

#3

Review of
November 6th
Minutes



Special Public Safety and Justice Virtual Council Committee Meeting Minutes

Thursday, November 6, 2025
6:00 PM
Council Chambers Virtual

Members:	Present:	Excused:	Unexcused:	Commence:	6:00PM
				Adjourn:	8:00PM
Joe Vinson, Chair	X				
Senayet Negusse	X				
Peter Kwon	X				

Staff Coordinator: Captain Gabriel Morris & Chief Troy Smithmeyer
Other Staff Present: Jonathan Young, Cindy Corsilles (remote), Ha Dao (remote), MPO Chapman, PCO Varang

1. Call to Order	Chair Joe Vinson called the meeting to order at 6:00PM
2. Public Comment	There were no public comments.
3. Review of 10/2/25 Minutes	<u>X</u> Approved The 10/2/2025 meeting minutes were approved as written.
4. Parking Ecosystem and Enforcement	<u>X</u> Discussion Captain Gabriel Morris gave a presentation regarding the parking ecosystem and parking enforcement program in the City of SeaTac. Captain Morris gave an overview of Parking Enforcement and Traffic/Motor Deputies staffing as well as the purpose of traffic deputies assisting with parking enforcement. Parking statutes were discussed, including the following codes: SMC: 9.05.110a, 9.05.011, SMC: 9.50.080, SMC: 9.05.090, SMC: 9.05.050, SMC: 9.05.065. One of the most prominent issues parking enforcement handles is vehicle impounds – mostly due to blocking fire lanes, vehicle registration/tabs over 45 days, and abandoned vehicles. Statistically, approximately 75%-80% of parking citations are paid on time, and 20%-25% are forwarded to collections. Parking enforcement staffing currently consists of 2 Parking Enforcement Officers (employed by the City of SeaTac) who work 10-hour shifts. Scheduling allows for 7-day coverage for parking enforcement. Captain Morris mentioned how SeaTac currently has 2 Traffic Deputies: their schedule covering peak

	<p>traffic timeframes. He mentioned that SeaTac could benefit from an additional 1-2 Traffic Deputies.</p> <p>Questions and discussion occurred regarding ticketing and towing due to expired tabs, the issues surrounding rideshares, Ubers, and taxis parking in residential areas/permit zones, as well as the potential for Parking Compliance Officers being able to authorize tows. It was agreed on that more data is needed and that other city ordinances would be looked at.</p> <p>Discussion / Questions followed.</p>
5. Pursuit Related Incidents	<p><u>X</u> Discussion</p> <p>Police Chief Smithmeyer addressed pursuit-related incidents and statistics, both within the City of SeaTac, as well as other King County cities. There have been 25 pursuits within SeaTac alone. Chief Smithmeyer talked about the issues the department faces when deciding if, when, and how to pursue a vehicle and the circumstances surrounding those decisions and what this looks like from a law enforcement standpoint.</p> <p>Discussion occurred surrounding potential pursuit policy change to reduce risk to residents and property in regard to pursuits.</p> <p>Discussion / Questions followed.</p>
6. FLOCK/ALPR	<p>Police Chief Smithmeyer discussed FLOCK/ALPR cameras – their data, FLOCK access, and Police alignment. Access has been incredibly limited for outside agencies accessing FLOCK. Currently, within SeaTac PD, only 4 people have access (Chief Smithmeyer, 2 captains, and 1 sergeant). Chief Smithmeyer stressed the importance of security and ensuring that there is no access granted to outside agencies. Councilmember Kwon explained some background on FLOCK and how it's a huge benefit to the city, but stressed the importance of educating SeaTac residents on the benefits of the FLOCK system and its uses, as well as stressing that FLOCK is not being used by any outside agency to ensure residents' peace of mind. Chief Smithmeyer spoke on the importance of the FLOCK system and how it benefits the City of SeaTac by greatly reducing crime and protecting its citizens – he also mentioned that the more the public knows about FLOCK, the better.</p> <p>Discussion followed regarding getting a FLOCK audit schedule and potentially developing an MOU (Memorandum of Understanding) between King County cities to ensure that FLOCK is not accessed by any outside agencies to further protect the citizens of King County.</p> <p>Discussion / Questions followed.</p>
	<p><i>Next meeting TBD, at 6:00PM.</i></p> <p><i>Potential topics TBD.</i></p>
7. Adjourn	<p>The meeting was adjourned at 8PM by Councilmember Vinson.</p>

#4

Title 10 Code
Compliance
Update



MEMORANDUM COMMUNITY & ECONOMIC DEVELOPMENT

Date: 1/8/2026
To: Public Safety & Justice (PS&J) Committee
From: Evan Maxim, Community and Economic Development Director
Subject: Code Compliance Ordinance (Draft Title 10)

Summary

Staff has prepared an update to the City's Code Compliance regulations, currently contained in Chapter 1.15 of the SeaTac Municipal Code (SMC). The proposed draft update to the regulations is intended to clarify, streamline, and improve the City's code compliance program.

Staff are seeking a recommendation from the PS&J Committee for adoption on the consent agenda at a Regular Council Meeting in 2026. Earlier in October of 2025, staff provided a briefing to the PS&J Committee and staff have incorporated committee members' feedback into the revised draft.

Background / Analysis

The existing code compliance regulations are primarily contained in [Chapter 1.15 SMC](#), with additional code compliance language contained in more than 15 sections of the SeaTac Municipal Code. The existing code compliance regulations have been amended several times by the City of SeaTac, and as a result are now difficult to read, contain contradictory language, and do not support a clear, effective, and efficient code compliance program.

The draft code compliance regulations are intended to achieve the following goals:

1. Consolidate the administrative language into a single location (Title 10);
2. Establish a clear purpose and intent for the code compliance program;
3. Establish a standard approach to all code compliance cases;
4. Authorize the City to maintain an appropriate balance between obtaining compliance with the City's adopted regulations and working with members of the community in unique circumstances;
5. Prioritize resolving code violations based upon the expected impact to the community (e.g. safety, environmental, other community impacts);
6. Distinguish between code violations that are related to commercial and non-commercial activity; and
7. Authorize the use of different tools and methodologies necessary to result in code compliance.

Budget Significance

None.

PS&J Committee Direction

Staff is seeking a recommendation from the PS&J Committee for adoption of the ordinance at a future Regular Council Meeting on the consent agenda.

Packet Materials

- This memo
- Draft Ordinance and Title 10
- PowerPoint

Title 10 Code Compliance

Chapter 10.05 CODE COMPLIANCE PROCEDURES

10.05.010 PURPOSE & INTENT

1. The purpose of this title is to secure compliance with adopted city laws and regulations and other state regulations to promote and protect the general public health, safety, and environment of city residents. Additionally, this title establishes the process and mechanism to resolve violations of adopted laws, provides an opportunity for an appeal of determinations of violations and prompt hearings and decisions on any such appeals, establishes civil penalties for violations, and provides for the collection of said penalties.

2. This title intends to place the obligation for code compliance on the person responsible for a violation and does not impose any duty upon the city or any of its officers, officials, or employees, which would subject them to damages in a civil action.

10.05.020 DEFINITIONS.

The words and phrases designated in this section shall be defined for this title as follows:

A. "Abate" means to take whatever steps are deemed necessary to cure a violation, to return a property to the condition in which it existed before a civil code violation occurred, or to assure that the property complies with applicable code requirements. Abatement may include, but is not limited to, rehabilitation, demolition, removal, replacement, or repair.

B. "Control" means the ability to dominate, govern, manage, own, and regulate a premises or the conduct that occurs in or on a premises.

C. "De minimis" means a civil code violation with a very low impact and poses little or no risk to the health, safety, and welfare of the public to the environment.

D. "Director" means the Community and Economic Development Department Director or designee.

E. "Environmental harm" means the individual or cumulative negative environmental impacts and risks to communities as defined in RCW 70A.02.010.

F. "Hearing examiner" means a person holding the Office of Hearing Examiner as provided in Chapter 1.20 SMC.

G. "Incidental Expenses" means personnel costs, both direct and indirect, attorney's fees, costs incurred in documenting the violation, hauling, storage and disposal expenses, restoration costs, and actual expenses and costs of the city in preparing notices, specifications, and contracts, and in accomplishing and/or contracting and inspecting the work and the costs of any required printing and mailing, and other expenses allowed by law.

H. "Permit" means any form of certificate, approval, registration, license, conditions of approval, easements, use limitations shown on the face of an approved final plat map, or any other written permission issued by the City of SeaTac.

I. "Person" means any individual, association, partnership, corporation, or legal entity, public or private, and the agents and assigns of the individual, association, partnership, corporation, or legal entity.

J. "Person responsible for code compliance" or "Person responsible for the violation" means any of the following: the person doing the work; a person as defined under this title who has ownership or legal control of the property or structure that is subject to the city code or regulation; an occupant or other person in control of the property or structure that is subject to the city code or regulation; a developer, builder, business operator, or owner who is developing, building, or operating a business on the property or in a structure that is subject to the city code or regulation; or any person who commits any act or omission which is a violation or causes or permits a violation of the city code to occur or remain upon property in the city, and includes but is not limited to the owner(s), the lessor(s), the tenant(s), or other person(s) entitled to control, use and/or occupy property where a violation occurs.

K. "Regulation" means and includes any of the following, as now enacted or hereafter amended: all SeaTac Municipal Code provisions; all statutes, standards, rules, and procedures adopted by the city that are referenced in this title; and the terms and conditions of any license, permit or approval issued by the city.

L. "Violation " means and includes one or more of the following:

1. Any act or omission contrary to any ordinance or regulation of the City of SeaTac that regulates or protects public health, the environment, or the use and development of land or water, whether or not the ordinance, resolution, or regulation is codified; or,

2. Any act or omission contrary to the conditions of any permit, notice and order, voluntary correction agreement, or stop work order issued under any such ordinance, resolution, regulation, or public rule; or,

3. A Notice and Order or a Stop Work Order has been issued and not timely appealed; or,

4. A Voluntary Correction Agreement has been entered into but not complied with; or,

5. A final determination by the hearing examiner that a violation has occurred, which has not been stayed or reversed on appeal.

M. "Violation, Commercial" means violations that result from or are related to business activity or operations.

N. "Violation, Non-commercial" means violations that are not the result of or related to a business activity or operations.

O. "Violation, repeat" means, as evidenced by the issuance of a Notice and Order, a Voluntary Correction Agreement, or a Stop Work Order, or a subsequent violation that has occurred on the same property or that has been committed by a person responsible for the prior violation elsewhere within the City of SeaTac. The violation need not be the same as the prior violation to constitute a repeat violation. The

violation of a written order of the hearing examiner that has been served as provided in this title shall also constitute a repeat violation.

P. "Voluntary Correction Agreement" means a legally binding agreement between a person responsible for code compliance and the City of SeaTac where the person responsible for code compliance agrees to do any combination of actions necessary to correct the code violation, remediate the violation, and / or mitigate the impact of the violation

10.05.030 DECLARATION OF PUBLIC NUISANCE

A. All code violations are determined to be detrimental to public health, safety, welfare, and environment and are declared to be public nuisances. All conditions determined to be code violations may be subject to and enforced under the provisions of this title, except where specially excluded by law or regulation.

10.05.040 RIGHT OF ENTRY

Whenever necessary to inspect to enforce any provision of the city code, or whenever there is reasonable cause to believe that there exists a violation of the code in any building or upon any premises within the jurisdiction of the city, the director, upon presentation of proper credentials, may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon him by the code. The director may make examinations, surveys, and studies necessary to perform his or her duties. These may include, but are not limited to, the taking of photographs, digital images, videotapes, video images, audio recordings, samples, or other physical evidence. Except in emergencies, the director shall first give the owner and/or occupant, if either can be located after reasonable effort, reasonable notice of the director's intention to inspect. If the owner and/or occupant refuses entry, the director is empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

10.05.050 ENFORCEMENT AUTHORITY AND ADMINISTRATION

A. To discourage public nuisances, make efficient use of public resources, and otherwise promote compliance with applicable code provisions, a director may, in response to field observations or reliable complaints, determine that civil code violations have occurred or are occurring and may:

1. Enter into voluntary correction agreements with the persons responsible for the violation or the persons responsible for compliance, and issue notices of noncompliance if the persons responsible for the violation or the persons responsible for compliance fail to comply with the terms of the voluntary correction agreement;

2. Issue notice and orders, assess civil penalties and fines, and recover costs;

3. Order abatement via a notice of intent to abate, and if abatement is not completed promptly by the person responsible for code compliance, undertake the abatement, charge and collect the reasonable costs of such work;

4. Order work stopped at a site using a stop work order, and if such order is not complied with, assess civil penalties and take further actions;

5. Suspend or revoke any business license previously issued by the City;

6. Suspend, revoke, or modify any permit previously issued by a director or deny a permit application; and

7. For *de minimis* violations, decide not to take enforcement action.

B. The procedures outlined in this title are not exclusive. These procedures shall not limit or restrict the city from remedying or abating civil code violations in any other manner authorized by law.

C. In addition to, or as an alternative to, utilizing the procedures outlined in this title, the director may assess and recover civil penalties accrued under this title through a collection agency or a legal action filed in King County Superior Court, including placement and foreclosure of liens.

D. The provisions of this title shall in no way adversely affect the rights of the owner, lessee, or occupant of any property to recover all costs and expenses incurred and required by this title from any person causing such violation separately.

E. In administering the provisions for code enforcement, the director shall have the authority to waive any one or more such provisions to avoid substantial injustice by application thereof to the acts or omissions of a public or private entity or individual, or acts or omissions on public or private property including, for example, property belonging to public or private utilities, where no apparent benefit has accrued to such entity or individual from a code violation and any necessary remediation is being promptly provided. Substantial injustice shall not be based on economic hardship for purposes of this provision.

F. The city's administration of the municipal code does not create a substantive basis for an appeal of an alleged violation.

10.05.060 PRIORITIES FOR RESPONSES TO COMPLAINTS

A. The priorities outlined in this section are not jurisdictional, and failure to meet them in any particular case shall not affect the city's authority to enforce city code provisions. The following guidelines set forth priorities for responding to code compliance complaints:

B. High priority violations needing an urgent response, including cases in which:

1. There is actual bodily harm, damage to public resources or facilities, damage to real or personal property, public health exposure, or environmental harm; or,

2. The sites or persons responsible for code compliance have a history of prior high or moderate-priority violations.

C. Moderate priority violations needing a prompt response, including cases in which:

1. There is a risk of bodily harm, damage to public resources or facilities, damage to real or personal property, or environmental harm; or,

2. The subject sites or persons responsible for code compliance have a history of prior low-priority violations; or,

3. The use of the subject site or building is not a legally established use or the persons responsible for code compliance has not obtained required land use approvals and / or construction permits; or

4. There are ongoing moderate or low-priority violations.

D. Low-priority violations requiring response as time permits, including cases in which:

1. The violation is non-emergent, does not fit within the high-priority or moderate-priority categories, and has only minor public impacts; or,

2. The violation is an isolated incident.

10.05.070 CODE COMPLIANCE PROCESS

A. Initial Investigation.

1. The director shall determine whether a violation has occurred based on information derived from sources such as field observations, witness statements, relevant documents, other available information, and applicable city code provisions. As soon as the director has reasonable cause to determine a violation exists, the director shall document the violation and notify the person responsible for the violation.

B. Warning.

1. A warning may be issued verbally or in writing promptly when a field inspection reveals a violation or as soon as the director otherwise determines that a violation has occurred. The warning shall briefly describe the nature of the violation and include a reference to the applicable permit or zoning condition, ordinance, or code related to the violation. The warning shall also establish a time period for the person responsible for compliance opportunity to correct the violation or enter into a voluntary correction agreement as provided for by this title.

2. If a warning is issued, it shall be logged, and a Courtesy Notice shall be issued within two (2) weeks, and the site shall be reinspected within thirty (30) days or as determined by the director. No warning needs to be issued in emergencies that pose an imminent threat to environmental health or public safety.

C. Courtesy Notice.

1. Once a violation has been identified, and the time period for correction, if any, under a warning has passed, the director shall provide a Courtesy Notice to the person responsible for the violation.

2. If warning has not been issued, the Courtesy Notice shall be issued as soon as practically feasible.

3. The Courtesy Notice shall inform the person responsible of the nature of the violation. It shall include a reference to the applicable permit, condition, ordinance, or code related to the violation.

4. The Courtesy Notice shall also allow the person responsible for the violation an opportunity to correct the violation.

5. A Courtesy Notice does not need to be issued in cases involving emergencies that pose an imminent threat to environmental health or public safety.

D. Notice and Order.

1. A Notice and Order shall be issued if the violation is not corrected. A Notice and Order may be issued without either a warning or a Courtesy Notice.

2. The Notice and Order shall establish a date for correction of the violation. A deadline for correction previously set by a warning or Courtesy Notice may be extended by the Notice and Order.
3. A Supplemental Notice and Order may be issued to add to, rescind in part, or otherwise modify a previously issued Notice and Order. The Supplemental Notice and Order shall be governed by the same procedures applicable to all notices and orders in this title.
4. The Notice and Order and Supplemental Notice and Order issued under this section determine whether a violation of the city code has been committed. This determination is final and conclusive unless it is timely appealed, as provided herein.
5. Content of a Notice and Order. The Notice and Order shall include the following:
 - (i) The name and address of the property owner and/or the person responsible for the violation to whom the Notice and Order is directed;
 - (ii) The street address or a description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring;
 - (iii) A plain language description of the violation and citations of the relevant provision of the SeaTac Municipal Code that are the basis for the violation;
 - (iv) A statement of the actions that the person responsible for compliance must take to correct the violation;
 - (v) A date or time by which such correction is to be completed;
 - (vi) A statement describing the civil penalties for each violation per day;
 - (vii) A statement that the person responsible for the violation to whom the Notice and Order is directed must:
 - (a) Complete correction of the violation by the date stated in the Notice; or
 - (b) Appeal the Notice and Order; or
 - (c) Enter and comply with a voluntary correction agreement with the city; and
 - (d) A statement that a monetary penalty, in an amount per day for each violation as specified by this title shall accrue against the person responsible for the violation for every day, which the violation continues following the date set for correction, and that the violation may be abated by the city with costs assessed against the person, provided that a monetary penalty shall accrue if: A) the violation is not corrected, and B) the Notice and Order is not appealed, and C) a Voluntary Correction Agreement is not entered into or complied with, and D) the person responsible for the violation does not comply with the hearing examiner's decision if a decision is issued on appeal.

E. Voluntary Correction Agreement. The director shall make reasonable efforts to secure voluntary compliance from the person responsible for code compliance as follows:

1. The person responsible for compliance may enter into a Voluntary Correction Agreement at any time after a warning, a Courtesy Notice, a Notice and Order, or a Stop Work Order is issued before an appeal is decided.
2. The Voluntary Correction Agreement shall include the following:
 - (i) The name and address of the person responsible for code compliance;
 - (ii) The address or other identification of the location of the violation;
 - (iii) A description of the violation and a reference to the provision or provisions of the ordinance, resolution, or regulation that has been violated;
 - (iv) A description of the necessary corrective action to be taken and identification of the date or time by which compliance must be completed. The Voluntary Correction Agreement may either require that compliance be achieved by a specific date, or that compliance be achieved by a date to be determined based on the occurrence of some future event;

(v) The assessment of civil penalty shall continue to accrue during the period of the Voluntary Correction Agreement;

(vi) An acknowledgment that if the terms of the Voluntary Correction Agreement are not met, a Notice of Noncompliance will be issued, and if the Notice of Noncompliance is not successfully appealed, the city may, without issuing a Notice and Order or Stop Work Order, resort to any remedy authorized by this title, which includes the assessment of the civil penalties identified in the Voluntary Correction Agreement, abatement of the violation, assessment of the costs incurred by the city to pursue code compliance and to abate the violation, including legal and incidental expenses, and the suspension, revocation or limitation of a development permit or business license;

(viii) An acknowledgment that all accrued civil penalties and enforcement costs shall be reinstated and the total unpaid amount may be the joint and several personal obligation of all persons responsible for code compliance and become a lien against the property where the violation occurred;

(ix) An acknowledgement that by entering into the Voluntary Correction Agreement, the person responsible for code compliance admits that the conditions described in the Agreement constituted a violation of the SeaTac Municipal Code and knowingly and voluntarily waives the right to appeal such violations.

3. Extensions and Modifications. The director may extend time for compliance or modify the required corrective actions based on evidence of due diligence, substantial progress, or change in circumstances which renders full and timely compliance unattainable.

4. Suspension of Fines. At the director's discretion, suspension or waiver of civil penalties and other fees and costs can occur based on full and satisfactory compliance with the terms of a Voluntary Correction Agreement at the end of the allowed period.

F. Stop Work Order

1. Whenever the director determines a violation exists, he or she may issue a Stop Work Order directing any person causing, allowing, or participating in the offending conduct to cease such activity or conduct immediately.

2. A Stop Work Order may be appealed under the procedures outlined in SMC 1.20. The Stop Work Order shall remain in effect during the appeal period and any appeal proceedings.

3. In addition to any other judicial or administrative remedy, a director may assess civil penalties for violation of any Stop Work Order as authorized under the civil penalty schedule. Civil penalties for violating any Stop Work Order shall begin to accrue on the first day of violation and shall continue until city determines the underlying violation has been corrected or until the city lifts the Stop Work Order.

4. In addition to civil penalties, the city can prosecute the removal of a posted Stop Work Order as a misdemeanor punishable by a fine of one thousand dollars (\$1000.00) and/or up to one (1) year in jail.

5. Failure to appeal the Stop Work Order renders the Stop Work Order a conclusive and final determination that the civil code violation occurred.

6. Civil penalties assessed for violating a Stop Work Order constitute joint and several liability for all persons responsible for code compliance as well as becoming a lien against the property which is subject to the Stop Work Order.

10.05.080 SERVICE OF WRITTEN NOTICE.

Service of a Courtesy Notice, Notice and Order, Stop Work Order, or other official written notices of violation shall be made by one of the following methods:

A. Personal service. By personal service to the person responsible for the code violation or by leaving a copy of the written notice at the person responsible for the code violation's place of residence with a person of suitable age and discretion who resides therein.

B. Service by posting. By posting the written notice in a conspicuous place on the property where the violation occurred and concurrently sending a notice electronically or via first-class mail.

C. Service by mail. By mailing the written notice by regular first-class mail to the person responsible for the code violation at their or their last known address, at the address of the violation, or the address of the place of business of the person responsible for the code violation. The taxpayer's address, as shown on the county's tax records, shall be deemed the proper address for mailing such notice to the landowner of the property where the violation occurred. Service by mail shall be presumed effective upon the third business day following the day the official written notice and order was placed in the mail.

D. Service by Publication. For Notice and Order only, when the address of the person responsible for the code violation cannot reasonably be determined, service may be made by publishing the abstract of the Notice and Order substantially in the manner as outlined in RCW 4.28.110, as currently enacted or hereafter amended.

E. Proof of service shall be made at the time of service by a written declaration under penalty of perjury executed by the person affecting the service, declaring the date and the manner of service. Any failure of the person to whom the notice is directed to observe the posted notice or to receive the mailed notice shall not invalidate service made in compliance with this section, or the Notice and Order.

F. The failure of the director to make or attempt service of written notice on any person shall not invalidate any proceedings as to any other person duly served.

10.05.090 RECORDING

A. Whenever a Notice and Order is served on a person responsible for code compliance, a copy of the Notice and Order and any subsequent Supplemental Notice and Order may be recorded with the King County Recorder's Office against the real property upon which violations occurred.

B. If a Notice and Order has been recorded, when all violations specified in the Notice and Order have been corrected or abated, a Certificate of Compliance shall also be recorded with the King County Recorder's Office. The certificate shall include a legal description of the property where the violation occurred. It shall specify whether unpaid civil penalties are still outstanding and continue as a lien on the property.

10.05.100 CORRECTIVE REMEDIES AND PENALTIES.

A. Where feasible, corrective remedies and penalties shall be applied to the person responsible for code compliance.

B. Civil Penalties. Failure to correct a violation in the manner and within the time frame specified by the Notice and Order subjects the person responsible for code compliance to civil penalties calculated under the following schedule:

1. Commercial violations:
 - i. First day of each violation, one hundred dollars (\$100.00) per violation
 - ii. Second day of each violation, two hundred dollars (\$200.00) per violation
 - iii. Third day of each violation, three hundred dollars (\$300.00) per violation
 - iv. Each additional day of each violation beyond four (4) days, five hundred dollars (\$500.00).
 - v. The maximum civil penalty for non-commercial violations is one million dollars (\$1,000,000).
2. Non-commercial violations.
 - i. First day of violation, one hundred dollars (\$100.00) per day per violation.
 - ii. After thirty (30) days, two hundred fifty dollars (\$250.00) per day per violation.
 - iii. After sixty (60) days, five hundred dollars (\$500.00) per day per violation.
 - iv. The maximum civil penalty for non-commercial violations is fifty thousand dollars (\$50,000).
3. Repeat violation or violators.
 - i. Repeat violations will incur double (2 times) the civil penalties as outlined in this section the first, and second time the violation is repeated within a thirty-six (36) month period.
 - ii. If violations are repeated, a third or subsequent time within a thirty-six (36) month period, the penalties will be five (5) times those set forth above.

C. The civil penalties in this section are in addition to, and not in lieu of, any penalties, sanctions, restitution, or fines provided for in any other provisions of law.

D. Business License Suspension. For commercial violations, the director has the authority to suspend or revoke any a business license issued by the city.

E. Hold on future permits. The director may place a hold on the issuance of future permits on a property if:

1. A Notice of Violation or a Stop Work Order has been issued; and
2. The appeal period has passed, or an appeal was brought but it was dismissed; and
3. The violation has not been corrected and/or penalties or fines have not been paid; and
4. The permits relate to the violation.

A hold on future permits will prevent the issuance of any land use decisions or construction permit for the subject property, and for the person responsible for the violation on any other property within the city, until the violation is resolved, corrective actions are taken, and penalties are paid. The director may issue exceptions to this subsection for emergencies, hazardous situations, or other situations as deemed reasonable.

F. Permit denial, suspension, revocation, and limits.

1. The director may deny, suspend, revoke, or limit any permit, when, regarding the site or project for which the permit is submitted:
 - i. Any person has been found in violation and remains in violation of any ordinance, resolution, or regulation of the city that regulates or protects the public health or the use and development of land or water;
 - ii. For any property that has been found in violation and remains in violation of SeaTac Municipal Code or of any rule, permit, approval, order, easement, plan or agreement issued thereunder; or
 - iii. The permit holder has committed a code violation while performing activities subject to that permit;

- iv. The permit holder has interfered with the director in the performance of his or her duties relating to that permit;
 - v. The permit was issued in error or based on materially incorrect or omission of information supplied to the city;
 - vi. Permit fees or costs were paid to the city by check and returned from a financial institution marked insufficient funds (NSF) or canceled;
 - vii. For a permit or approval that is subject to critical areas review, the applicant has failed to disclose a change of circumstances on the development proposal site which materially affects an applicant's ability to meet the conditions for permit approval or where such change in circumstances renders the critical areas study that was the basis for establishing permit or approval conditions inaccurate or incomplete; or
 - viii. Any combination of the above.
2. A permit may be denied, suspended, revoked, or modified through this chapter's Notice and Order provisions. The denial, revocation, suspension, or modification of permits may be appealed to the hearing examiner.
3. Notwithstanding any other provision of this title, the director may immediately suspend operations under any permit by issuing an emergency Stop Work Order upon a violation of any city ordinance or rules and regulations adopted thereunder where the violation has created or is creating unsanitary, dangerous, or other conditions constituting an immediate and irreparable hazard. Termination of operations under the permit may occur without prior warning or service of a written Notice and Order.
4. To further the remedial purposes of this title, the city's action regarding the permit may continue until the violation is corrected and after payment of any civil penalties accrued. Permits or approvals shall be granted as necessary to accomplish any required correction.

G. Misdemeanor. The City Prosecuting Attorney shall have the discretion to file a violation of the provisions of this title as a criminal misdemeanor when a person willfully or knowingly violates, by way of repeat violations the civil codes or regulations set forth under this title or by any act of commission or omission procures, aids, or abets such violations. Upon conviction, the person shall be punished by either a fine not to exceed one thousand (\$1000) dollars, imprisonment in the county jail for a term not to exceed ninety (90) days, or both.

10.05.120 WAIVERS OF CIVIL PENALTY

- A. Civil penalties, in whole or in part, may be waived by the director under the following circumstances:
- 1. The Notice and Order, Notice of Noncompliance, or Stop Work Order was issued in error; or,
 - 2. The code violations have been corrected whether under a Voluntary Correction Agreement or by other corrective action; or,
 - 3. Since a Notice and Order, Notice of Noncompliance, Stop Work Order, or newly assessed penalty invoice was issued, other information warranting waiver has been presented to the director; or,
 - 4. The civil penalties were assessed in error; or,
 - 5. Notice failed to reach the property owner due to mitigating circumstances.

10.05.130 SUMMARY ABATEMENT-ABATEMENT BY THE CITY

- A. The City may summarily and without prior notice abate a code violation whenever:

1. Whenever a violation causes a condition, whose continued existence constitutes an immediate and emergent threat to the public health, safety, welfare, or environment; or,

B. Whenever it appears to the director that no efforts have been made by the person responsible to fulfill the terms of any voluntary correction agreement under this chapter; or,

C. When a Notice and Order was issued under this chapter, the period for filing an appeal has expired, but the required correction has not been completed; or

D. When the condition is subject to summary abatement as provided in this chapter or other specific provisions of city or state law(s).

B. The city may use any lawful means to utilize city employees or a private contractor under city direction to enter the subject property and remove or correct the violation.

C. When summary abatement involves the towing and disposing of any vehicle, the city shall give notice to the Washington State Patrol and the Department of Licensing that the vehicle has been wrecked.

D. Interference. Any person who knowingly obstructs, impedes or interferes with the city or its agents or with the person responsible for the violation in the performance of duties imposed by this chapter shall be charged with a misdemeanor punishable by imprisonment not exceeding ninety (90) days and a fine not exceeding one thousand dollars (\$1,000).

E. Notice of the summary abatement, including its reason(s), shall be given to the person responsible for the violation as soon as practicable after the abatement. No right of action shall lie against the city or its agents, officers, or employees for the performance of summary abatement.

F. Recovery of Costs and Expenses. The costs of the abatement, including incidental expenses, of correcting the violation, shall be invoiced to the person responsible for the violation and become due and payable to the city within thirty (30) calendar days. "Incidental expenses" includes but shall not be limited to personnel costs, both direct and indirect, including attorneys' fees; costs incurred in documenting the violation; the costs of any required printing and mailing; and actual expenses and costs incurred by the city in carrying out the summary abatement, and/or contracting for and inspecting the completed abatement work by another, including hauling, storage, and disposal expenses. All such costs and expenses shall constitute a lien against the affected property.

10.05.140 JUDICIAL ABATEMENT

A. In addition to any other judicial or administrative remedy, the city attorney, on behalf of the city, file a civil action in King County Superior Court or before a court of competent jurisdiction against the person(s) responsible for the violation.

B. A civil action may involve monetary judgment, declaratory relief, temporary or permanent injunctive relief, abatement, and other civil remedies provided by law. The civil action must name each alleged person against whom the director seeks to obtain code compliance as the respondent. The respondent may not assert as a defense any fact or issue that the respondent had an opportunity to assert before the hearing

examiner and did so or upon which the hearing examiner issued a final determination which was unfavorable to the respondent.

10.05.150 COLLECTION OF CIVIL PENALTY AND ABATEMENT COSTS

A. Personal Obligation and Payment Deadline. Any monetary penalty imposed under this title constitutes joint and several obligation of all persons responsible for the violation. All assessed and invoiced penalties shall be paid to the City within fourteen (14) calendar days of the date of the invoice, or, if an appeal is filed, within fourteen (14) calendar days following the hearing examiner's final decision.

B. Use of Collection Agencies. The city may utilize a licensed collection agency to recover unpaid penalties or costs. The reasonable costs of collection shall be added to and collected along with the monetary penalty.

C. Liens for Unpaid Penalties and Costs. The director may record a lien against the real property of a person responsible for code compliance when penalties or costs remain unpaid. The lien shall include the following:

1. The applicable SeaTac Municipal Code provision(s);
2. A brief description of the violation and its duration as of the date of recording;
3. A brief description of any abatement work performed and the identity of the person or contractor performing the work;
4. The name of the property owner, if known, or a statement that the owner is unknown;
5. A legal description of the property;
6. The total amount of penalties, fines, and costs owing; and
7. A sworn statement signed by the director attesting that the claim is just and due.

D. Legal Remedies. The city attorney is authorized to pursue any lawful civil remedies necessary to collect unpaid penalties, fines, or abatement costs.

E. Abatement Liens.

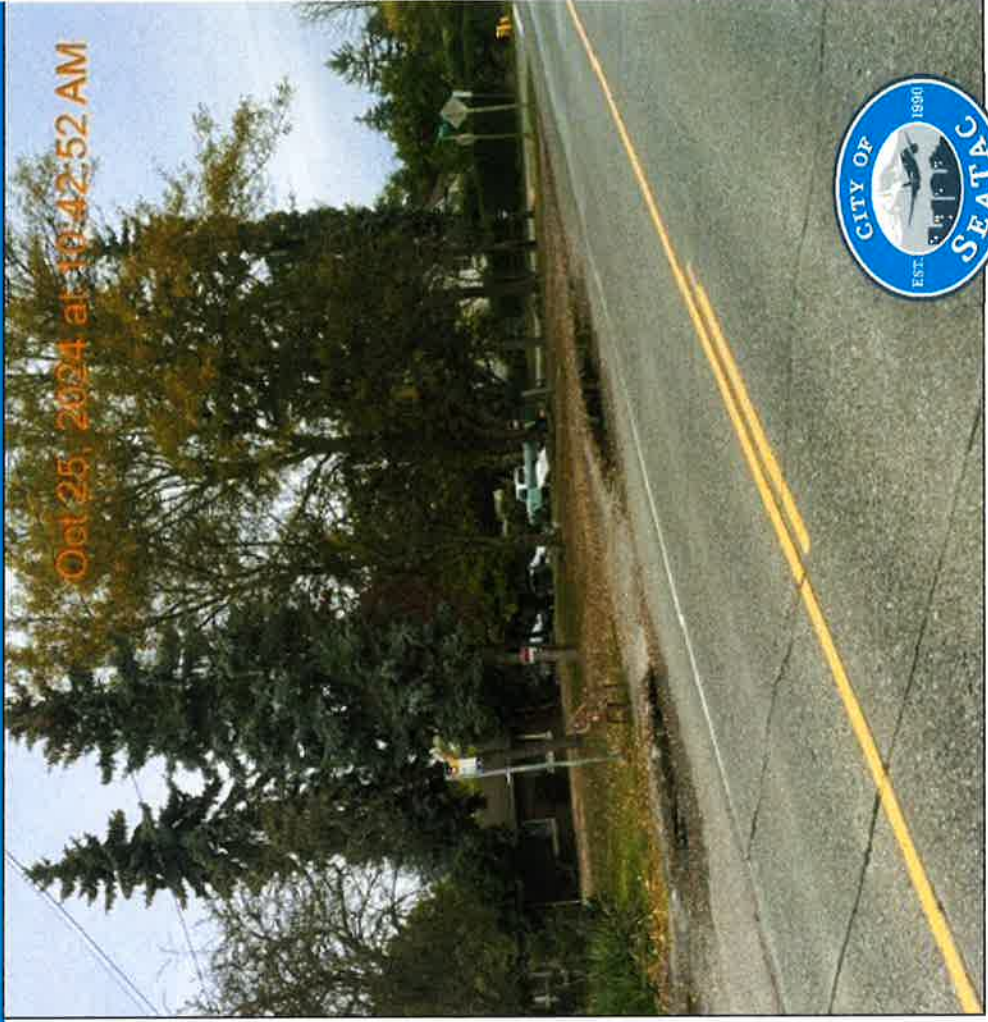
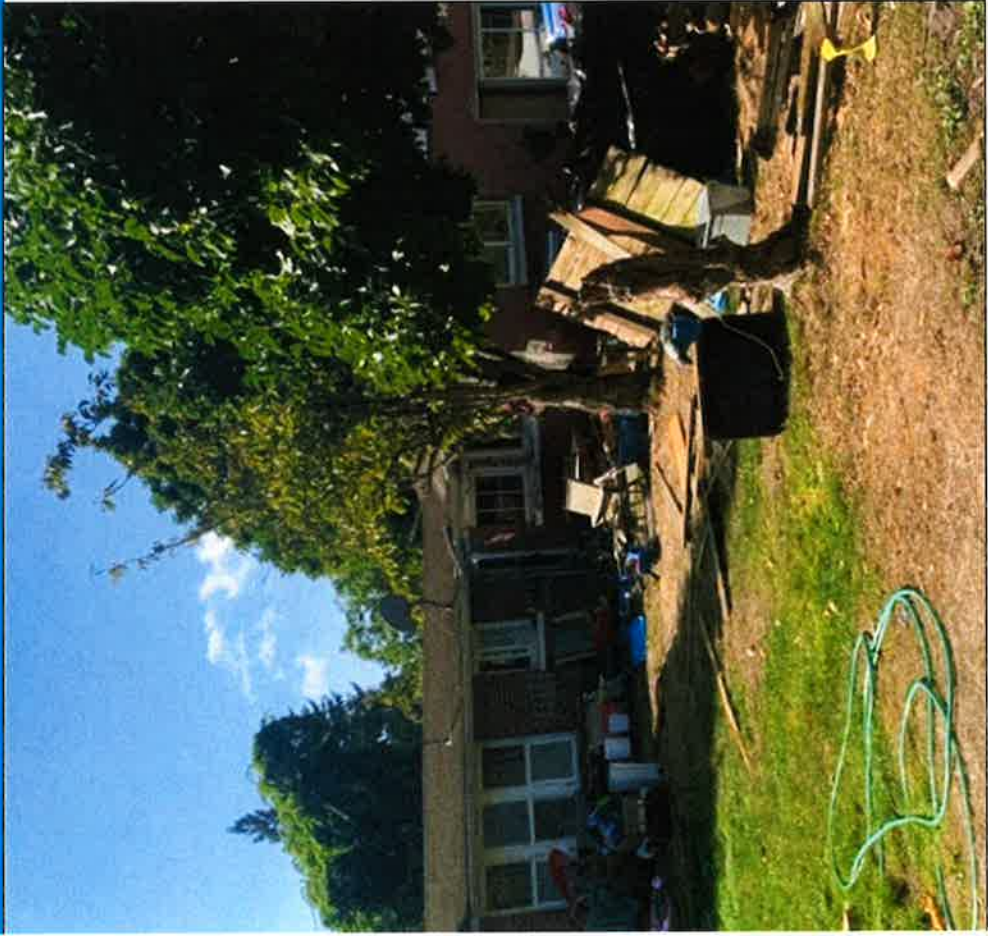
1. When penalties or abatement costs are assessed against a property remain unpaid for ninety (90) days, the city may levy a special assessment against the property to recover such costs. Prior to levying the assessment, the city shall provide notice to the property owner and identifiable mortgage holders, by regular mail as provided in RCW 35A.21.405, informing them of the city's intent to levy the assessment and the estimated amount.
2. A special assessment levied under this subsection constitutes a lien against the property and is binding upon all successors in title from the date the lien is recorded with the county auditor. Up to two thousand dollars (\$2,000) of the lien shall be of equal rank with state, county, and municipal taxes.
3. Special assessments levied under this section may be collected through a contract with the county treasurer in accordance with RCW 84.56.035.

10.05.160 LIENS

A. Duration. No lien created under this title shall bind property for more than ten (10) years after the lien is recorded unless an action to enforce the lien is initiated in a court of competent jurisdiction within that ten-year period.

B. Satisfaction of Lien. Upon full payment of all penalties, abatement costs, or both, the director shall promptly record a Satisfaction of Lien with the King County Recorder's Office. The satisfaction shall include a legal description of the property on which the violation occurred.

PUBLIC SAFETY & JUSTICE COMMITTEE
TITLE 10: CODE COMPLIANCE: INTRODUCTION & OVERVIEW
January 8, 2026



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

Staff is seeking a recommendation for adoption by the PS&J Committee regarding the proposed major update to the SeaTac Code Compliance regulations.

WHY IS THIS ISSUE IMPORTANT?

1. The City Council has indicated that the Code Compliance program is a priority for the City of SeaTac
2. The current Code Compliance regulations were last amended in 2009. The existing regulations do not support a clear, effective, and efficient code compliance program.
3. Over the last several years, staff has conducted an in-depth review of the existing regulations and identified necessary updates and clarifications.
4. Staff has completed the updated code language and is seeking a recommendation from the PS&J committee



POTENTIAL COMMITTEE ACTION

COMMITTEE ACTION REQUESTED:

- A recommendation from the PS&J Committee to adopt the draft ordinance on an upcoming Regular Council Meeting consent agenda.

REVIEWS TO DATE:

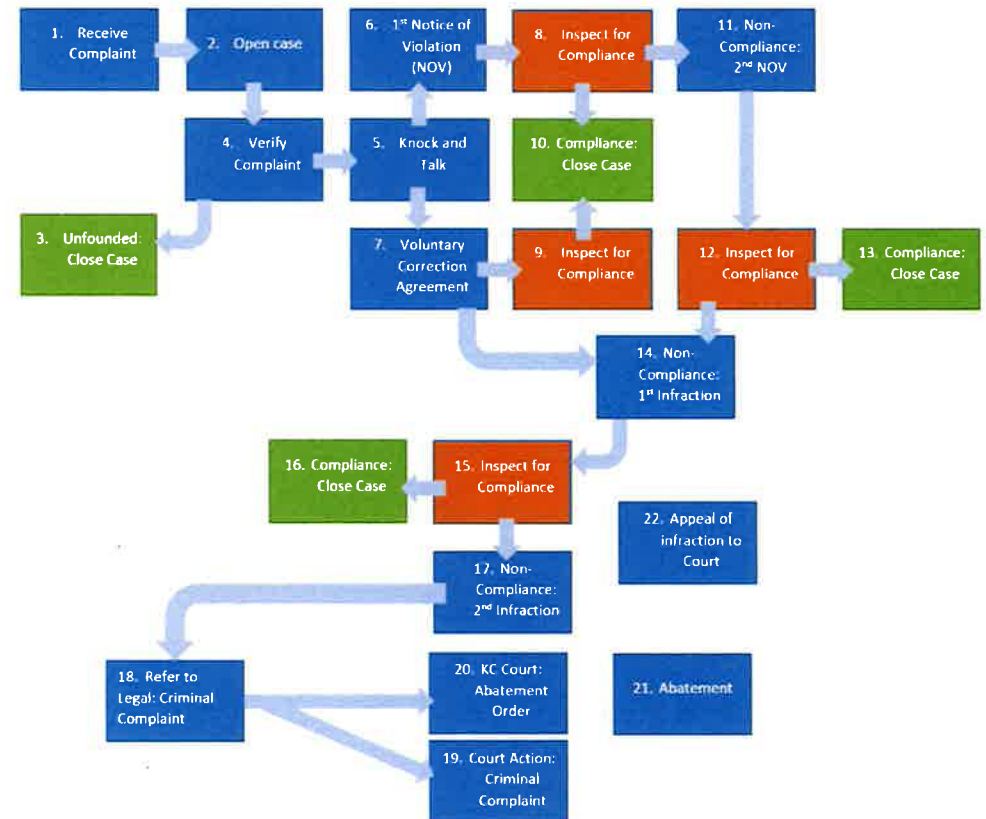
- October 2, 2025
- January 8, 2026 (tonight)



EXISTING CODE COMPLIANCE REGULATIONS

SMC 1.15: CODE ENFORCEMENT

- Challenges with the existing regulations (summary):
 - No courtesy knock and talk
 - Provisions located in multiple locations, leading to inconsistent processing
 - Conflation of civil infractions and civil penalties
 - Inefficient / ineffective process
 - Unclear and / or contradictory administrative processes in code
 - Missing definitions
 - No prioritization of violations



DRAFT CODE COMPLIANCE REGULATIONS

OVERVIEW SINCE OCTOBER 2025 REVIEW

- Continued editing to improve clarity and efficiency.
- Adding land use violations to moderate priority violations.
- Maximum civil penalty amount for commercial violations added.
 - Language to focus civil penalty on person responsible for violation.
- Additional editing and clarifying language around liens.



DRAFT ORDINANCE

OVERVIEW

- Updates other references in the SeaTac Municipal Code to:
 - Reference Title 10.05
 - Standardize references to authority for code compliance
 - Replace sections that are duplicative or conflict with the proposed Title 10
 - Other reconciliation within the SeaTac Municipal Code
- Environmentally critical area regulations may require a more general update related to the timing of adoption.



POTENTIAL COMMITTEE ACTION

COMMITTEE ACTION REQUESTED:

- A recommendation from the PS&J Committee to adopt the draft ordinance on an upcoming Regular Council Meeting consent agenda.

REVIEWS TO DATE:

- October 2, 2025
- January 8, 2026 (tonight)



#5

Flock MOU,
SOP, and
Direction



Automated License Plate Readers (FLOCK)

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3.0 ALPR Data Collection and Retention	4
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5.0 Accountability and Safeguards	4
6.0 Access by Outside Agencies	5

1.0

Purpose:

Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition, provides automated detection of license plates. ALPR is used by the City of SeaTac, to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. ALPRs may also be used to gather information related to active warrants, homeland security, suspect interdiction, and stolen property recovery.

2.0

Definitions:

Automated License Plate Reader (ALPR):

A system consisting of a camera and related equipment that automatically and without direct human control locates, focuses on and photographs vehicles and license plates that come into range of the device. The ALPR devices capture images of a vehicle's rear license plate, transforms that image into alphanumeric characters, compares the plate number to official local, state and federal database records, and deliver alerts to authorized law enforcement users when a license plate of interest has been detected.

ALPR Operator:

Authorized Department members (users) who may utilize the ALPR system/ equipment. ALPR Operators may consist of sworn and non-sworn personnel, within the City of SeaTac, and the King County Sheriff's Office.

ALPR Administrators:

The City of SeaTac Police Chief shall designate sworn personnel to serve as the Department's ALPR Administrators. The ALPR Administrators serve as the Officers-In-Charge of the ALPR system/equipment, and are responsible for system training, deployments, audits, etc.

Hot List:

A list of license plates associated with vehicles of interest compiled from one or more databases including, but not limited to, NCIC, WACIC, Local BOLO's, etc. Vehicles of interest may include, but are not limited to, vehicles reported stolen, displaying stolen license plates, linked to missing and/or wanted persons, or otherwise flagged by law enforcement agencies.

Detection:

Data obtained by an ALPR of an image (such as a license plate) within public view that was read by the device, including potential images (such as the plate and description of vehicle on which it was displayed), and information regarding the location of the ALPR system at the time of the ALPR's read.

Hit:

Alert from the ALPR system that a scanned license plate number may be in the National Crime Information Center (NCIC) or other law enforcement database for a specific reason including, but not limited to, being related to a stolen car, wanted person, missing person, domestic violence protective order violation, or terrorist-related activity.

Vehicles of Interest:

Including, but not limited to vehicles which are reported as stolen; display stolen license plates or tags; vehicles linked to missing and/or wanted persons and vehicles flagged by the Department of Motor Vehicle Administration or law enforcement agencies.

3.0**ALPR Data Collection and Retention:**

1. The ALPR vendor (Flock Safety) stores data (data hosting) and ensures proper maintenance and security of data stored in their data towers. The vendor purges this data after thirty (30) days of storage. The data is not transmitted to SeaTac Police Department unless the SeaTac Police identifies a record that is considered evidence.
2. Data that is maintained as evidence will be transmitted to a server and stored in accordance with the department evidence procedures, according to the King County Property and Evidence policy.
3. All non-law enforcement requests for access to stored ALPR data shall be processed in accordance with applicable law and the Records Maintenance and Release policy.

4.0**Authorized and Restricted Use**

Authorized use:

Flock Safety cameras can be used for conducting criminal investigations or investigating community safety concerns. This includes, but is not limited to:

1. Locating missing children, elderly, or others who are vulnerable/endangered, including those who are associated with AMBER, Silver, and Missing Indigenous Person Alerts
2. Locating vehicles reported stolen, wanted, or subject of a criminal investigation.
3. Locating witnesses and victims of violent crimes.

4. Purposes relating to training system users.
5. Supporting local, state, and tribal community safety departments in the identification of vehicles and/or persons associated with criminal investigations, including investigations of serial crimes.

Restricted use:

1. For non-work related purposes or otherwise outside legitimate law enforcement duties.
2. To collect data that is within public view and shall not be used for the sole purpose of monitoring individual or expressive activities protected by the First Amendment of the US Constitution.
3. For the purpose of immigration enforcement.
4. To investigate or issue infractions.
5. Purposes other than legitimate law enforcement or community safety purposes.
6. To target any person based on their actual or perceived age, color, creed, criminal history, disability, ethnic background, gender, gender expression or identity, lifestyle, marital status, national origin, partnership status, political affiliation or beliefs, pregnancy status, race, religion, sex, sexual orientation as defined by RCW 49.60.040, social or economic status, veteran status, and, to the extent permitted by law, alienage or citizenship status, or any other legally protected status.
7. To knowingly share information with organizations actively assisting Immigrations and Customs Enforcement on immigration enforcement.
8. Without a clearly articulated nexus to criminal activity associated with state law, the system shall not be used to specifically target or track the movement of vehicles traveling to or from healthcare facilities, including, but not limited to hospitals, clinics, mental health providers, or reproductive health care centers. This restriction applies irrespective of the vehicle origin, destination, or the medical services sought by the individuals.

5.0

Accountability and Safeguards

All data saved by the SeaTac Police Department will be closely safeguarded and protected by both procedural and technological means. SeaTac Police will observe the following safeguards regarding access to and use of stored data:

1. All non-law enforcement requests for access to stored ALPR data shall be referred to the Public Disclosure Program and processed in accordance with applicable state law.
2. All ALPR data downloaded to the mobile workstation and server shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.
 - a. No member of the department shall operate ALPR equipment, or access ALPR data, without first completing department-approved training.
3. Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, as described above.
 - a. All ALPR searches will require the user to enter, at a minimum, a Case or CAD number and the reason for search.
4. Such ALPR data may be released to other authorized State, County and City verified law enforcement officials and agencies at any time for legitimate law enforcement purposes.
5. ALPR system audits shall be conducted every 30 days.
6. Administrative access shall be granted to the following:
 - a. Public Disclosure Supervisor
 - b. Public Disclosure Tech Lead
 - c. Legal Unit Lead
 - d. Sheriff
 - e. Undersheriff
 - f. Patrol Operations Division Chief
 - g. City Chief and their designees.
 - h. Legal Advisor.
7. ALPR Data shall not be shared with Immigrations and Customs Enforcement or the US Boarder Patrol for the purpose of Immigration Enforcement in alignment with the Keep Washington Working Act and King County Code 2.15.
8. The City of SeaTac will not participate in the Nationwide or Statewide Lookup function provided by FLOCK.

5.0

Access by Outside Law Enforcement Agencies

1. Access will only be granted to authorized Law Enforcement Agencies within the State of Washington.
2. All agencies requesting access to the City of SeaTac ALPRs, must sign a memorandum of understanding and usage agreement before access is granted.
3. Access to the City of SeaTac ALPRs will not be granted to any Federal Agency.

Memorandum of Understanding for
AUTOMATED LICENSE PLATE READERS DATA SHARING

This memorandum of understanding (“MOU”) is entered into by and between the City of SeaTac’s Police Department, and _____ (“Receiving Party”), and is effective on the date last signed (“Effective Date”). City of SeaTac and the Receiving Party agree as follows:

1. ALPR Data Shared for Limited Purpose.

SeaTac Police department will share automated license plate reader (“ALPR”) data from its Flock Safety Automated License Plate Readers Program for the limited purpose of conducting criminal investigations and investigating community safety concerns and grants permission to the Receiving Party for use ALPR data for such limited purpose.

2. Term.

The Term of this MOU commences on the Effective Date. Either party may cancel this MOU with fifteen days advanced written notice to the other party.

3. Terms and conditions for ALPR Sharing

- a. ALPR technology and data shall not be used for the purpose of immigration enforcement.
- b. Without another clearly articulated nexus to activity that is or would be criminal in Washington State, ALPR technology and data shall not be used to specifically target or track the movement of vehicles traveling to or from healthcare facilities, including but not limited to hospitals, clinics, mental health providers, and reproductive health care centers. This restriction applies irrespective of the vehicle’s origin, destination, or the medical services sought by the individuals.
- c. ALPR technology and data shall not be used for the purpose of monitoring individual or expressive activities protected by the First Amendment of the United States Constitution.
- d. Users will not target any person based on their actual or perceived race, creed, color, national origin, citizenship or immigration status, sex, honorably discharged veteran or military status, sexual orientation as defined by RCW 49.60.040, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

ALPR Data Sharing MOU - 1

- e. ALPR technology and data shall not be used for personal use, harassment, and any other usages that are inconsistent with the SeaTac Police Department's Flock Safety Policy, a copy of which has been provided to the Receiving Party.
- f. All non-law enforcement requests for access to or production of ALPR data shall be referred to the King County Sheriff's Office public records disclosure manager or attorney and processed in accordance with applicable law or court rules.
- g. Receiving Party will ensure ALPR data is safeguarded and protected by clear policies and procedures that govern when and how the ALPR data can be used.
- h. Receiving Party will ensure ALPR data is shared only as outlined in this MOU or required by law or court rules.

4. General Terms.

- a. Each party shall indemnify, defend and hold the other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other parties may incur or pay out as a result of this MOU.
- b. This MOU shall not be assigned, either in whole or in part, by either of the parties hereto.
- c. This Agreement shall be governed by the laws of the State of Washington; venue shall lie in King County.
- d. This MOU is made and entered into for the sole benefit of the parties. No third party shall be deemed to have any rights under this MOU.
- e. This MOU is executed on behalf of and by and through the authorized representatives of each Party.

Receiving Party:

_____ [name of agency]

By: _____ [signature line]

Name: _____ [name of signatory]

Title: _____

Date: _____

ALPR Data Sharing MOU - 2

City of SeaTac Police Department

By: _____ [signature line]

Name: _____ [name of signatory]

Title: _____

Date: _____

ALPR Data Sharing MOU-3

**Memorandum of Understanding for
AUTOMATED LICENSE PLATE READERS DATA SHARING**

This memorandum of understanding ("MOU") is entered into by and between the City of SeaTac's Police Department, and _____ ("Receiving Party"), and is effective on the date last signed ("Effective Date"). City of SeaTac and the Receiving Party agree as follows:

1. Term, Expiration, and Renewal

This MOU shall commence on the Effective Date and shall remain in effect for a period of two (2) years, unless earlier terminated as provided herein.

This MOU may be renewed upon mutual written agreement of the parties following a review of compliance with the terms of this MOU and applicable ALPR policies.

Either party may terminate this MOU for any reason with fifteen (15) days' advance written notice to the other party.

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2. Audit and Compliance Cooperation

The Receiving Party agrees to cooperate with reasonable compliance reviews or audits conducted by the City of SeaTac related to access to and use of ALPR data shared under this MOU, for the limited purpose of verifying compliance with this MOU and applicable policies.

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3. Breach and Misuse Notification

The Receiving Party shall promptly notify the City of SeaTac upon discovery of any known or suspected unauthorized access, use, disclosure, or misuse of ALPR data obtained under this MOU, and shall cooperate with any reasonable corrective actions required by law or policy.

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4. Training and Authorized User Requirement

The Receiving Party shall ensure that access to ALPR data shared under this MOU is limited to personnel who are authorized and have completed required ALPR training in accordance with applicable policies and procedures.

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1-5. ALPR Data Shared for Limited Purpose.

SeaTac Police Department will share automated license plate reader ("ALPR") data from its Flock Safety Automated License Plate Readers Program for the limited purpose of

conducting criminal investigations and investigating community safety concerns and grants permission to the Receiving Party for use ALPR data for such limited purpose.

2. ~~Term:~~

~~The Term of this MOU commences on the Effective Date. Either party may cancel this MOU with fifteen days advanced written notice to the other party.~~

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- a. ALPR technology and data shall not be used for the purpose of immigration enforcement.
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ALPR Data Sharing MOU - 1

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ALPR Data Sharing MOU - 2

City of SeaTac Police Department

By: _____ [signature line]

Name: _____ [name of signatory]

Title: _____

Date: _____

ALPR Data Sharing MOU-3

City of SeaTac Police Department

Chief of Police Troy Smithmeyer

4800 South 188th Street, SeaTac, WA 98188-8605 | City Hall: 206.973.4900 | Fax: 206.973.4629



Automated License Plate Readers (FLOCK)

City Council:
Mayor Mohamed Egal, Deputy Mayor Iris Guzmán
Senayet Negusse, Jake Simpson, Peter Kwon, James W. Lovell, Joe Vinson

City Manager Jonathan Young
City Clerk Kristina Gregg

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Restricted use:

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5. Purposes other than legitimate law enforcement or community safety purposes.
6. To target any person based on their actual or perceived age, color, creed, criminal history, disability, ethnic background, gender, gender expression or identity, lifestyle, marital status, national origin, partnership status, political affiliation or beliefs, pregnancy status, race, religion, sex, sexual orientation as defined by RCW 49.60.040, social or economic status, veteran status, and, to the extent permitted by law, alienage or citizenship status, or any other legally protected status.
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3. Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, as described above.
 - a. All ALPR searches will require the user to enter, at a minimum, a Case or CAD number and the reason for search.
4. Such ALPR data may be released to other authorized State, County and City verified law enforcement officials and agencies at any time for legitimate law enforcement purposes.

5. ALPR system audits shall be conducted every 30 days.

5.a. Results of required ALPR audits shall be documented and reviewed by the ALPR Administrators. Any identified policy violations or access irregularities shall be addressed through corrective action consistent with department procedures.

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6. Training Documentation

a. The Department shall maintain records of initial and any required refresher training for all personnel authorized to access ALPR data. Access shall be revoked for any user who has not completed required training.

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6.7. Administrative access shall be granted to the following:

- a. Public Disclosure Supervisor
- b. Public Disclosure Tech Lead
- c. Legal Unit Lead
- d. Sheriff
- e. Undersheriff
- f. Patrol Operations Division Chief
- g. City Chief and their designees.
- h. Legal Advisor.

7.8 ALPR Data shall not be shared with Immigrations and Customs Enforcement or the US Boarder Patrol for the purpose of Immigration Enforcement in alignment with the Keep Washington Working Act and King County Code 2.15.

9. The City of SeaTac will not participate in the Nationwide or Statewide Lookup function provided by FLOCK.

10. Unauthorized Access or Misuse Response

8. Any known or suspected unauthorized access, use, or disclosure of ALPR data shall be promptly investigated and addressed in accordance with department policy and applicable law, including revocation of access where appropriate.

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5.0

Access by Outside Law Enforcement Agencies

1. Access will only be granted to authorized Law Enforcement Agencies within the State of Washington.
2. All agencies requesting access to the City of SeaTac ALPRs, must sign a memorandum of understanding and usage agreement before access is granted.
3. Access to the City of SeaTac ALPRs will not be granted to any Federal Agency.

7.0

Review and Oversight

This SOP shall be reviewed at least annually by the City of SeaTac Police Department to ensure compliance with applicable law, Council-adopted policies, and operational best practices.

Any material changes to this SOP shall be documented and retained as part of the department's policy record.

#6

Public Safety Updates

#7

**Community
Engagement
and Programs**

#8

Major Public
Safety Incidents

#9

City Initiatives
And
Infrastructure