/or vendors; "In writing" or "written document" means any written communication that has been signed by an authorized representative of the party, including, without limitation, printed documents, facsimiles, e-mails and other electronic means of communication; "Loss" means all suits, claims, losses, damages and expenses (including, without limitation, penalties, fines, investigative costs, reasonable attorneys' fees and costs of suit) arising from all events or circumstances related to or in connection with the same general condition; "Remote Guarding" means guarding and related services (including, without limitation, burglar/intrusion alarm monitoring) conducted from a remote location using electronic security equipment (including, without limitation, video and voice communication equipment); "Service Fee" collectively means the rates for traditional guarding or the Integrated Guarding Fee, as appropriate; "Site" means all premises where Services are performed under this Agreement.

2. PAYMENT: (a) Invoices are payable, without any setoff, to the remittance address on the invoice. Traditional guarding invoices are payable 30 days from the end of service period; integrated guarding invoices are payable in advance. Client's failure to pay any amount when due will be a material breach by Client. A late charge of 1.5% per month will be added to balances not paid when due. Client must notify Company in writing of any dispute regarding the amount of an invoice on or before payment is due; otherwise all disputes will be deemed waived. Client will bear all costs associated with Company receiving payments due for Services rendered under this Agreement. If Company must institute suit or collection services to collect amounts owed to Company, Client will pay Company's attorneys' fees and other costs of suit or collection.

(b) In the event of payment delay, Company may suspend the performance of Services upon 10 days' prior written notice. Suspension will not release Client from any of its obligations under this Agreement. In case of non-payment based on Client liquidity problems, Company may condition continued performance on immediate cash payment for Services rendered (invoiced or not) or to be rendered.

(c) Rates for traditional guarding do not include coverage for labor disputes, civil disorder, national disaster, or other similar emergency situations. Also, the premium (OT) rates will apply to the following: all work according to applicable laws and regulations; extended shifts or hours performed at the request of Client; additional personnel or hours requested by Client with less than 72 hours' notice, but only for the first 72 hours; additional personnel or hours requested by Client for special occasions or temporary or short durations; and work on New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday After Thanksgiving, and Christmas Day.

(d) Company may raise the Service Fee upon 30 days' prior written notice to account for any increases in (i) health care, benefit, or insurance costs, (ii) labor or fuel costs, (iii) costs arising from changes to laws, regulations, or insurance premiums, (iv) SU1 or similar taxes, (v) Contractors' rates, or (vi) any other taxes, fees, costs or charges related to the Services.

3. TERM & TERMINATION: This Agreement will commence upon the Effective Date and continue until terminated by either party; any Services provided before the Effective Date are subject to this Agreement. Either party may terminate this Agreement at any time, without cause or penalty, upon 30 days' prior written notice to the other party. Either party may also terminate this Agreement for good cause upon 5 days' prior written notice to the other party. "Good cause" for Company will include, without limitation, the following: (i) any material or persistent minor breach by Client of this Agreement; (ii) cancellation of or material change to any of Company's insurance coverage relevant to this Agreement; (iii) a change in applicable laws or regulations that has a material effect on, or causes a material change to, the Services; (iv) any act or omission of Client which, in Company's reasonable opinion, brings or may bring Company's business or reputation into disrepute; or (v) Client or the Services becoming subject to economic or trade sanctions. Client will be responsible for payment for all Services rendered through the termination date. If Client terminates this Agreement for any reason, Client will pay for any unamortized costs related to any Company Equipment.

4. SCOPE OF SERVICES; PERSONNEL: (a) Company will only provide Services specified in this Agreement or the Scope of Work, which is incorporated into this Agreement. Company will not be obligated to perform, and will bear no responsibility for, any Services or duties performed that are not expressly specified in this Agreement. Company does not accept overall responsibility for security at the Site, and Company is not engaged as a security consultant. Company may use Contractors to provide some or all of the Services.

(b) Company is not selling or leasing any Company Equipment, which will always be property of Company or its Contractors. Company is not transferring any intellectual property rights in any Company Equipment; such rights will remain solely with Company or its Contractors. Company will be provided with reasonable time and access to remove Company Equipment upon termination of this Agreement; all rights granted to Client to use or access any Company Equipment end upon termination of this Agreement.

(c) Company is an independent contractor, and nothing in this Agreement creates a partnership or relationship of principal/agent or employer/employee. Personnel providing the Services are employees of Company or its Contractors. Company may change such personnel at any time. Client may reasonably request changes in such personnel for lawful reasons. If Company makes Client's requested changes, Client will be solely responsible for, and will defend and indemnify Company against, any Loss arising from such changes.

(d) If Client employs, directly or indirectly, any Company employee formerly assigned to the Site within one year from the last date on which the Company employee was employed by Company, Client will reimburse Company \$2,500 per Company employee for costs related to recruiting, screening, training, etc.

(e) If Services include Remote Guarding, (i) neither Company nor its Contractors will be responsible for any interruption or failure of power; (ii) neither Company nor its Contractors will be responsible for any faulty, failed, interrupted, circumvented, or compromised data transmissions; (iii) Client is responsible for the design, installation, repair and maintenance of its own monitoring equipment and systems ("Monitoring System"); (iv) Company may, without penalty, modify, terminate or suspend Remote Guarding, shut down Client's Monitoring System, lock Client's panel, or render any monitoring equipment incapable of sending signals (1) if permitted, requested, or required to do so by any governmental authority, standards setting entity, or insurance interest, or (2) in Company's reasonable discretion; (v) Client is responsible for (1) providing and maintaining adequate lighting for all video equipment, and (2) ensuring Client's personnel and Monitoring System comply with all laws applicable to the use of video equipment; (vi) any Remote Guarding failure will not release Client from its obligations to pay any fees for Services; and (vii) any software, hardware, firmware, shareware, codes, information and documentation ("Proprietary Information") associated with Remote Guarding are, and will remain, the property of Company or its Contractors, as applicable, and any developments to the Proprietary Information will be the intellectual property of Company or its Contractors, as applicable. Further, Client, on behalf of itself, its employees, agents and guests, grants consent to Company and its Contractors to (i) intercept, record, retrieve, review, copy, disclose and use the contents of all transmissions received as part of Remote Guarding, and (ii) represent themselves as a security agent of Client and notify government agencies of suspicious or suspected criminal activities at the Site.

5. LIABILITY LIMITATION; INDEMNIFICATION: (a) The Service Fee is based upon the value of Services provided, not the value of the interests or property protected. Accordingly, Company makes no representation or warranty, express or implied, that the Services will produce a result or prevent any loss or damage. *Client agrees that the limitations of liability and Client's defense/indemnity obligations in Sections 5(c)-5(h) apply regardless of whether the Loss is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of Company, its employees or agents, including that related to the hiring, training, supervision or retention of Company's employees or agents, and Sections 5(c)-5(h) apply in favor of Company's Contractors.*

(b) Company will defend and indemnify Client against any Loss arising from the Services only to the extent the Loss is caused by the negligence of Company, its employees or agents while acting within the scope of their duties and authority. Client will defend and indemnify Company against any Loss in connection with this Agreement only to the extent the Loss is caused by the negligence of Client, its employees or agents.

(c) *Notwithstanding Section 5(b), in no event will the total liability of Company and its insurers for any Loss exceed \$2,500.*

(d) *Notwithstanding Section 5(b), Client will defend and indemnify Company against any Loss to the extent the Loss exceeds \$2,500.*

(e) *Notwithstanding anything to the contrary in this Agreement, in no event will Company or its insurers be liable for any (i) environmental Loss, (ii) punitive, special, exemplary, liquidated, indirect, or consequential Loss (including, without limitation, loss of profits or business), (iii) violent or armed action, or hi-jacking, (iv) Loss arising from any remote or on-site cyber activity or event, (v) injuries or deaths arising from any conditions of the Site, or (vi) Loss arising from or related to any circumstance beyond Company's reasonable control (including, without limitation, any failure on the part of Company's Contractors, any act of God or war, etc.).*

(f) *Notwithstanding anything to the contrary in this Agreement, in connection with the US Safety Act, each party waives all claims against the other party for damages arising from or related to an act of terrorism; the parties intend for this waiver to flow down to their respective Contractors.*

(g) *Notwithstanding anything to the contrary in this Agreement, if Company employees operate any vehicle other than one supplied by Company, Client will maintain insurance for the vehicle, Client's insurance will be primary, and Client will defend and indemnify Company against any Loss arising out of Company's use of the vehicle.*

(h) *Notwithstanding anything to the contrary in this Agreement, in no event will Company be responsible for any theft or other loss of property (including, without limitation, electronic data) not directly attributable to proven security officer thefts. In the event of allegation of security officer thefts, Client waives all right of recovery unless Company is notified of the allegations within 10 days, Client fully cooperates with Company in the investigation of the facts, Client presses formal charges, and a conviction is obtained; however, if all the foregoing conditions are satisfied, all applicable limitations of liability in this Agreement still apply.*

(i) Written notice of any Loss arising out of or relating to this Agreement must be received by Company within 30 days following the date of the occurrence giving rise to such Loss. No action to recover any Loss will be instituted or maintained against Company unless such notice is received by Company. No action to recover any Loss will be instituted or maintained against Company unless the action is instituted no later than 12 months following the date of the occurrence from which the Loss arises.

(j) *Services are only for the benefit of Client; neither this Agreement nor any Services confer rights on any other party as a third-party beneficiary.*

6. INSURANCE: Client will maintain insurance to protect Client against loss or damage to the Site, Client's business and property, and others' property on the Site. Client (on behalf of itself and its insurers) waives all rights of subrogation against Company, its Contractors, and their respective employees, agents and insurers. If Company provides any insurance coverage (additional insured or otherwise) for Client or any others, such insurance coverage will only cover Client and the others for liability specifically assumed by Company in this Agreement. As security for Client's defense and indemnity obligations in this Agreement, Client will name Company as an additional insured under Client's relevant insurance policies, and Client will provide Company with a certificate of insurance evidencing such coverage upon request.

7. FORCE MAJEURE: The following circumstances will be considered as grounds for relief if they delay or impede the performance of this Agreement: any circumstance beyond the reasonable control of a party such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, hi-jacking or an act of terrorism, shortage of transport, general shortage of materials or personnel, industrial disputes and defects or delays in deliveries by Contractors caused by any such circumstance as referred to in this Section. The party desiring relief under this Section will inform the other party by written notice without delay on the occurrence and on the cessation of such circumstance. If grounds for relief prevent Client from fulfilling its obligations, Client will reimburse Company for costs incurred in securing and protecting the Site. Client will also reimburse Company for costs incurred for personnel, Contractors and equipment which, with the consent of Client, are held in readiness to resume the Services.

8. CLIENT'S COMMITMENT: Client represents it (i) is not, and will not be during the term of this Agreement, subject to economic or trade sanctions, and (ii) will at all times cooperate with Company to allow Company to provide the Services under the best possible conditions; such cooperation includes, without limitation, Client providing (i) a safe, healthy working environment for Company personnel in accordance with applicable laws and regulations, (ii) all relevant information, access and assistance that Company reasonably requires to perform the Services without interruption, including, without limitation, suitable office space and utilities, and (iii) prompt notice of anything that may affect Company's safety, risk or obligations under this Agreement or which may lead to an increase in Company's costs of providing the Services. Any breach of this representation will be a material breach by Client.

9. DATA: To try to improve Company's service offerings, Company requires the use of data and information collected by or for Company or Client in the course of the provision of the Services. Accordingly, intellectual property rights, database rights, and all other rights in any such data or information will belong to Company.

10. SEVERABILITY: If any provision of this Agreement is held to be unenforceable, it will be modified to be enforceable to the maximum extent permitted under applicable law; all other terms will remain in full force. If the unenforceable provision cannot be so modified, it will be excluded from this Agreement; all other terms of this Agreement will remain in full force.

11. PRECEDENCE: In the event that the different parts of this Agreement are conflicting, the written documents forming part of this Agreement will prevail in the following order: (i) this Agreement; (ii) the Scope of Work; and (iii) any other written documentation attached hereto.

12. NOTICES: All official notices will be in writing and made by overnight mail or certified mail, addressed to the other party at its address set forth in the opening header of this Agreement or at such other address as the other party may have designated in writing.

13. ASSIGNMENT: Neither party will assign this Agreement without the other party's prior written consent, which will not be unreasonably withheld. However, upon 30 days' prior written notice to the other party, either party may assign this Agreement at any time to any of its affiliates, subsidiaries or successors.

14. LAW & JURISDICTION: (a) This Agreement will be governed by the law of the State in which the applicable Services are performed. The parties hereby submit to the jurisdiction of the courts of such State. All terms in this Agreement are only intended to apply to the maximum extent permitted by applicable law.
(b) The Equal Opportunity requirements of 41 CFR §§ 60-1.4, 60-300.5(a) and 60-741.5(a) are incorporated in this Agreement. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require Company to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

15. ENTIRE AGREEMENT: This Agreement, and anything attached to or incorporated into it, constitutes the entire agreement between the parties. Any representations, promises or agreements not embodied in this Agreement will not be enforceable. No Client contracts, purchase orders, work orders, or similar documents, regardless of when dated, will modify this Agreement. All changes to this Agreement will only be binding on a party if approved in writing by an authorized representative of that party.

Client: CITY OF TUKWILA FOR TUKWILA MUNICIPAL COURT

(LK) By: _____

Name: ALLAN EKBERG

Title: MAYOR

~~Securitas~~ Security Services USA, Inc.

By:  11/01/2022

Name: Richard Godfrey

Title: ARea Vice President

CLIENT'S ATTENTION IS DIRECTED TO SECTION 5 – LIABILITY LIMITATION; INDEMNIFICATION



INFORMATIONAL MEMORANDUM

TO: **Public Safety Committee**

FROM: **Eric Drever, Chief of Police**

CC: **Mayor Ekberg**

DATE: **November 28, 2022**

SUBJECT: **Automated Safety Camera in Park Zone Proposal**

ISSUE

Proposal to the City Administration and CSS regarding Automated Safety Cameras in Park Zones.

BACKGROUND

Speed Zone Cameras were installed in the school Zone in the 4440 block of S.144th Street. The cameras were effective in reducing the number of speeding violations in School Zones, and increased safety in the area.

New legislation: Effective July 1, 2022, **Sec. 423 of ESSB 5974** authorizes cities to use a limited number of automated traffic safety cameras to detect speed violations on any roadway identified in a school walk area, public park speed zone, or hospital speed zone.

DISCUSSION

As discussed with Council at the CSS on 9/12/2022, a three-day study was conducted by Novoa Global between hours 6AM - 8:30PM, which coincides with the dawn to dusk park usage. This would, of course, shorten over Winter months.

The study shows that there is a need for speed reduction in the areas of streets adjacent to public parks. (See attached). Five parks were selected for the study. These parks and the total violations of over 6 mph past the speed limit, over the three- day period are as follows:

Tukwila Community Center:4,421
Codiga Park: 7,758
Duwamish Gardens Park: 4,048
Macadam Winter Garden: 1762 (two-day study)
And Duwamish Park: 2,353 (two-day study)

(see attached study for breakdown of numbers between 6-10 MPH, and 11+MPH over the speed limit.)

Novoa Global reports that one-third to one half of the speed violations near Codiga Park are commercial semi-trucks. This fact poses a particular danger to the Allentown

community and has an impact on safety around the Tukwila Community Center because of its proximity to Codiga Park.

FINANCIAL IMPACT

Cost for PD Processing

Tukwila City Council has approved one full time traffic officer 2022 estimated salary and benefits of \$143,435.00 to manage processing of infractions. This position is currently not filled, as the Department is capable of absorbing the added workload using current staffing. If there is a need to add the position as the number of automated cameras increase in the city, the cost of the position will be covered by the revenue of the cameras.

Cost for processing for Courts

Staff are already in place to process school zone violations. Current staff would be sufficient to process the added park zone violations.

Fees from Novoa Global

Pricing for the Novoa Global School Speed Zone Camera System is as follows \$2,999.25 per camera system, per month. There would be a need for two camera systems per location for a monthly total of \$5,998.50 per month, for each location selected for camera installation.

Fees to Washinton State

50% of the noninterest fines (after deducting administrative costs) must be remitted to a state active transportation safety account. (This only applies to the new authorization and does not apply to red light cameras, railroad crossing cameras, or school speed zone cameras.)

Revenue

Net revenue to the city from the cameras at Codiga Park for violations over 11 mph, is estimated to be \$136,195.20 annually. The revenues generated from Automated Safety Cameras in School Zones currently cover the cost of the school zone camera system and the additional FTEs approved by council. Any additional net revenue would be in addition to revenues gained from school speed zone cameras. Revenues will be spent based on recommendations from Council.

RECOMMENDATION

PD staff recommends that the Tukwila City Council authorizes the installation of two cameras to cover the roadway adjacent to Codiga Park.

ATTACHMENTS

Statistics for Codiga Park

MSRC Automated Safety Cameras

City of Tukwila
Park Speed Studies
~ NovoaGlobal

Codiga Park

Jul 31 (Sunday)

Veh's 6+ MPH over the limit = 586

Veh's 11+ MPH over the limit = 1,548

Total = 2,134

Aug 1 (Monday)

Veh's 6+ MPH over the limit = 1,274

Veh's 11+ MPH over the limit = 1,747

Total = 3,021

Aug 2 (Tuesday)

Veh's 6+ MPH over the limit = 1,227

Veh's 11+ MPH over the limit = 1,962

Total = 3,189

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MRSC - Automated Traffic Safety Cameras

[Court Decisions](#)

[Examples of Local Traffic Safety Camera Programs](#)

[Recommended Resources](#)

Overview

[RCW 46.63.170](#) authorizes cities and counties in Washington State to use automated traffic safety cameras in limited situations. The cameras may only be used to detect stoplight violations (red light cameras), railroad crossing violations, and/or school zone speed violations.

The cameras may only be placed in the following locations:

- Intersections of two or more arterials with traffic control signals that have yellow change interval durations in accordance with [RCW 47.36.022](#), whose intervals may not be reduced after placement of the camera;
- Railroad crossings; and
- School speed zones.

(The legislature has also periodically authorized additional, and very limited, pilot projects in specific jurisdictions.)

The cameras may only take pictures of the vehicle and the vehicle's license plate and only while the infraction is occurring; the photos must not reveal the face of the driver or passengers, and cities and counties must consider installing the cameras in a manner that minimizes the impact of the camera flash on drivers.

Automated traffic infractions are processed in the same manner as parking infractions. The statute lays out additional procedural requirements, including signage, public records considerations, and notices of infractions.

The compensation paid to the camera vendor or manufacturer must be based on the value of the equipment and services provided or rendered in support of the system and may not be based on the fines, penalties, or revenues, generated by the equipment.

Analysis and Reporting Requirements

The local legislative body must prepare an analysis of the locations where the automated cameras are proposed prior to enacting the initial ordinance. Once the initial

[https://mrsc.org/...ement.aspx#:~:text=New%20legislation%3A%20Effective%20July%201,zone%2C%20or%20hospital%20speed%20zone.\[9/1/2022 11:32:32 AM\]](https://mrsc.org/...ement.aspx#:~:text=New%20legislation%3A%20Effective%20July%201,zone%2C%20or%20hospital%20speed%20zone.[9/1/2022 11:32:32 AM])

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cameras are installed, the jurisdiction must conduct an additional analysis before adding any new cameras or relocating existing cameras.

All camera locations must be clearly marked at least 30 days before the camera is activated. Some jurisdictions have also imposed temporary grace periods after the cameras are activated to educate drivers without ticketing them.

Cities and counties using automated cameras must post an annual report on their websites showing:

- The number of traffic accidents that occurred at each camera location;
- The number of notices of infraction issued for each camera; and
- Any other relevant information that the city or county deems appropriate.

Records Management

Photographs, electronic images, or any other personally identifying data from automated traffic safety cameras are for the exclusive use of law enforcement and are prohibited from release to the public under [RCW 46.63.170\(1\)\(g\)](#). For information on the retention of automated traffic safety camera footage, see our page [Retention Requirements for Law Enforcement Records](#).

Court Decisions

Below are selected court decisions pertaining to automated traffic safety cameras, and specifically whether or not the use or authorization of such cameras is subject to initiative or referendum.

- [City of Longview v. Wallin](#), 174 Wn. App. 763 (4/30/2013) – Longview adopted an ordinance providing for the placement of automated traffic safety cameras. An initiative was filed to reverse the action. Ultimately the initiative process was stopped after the Supreme Court concluded in [Mukilteo Citizens for Simple Government v. City of Mukilteo](#), 174 Wn.2d 41 (2012) that the decision to provide for such cameras was not subject to initiative. Wallin appealed, arguing a variety of issues, including challenges to the city's standing, ripeness, Freedom of Speech, etc. The court, on appeal, denied Wallin's efforts, affirming the lower court's decision.
- [Eyman v. McGehee](#), 173 Wn. App. 684 (2/19/2013) – After the City of Redmond provided for automatic traffic safety cameras, an initiative was filed with the city clerk seeking an initiative on such cameras. Since the supreme court had determined that initiatives on such issues was beyond the scope of the initiative power, the city clerk

[https://mrsc.org/...ement.aspx#:~:text=New%20legislation%3A%20Effective%20July%201,zone%2C%20or%20hospital%20speed%20zone.\[9/1/2022 11:32:32 AM\]](https://mrsc.org/...ement.aspx#:~:text=New%20legislation%3A%20Effective%20July%201,zone%2C%20or%20hospital%20speed%20zone.[9/1/2022 11:32:32 AM])

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- **U.S. Federal Highway Administration: Signalized Intersection Safety** – Includes data and information regarding red-light running and cameras
- **Insurance Institute for Highway Safety: Red Light Running** – Information about red light cameras, including how to maintain public support
- **National Conference of State Legislatures: Automated Enforcement Overview** – Information about traffic safety trends and state legislation
- **Texas Transportation Institute: Speed Cameras: An Effectiveness and a Policy Review**, by David K. Willis (2006) – Concludes that speeding enhances crash risk and severity and that speed cameras reduce both speeding and crash severity. Implementation issues, however, are highly problematic, and a poorly implemented automated speed enforcement program can easily undermine public support.

Last Modified: June 09, 2022

Sample Documents

[Budgets](#)
[Contracts/Agreements](#)
[Fee/Rate Schedules](#)
[Forms](#)
[Franchises](#)
[Job Descriptions](#)
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Related Services

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zones

- [Moses Lake Municipal Code Ch. 10.48](#) – Red lights, railroad crossings, and school zones
- [Pierce County Code Ch. 10.42](#) – Red lights only
- [Spokane Municipal Code Ch. 16A.64](#) – Red lights and school zones. Includes sunset date; city has been using 5-year reauthorizations.
- [Tukwila Ordinance No. 2612 \(2019\)](#) – School zones only; includes analysis of proposed intersections, implementation timeline, FAQs, and information materials distributed to school district staff, students, and parents
- [Wenatchee Municipal Code Ch. 8.06](#) – Red lights and school zones

Websites/Annual Reports

- [Fife Safety Camera Enforcement](#) – Includes reasons for installation, annual reports, FAQs, and information on how revenues will be spent
- [Issaquah Camera/Photo Enforcement](#) – Annual report and information on how to respond to a citation
- [Lake Forest Park Photo Enforcement Program](#) – FAQs and annual reports
- [Kent Photo Enforcement Program](#)
- [Moses Lake Redflex Camera Tickets](#) – Includes FAQs and annual report
- [Renton Photo Enforcement FAQs](#)
- [Seattle:](#)
 - [Red Light Cameras](#)
 - [School Zone Speed Cameras](#)
- [Spokane Photo-Red & Photo-Speed Traffic Safety Programs](#) – Includes FAQs, annual reports, and videos
- [Wenatchee Automated Traffic Safety Program](#) – FAQs and annual report

Requests for Proposals

- [Fife School Zone Speed Cameras RFP \(2019\)](#)

Recommended Resources

Below are some useful resources that provide additional information about automated traffic cameras.

[https://mrsc.org/...ement.aspx#:~:text=New%20legislation%3A%20Eeffective%20July%201,zone%2C%20or%20hospital%20speed%20zone.\[9/1/2022 11:32:32 AM\]](https://mrsc.org/...ement.aspx#:~:text=New%20legislation%3A%20Eeffective%20July%201,zone%2C%20or%20hospital%20speed%20zone.[9/1/2022 11:32:32 AM])

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[Recommended Resources](#)

Overview

[RCW 46.63.170](#) authorizes cities and counties in Washington State to use automated traffic safety cameras in limited situations. The cameras may only be used to detect stoplight violations (red light cameras), railroad crossing violations, and/or school zone speed violations.

The cameras may only be placed in the following locations:

- Intersections of two or more arterials with traffic control signals that have yellow change interval durations in accordance with [RCW 47.36.022](#), whose intervals may not be reduced after placement of the camera;
- Railroad crossings; and
- School speed zones.

(The legislature has also periodically authorized additional, and very limited, pilot projects in specific jurisdictions.)

The cameras may only take pictures of the vehicle and the vehicle's license plate and only while the infraction is occurring; the photos must not reveal the face of the driver or passengers, and cities and counties must consider installing the cameras in a manner that minimizes the impact of the camera flash on drivers.

Automated traffic infractions are processed in the same manner as parking infractions. The statute lays out additional procedural requirements, including signage, public records considerations, and notices of infractions.

The compensation paid to the camera vendor or manufacturer must be based on the value of the equipment and services provided or rendered in support of the system and may not be based on the fines, penalties, or revenues, generated by the equipment.

Analysis and Reporting Requirements

The local legislative body must prepare an analysis of the locations where the automated cameras are proposed prior to enacting the initial ordinance. Once the initial

[https://mrsc.org/...ement.aspx#:~:text=New%20legislation%3A%20Effective%20July%201,zone%2C%20or%20hospital%20speed%20zone.\[9/1/2022 11:32:32 AM\]](https://mrsc.org/...ement.aspx#:~:text=New%20legislation%3A%20Effective%20July%201,zone%2C%20or%20hospital%20speed%20zone.[9/1/2022 11:32:32 AM])

DRAFT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, AMENDING ORDINANCE NO. 2612, AS CODIFIED AT TUKWILA MUNICIPAL CODE (TMC) CHAPTER 9.53, "AUTOMATED TRAFFIC SAFETY CAMERAS IN SCHOOL ZONES," TO RETITLE TMC CHAPTER 9.53 AS "AUTOMATED TRAFFIC SAFETY CAMERAS," AND ALLOW AUTOMATED TRAFFIC SAFETY CAMERAS IN OTHER GEOGRAPHIC LOCATIONS; UPDATING THE USE OF AUTOMATED TRAFFIC SAFETY CAMERA STANDARDS RELATED THERETO; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 2612, the City Council authorized the placement and use of automated traffic safety cameras to detect speeding in school zones and codified standards and regulations related thereto; and

WHEREAS, the Washington State Legislature recently adopted Engrossed Substitute Senate Bill 5974, which amends Chapter 46.63 RCW and authorizes cities to use automated traffic safety cameras to detect speed violations on any roadway identified in a school walk area, public park speed zone, or hospital speed zone, subject to some limitations; and

WHEREAS, the City of Tukwila desires to improve traffic safety and pedestrian safety throughout the City with emphasis on public parks as well as school speed zones; and

WHEREAS, in accordance with RCW 46.63.170(1)(a), the City has prepared an analysis of the locations where automated traffic safety cameras are proposed to be located in city park zones;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Chapter Title. Ordinance No. 2612 §1, as codified at TMC Chapter 9.53, is hereby amended to read as follows:

CHAPTER 9.53
AUTOMATED TRAFFIC SAFETY CAMERAS ~~IN SCHOOL ZONES~~

Sections:

- 9.53.010 Automated traffic safety cameras – Detection of violations – Restrictions
- 9.53.020 Notice of infraction
- 9.53.030 Prima facie presumption
- 9.53.040 Infractions processed
- 9.53.050 Fine
- 9.53.060 Nonexclusive enforcement

Section 2. TMC Section 9.53.010 Amended. Ordinance No. 2612 §2, as codified at Tukwila Municipal Code Section 9.53.010, “Automated Traffic Safety Cameras – Detection of Violations – Restrictions,” is hereby amended to read as follows:

9.53.010 Automated traffic safety cameras – Detection of violations – Restrictions

A. City law enforcement officers and persons commissioned by the Tukwila Police Chief are authorized to use automated traffic safety cameras and related automated systems to detect and record the image of vehicles engaged in ~~school speed zone violations~~ violations in school speed zones and public park speed zones, as defined by RCW 46.63.170(B)(ii)(A); provided, however, pictures of the vehicle and the vehicle license plate may be taken only while an infraction is occurring, and the picture shall not reveal the face of the driver or of any passengers in the vehicle.

B. Each location where an automated traffic safety camera is used shall be clearly marked by signs placed in locations that clearly indicate to a driver that the driver is entering a zone where traffic laws are enforced by an automated traffic safety camera.

C. “Automated traffic safety camera” means a device that uses a vehicle sensor installed to work in conjunction with an intersection traffic control system or a speed measuring device, and a camera synchronized to automatically record one or more sequenced photographs, microphotographs or electronic images of the rear of a motor vehicle at the time the vehicle exceeds a speed limit in a school zone or city public park zone as detected by a speed measuring device.

Section 3. TMC Section 9.53.030 Amended. Ordinance No. 2612 §4, as codified at Tukwila Municipal Code Section 9.53.030, “Prima Facie Presumption,” is hereby amended to read as follows:

9.53.030 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 traffic infraction was involved in a school speed zone violation

or city public park zone speed violation, 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, under oath, states 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.

Section 4. Corrections by City Clerk or Code Reviser Authorized. 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 5. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 6. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Special Meeting thereof this _____ day of _____, 2022.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Published: _____

Effective Date: _____

Ordinance Number: _____

Office of the City Attorney



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety Committee

FROM: Eric Drever, Chief of Police

BY: Jake Berry, Public Safety Budget Analyst

CC: Mayor Ekberg

DATE: December 5th, 2022

SUBJECT: Officer Wellness Grant

ISSUE

The Police Department has been awarded a no-match grant to fund officer visits with a clinical psychologist. The goal of this program is to promote law enforcement mental health and wellness.

BACKGROUND

Good mental and psychological health is as essential as good physical health for law enforcement officers to be effective in keeping our communities safe from crime and violence. Our officers face the stress that we all experience in our day-to-day lives. However, these officers leave their families each day to help share the burdens those in our community carry. With alarming frequency, our officers witness horrible human trauma and endure elevated levels of stress that most never attain.

By providing a safe and confidential time for officers to speak with a clinical psychologist, we hope that officers will be able to unburden themselves and prevent the ugly ways that sustained trauma and stress can manifest themselves. This will benefit not just the officers but also their families, colleagues, and the public with whom they interact.

DISCUSSION

This no-match grant, administered by the Washington State Criminal Justice Training Commission (CJTC), starts the day the agreement is signed and concludes on June 30th, 2023. The agreement provides each officer with the voluntary opportunity for one two-hour visit with a clinical psychologist based in Lynwood, WA with extensive experience in police psychology and in working with members of law enforcement.

FINANCIAL IMPACT

The grant fully reimburses the Department for these visits, up to a maximum of \$50,000. The Department will work with Finance to submit an invoice in March 2023 that includes expenses for December '22, January '23, and February '23. Another invoice will be submitted in July 2023 to reimburse the Department for expenses incurred by the program for the 2023 months of March, April, May, and June.

RECOMMENDATION

The Committee is being asked to review the attached grant agreement and forward a recommendation to the December 12th 2022 Committee of the Whole meeting and subsequent Special Meeting that same evening.

ATTACHMENTS

CJTC Wellness Dr Visit Grant Agreement (as reviewed and approved by Tukwila City Attorney)

Washington State Criminal Justice Training Commission		WSCJTC Contract No. IA23-037	
		Program Index 529	
This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below, and is governed by Department of Enterprise Services Procurement Policies: http://des.wa.gov/about/pi/ProcurementReform/Pages/Policies.aspx			
Contractor Name: City of Tukwila Police Department		Contractor Address 15005 International Blvd. Tukwila, WA 98188	
Federal Tax ID Number (FEIN), required before doing business with State of WA 91-6001519		Unified Business Identifier (UBI) required before doing business with State of WA	
Contractor Telephone Contact: Phil Glover, 206-431-3893		Contractor E-Mail p.glover@tukwilaWA.gov	
Fax			
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Susan Rogel. Grants and Outreach Manager			
Telephone 206-939-8437	Fax	E-mail Address Susan.rogel@cjtc.wa.gov	
Contract Start Date	Contract End Date June 30, 2023	Contract Maximum Amount \$50,000	
Subcontracting Authorized? Y/N Y	Travel Expenses Authorized? Y/N Y		
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Program Manager Susan Rogel <i>Susan Rogel</i>		Contractor Business Name (if applicable)	
Date 11/7/2022			
Department Manager Edward Wade <i>Edward Wade</i>		Date	
Date 11/7/2022			
Executive Director Monica Alexander <i>Monica Alexander</i>		Contractor signature	
Date 11/10/2022			
WSCJTC Contract Specialist Holly White		Print Contractor Name & Title Eric Drever, Chief of Police e.drever@tukwilawa.gov	
Date			

Statement of Work.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform.

Contract reporting and Invoice dates:

1. Due by March 15, 2023. Outcome Report for the months of November 2022, December 2022, January 2023, and February 2023. A report with updates towards outcomes and data. A19 Invoice and back up documentation needs to accompany this report.

2. Due by July 10, 2023. Outcome report for months March, April, May, and June 2023. A19 Invoice and back up documentation needs to accompany this report. In addition, a final report summary that covers the length of the contract and how the services met or did not meet your needs is required.

Outcome Expectations:

1. One time a year police officer wellness meeting. (2-hr. visit) with Dr. Vabliais and her team.

- **Number of employees who participate.**
- **Complete department wide survey and report on findings.**

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter into this Contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Fees and limitations.. At any time, WSCJTC may direct the Contractor to suspend work on the contract, pay the Contractor for hours expended before the suspension, and no further payments are due until WSCJTC directs the work to resume. If expenses are allowed, they are charged against the Contract Maximum Amount above. Travel expenses, if authorized, shall never include Contractor's regular commute from home to the work site.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Industrial Insurance Coverage. WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a "non-employee covered worker" and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor's proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this Contract.

Indemnity. Contractor agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Independent Capacity. The parties mutually confirm that the Contractor is an independent contractor, and not an employee or agent of the WSCJTC or the State of Washington. The Contractor shall not claim to be nor portray itself as an employee or agent of WSCJTC or the State of Washington.

Rights in Data. Material created from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

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

SAFETY and Conduct. While on WSCJTC's premises, the Contractor shall obey all physical, fire or other security regulations communicated to the Contractor by WSCJTC. The Contractor - and its subcontractors and employees if authorized above - shall, during the performance of this contract:

- maintain a professional appearance, grooming and hygiene,
- not engage in conduct which impedes effective training, and
- not possess or come to work under the influence of alcohol or drugs which impair safety and performance, whether legal or illegal.

Operations. To protect the health and safety of the staff and students of the WSCJTC, *contract instructors* are required to submit to infectious disease testing when directed to do so by the WSCJTC. Contractors must report the results to WSCJTC's confidential appointee. *Contract instructors* agree to follow the health and safety protocols put in place by the agency pre and post-test. Should contract instructors not wish to follow operational directives, they will be *immediately* released from their contractual obligation.

Health and Safety. To protect the health and integrity of the organization, *contract instructors* understand that WSCJTC maintains control over its operations and agrees to submit to directions and protocols put in place in order to carry out its mission. Should *contract instructors* not wish to follow operational directives, they will be *immediately* released from their contractual obligation.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.



INFORMATIONAL MEMORANDUM

TO: **CSS**

FROM: **Eric Drever, Chief of Police**

CC: **Mayor Ekberg**

DATE: **12/02/2022, 2022**

SUBJECT: **School Speed Zone Camera Update**

ISSUE

An update to the City Administration and CSS Regarding School Zone Cameras.

BACKGROUND

Speed Zone Cameras were installed in the school Zone in the 4440 block of S.144th Street. The cameras were operational on September 1, 2021.

DISCUSSION

The Speed Zone Cameras are operational 1.5 hours in the morning and 2 hours in the afternoon, based on the Tukwila School District schedule. During these times the yellow flashing lights on the signage are activated to inform the public that the system is operational.

See Attachment below for the number of Infractions/Cases that were issued between September and October 2022.

Additional Automated Safety Cameras in School Zones will be installed in the 15000 block of 42nd Ave South, and the 14000 block of 42nd Av S. Construction on those sites will begin in 2023.

There have been some setbacks with the current camera system on South 144th street with the contractor and Seattle City Light. Those issues are currently being resolved.

FINANCIAL IMPACT

Revenue

In September and October there were 649 tickets issued for an amount ordered of \$97,685.00. Of that \$47,635 was paid, \$48,040.00 is still outstanding. The remaining \$2,010.00 was adjusted by the courts.

Cost for PD Processing

Cost for PD processing is per Novoa Global/Tukwila City Council approval of one full time traffic officer 2022 estimated salary and benefits of \$143,435.00 currently the approved position has not been needed and the Traffic Unit has been able to absorb the processing of the citations.

Cost for processing for Courts

2.25 FTEs from mid-December 2021 to February 2022 salary and benefits is \$41,857.00.

Fees from Novoa Global

Pricing for the Novoa Global School Speed Zone Camera System is as follows \$2,999.25 per camera system, per month, currently we have two camera systems for a monthly total of \$5,998.50 per month.

CONCLUSION

The School Zone Speed Cameras have been successful in reducing speed in school zones near Foster High School and Showalter Middle School.

The success of reducing speeders in the current camera school zones, suggests that expanding the systems to west side of Foster High school on 42nd Ave S and the west side of Thorndyke Elementary on 42nd Ave S., as is already approved by council will increase safety and provide revenue to the city. The revenues generated from this program currently cover the cost of the system and the additional FTEs approved by council.

The council will also be voting on the proposal for an Automated Safety Camera in the area of Codiga Park at the next COW. This area was chosen because of a large number of speeding violations in that area according to a Novoa Global 3 day speed study.

ATTACHMENTS

September-October 2022 School Zone Court Report (Chart).

