City of Redmond



Agenda

Tuesday, April 16, 2024

4:30 PM

City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziply Ch. 34, Facebook (@CityofRedmond), Redmond.gov/rctvlive, or 510-335-7371

Committee of the Whole - Public Safety and Human Services

Committee Members

Osman Salahuddin, Presiding Officer Jeralee Anderson Steve Fields Jessica Forsythe Vanessa Kritzer Angie Nuevacamina Melissa Stuart

Committee of the Whole - Public Safety and Human Services

Meetings can be attended in person, viewed live on RCTV (redmond.gov/rctvlive), Comcast Channel 21/321, Ziply Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371

AGENDA

Fire Department - EMS Transport Fee Program

ROLL CALL

1.

	Attachment A: Presentation	
	Attachment B: Flow Chart	
Depe	artment: Fire, 10 minutes	
Reqi	ested Action: Consent, May 7th	
2.	Approval of 2-year Contract with ForceMetrics	<u>CM 24-164</u>
	Attachment A: ForceMetrics License Agreement	
Depa	artment: Police, 10 minutes	
Reqi	uested Action: Consent, May 7th	
3.	Redmond Police Department Quarterly Police Activity Update	<u>CM 24-167</u>
	Attachment A: 2024 Police Department Quarterly Police Activity and	
	My90 Survey Responses	
	Attachment B: 2023 Police Department Annual Report	
Depa	<u>Attachment B: 2023 Police Department Annual Report</u> artment: Police, 10 minutes	
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Reqi	artment: Police, 10 minutes	<u>CM 24-162</u>
Reqi	artment: Police, 10 minutes uested Action: Informational	<u>CM 24-162</u>
Reqi	artment: Police, 10 minutes uested Action: Informational Permanent Supportive Housing Quarterly Update	<u>CM 24-162</u>
Reqi	Artment: Police, 10 minutes Auested Action: Informational Permanent Supportive Housing Quarterly Update <u>Attachment A: Permanent Supportive Housing Quarterly Briefing</u>	<u>CM 24-162</u>
Reqi	artment: Police, 10 minutes uested Action: Informational Permanent Supportive Housing Quarterly Update <u>Attachment A: Permanent Supportive Housing Quarterly Briefing</u> <u>Attachment B: Operational Agreement</u>	<u>CM 24-162</u>
Reqi	artment: Police, 10 minutes uested Action: Informational Permanent Supportive Housing Quarterly Update <u>Attachment A: Permanent Supportive Housing Quarterly Briefing</u> <u>Attachment B: Operational Agreement</u> <u>Attachment C: Safety and Security Plan</u>	<u>CM 24-162</u>
Reqi	artment: Police, 10 minutes wested Action: Informational Permanent Supportive Housing Quarterly Update <u>Attachment A: Permanent Supportive Housing Quarterly Briefing</u> <u>Attachment B: Operational Agreement</u> <u>Attachment C: Safety and Security Plan</u> <u>Attachment D: Community Relations Plan</u>	<u>CM 24-162</u>
1	 artment: Police, 10 minutes bested Action: Informational Permanent Supportive Housing Quarterly Update Attachment A: Permanent Supportive Housing Quarterly Briefing Attachment B: Operational Agreement Attachment C: Safety and Security Plan Attachment D: Community Relations Plan Attachment E: Code of Conduct 	<u>CM 24-162</u>
Requ 4.	 artment: Police, 10 minutes bested Action: Informational Permanent Supportive Housing Quarterly Update Attachment A: Permanent Supportive Housing Quarterly Briefing Attachment B: Operational Agreement Attachment C: Safety and Security Plan Attachment D: Community Relations Plan Attachment E: Code of Conduct Attachment F: Kenmore Redmond Fund Sources 	<u>CM 24-162</u>

CM 24-161

Meeting videos are usually posted by 12 p.m. the day following the meeting at redmond.legistar.com, and can be viewed anytime on Facebook/YouTube (@CityofRedmond) and OnDemand at redmond.gov/OnDemand



Memorandum

Date: 4/16/2024 Meeting of: Committee of the	File No. CM 24-161rvicesType: Committee Memo	
TO: Committee of the Whole FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CO		
Fire	Adrian Sheppard	425-556-2201
DEPARTMENT STAFF:		
Fire	Michael Despain	Deputy Chief - Interim

TITLE:

Fire Department - EMS Transport Fee Program

OVERVIEW STATEMENT:

The Fire Department proposes implementing an EMS transport fee to generate revenue, support the existing EMS program, and align with other fire-based EMS providers in King County and across the nation.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information

Provide Direction

□ Approve

REQUEST RATIONALE:

- Relevant Plans/Policies: Redmond Fire Department - Strategic Plan 2022-2027
- Required: RCW 35A.11.020, 35.27.370 (15)
- Council Request: N/A
- Other Key Facts: N/A

OUTCOMES:

 With the proposal's acceptance, the Redmond Fire Department is projected to generate additional revenue of approximately \$960,000 in 2025. This revenue is anticipated to gradually increase in subsequent years. Such growth will be influenced by factors including service costs, inflation, and contributions from the Ground Emergency Medical Transport (GEMT) program, backed by the State of Washington.

Date: 4/16/2024	File No.
Meeting of: Committee of the Whole - Public Safety and Human Services	Type: C

File No. CM 24-161 Type: Committee Memo

2. This strategic initiative is designed to generate additional revenue, enhance our existing EMS program, and align with the practices of other fire-based EMS providers in King County and across the nation.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- Timeline (previous or planned): July 2024 or later
- Outreach Methods and Results: N/A
- Feedback Summary: N/A

BUDGET IMPACT:

Total Cost: New costs related to the program: Approxima Net Difference: +\$790,000	tely (\$170,000)	New Revenue: \$	960,000
Approved in current biennial budget:	□ Yes	🛛 No	□ N/A
Budget Offer Number: N/A			
Budget Priority : N/A			
Other budget impacts or additional costs: <i>If yes, explain</i> : The program will require one (1) FTE	🛛 Yes	🗆 No	□ N/A
Funding source(s):			

Fees for service

Budget/Funding Constraints:

Requires approval from the Centers for Medicare & Medicaid Services, and the Washington Healthcare Authority to implement program.

□ Additional budget details attached

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COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/7/2024	Business Meeting	Approve

Time Constraints:

Program will require approximately 60 days from council approval to implement.

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: RFD Ambulance Transport Fee Program Attachment B: BLS Billing - Flow Chart

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BLS Ambulance Transport Fee Program

April 16, 2024 Adrian Sheppard, Fire Chief



Background

Many ambulance providers, whether fire-based, third-service, or private, implement service charges in various forms. Among neighboring jurisdictions like Bellevue, Kirkland, Mercer Island, and the areas served by Eastside Fire & Rescue, charging for Basic Life Support (BLS) ambulance transports is standard practice.

The approach to cost recovery varies across providers. In comparison, some adopt highly aggressive models, but most lean towards moderate strategies, which typically involve billing insurance, Medicare, Medicaid, and accessing federal subsidies.

However, exceptions to seeking cost recovery exist, such as Redmond, where taxpayers primarily subsidize the system through levies and revenue from the general fund. This subsidy can be eliminated by accepting state and federal funding programs that have been in place for many years.



Goals

- Access well-established state and federal funding sources to help close the public safety funding gap and lessen the burden on local taxpayers.
- Ensure sustainability of our EMS program and maintain service levels considering rapid population growth and the rising demand for service.
- Implement a program that aligns with all the other Fire-based EMS transport providers in King County and nationwide.



Types of Fees

Here's the list of cost recovery models arranged from most aggressive to least aggressive:

- Bill insurance, Medicare, and/or Medicaid, and patient.
 - Refer patient to collections for the difference.
- Bill insurance, Medicare, and/or Medicaid, and patient.
 - Do not refer patient to collections; write off the difference.
- Bill insurance, Medicare, and/or Medicaid, and patients.
 - Redmond residents not referred to collections; write off the difference.
 - Non-Redmond residents referred to collections; write off the difference. Financial relief provided based on ability to pay.
- Bill insurance, Medicare, and/or Medicaid; write off the difference.
- No billing (Current Redmond Policy).



MEDICAID in WA

- Ground Emergency Medical Transport Program & WA Health Care Authority (GEMT & HCA).
 - Federal and State programs that provide supplemental payments to <u>public</u> providers. The supplemental payments cover part of the funding gap between a provider's actual costs per GEMT transport and the allowable amount received from Washington Apple Health (Medicaid) and any other sources of reimbursement.



Neighboring Jurisdictions

- Bellevue: \$950 base fee plus \$15 per mile for ambulance transport.
- Kirkland: \$839 base fee plus \$20 per mile for ambulance transport.
- Mercer Island: \$1,064 base fee plus \$17 per mile for ambulance transport.
- Renton: \$1,100 base fee plus \$17 per mile ambulance transport.
- Duvall/KCFD45: \$950 base fee plus \$19 per mile ambulance transport.



Neighboring Jurisdictions

- Estimated annual revenue based on blending of Bellevue and Kirkland:
 - \$895 plus \$100 mileage (5 miles) = \$995
 - \$995 x 1,100 transports (est.) = \$1,094,500
 - \$1,094,500 x 90% collection rate = \$985,050
 - \$985,050 \$26,400 (Billing Company Rate) = \$958,650
 - \$958,650 \$170,000 (administration) = NET \$788,650



Pros

- Arguments in favor:
 - Potential for **\$788,000** in additional net revenue annually.
 - Redmond is the only fire department in King County that does not charge for BLS ambulance transport, and this program brings Redmond into alignment with the regional EMS providers.
 - Insurance companies and Federal government have fully established payment systems for this program.
 - Not charging for BLS transport is somewhat of a subsidy to private insurance companies and the Federal government.



Cons

- "Taxpayers are 'already paying' for a portion of the service through property taxes and a levy."
 - The general fund is essentially subsidizing the portions that the state and federal government have offered to pay, but we have not asked for the funding yet.
- "Some patients' might have to pay the co-pay to their insurance, rendering the 'no out-of-pocket' argument somewhat imprecise."
 - We do not bill the patient for this amount. This only applies to patients that have private insurance with a co-pay and is an agreement between the patient and insurance provider.
- Unit Hour Utilization (UHU) will increase slightly as crews remain at the hospital longer collecting billing information in certain cases.
 - This is a consideration of the program but also the justification for the fee charged back to the federal government for our services.



Recommendation

- Adopt the BLS Transport Fee program, initial fee structure, and our billing methodology.
- Amend Redmond Municipal Code Sections 3.90.010 thru 3.90.030).
- Approve the BLS Transport Fee policy, including the "write-off" process.



Next Steps

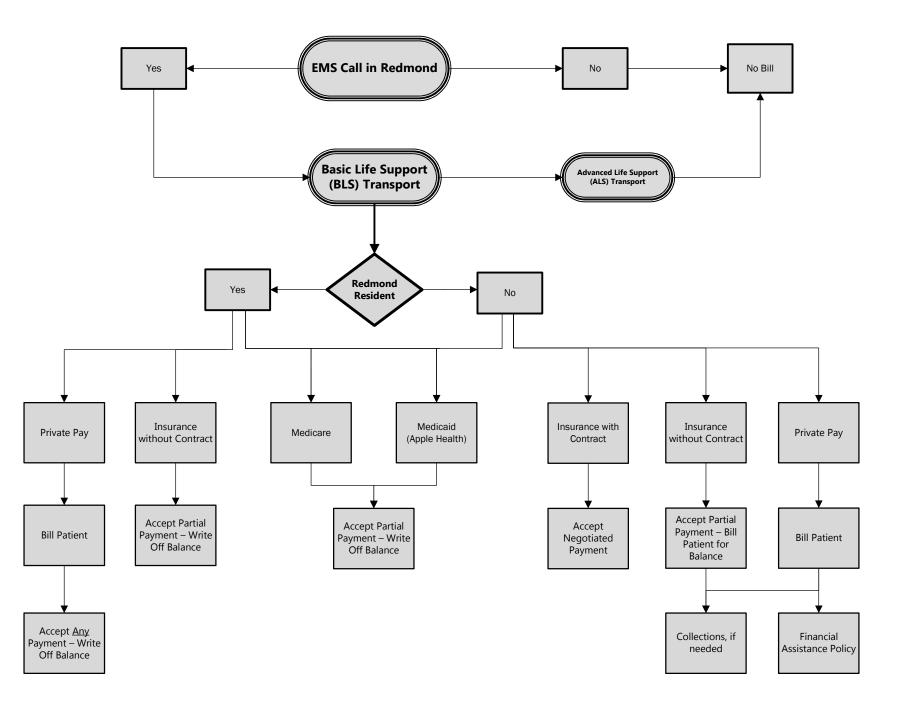
- Brief Council in May 2024
 - Solicit feedback and direction
- Form a team including the fire, finance, communications, and TIS departments to assess needs
 - Develop accounting processes (pre-billing)
- Draft Municipal Code Update, Financial Assistance/Write-Off Policy, and Privacy Notice.
- Identify training needs for fire suppression and administrative personnel
- Update HIPAA requirements
 - Some increased requirements
- Apply for authorization to bill Medicare (through CMS)
 - Craft and implement Delegation of Authority
- Apply for authorization to bill Medicaid (though HCA (WA)
 - CQI increased requirements for billing
 - Auditing
 - Rules
 - IGT process (annual)
- Apply for authorization to bill private insurance companies (each company)



Summary

- 1. Establishing an EMS Transport Fee program aligns the Redmond Fire Department with all the other agencies in King County, as well as agencies throughout the U.S.
- 2. The City recovers approximately <u>\$788,000</u> in costs annually.

3. Residents will not be forced to pay any bill.





Memorandum

Date: 4/16/2024 Meeting of: Committee of the Whole - Public Safety and Human Services			File No. CM 24-164 Type: Committee Me	
TO: Committee of the Wh FROM: Mayor Angela Birn DEPARTMENT DIRECTOR	•			
Police	Chief Darrell Lowe		425-556-2521	
DEPARTMENT STAFF:				
Police	Brian Coats	Deputy C	Chief	

TITLE:

Approval of 2-year Contract with ForceMetrics

OVERVIEW STATEMENT:

The Police Department is seeking Council's approval to enter into a licensing agreement with ForceMetrics for a total cost of \$120,000.00 over 2 years. As requested during the April 9, 2024, Council Study Session, the contract has a two (2) year term, with the automatic option to renew up to a total of five (5) years.

ForceMetrics provides a software platform that integrates with the department's Computer Aided Dispatch (CAD), Records Management System (RMS), and other databases to quickly search and locate important information for Officers responding to calls. Officers benefit from having as much information as possible before arriving. This system enables dispatchers and officers to find what they're looking for without having to jump between and search multiple databases saving crucial time.

This software searches the Redmond Police Department's CAD and RMS databases using parameters such as addresses, names, vehicles, etc. located in reports previously documented by Redmond officers. This platform DOES NOT access any outside sources. It is essentially an Internal search engine. These searches can be done in a matter of seconds, providing officers with critical information whether enroute to the location or on scene conducting an investigation. relative information is obtained at the touch of a button using only internal data sources.

□ Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

□ Receive Information

☑ Provide Direction

□ Approve

REQUEST RATIONALE:

 Relevant Plans/Policies: N/A

- Required: N/A
- Council Request: N/A
- Other Key Facts: N/A

OUTCOMES:

The software provides access for high-speed search, insights, and analytics platform anytime and from anywhere. It provides access to ForceMetrics Data analytics for complex research and pattern of activity reports.

Officers responding to calls often ask dispatch for history about the location or involved parties. The current practice entails officers and dispatchers manually searching both our RMS, CAD, and other databases as well as reading or skimming officer reports from previous calls. Critical information gleaned from these searches include history involving the use or presence of weapons, history of subjects who have fought officers or resisted arrest, and previous reports of domestic violence. Having this type of information provides greater situational awareness for officers and provides supervisors with data to consider for the adequate deployment of resources.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- Timeline (previous or planned): N/A
- Outreach Methods and Results: N/A
- Feedback Summary: N/A

BUDGET IMPACT:

Total Cost:

Year 1 \$45,000.00 (\$80,580.00 discount for being the first in State to use this product) Year 2 <u>\$75,000.00</u>

Total: \$120,000.00

Approved in current biennial budget:	🗆 Yes	🛛 No	🗆 N/A
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ForceMetrics has the functionality to automatically compile 9-1-1 data, identify non-emergent vs follow-up calls for service, and identify 9-1-1 calls that did not necessarily warrant a uniformed police response.

The next year of the contract is proposed to be paid through the Business Technology Investment Program. Within 2-3 years the Police Department will have a project to replace its Computer Aided Dispatch (CAD) and Records Management System. In addition to the immediate benefit provided to Officers, the ForceMetrics software can also be used to facilitate the implementation of the new system by transferring existing CAD and RMS data into the new platforms. This will significantly reduce staff time, risk of data corruption and will save approximately 1 to 1.5 million dollars on the CAD/RMS replacement cost.

Budget Offer Number:

228 Criminal Justice

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	□ Yes	🗆 No	⊠ N/A
Funding source(s):			

2023-2024 Contingency Funds, future funding through BTIP

Budget/Funding Constraints:

N/A

□ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/19/2024 Committee of the Whole - Public Safety and Human Services		Provide Direction
4/9/2024	Study Session	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/7/2024	Business Meeting	Approve

Time Constraints:

Current pricing is valid until June 30th, 2024

ANTICIPATED RESULT IF NOT APPROVED:

The department will not pursue a contract with ForceMetrics. \$1 to 1.5 million dollar added to cost to the future CAD/RMS replacement project.

ATTACHMENTS:

Attachment A: ForceMetrics License Agreement



ENTERPRISE LICENSE AGREEMENT

This Enterprise License Agreement ("Agreement") is made by and between made by and between ForceMetrics, a Colorado corporation ("ForceMetrics"), and the City of Redmond, a Washington city ("Licensee"), and is effective as of date of last signature ("Effective Date"). ForceMetrics and Licensee may hereinafter be referred to individually as "Party" and collectively as "Parties."

This Agreement sets forth the terms pursuant to which Licensee will be permitted to use ForceMetrics' web-based application software providing law enforcement entities unified search capabilities, visualizations of public safety data, and data linkage from multiple existing data sources related to community impact, operational efficiencies, and performance metrics in order to identify community needs, measure success and mitigate risks ("Licensed Platform"), and Standard Support Services (the "License").

The Term of the License is for two (2) years commencing on May 15, 2024 ("Commencement Date") and ending on May 14, 2026 ("Expiration Date"), with the automatic option to renew up to a total of five (5) years ending on May 14, 2029 ("Expiration Date) as set forth in Section 11 of terms and conditions in this agreement.

The terms of the License are covered by this Agreement, the Terms and Conditions, Schedules A and B, and any and all Statements of Work executed concurrently herewith or at a later date, all of which constitute the complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersede and replace any and all prior or contemporaneous discussions, negotiations, understandings and agreements, whether written and oral, regarding such subject matter, including any previously executed agreements between the Parties unless amended in a writing executed by both Parties.

The Parties have executed and entered into this Agreement as of the latest date set forth below:

LICENSEE: City of Redmond Washington FORCEMETRICS: ForceMetrics

Signature

Name, Title

Signature

<u>Andre C. McGregor, CEO</u> Name, Title

Date

Date



TERMS AND CONDITIONS

1. License Grant. Subject to the terms of this Agreement, ForceMetrics grants to Licensee and its officers, employees and consultants so authorized by Licensee (individually as "User" and collectively as "Users") a non-exclusive, non-transferable, royaltyfree, limited term license to use and install ForceMetrics' web-based application software providing law enforcement entities unified search capabilities, visualizations of public safety data, and data linkage from multiple existing data sources related to community impact, operational efficiencies, and performance metrics in order to identify community needs, measure success and mitigate risks ("Licensed Platform") in Licensee devices, including Licensee-owned and issued desktop computers, laptops and tablets and mobile devices and the like, in connection with the performance of their job duties.

2. Licensed Platform Access. ForceMetrics will be responsible for hosting the Licensed Platform. Licensee and authorized Users will be responsible for obtaining internet connections and other third-party software, hardware and services necessary to access such website through the internet, including without limitation as set forth in <u>Schedule A</u> entitled "Technical Requirements" attached hereto.

3. Standard Support Services. ForceMetrics offers Standard Support Services in connection with the Licensed Platform as further described in Section 13 of these Terms and Conditions and as set forth in <u>Schedule B</u> attached hereto. The Licensed Platform and supporting Standard Support Services, including training and support required to enable and maintain the Licensed Platform may be collectively referred to herein as "Service." To the extent any additional Standard Support Services are offered, they will be set forth in a Statement of Work.

4. Custom Professional Services. To the extent any Standard Support Services or other Service involves development of any customization or configuration to the software or Licensed Platform ("Custom Professional Services"), such Custom Professional Services shall be set forth in a Statement of Work, and intellectual property rights therein shall be owned by ForceMetrics.

5. Credentials. Licensee will ensure that each User creates and keeps strictly confidential a unique user ID and password for access to the Service, and Licensee will remain responsible for any and all actions taken using Licensee's account.

6. General Restrictions. Licensee shall use the Service solely for its internal business purposes in accordance with this Agreement. Licensee will not (and will not permit Users or any third party to): (a) rent, lease, provide access to or sublicense the Service to any third party; (b) use the Service to provide, or incorporate the Service into, any commercial offering (or otherwise directly expose the functionality of the Service) for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service; or (d) remove or obscure any proprietary or other notices contained in the Service, including references or notices with respect to Federal Bureau of Investigation Criminal Justice Information Services.

7. **Operation Restrictions.** It may be dangerous to operate a

moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Licensee agrees that Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. ForceMetrics is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

8. Licensee Data. "Licensee Data" means any information or other data of any type which is input by a User into the Service. Licensee retains all right, title and interest in and to any such Licensee Data. Licensee hereby grants to ForceMetrics a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and publicly perform and display the Licensee Data in its development and marketing of the Service and as set forth in Section 18 below.

9. Licensee Obligations. Licensee will ensure Users' use of the Service and Licensee Data is at all times compliant with Licensee's privacy policies and applicable laws, regulations and conventions applicable thereto, including, without limitation, those related to privacy, data security and the handling of Personal Data. Licensee is solely responsible for the accuracy, content and legality of Licensee Data. Licensee represents and warrants to ForceMetrics that Licensee has sufficient rights in the Licensee Data to grant the rights granted to ForceMetrics in Section 8 above and the Licensee Data does not infringe or violate the intellectual property, publicity, privacy or other rights of any third party. Licensee acknowledges and agrees that ForceMetrics shall not be liable for any damages that may result from Licensee's use of the Service in transmitting, uploading, collecting managing or otherwise processing any sensitive personal information, financial information, protected health information, or other special categories of personally identifiable information or data ("Personally Data").

10. ForceMetrics Obligations. ForceMetrics will ensure that the Service and use or processing of Licensee Data is at all times compliant with ForceMetrics' privacy policies and applicable laws, regulations and conventions applicable thereto, including, without limitation, those related to privacy, data security and the handling of Personal Data.

Term and Termination. The "Term" of this Agreement shall 11. be as set forth on Page 1 of this Agreement. At the end of the Term, Licensee access to the Service will automatically renew unless Licensee provides timely notice of non-renewal expires. Should this Agreement not be renewed, each Party will return or destroy the other Party's Confidential Information. Licensee acknowledges that following termination it shall have no further access to any Licensee Data input into the Service. Within ninety (90) days following termination, ForceMetrics will delete the Licensee Data. At any time after the first year of the Term, either Party may terminate this Agreement at any time for any or no reason upon written notice to the other Party. Nothing herein obligates either Party to enter into any further agreement with the other Party. This Section 11 and Sections 9 (Licensee Obligations), 14 (Confidential Information), 16 (Intellectual Property Rights), 19 (No Warranty), 20 (Limitation of Liability), 21 (Indemnification and Insurance), and 22 (General) will survive any expiration or termination of this Agreement. Section 10



(ForceMetrics Obligations) will also survive any expiration or termination of this Agreement but only until the deletion of the Licensee Data from the Service.

Payment Terms. Licensee will pay ForceMetrics as set 12. forth in the Agreement or any applicable Statement of Work. Payments will be due on or before the date due and payment must be made in US Dollars. Taxes might apply. Sales tax and import duties are not included. State and local taxes may apply unless a valid exemption certificate is on file or submitted at the time of order. Fees are subject to annual increase by five percent (5%) which increase shall be self-operative and without additional notice. ForceMetrics reserves the right to charge interest on past due amounts at a rate of one and one-half percent (11/2%) per month or the maximum amount permissible under applicable law (whichever is less) from the original date due until paid. In the event of Licensee default or late payment, Licensee shall reimburse ForceMetrics for all costs of collection, including but not limited to reasonable attorney's fees. ForceMetrics reserves the right to withhold access to the Service if timely payment is more than sixty (60) days overdue.

13. Training and Support. ForceMetrics will provide reasonable in-person and/or virtual training and other support for Licensee during the Term as set forth in Schedule B.

14. Confidential Information. Licensee and ForceMetrics may disclose to each other information regarding their respective businesses and technologies which information is either identified at the time of disclosure as confidential or which should be reasonably known by the receiving Party to be confidential ("Confidential Information"). The Service is Confidential Information of ForceMetrics and all Licensee Data is Confidential Information of Licensee. Except as specified otherwise herein, the receiving Party will (i) hold in confidence and not disclose any Confidential Information to third parties and (ii) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a need to know, provided that such representatives are bound to confidentiality obligations no less protective of the disclosing Party than this Section 14 and that the receiving Party remains responsible for compliance by any such representative with the terms of this Section 14. These restrictions on disclosure will not apply to any information which: (a) is or becomes generally known or publicly available through no act or omission of the receiving Party; (b) is known by the receiving Party without confidentiality restriction at the time of receiving such information, as shown by written records; or (c) is furnished to the receiving Party by a third party without confidentiality restriction. The receiving Party may make disclosures to the extent required by law or court order, provided the receiving party notifies the disclosing party in advance and cooperates in any effort to obtain confidential treatment. The receiving party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party the disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

Data Security and Processing. ForceMetrics will maintain 15. administrative, physical, and technical safeguards designed to protect the security and confidentiality of Licensee Data, including measures designed to prevent unauthorized access, use, modification, or disclosure of Personal Data. ForceMetrics and Licensee agree to operate in conformance with the physical, technical, operational, and administrative measures and protocols regarding data security for the Service as set forth in the Federal Bureau of Investigation Criminal Justice Information Services Security Policy ("CJIS") Document ID: CJISD-ITS-DOC-08140-5.9 (as published in version 06/01/2020). Licensee agrees as follows: (a) to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Licensee Data; (b) to protect the Licensed Platform and any Licensee Data by monitoring and auditing User and staff activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) to provide access to the Licensed Platform and any Licensee Data through Licensee-managed role-based access only; (d) to create and retain activity transaction logs to enable auditing by ForceMetrics staff, CJIS and any Licensee Data owners; (e) Licensee agrees to perform independent employment background screening for its staff at Licensee's own expense; and (f) Licensee agrees to reinforce staff policies for creating User accounts with only one Licensee domain email address for each User. Licensee may run background checks on ForceMetrics employees that will have access to Licensee Data in the production environment and/or Licensee's physical premises.

Intellectual Property Rights. This is an agreement for 16. Licensee's access to and use of the Service during the Term. Licensee acknowledges that it is obtaining only a limited right to utilize the Service during the Term and that no ownership rights or extended usage rights are granted to Licensee under this Agreement. Licensee agrees that ForceMetrics retains all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Service, to any and all related and underlying technology and documentation for the Service, and to any derivative works, modifications or improvements of any of the foregoing, specifically including any Feedback ("ForceMetrics Technology"). Except as expressly set forth in this Agreement, no right, title or interest in any ForceMetrics Technology is granted to Licensee. ForceMetrics may use Licensee's name and logo in lists of customers and marketing materials, including media opportunities and case study development provided that such use will comply with any standard trademark guidelines provided by Licensee to ForceMetrics.

17. Feedback; Service Data. From time-to-time during the Term, ForceMetrics may request from or receive from Licensee, such as in surveys, comments, questions, suggestions or other feedback relating to the Service or otherwise to ForceMetrics' products and services ("Feedback"). ForceMetrics may freely use or exploit Feedback in connection with the Service as well as any of its other current or future-developed products or services.

18. Derived Data. Licensee acknowledges and agrees that ForceMetrics shall have the right to utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any Licensee Data, including configurations,



categorization and classification of data, log data, performance results and Personal Data, resulting from Licensee's use of the Service ("Derived Data"). Derived Data, as used herein, shall also mean any information or data of any kind which has been created or derived by ForceMetrics during the scope of providing Services which is the result, directly or indirectly, from the manipulation, derivation, calculation or analysis of Licensee Data (whether generated by human or machine) whether alone or in conjunction with other data such that (i) Licensee Data cannot be identified by visual inspection, extracted or reverse engineered from it, (ii) it is substantially different from and does not resemble Licensee Data, unless any resemblance is purely coincidental following a bona fide and demonstrable derivation process, (iii) it has been de-identified, aggregated or anonymized such that it includes no Personal Data, (iv) it is used for security and operations management, to create statistical analyses, for research and development purposes and incorporated into aggregated and anonymized data sets for the purpose of improving and commercializing products, software, technology and services of ForceMetrics. Derived Data is owned by ForceMetrics and will not include any Licensee Confidential Information. Derived Data may be collected by ForceMetrics for any lawful business purpose without a duty of accounting to Licensee, provided that the Derived Data is used only in an anonymized, de-identified, or aggregated form, without specifically identifying the source of the Derived Data. On creation, ForceMetrics shall own all Intellectual Property Rights in the Derived Data.

No Warranty. THE SERVICE IS PROVIDED "AS IS" AND 19. FORCEMETRICS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FORCEMETRICS DOES NOT WARRANT THAT LICENSEE'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES FORCEMETRICS WARRANT THAT IT WILL REVIEW THE LICENSEE DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE LICENSEE DATA WITHOUT LOSS. FORCEMETRICS SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS. SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OF FORCEMETRICS' REASONABLE CONTROL. LICENSEE MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, IS LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

20. Limitation of Liability. EXCEPT FOR EXCLUDED CLAIMS, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE; AND (B) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (I) THE AMOUNT ACTUALLY PAID BY LICENSEE TO FORCEMETRICS UNDER THIS AGREEMENT OR (II) TEN THOUSAND DOLLARS (USD \$10,000). "Excluded Claim" means any

claim arising (a) from Licensee's breach of Section 1 (License Grant) or Section 6 (General Restrictions). (b) under Section 9 (Licensee Obligations), or (c) from a Party's breach of its obligations in Section 14 (Confidential Information). FORCEMETRICS' LIABILITY FOR DAMAGES ARISING FROM A BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY IN SECTION 14 OF THIS AGREEMENT SHALL NOT EXCEED TWO THOUSAND DOLLARS (\$2,000 USD) PER CLAIM.

21. Indemnification and Insurance.

a. Indemnification by ForceMetrics. ForceMetrics will defend, indemnify and hold harmless Licensee and its Users, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney fees) in connection with any third party claim arising from or related to allegations that use of the Licensed Platform in accordance with this Agreement infringes or misappropriates the intellectual property rights of such third party; provided however, that the foregoing obligations shall be subject to Licensee (1) promptly notifying ForceMetrics of the claim, (2) providing ForceMetrics with reasonable cooperation in defense of such claim, and (3) providing ForceMetrics with sole control over the defense of such claim, including negotiations and/or settlement, as applicable, subject to prior written consent of Licensee which consent shall not be unreasonably withheld, conditioned or delayed, provided that Licensee may participate in the defense of any claim at its own expense with counsel of its choosing. Notwithstanding the foregoing, ForceMetrics shall have no obligation with respect to a third party claim to the extent such claim arises from (i) acts of omissions of Licensee or its affiliates, Users, employees or contractors, (ii) claims brought by Licensee or its affiliates or Users, (iii) use of old versions of the Licensed Platform after notice and receipt of modified or updated software or the like, (iv) use of third party applications, components or data, (v) data, products, information or materials provided by Licensee or a third party, (v) use of the Licensed Platform in connection with modules, apparatus, hardware, software or other services not authorized by ForceMetrics or specified for use with the Licensed Platform by ForceMetrics, (vi) use of the Licensed Platform in any way not authorized or specified by ForceMetrics, or (vii) alteration or modification of the Licensed Platform by a party other than ForceMetrics. If the Licensed Platform is (or ForceMetrics believes is likely to become) the subject of a claim for which ForceMetrics would be obligated to defend and indemnify pursuant to this Section 21, the ForceMetrics may, at its sole option: (A) obtain for Licensee the right to continue use of the Licensed Platform; (B) provide a substitute platform to Licensee provided there is no material loss of functionality.; or (C) terminate this Agreement and refund any prepaid fees for the Licensed Platform applicable to periods after the date of such termination.

b. Indemnification by Licensee. To the extent authorized by the constitution and the laws of the State of Washington, Licensee will defend, indemnify and hold harmless ForceMetrics and its affiliates, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney fees) in connection with (1) any third party claim arising from or relating to allegations that (i) use of data, products, information or materials provided by Licensee hereunder, including without limitation,



Licensee Data, infringes or misappropriates the intellectual property rights of such third party or violates applicable law, (ii) Licensee or its User, affiliate, employee, agent or independent contractor violates applicable law, or (iii) Licensee's breach of this Agreement; provided however, that the foregoing obligations shall be subject to ForceMetrics (A) promptly notifying Licensee of the claim, (B) providing Licensee with reasonable cooperation in defense of such claim, and (C) providing Licensee with sole control over the defense of such claim, including negotiations and/or settlement, as applicable, subject to prior written consent of ForceMetrics which consent shall not be unreasonably withheld, conditioned or delayed, provided that ForceMetrics may participate in the defense of any claim at its own expense with counsel of its choosing, (2) disabling a User's access to the Licensed Platform at Licensee's request, or (3) the actions or failure to act of Licensee, its affiliates, Users, employees or contractors, including willful, fraudulent, or negligent or reckless acts or omissions, resulting in any third party claim for personal injury or death, damage to personal property or reputation, environmental damage, interference with contract or employment, or violation of privacy.

c. Insurance. ForceMetrics shall maintain insurance coverages as follows written by companies with an A.M. Best rating of at least B+/A-.

1. Commercial General Liability insurance, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. 2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.

3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

4. Professional Liability (Directors and Officers Liability) and Cyber Risk Insurance (including technology and media errors and omissions, privacy and network security), covering acts, errors, and omissions arising out of ForceMetrics' operations or services with minimum limits of \$1,000,000 per occurrence, \$1,000,000 annual aggregate.

22. Export Control. In performance of this Agreement, Licensee and ForceMetrics each agree to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (a) Licensee and ForceMetrics each represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (b) Licensee will not (and will not permit any of its users to) access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (c) Licensee will not submit to the Service any information that is controlled or prohibited under any U.S. trade regulations.

23. General. This Agreement will be governed by and construed under the laws of the State of Washington. Any suit or proceeding arising out of or relating to this Agreement will be commenced exclusively in the state or federal courts in King County, Washington and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. The parties are independent contractors and no employment, agency, or joint venture is created hereunder. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by (a) registered or certified mail, postage prepaid and return receipt requested, (b) nationally recognized delivery or courier service with tracking service, or(c) delivered by hand to the party to whom such notice is required or permitted to be given, at the addresses of the Parties set forth below (or such other addresses as the parties may designate from time to time by like notice): ForceMetrics, 2590 Welton Street, Suite 200, Denver, Colorado 80205; and Licensee, City of Redmond Washington 15670 NE 85th Street First Floor Redmond, WA 98052. ForceMetrics will not be responsible for any delay or failure to perform any obligations to Licensee which is caused by any Force Majeure event or other action beyond a Party's control. "Force Majeure" will include but not be limited to: acts of nature, floods or fire; transportation, power or other supply shortages or unavailability, failure or delays; strikes or labor shortages; government actions, orders or restrictions; disease or pandemic; and wars, insurrections, or acts of terrorism. If the Force Majeure event continues for a period of time that makes performance hereunder impossible or impracticable, either Party may terminate the Agreement upon thirty (30) days' written notice to the other Party. All amendments must be in writing and signed by both parties. Waivers must be in writing and no waivers will be implied. Licensee may not assign or amend this Agreement without the prior written consent of ForceMetrics, and any purported assignment or amendment in violation of the foregoing will be void. ForceMetrics may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of ForceMetrics' assets or voting securities. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof will be unaffected and remain in full force and effect. This Agreement is the final, complete and exclusive agreement between the Parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. All other use by Licensee is prohibited.



Schedule A to Enterprise License Agreement – Technical Specifications

Levels of Technical Requirements required for levels of Licensed Platform performance:

Critical Technical Requirements for Licensed Platform (Basic Performance) – Minimum required	 Entity must be the legal and lawful owner of the data, or have a memorandum of understanding between agencies to use data they do not own.
	 Access to all appropriate personnel (e.g., project manager, key stakeholders, and technical representatives) reasonably required for implementing ForceMetrics data collection software.
	 A complete understanding of any role-based access control or security locked records in the data systems to be accessed by ForceMetrics.
	 Actual access to the appropriate data for Computer-Aided Dispatch (CAD) and Records Management System (RMS).
	 Acceptable availability of appropriate data servers (99% uptime per year) apart from pre-scheduled downtime or other maintenance (for which ForceMetrics receives reasonable advance notice).
	• Licensee is responsible for all activities that occur under User accounts.

Highly Recommended Technical Requirements for Licensed Platform (Standard Performance)	 Critical Technical Requirements listed above. Reasonable virtual server capacity (e.g. not oversubscribed virtual server). Reasonable virtual machine capacity (e.g. minimum specifications of 16GB RAM, 250BG hard disk, 4 CPUs). Access to relevant documentation (e.g., system documentation, database schemas, internal documents, procedures, or requirements). Access to replicated database servers (non-production mission critical systems) such as CAD and RMS.
Г	

Preferred Technical Requirements for Licensed Platform (Optimal Performance)	 Critical Technical Requirements and Highly Recommended Technical Requirements listed above. Data dictionaries for CAD, RMS, or any system from which data will be synchronized.
	Contact information for any third-party vendors.



Schedule B to Enterprise License Agreement - Standard Support Services

1. Licensed Platform Support

Training and support for the Licensed Platform is included in the Subscription Fees at no additional cost and entitles Licensee to the following:

- a. Telephone or electronic support to help Licensee locate and correct problems with the Licensed Platform.
- b. Bug fixes and code corrections to correct malfunctions.
- c. Extensions, enhancements, and other changes that ForceMetrics, at its sole discretion, makes or adds to the Licensed Platform and which ForceMetrics furnishes, without charge, to all other Licensees of the Licensed Platform.

2. Response and Resolution Goals

- a. "Business Hours" means Monday-Friday, 8am-6pm Mountain Time excluding local holidays.
- b. "Fix" means the repair or replacement of a component of the Licensed Platform in the form of patch or e-fix to remedy a Problem.
- c. "Problem" means a defect in the Licensed Platform that significantly degrades the use of the Licensed Platform.
- d. "Respond" means acknowledgement of a Problem received with assigned support engineer, date/time assigned, and severity.
- e. "Workaround" means a change in the procedures followed or data supplied by Licensee to avoid a Problem without substantially impairing Licensee's use of the Licensed Platform.

3. Accessing Support

- a. ForceMetrics offers several ways to resolve any technical difficulties. In addition to online help, which can be accessed by clicking the "Help" or "Feedback" tab when logged into the Licensed Platform, function-specific help information can be accessed using the '?' option.
- b. The support email address is support@forcemetrics.ai. The support phone number is (415) 475-9176 which is available on a case-by-case basis at pre-scheduled times. On-site support is available on a case-by-case basis and for critical data collection or application functionality issues.

4. Response Times for Support

Problem Severity	Response Goals	Resolution Goals
1. The Licensed Platform is down or seriously impacted and there is no reasonable Workaround currently available.	Respond within 2 Business Hours	Will use commercially reasonable efforts to provide a Workaround or Fix within 24 Business Hours, once the Problem is reproducible or once the defect is identified
2. The Licensed Platform is seriously affected. The issue is not critical and does not comply with the Severity 1 conditions. There is no Workaround currently available or the Workaround is cumbersome to use.	Respond within 4 Business Hours	Will use commercially reasonable efforts to provide a Workaround or Fix within 7 business days once the Problem is reproducible or once the defect is identified.
3. The Licensed Platform is moderately affected. The issue is not critical and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available Workaround.	Respond within 8 Business Hours.	Will use commercially reasonable efforts to provide a Workaround or Fix within 10 business days, once the Problem is reproducible or once the defect is identified.
4. Non-critical issues, functionality not as contemplated.	Respond within 12 Business Hours.	Resolution of a Problem may appear in future releases of the Licensed Platform.



Memorandum

Date: 4/16/2024 Meeting of: Committee of th	e Whole - Public Safety and Human	File No. CM 24-167 Services Type: Committee Memo
TO: Committee of the Whole FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CO		
Police	Chief Darrell Lowe	425-556-2521
DEPARTMENT STAFF:		
Police	Brian Coats	Deputy Chief

TITLE:

Redmond Police Department Quarterly Police Activity Update

OVERVIEW STATEMENT:

This presentation for Council provides a three-year overview of police call activity and crimes, serving as a year-end report for 2023 and police activity report for the first quarter of 2024. The packet contains a PowerPoint presentation, summary reports for 2023 and 2024 My90 Survey responses, and the 2023 Police Department Annual Report.

This report is for the council to receive information.

□ Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information

□ Provide Direction

□ Approve

REQUEST RATIONALE:

- Relevant Plans/Policies: N/A
- Required: N/A
- Council Request: N/A
- Other Key Facts: N/A

OUTCOMES:

Police staff evaluate crime data from a historical and current perspective to develop crime reduction strategies.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- Timeline (previous or planned): N/A
- Outreach Methods and Results: N/A
- Feedback Summary: N/A

BUDGET IMPACT:

7.1.1.0			
Total Cost: N/A			
Approved in current biennial budget:	□ Yes	🗆 No	🛛 N/A
Budget Offer Number: N/A			
Budget Priority : N/A			
Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	□ Yes	🗆 No	⊠ N/A
Funding source(s): N/A			
Budget/Funding Constraints: N/A			
Additional budget details attached			

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action

Date: 4/16/2024
Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 24-167 Type: Committee Memo

N/A

None proposed at this time

N/A

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: 2024 Police Department Quarterly Police activity and My90 Survey Responses Attachment B: 2023 Police Department Annual Report

Quarterly Police Activity Update

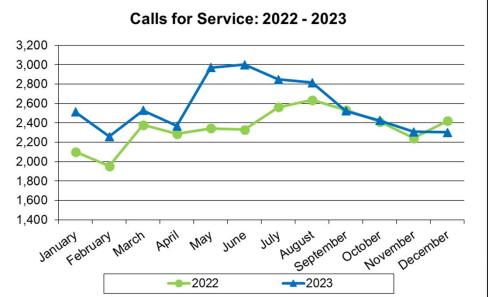
April 2024 Police Chief Darrell Lowe



Annual Calls For Service

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Calls For Service	2022	2023	2022-2023 % Change
January	2,100	2,511	19.6%
February	1,952	2,257	15.6%
March	2,378	2,527	6.3%
April	2,285	2,367	3.6%
Мау	2,343	2,971	26.8%
June	2,329	3,001	28.9%
July	2,561	2,847	11.2%
August	2,634	2,814	6.8%
September	2,532	2,522	-0.4%
October	2,412	2,426	0.6%
November	2,242	2,308	2.9%
December	2,418	2,302	-4.8%
Year To Date Comparison	28,186	30,853	9.5%



We handled 2,667 additional calls in 2023, which represent a 9.5% increase in service demand.



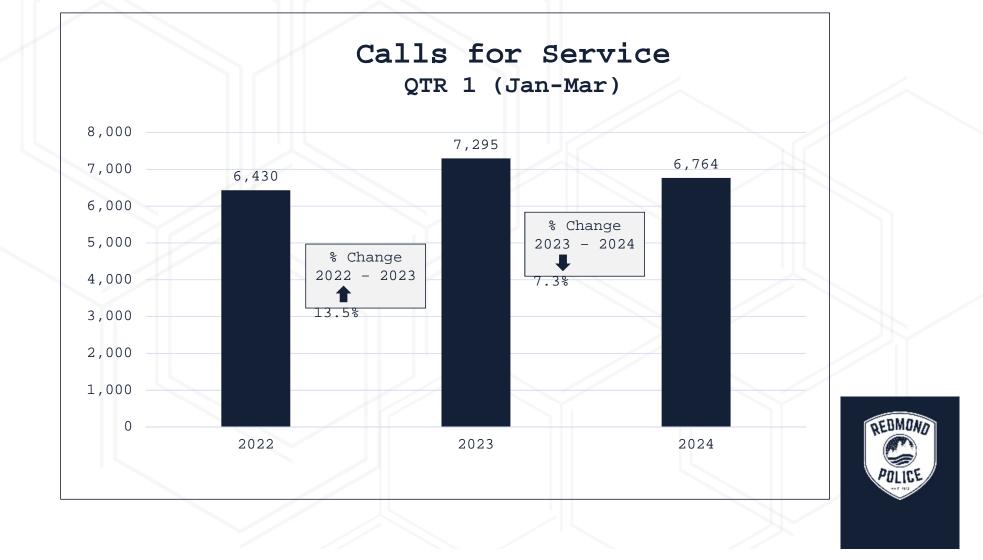
Crime Counts and Percent Change (2023)

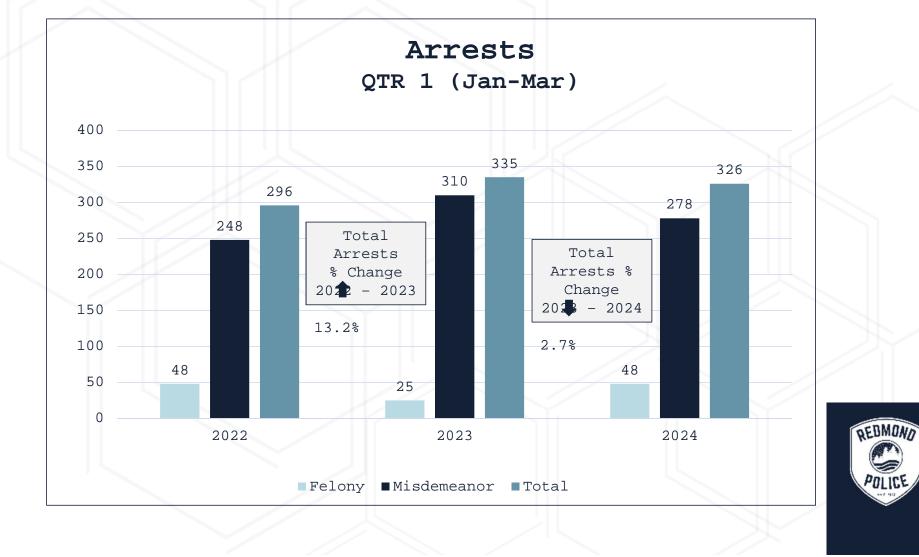
Crime Increased by 5.5% in 2023

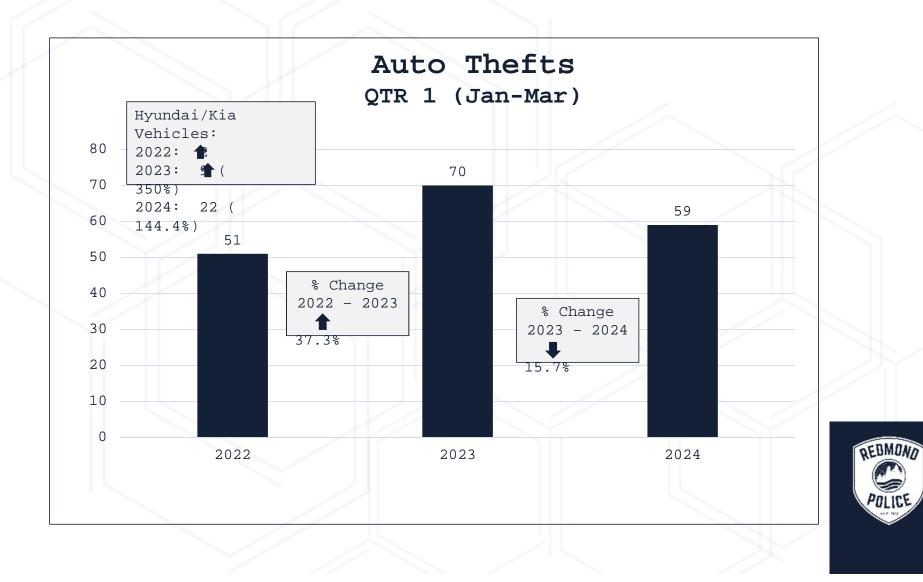
Offenses by Category - Count					
Offenses ▲	2019	2020	2021	2022	2023
Persons	352	307	306	392	525
Property	2,814	3,053	3,129	3,743	3,822
 Society (Quality of Life) 	386	314	138	55	74
Total	3,552	3,674	3,573	4,190	4,421

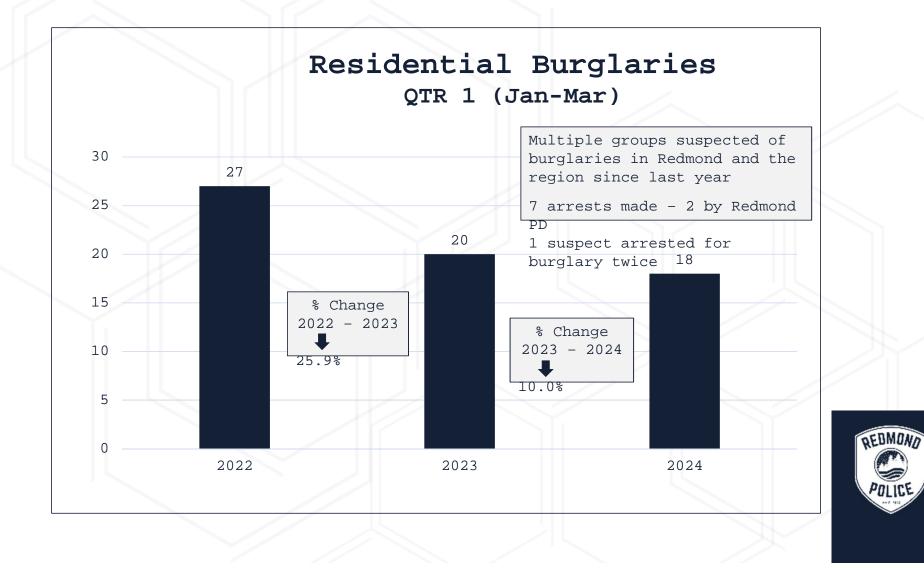
Offenses by Category - Percent Difference					
Offenses	2019 vs 2020	2020 vs 2021	2021 vs 2022	2022 vs 2023	
Persons	-12.8%	-0.3%	28.1%	33.9%	
Property	8.5%	2.5%	19.6%	2.1%	
 Society (Quality of Life) 	-18.7%	-56.1%	-60.1%	34.5%	
Total	3.4%	-2.7%	17.3%	5.5%	

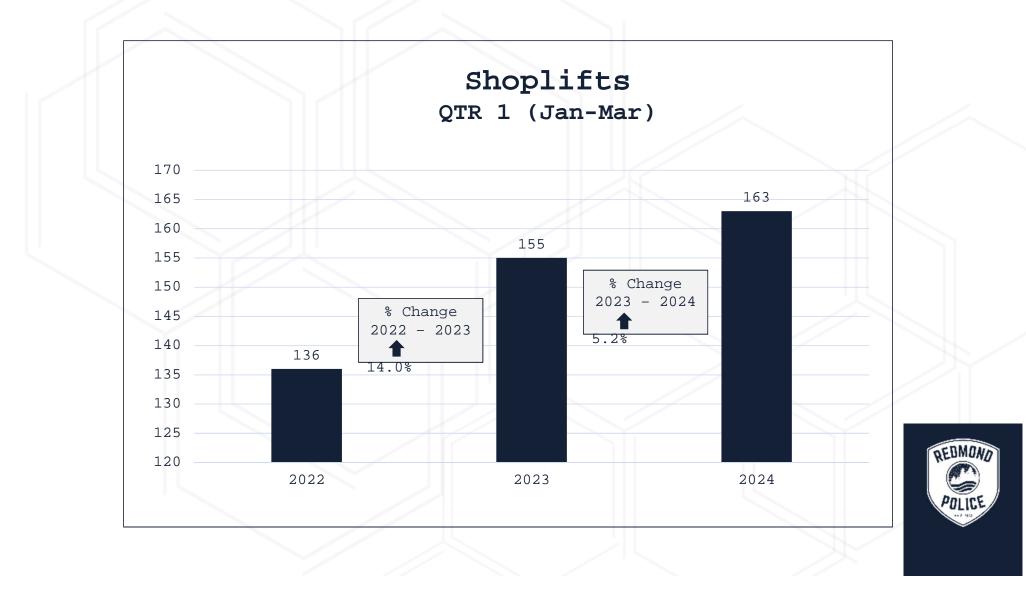


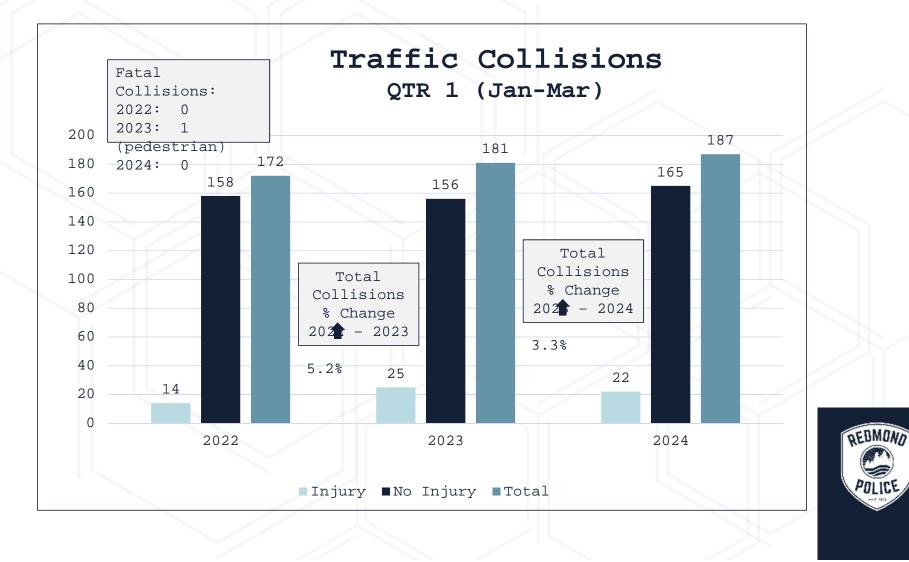


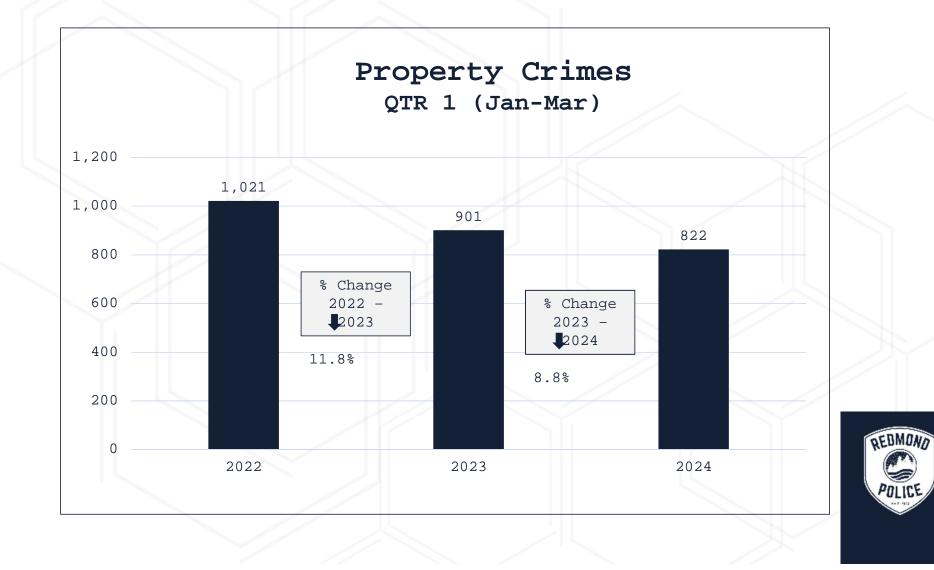














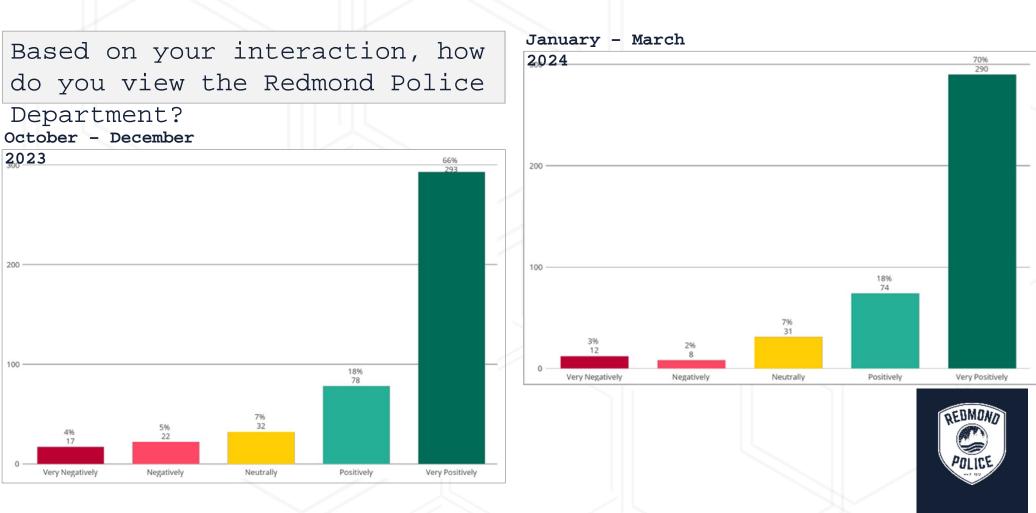
*Violent Crimes include Murder, Nonnegligent Manslaughter, Forcible Sex Offenses, Aggravated Assault and Robbery

My90 Survey

- The My90 Survey is an Axon product the police department has been piloting since last June
- Community members are sent an automatically generated survey following their interaction with a police employee.
- The survey responses included whether they:
 - o Had a positive view of the agency
 - o Were they treated with respect
 - o Were they treated fairly
 - o Did they feel listened to
 - o Did they understand what they were told
 - o Did they have their questions answered

- Should the department invest in My90 following this pilot, the program will be managed by the Community Engagement Unit.
- The Community Engagement Unit will routinely review the survey responses and follow up as necessary.

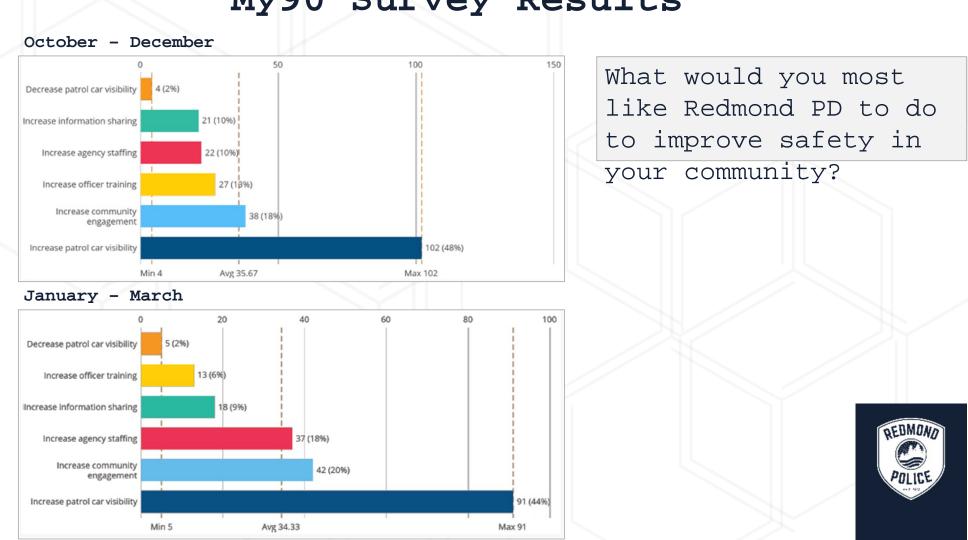




My90 Survey Results



My90 Survey Results



My90 Survey Results





ANNUAL REPORT 2023

Redmond Police Department









Letter from Mayor Angela Birney and Chief Darrell Lowe



Mayor Angela Birney and Chief Darrell Lowe

Our Values

Respect Willingness to show consideration regarding others with honor.

Professionalism: Work, deeds, actions, and presentation that demonstrate excellence.

Dedication: Practicing and promoting a high set of standards and values; walking the walk even when no one is looking; organization first. The City of Redmond and the Redmond Police Department are excited to present the 2023 Annual Report. Our dedicated team of police officers and professional staff members made significant strides in enhancing community safety through collaboration, compassion, fairness, and technology.

We continue to refine and update our practices and policies to ensure we are operating consistent with or exceeding "best-practices" for law enforcement.

Our community-oriented outreach extends beyond Redmond. In 2023, Chief Lowe served as President-Elect on the Executive Board of the Washington Association of Sheriffs and Police Chiefs (WASPC) and as past president of the King County Chiefs and Sheriffs Association.

We are committed to actively participating in local discussions about alternative responses and expanding mental health service delivery to include a community response model.

We encourage community members to connect with us through our various programs and safety events, including Community Preparedness, Community Police Academy, Coffee with a Cop, National Night Out, Derby Days, Police Cadets, Community Equity Advisory Team, and more.

Our policing culture is one of inclusivity and openness, and we strive to be a safe and welcoming community for all. We appreciate your continued support and look forward to serving you.

Sincerely,

Angela Birney, Mayor City of Redmond

Darrell Lowe, Chief Redmond Police Department

A LOOK AT REDMOND POLICE

77,490

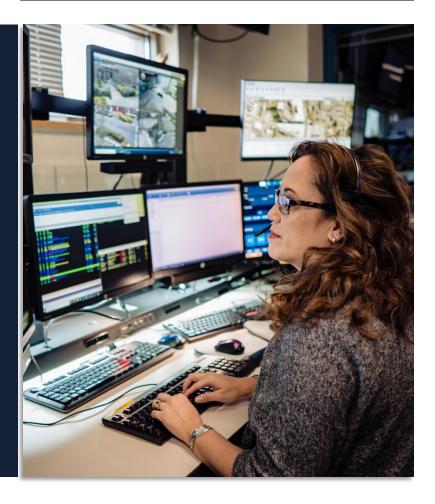
Population of Redmond (WA State Office of Financial, Forecasting, & Research Division)



Total Calls to Communications Center

38,892

Total Computer-Aided Dispatch (CAD) Calls Processed by Communications Center

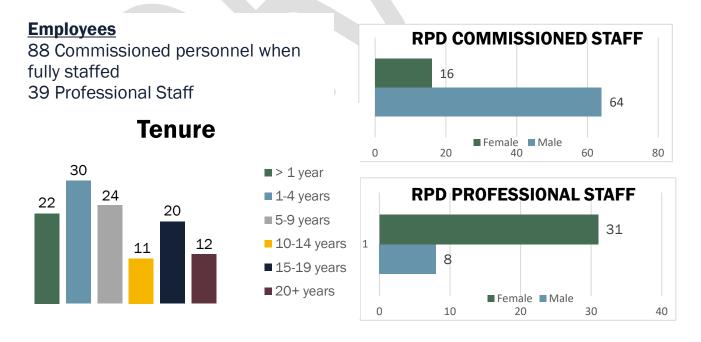


STATISTICS	2022	2023
Total calls to RPD Communications Center	68,679	1 68,737
Total 911 calls	18,088	↓ 17,835
Average 911 call answer rate (in seconds)	4.83	4.83



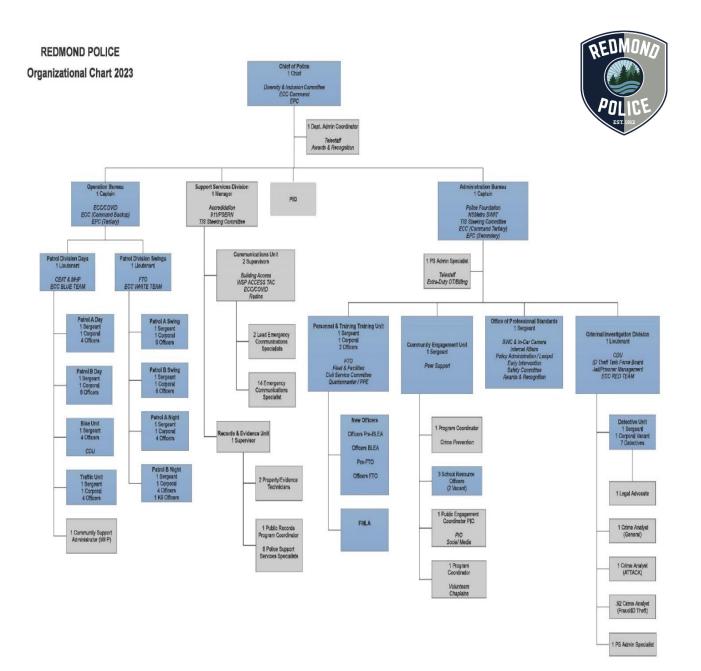
DEPARTMENT AT A GLANCE

The Redmond Police Department is committed to providing quality service to community members by fostering relationships through collaboration, compassion, inclusivity, fairness, and communication. In 2023, the Redmond Police Department employed 119 personnel.



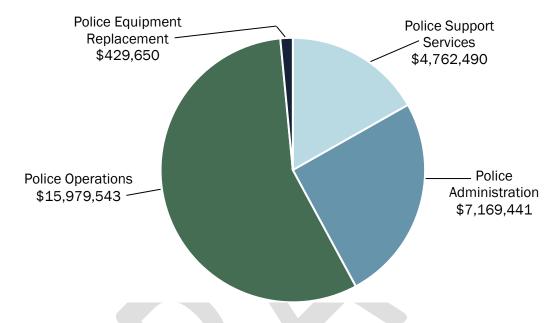
ORGANIZATIONAL STRUCTURE

The Redmond Police Department includes 80 sworn police officers, 39 professional staff members, and a cadre of dedicated volunteers.



2023 ANNUAL BUDGET

ANNUAL BUDGET \$28,341,124



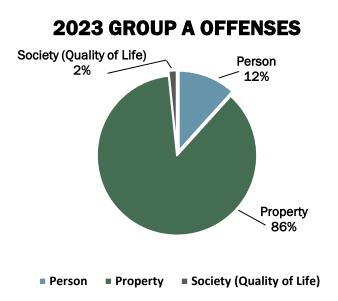
In addition to the budgets for each of the departments, expenditures were broken down as follows:

- Salaries and Benefits: \$21,548,886
- Office and Operating Supplies: \$1,020,635
- Outside Services Including intergovernmental: \$4,010,773
- Capital Outlay: \$138,338
- Interfund Expenditures: \$1,083,573

Most of the funding sources for the department are provided from the General Operating Fund. The Police Department also generated approximately \$1.25 million in revenue, primarily from general licenses and permits, fines, local and state intergovernmental revenue, grants, and general service charges.

CRIME AT A GLANCE National Incident-Based Reporting System (NIBRS) Group A Offenses

We work around the clock to protect and serve our community. Overall, the city remains a safe place to live, work, and visit. In 2023 we saw a 5.5% increase in the number of crimes compared to 2022. This is consistent to the increase seen in many cities in the region. The highest crime trends we continue to see are property crimes, which include burglaries, larceny thefts, motor vehicle thefts, and property destruction.



	GROUP A O	FFENSES		
Crimes Against	2022	% of Total	2023	% of Total
Person	391	9.3%	525	11.9%
PEISOII	391	9.570	525	LT.3/0
Property	3,772	89.4%	3,821	86.5%
Society (Quality of				
Life)	55	1.3%	73	1.7% 1
Total Group A Offenses	4,218	100.0%	4,419	100.0%

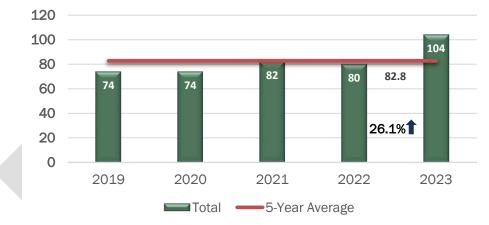
GROUP A OFFENSE	S
Person	525
Murder	2
Manslaughter	2
Rape	17
Sodomy	3
Sexual Assault w/Object	1
Sexual Battery	13
Aggravated Assault	41
Simple Assault	268
Intimidation	63
Kidnapping	4
Incest	2
Statutory Rape	1
Human Trafficking	
Offenses	0
Violation of No	
Contact/Protect.	98
Property	3,821
Robbery	32
Burglary	247
Larceny-Theft Offenses	1,914
Motor Vehicle Theft	260
Arson	7
Destruction of Property	892
Counterfeiting/Forgery	17
Fraud Offenses	347
Embezzlement	8
Extortion/Blackmail	18
Bribery	0
Stolen Property Offenses	79
Society (Quality of Life)	73
Animal Cruelty **	1
Drug/Narcotic Violations	14
Drug Equipment	
Violations	22
Gambling Offenses	0
Pornography	14
Prostitution Offenses	0
Weapon Law Violations	22
Total Group A Offenses	4,419

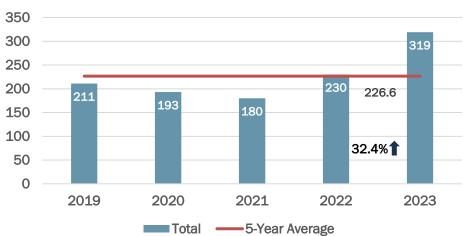
CRIME TRENDS

Motor Vehicle Thefts



Residential Burglaries

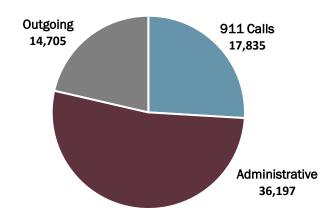




Assault

COMMUNICATIONS UNIT

CALLS PROCESSED BY COMMUNICATIONS CENTER



TOTAL NUMBER OF CALLS IN 2023: 68,737

The E-911 Police Department Communications Center is staffed 24 hours a day, seven days a week and handles 911 and non-emergency calls for the City of Redmond and the City of Duvall.

The Communications staff maintains radio communications with approximately 80 police officers. All activities are tracked in a Computer-Aided Dispatch (CAD) system. The Communications team fields and dispatches emergency and non-emergency calls and provides data for responding patrol officers. They handle anything from running license plates to checking a suspect's identity for warrants to calling tow trucks to clear collision scenes quickly. The Communications Unit provides guidance and instructions over the phone to people calling for help. They are truly the first responders to many critical incidents.

The Communications Center is the after-hours contact for public works, utility problems, and other City of Redmond emergencies. Other calls include internal department calls from officers or staff needing assistance and calls from other law enforcement agencies or government offices.

The Communications Team also enters stolen items, bench warrants, and court orders into local, state, and national databases.

The average 911 call answer rate was 4.83 seconds for the second year in a row. The national average standard for answering 911 calls is 10 seconds.

PATROL UNIT

Patrol officers are the first responders to incidents as they directly respond to calls for service from the 911 Center. The 36 officers, six sergeants, and six corporals who serve in patrol are highly trained professionals who keep Redmond safe by employing the latest innovative strategies based on current industry standards.

The Patrol Unit responds on a rotating schedule to emergency and routine calls for service reported by Redmond community members, businesses owners and employees, and visitors.



Officers are assigned to a specific patrol district based on the geography of the city. They are in tune with what is going on in their assigned area of responsibility and establish relationships within the district.

When not dispatched to calls for service, patrol officers make vehicle stops, check suspicious persons, perform welfare checks with persons who may be endangered or need assistance, and patrol their assigned geographic areas. Many patrol officers have specialized training and serve in additional capacities, such as instructors for firearms, defensive tactics, and emergency vehicle operations.

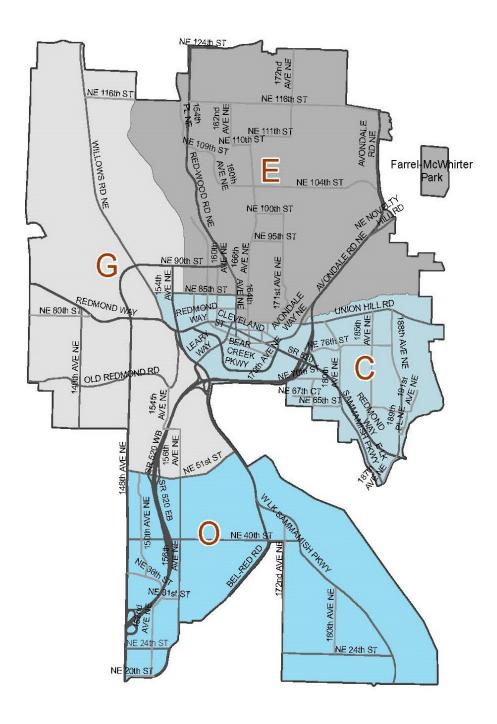
CALLS FOR SERVICE & RESPONSE TIMES

District	Count
City Center	11,161
Education	
Hill	8,207
Grasslawn	3,951
Overlake	5,827
Other	1,708
Total	30,854

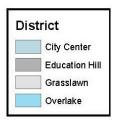
Officer Initiated		
District	Count	
City Center	2,089	
Education Hill	1,642	
Grasslawn	418	
Overlake	918	
Other	359	
Total	5,426	

Citywide F	Response	Times	(Minutes)
	Average Pending Time	Average Travel Time	Average Response Time
Emergency	2.12	4.27	6.38
Non- Emergency	12.51	5.21	17.72

DISTRICT MAP







TACTICAL UNIT

Redmond Police Department is a member of the North Sound Metro Special Weapons and Tactics (SWAT) and the Crisis Negotiation Team (CNT).

North Sound Metro is a multijurisdictional SWAT and Crisis Negotiation team comprised of officers from Redmond, Lynnwood, Edmonds, Mountlake Terrace, Bothell, Lake Forest Park, Kirkland, Mill Creek, Mukilteo, and Monroe. The team is trained to address potentially serious incidents such as volatile situations, arrests of violent and armed suspects, hostage situation, barricaded persons, and high-risk search warrants.



The SWAT and CNT teams work in partnership to resolve highly volatile incidents peacefully.

UNMANNED AIRCRAFT SYSTEMS

The Patrol and Traffic Unit deploys Unmanned Aircraft Systems (UAS) to search for suspects, missing and endangered people, and provide situational awareness for officers from an aerial perspective. UAS are also used for serious traffic collisions, criminal investigations, and fire scenes.

A UAS has been used for security overwatch and intelligence gathering during demonstrations and protests and Redmond UAS pilots have assisted neighboring jurisdictions on several occasions.



In 2023, RPD had 238 UAS deployments. This program is another example of how RPD leads the way in innovative policing.

In 2024 the Redmond police will pilot the UAS as a first response resource. This is known as DFR (Drone as First Responder). This utilization of the UAS has been proven to be very successful in other jurisdictions across the country, decreasing police response by up to 25% in some cases. DFR also provides real-time situational awareness for officers when they do need to respond to a call for service.

RECRUITING AND HIRING UNIT

The Redmond Recruiting and Hiring Unit consists of a sergeant, two recruitment officers, and an administrative specialist who are responsible for conducting background checks, recruiting, and hiring for all positions within the department.

The Redmond Police Department is a fullservice agency comprised of an authorized 88 officers and 39 professional staff who enjoy the privilege of working within a supportive community. RPD is always seeking well-qualified entry, exceptional, lateral police officers, and professional staff.



Anyone interested in becoming an officer or applying for an open professional staff

position, please contact Redmond's recruiting team at <u>policehiring@redmond.gov</u> or call 425-556-2530 to learn more.

Officers hired in 2023: 17 Professional Staff hired in 2023: 6

Officers attrition in 2023: 11 Professional Staff attrition in 2023: 3

5 years	10 years	15 years	20 years	25 years	35 years
Jamie Ford	Toni Bouwman	Rebecca Atkinson	JJ Perry	Greg Twentey	Doug Krueger
Stacy Hochhalter	George Downing	Ryan George			
Eric Rehaume	Beau Collins	Dan Smith			
Rashaun Sinclair	Victoria Jurek	Craig Werre			
Tiffany Stanley	Sasha Lian				
Ty Tomlinson					
Tyler Verwahren					

Captain Tim Gately accepted a promotion to Chief of Police with another agency after 19 years of service with RPD. Lieutenant Julie Beard accepted a promotion to Deputy Chief with another agency after 19 years of service with RPD.

RECORDS UNIT

The Records Unit assists the public and is responsible for various tasks and internal processes within the police department. Records staff works on police case report processing, entry of court orders and preparation of service documents, bench warrants, case filing and maintenance of cases, archiving and security. Records staff assists customers in the lobby and on the non-emergency telephone line and completes statistical reporting of crimes. Records staff reviews every written police case report for accuracy and submits to the National Incident-Based Reporting System (NIBRS), if applicable. The Records Unit is also responsible



for reviewing and redacting all Body Worn and Fleet camera recordings prior to release to prosecutors, other law enforcement agencies, and the public.

The Records Unit handles all public records requests for the police department. Police records requests account for nearly 60% of all public records requests to the City of Redmond. The Records staff works efficiently to ensure the public receives case reports, 911 audio, photographs, and all other requested documents and materials in a timely manner. The Records Unit runs the Concealed Pistol License (CPL) and Firearms Transfer programs. Records employees evaluate every CPL applicant thoroughly due to the safety implications for the community. Records staff work closely with the Public Information Officer to provide data and information to the media.

Public Records Request Data	2021	2022	2023
PRR's Processed	1,449	1,603 🕇	1,914 🕇
Average Processing Time (days)	7.7	9.3 🕇	17.3 🕇

Firearms Data	2021	2022	2023
Firearm Transfer Applications Processed	1,088	1,187 🕇	874 👢
Concealed Pistol Licenses Issued	518	433 🖡	412 🖡

Other Data	2021	2022	2023
Documents Scanned (pages)	42,538	39,717 🖡	44,908 🕇
Body-Worn / Fleet Camera Videos Reviewed	N/A	1,031	7,107 🕇

PROPERTY AND EVIDENCE

The Property and Evidence Unit primarily handles evidence relating to criminal investigations and is staffed by two full-time Evidence Technicians. The technicians are responsible for the intake, storage, security, and release of all property and evidence that is taken into custody. The technicians are also responsible for intaking and storing found property and the safekeeping of items held for arrestees.

Items found within the city limits are held for 60 days. If an owner cannot be located or the owner fails to pick them up, the items are donated, auctioned, or destroyed, depending on the item's condition, and in accordance with state law.

A strict chain of custody must always be maintained to ensure the credibility of criminal investigations and prosecution. Audits and inventories are performed throughout the year by a member of command. When property or evidence is no longer needed for a case, and there is no known owner, or attempts to contact an owner are unsuccessful, the property is destroyed, auctioned, or donated to non-profit organizations.

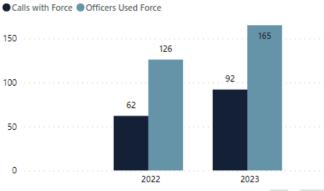
Evidence	2021	2022	2023
Items IN	2,688	2,446 🖡	2,995 🕇
Items OUT	4,358	2,806 🖡	3,186 🕇
ATF eTraces	80	33 🖡	20 🖡



PROFESSIONAL STANDARDS

Use of Force Incidents

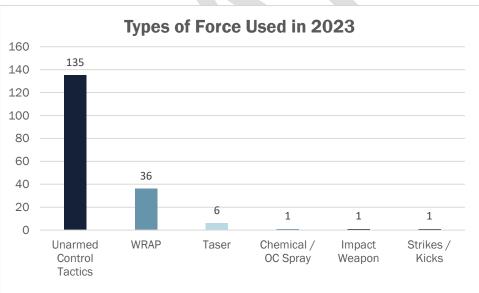
Uses of Force by Year



Police Contacts in 2023 = 30,854

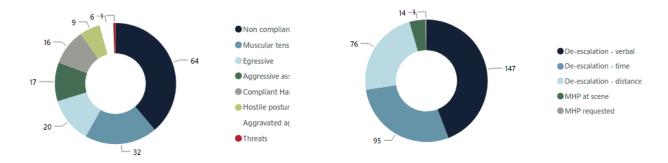
- 92 calls involved force in 2023 (.30% of calls had force involved)
- 165 uses of force*

*Some incidents required more than one type of force to be used.



Reasons for Using Force

De-escalation Techniques Used by Officers



TRAFFIC CONTROL & ENFORCEMENT

The Traffic Unit conducts a wide variety of traffic-related calls for service within the city limits, such as collision investigations, parking enforcement, and traffic control. A Target Zero participating agency, the Traffic Unit participates in emphasis patrols for DUI, Distracted Driving, and Seatbelt Compliance. Motor officers are often seen in the area of schools conducting speed enforcement and education.

In 2023, the Traffic Unit was comprised of a sergeant and two motorcycle officers.



The Traffic team relies on data and complaints to identify problem intersections and corridors to reduce collisions and violations.

Their efforts are not solely focused on issuing citations for violations. Traffic officers often use traffic stops as an educational opportunity versus strict enforcement through citation. The goal is maintaining a safe driving community for vehicles, cyclists, and pedestrians throughout Redmond.

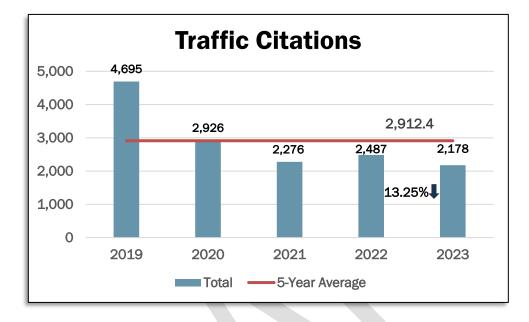
The Traffic Unit works closely with the City of Redmond traffic engineers to help design traffic infrastructure and signage. The Unit also provides special event management to help keep community members and tourists safe.

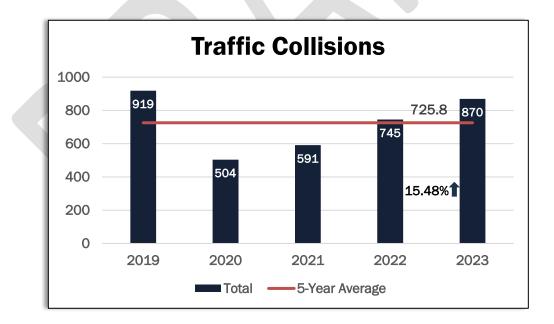
In 2023, the Traffic Unit investigated two high-profile hit-and-run cases.

• On March 14, Redmond police responded to a fatal hit and run involving a vehicle and pedestrian. There was no vehicle description and no video footage. The Traffic Unit continues to investigate the tragic incident.

• On Dec. 6, Redmond traffic officers investigated a fatal hit-and-run crash that killed a 40-year-old man who was on the sidewalk. After a thorough investigation, officers arrested a 15-year-old male on Dec. 20 in connection with the crime.

TRAFFIC OVERVIEW





*Please note: Citations include moving, non-moving, pedestrian, bicycle, and parking violations.

K-9 UNIT

Redmond's K-9 Unit combines a police officer with a highly trained canine. K-9 Officer Chewbacca, affectionately known as Chewie, had first deployment on May 4, 2023.

Chewie is the eighth K-9 officer in the history of the Redmond Police Department.

Chewie is a four-year-old long-haired pure German Shepherd born in Germany on November 16, 2019. He and his handler, Officer Zach Perkins, completed over 400 hours of comprehensive training together before his first deployment.

K-9 officers work and live with their dogs, so the training and socialization is continuous and ongoing. All K-9 handlers undergo specialized training to handle and work with their canine partners.



The K-9 Team is deployed to conduct building and area searches, evidence searches, and human tracking.

Chewie is certified by the Washington State Police Canine Association (WSPCA) in patrol work and trains regularly with other Eastside K-9 Teams.

Officer Perkins and Chewie also provide support for crime prevention programs and community events.



COMMUNITY ENGAGEMENT UNIT







The Community Engagement Unit facilitates relationships between the Redmond Police Department and the community through various programs and safety events. The Community Engagement Unit comprises a sergeant, crime prevention coordinator, community resource officer, and volunteer coordinator.

The Community Engagement Unit coordinates events such as Coffee with a Cop and National Night Out. The police department also offers classes and programs to educate community members and businesses on safety and crime prevention. Other opportunities offered to the community and coordinated by the Engagement Unit, includes the Community Police Academy, Youth Academy, Property Crime Prevention, Burglary Prevention, Personal Safety, and Preparing for a Violent Intruder.

The Police Department recruits volunteers to assist with many activities that helps make a difference in the community.

Throughout the year, the volunteers help deploy speed trailers and conduct disabled parking and fire lane enforcement, fingerprinting, and helmet fitting.

The Community Engagement Sergeant also oversees the Community Equity Advisory Team. This committee serves as an advisory council to the Chief of Police on equity, transparency, and community relations issues.



REDMOND POLICE CADETS

Redmond Police Cadet Unit 2913 consists of youth volunteers, ages 14 to 21, who are interested in the law enforcement field. No residency is required; current members hail from all over King County. Some Cadets aspire to become police officers, while others are merely interested in learning about the profession while gathering community service hours.

Cadets commit to volunteering with the post for at least one year, attend a minimum of two monthly meetings, and one event.



Cadets work at City events such as Derby Days and Redmond Lights, conduct traffic control, assist with police trainings, and go on ride-a-longs with patrol officers.

Outside of the City of Redmond, Cadets participate in several festivals to help support other posts and agencies. Redmond Cadets also participate in regional training alongside other posts.

Officers Tyler Verwahren, Holly Broughton, and Julia O'Toole are the current Police Cadet advisors. For more information, visit https://www.redmond.gov/380/Police-Cadets.

REDMOND POLICE FOUNDATION

The Redmond Police Foundation is a non-profit charitable organization established in accordance with the Internal Revenue Service code 501(c) 3 to assist the City of Redmond's police department with non-budgeted expenditures. A resident-based, volunteer board of directors governs the Foundation. All contributions, donations, and grants are used to meet the mission and vision of the Foundation.

The Foundation is the only community-based organization authorized to raise funds for the Redmond Police Department. It serves as a vehicle for tax-exempt gifts and grants from individuals, businesses, and philanthropists intent on providing better policing and a safer community. The grants they fund are intended to enhance overall public safety and build stronger relationships between the community and the police department.



The Foundation also focuses on supporting the welfare and health of officers and the community. They have funds dedicated to ensuring crucial programs are sustained and can grow to meet changing needs, including emergency housing for victims of crime, officer mental health support after critical incidents, explosive detection canine unit, positive recognition, and awards for officers and staff.

Learn more about the Redmond Police Foundation at www.redmondpolicefoundation.org.

CRIMINAL INVESTIGATIONS DIVISION

The Criminal Investigations Division (CID) primarily investigates felony-level crimes and certain misdemeanor crimes, such as financial, property, and personal crimes.

The CID comprises one lieutenant, one sergeant, six detectives, one legal advocate, three crime analysts, and one police support administrative specialist.

The team develops additional leads in investigations, prepares and executes search warrants, prepares suspect montages,



gathers and processes evidence, recovers stolen property, conducts surveillance, arrests suspects, and prepares cases for court proceedings.

The Criminal Investigations Division investigated 316 cases in 2023. Here are a few cases of note:

• On Feb. 22, Redmond police were dispatched to a report of an assault with a weapon. A man had reportedly walked up to another man and stabbed him from behind. After hours of investigating, detectives identified and located the suspect, who barricaded himself in the nearby apartment for several hours. The suspect was taken into custody without further incident by North Sound Metro SWAT.

• On March 10, Redmond detectives investigated a double homicide and suicide after a suspected stalker broke into a Redmond couple's home.

• On June 12, detectives arrested a man who attempted to kidnap two female juveniles at a skatepark. The suspect assaulted one of the teens and then left the area. He was identified and arrested later that morning.

• Detectives investigated 14 child exploitation cases and arrested seven suspects, including a higher profile case involving a Craigslist babysitter for hire who was sexually exploiting minors.

The Redmond Police Department employs a legal advocate who assists domestic violence victims with courtroom assistance, safety planning, and referrals for other services.

The crime analysis team researches and analyzes crime statistics to direct law enforcement activities and track crime patterns and trends. Crime analysts also work with regional law enforcement agencies to exchange crime information to help solve cases more efficiently.

STAY CONNECTED

We invite community members to participate in our various programs and safety events, including Neighborhood Watch and Community Preparedness, Community Police Academy, Coffee with a Cop, National Night Out, and more. Please engage with us on social media to help us build strong community and law enforcement partnerships.

Websites:

www.redmond.gov/police

www.redmondpolicejobs.com

Social Media Platforms:



Redmond WA Police

@redmondwapolice



@RedmondWaPD



@Redmond Police Department



Redmond Police, WA



(425) 556-2500 8701 160th Ave. NE Redmond, WA 98052 Redmond Police Department redmondpolicejobs.com police@redmond.gov





Memorandum

Date: 4/16/2024 Meeting of: Committee of the Whole - Public Safety and Human Services		File No. CM 24-162 Type: Committee Men	
TO: Committee of the Whole - Public Safe FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):	ety and Human Services		
Planning and Community Development	Carol Helland	425-556-2107	

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Brooke Buckingham	Human Services Manager

<u>TITLE</u>:

Permanent Supportive Housing Quarterly Update

OVERVIEW STATEMENT:

Staff will share information and updates on permanent supportive housing projects.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information

□ Provide Direction

	р	р	ro	ve
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REQUEST RATIONALE:

- Relevant Plans/Policies:
 Community Strategic Plan, Housing Action Plan
- Required: N/A
- Council Request:

Council requested quarterly updates as part of the Public Safety and Human Services Committee of the Whole work plan.

• Other Key Facts:

The City is coordinating with various partners to bring two new permanent supportive housing projects online. The Redmond Health Through Housing project, which is owned by King County and operated by The Salvation Army, is slated to open in late May. In February, Council authorized the Mayor to transfer publicly owned property to Plymouth Housing for development of a 100-unit Permanent Supportive Housing (PSH) housing project in downtown Redmond.

OUTCOMES:

Increasing options for affordable housing is a top priority for the City. King County Countywide Planning Policies have established housing targets for cities to accommodate anticipated future growth in the next 20 years. The housing needed for Redmond has been estimated across all income levels and includes anticipated demand for Permanent Supportive Housing (PSH). These projects will help Redmond fulfil its housing goals.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- Timeline (previous or planned): N/A
- Outreach Methods and Results: N/A
- Feedback Summary: N/A

BUDGET IMPACT:

Total Cost:

Redmond has committed \$3,200,000 toward the Plymouth Housing project and transfer of the land located at 16725 Cleveland Street.

Approved in current biennial budget:	🛛 Yes	🗆 No	□ N/A
Budget Offer Number: 00037			
Budget Priority: Vibrant and Connected			
Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	□ Yes	🗆 No	⊠ N/A
Funding source(s): \$10 Million allocation to affordable housing in	the 2022-24 CIP		
	the 2023-24 Ch		
Budget/Funding Constraints: N/A			
Additional budget details attached			

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
	None proposed at this time	N/A

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Quarterly Briefing Summary Attachment B: Operational Agreement Attachment C: Safety and Security Plan Attachment D: Community Relations Plan Attachment E: Program Code of Conduct Attachment F: Funding Commitments Attachment G: Project Timeline



Redmond Health Through Housing

Operational Updates (Summary of Recent Activities)	 The Operational Agreement was approved by the City Council on December 5, 2023, and has been executed with King County. Refer to Attachment B. The Community Advisory Group (CAG) completed their work on January 22, 2024. As required by Redmond Zoning Code Chapter 21.57, Draft Safety and Security Plan, Community Relations Plan, and Program Code of Conduct developed by the CAG were sent to Redmond Planning and Community Development Director and Police Chief for review and approval. These plans have been approved. Refer to Attachment C-E. The required parking management plan will be reviewed and approved as a component of the permitting process. Car camping will be prohibited on-site and in street parking spaces in the vicinity. A Grand Opening event was hosted on April 2nd. Over 100 individuals were in attendance, including the Redmond Mayor, five Redmond City Councilmembers, and elected officials and staff from King County, Bellevue, and Kirkland. The local referral process has been finalized. Referral partners will be identifying and referring potential residents.
Building Updates (Summary of Recent Activities)	 The initial tenant improvement permit is in the process of being reviewed. Additional tenant improvements are proposed to add kitchens to the dwelling units, and those applications will be reviewed as they are submitted by the County. The County will be completing minor rehabilitation of 17 units and updating site fencing through May.
Next steps	 King County will continue to finalize required building updates in coordination with The Salvation Army. Future renovations and rehabilitation will be completed over two phases. Phase 2 (June 2024 – February 2025): Includes general contractor procurement; conversion of units to include kitchenettes, renovation of community space, medical room, laundry room, and computer room. Phase 3 (February 2025 – May 2025): Conversion of additional units, PSH occupancy, new accessible/ADA unit conversion, and office use conversion. The Salvation Army anticipates that they will begin serving residents by late May. The Salvation Army will provide ongoing opportunities for community members to engage as outlined in the Community Engagement Plan. King County and The Salvation Army will publicly report to the City Council regarding facility operations within six months of accepting residents as outlined in the Operational Agreement.



Plymouth Housing

Operational Updates (Summary of Recent Activities)	 The City Council provided authorization to the Mayor on February 13, 2024, to transfer the city-owned property at 16725 Cleveland Street to Plymouth Housing. A City website, which includes FAQs, was created and will be updated as additional information becomes available. www.redmond.gov/ph Business cards with a QR code link to the FAQs have been prepared for public distribution. Funding commitments have been maintained or replaced since Council action was taken on February 13, 2024. Plymouth Housing, City of Redmond, and partners continue to solicit funds for direct project costs and contingency. Refer to Attachment F. Plymouth housing has created a project timeline that includes major milestones, and this timeline will be added to the FAQs. Refer to Attachment G. Plymouth Housing has begun community outreach efforts and is connecting with individuals and groups. This includes a recent business walk hosted by One Redmond on April 3-4, 2024.
Building Updates (Summary of Recent Activities)	 The Mayor provided authorization to Plymouth Housing on March 21, 2024, to undertake necessary site investigations and apply for approvals and permits needed to facilitate project development on the Cleveland Street property. Plymouth Housing is in the process of evaluating site conditions and redesigning their project for development of the Cleveland Street property.
Next steps	 The City will continue to coordinate between Plymouth Housing and other construction projects and property owners in the vicinity of the Cleveland Street property. Plymouth Housing will apply for a site plan entitlement (SPE) for review by Development Services and notice of the application will be posted on the City website once it is submitted.

Redmond	City Contract Routing Form City Contract #: <u>10461</u>
Section 1 – Attach Contract Documents (multiple files can be u	ıploaded)
Is an insurance certificate attached? □ Yes ☑ No/Not applicable Comments:	
Section 2 – Fill Out Contract Details	
Date: March 15, 2024 Department: Planning Division: H Project Administrator Name: Brooke Buckingham Division: H Project Manager Name (if different than above):	Extension: <u>2416</u>
Contract Title: Operational Agreement	
Contractor/Consultant Business Name: <u>King County</u> Contract Description: <u>Operational Agreement for Health through HOusing.</u>	
Project ID #: Project Category: Budget/A Council Approval Date: Agenda Memo #: RFP/IFB/RFQ #:	Account #: <u>N/A</u> Procurement Category:
	re: N/A
Renewal Option (Y/N): <u>N</u> If yes, how many? <u>None</u>	
Amendment/Renewal/Change Order #: Original CC #: New Start Date: New End	Date:
Current Contract Amount (including all previous amendments/change Amount of this Amendment/Change Order (proposed increase/de	orders):
Section 3 – Route Contract for Signatures and Approvals	
Department Director:	Comments:
	Comments:
Image: City Attorney:	Comments:
Image:	Comments:
X Mayor or Designee:	Comments:
X City Clerk's Office:	Electronic Original - in Hummingbird

OPERATIONAL AGREEMENT BETWEEN THE CITY OF REDMOND AND KING COUNTY

THIS OPERATIONAL AGREEMENT ("Operational Agreement" and herein, this "Agreement") is entered into by and between the City of Redmond, a Washington municipal corporation ("City"), and King County, a political subdivision of the State of Washington ("County"). Collectively, the City and County may be referred to herein as Parties, and each separately is a Party.

RECITALS

A. WHEREAS, the Revised Code of Washington (RCW) 35A.21.305 precludes jurisdictions from prohibiting permanent supportive housing in areas where multifamily housing is permitted; and

B. WHEREAS, HB 1220 (2021) required jurisdictions to plan for and accommodate emergency housing, emergency shelters, permanent supportive housing, and transitional housing; and

C. WHEREAS, the Health Through Housing ("HTH") program was authorized and is governed by County Ordinances No. 19236 and No. 19366 and RCW 82.14.530, as may be amended; and

D. WHEREAS, the City's requirements for Permanent Supportive Housing, Transitional Housing, Emergency Shelters, and Emergency Housing are set forth in Redmond Zoning Code (RZC) Chapter 21.57; and

E. WHEREAS, the County purchased the former Silver Cloud Inn located at 2122 152nd Ave NE, Redmond (the "Property"), King County Assessor's parcel number 2625059046, in fulfillment of the County's Health through Housing Implementation Plan 2022-2028 as adopted via King County Ordinance 19366 Section 1 and K.C.C. 2.A.300 (the "HTH Implementation Plan") and intends, upon completion of certain improvements to the Property, to operate a facility thereon (the "Facility"); and

F. WHEREAS, the County must enter into an operational agreement prior to occupancy of the Facility under RZC Chapter 21.57 and this Agreement meets the requirements for an Operational Agreement as set forth under that chapter; and

G. WHEREAS, City staff participated in the County procurement process used to select an Operator by supporting development of materials for the Request for Bid (RFB) and associated Operator selection criteria, participating in the County's process for selecting an Operator, and advising the Mayor on concurrence in selection of the Operator that met the adopted Operator criteria, consistent with the HTH Implementation Plan; and

H. WHEREAS, both the HTH Implementation Plan and the RZC Chapter 21.57 require the County to partner with the City regarding operation of the Facility; and

I. WHEREAS, certain negotiated terms and conditions are expressed in this Operational Agreement; and

J. WHEREAS, the County is responsible for the operation of the Facility and for ensuring that the selected Operator abides by the terms and conditions of this Operational Agreement entered into between the County and the City, and the Services Agreement entered into between the County and the Operator; and

K. WHEREAS, the County and City intend for the City to have clear rights and authority to seek specific performance of this Agreement, including to ensure that the County requires the Operator to maintain compliance with the terms of the Operational Agreement and Services Agreement.

NOW, THEREFORE, in order to fulfill the foregoing purposes and intent, including compliance with the HTH Implementation Plan and RZC 21.57.010.C.4, and in consideration of the mutual agreements herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the City and the County agree as follows:

AGREEMENT

1. Use of the Property and Facility Operations. The Facility shall be used exclusively for Emergency Housing or Permanent Supportive Housing and for no other purpose. For the purposes of this Agreement, "Emergency Housing" (EH)" has the meaning set forth in the Initial HTH Implementation Plan 2022-2028 as adopted via King County Ordinance 19366 Section 1 and K.C.C. 2.A.300. For purposes of this Agreement, "Permanent Supportive Housing (PSH)" has the meaning set forth in RCW 36.70A.030(19).

(a) The Facility shall not operate as a "Community Health Engagement Location" site, as described in the County's Ordinance No. 18584, i.e., the Facility will not be a supervised/safer consumption site, or a supervised/safer injection facility, or a supervised/safer injection service pursuant to RZC 21.57.010.C.1.

(b) The Facility shall not operate as a "Safe Parking" or other program for individuals experiencing unsheltered homelessness. No camping (including car camping) or any other form of persons sleeping outdoors or in vehicles shall be allowed on the Property.

(c) The Operator of the Facility shall provide on-site staffing 24 hours per day and seven days per week, including appropriate security personnel.

(d) The Operator shall ensure participant compliance with applicable registration and notification requirements for registered sex offenders pursuant to RZC 21.57.010.C.4.d.iv.

(e) The Operator shall make available comprehensive support services to residents, including, but not limited to, housing navigation services including referral to

alternative housing, behavioral health treatment (including treatment of substance use disorders), employment assistance, job training, education, and transportation pursuant to RZC 21.57.010.C.4.d.vi.

(f) The Operator shall coordinate with local service providers and City outreach staff to identify and prioritize eligible homeless individuals living in, near, or who have ties to Redmond to support outcomes that result in persons receiving supportive housing within their own community. Thirty-five (35) percent of the units will be designated for and filled through local referral. To ensure integration with the regional Coordinated Entry (CE) system, 35 percent of units will be designated for and filled through regional referral. The remaining 30 percent of units are undesignated units and will be prioritized for local referral; however, said units may be filled through regional referral in the event that local referral is not available. The County and Operator shall work with local service providers and Redmond's Homeless Outreach Administrator to identify eligible homeless individuals who are living in, near, or who have ties Redmond pursuant to RZC 21.57.010.C.4.d.i.

(g) This Agreement does not address review and approval of permits necessary for the Facility under applicable title 15 of the Redmond Municipal Code or any other local, state, national, uniform, and international codes for work related to building, mechanical, plumbing, electrical, and fire protection (collectively, "Construction Work"). Proposed modifications to the Property, shall be reviewed in accordance with standard permitting procedures contained in the Redmond Municipal Code and Redmond Zoning Code.

2. Performance under the Operational and Services Agreements.

(a) The City will be provided the opportunity to approve any proposed new name for the Facility.

(b) The County will require the Operator to enter into and comply with a Services Agreement between the County and the Operator substantially similar to that attached as **Exhibit A** or as amended consistent with Section 8 of this Agreement.

(c) Regardless of any future amendment to the Services Agreement, as such amendment is authorized pursuant to Section 8 of this Agreement, it shall always:

- (1) Include Operator compliance with Chapter 21.57 RZC including a safety and security plan, program rules and/or code of conduct, and a community relations plan; and,
- (2) Provide that the City shall be an involved party in decisions related to implementation of the Services Agreement and related exhibits.

3. Community Advisory Group. The County, City, and Operator shall create a community advisory group which should include representatives from local community (business and resident representatives), services providers, and those with lived

experience of homelessness. This group will support the development of the Community Relations Plan. Upon occupancy, they will meet quarterly to advise on operations and provide opportunities and input on how the community and volunteers can engage with the project. The City, County, and Operator liaison(s) will provide staff support and participate in the Community Advisory Group.

4. Reports to the City Council.

(a) The County and Operator will publicly report to the Redmond City Council within six months of the Facility beginning to accept residents and provide written reports to City staff at least annually thereafter regarding operation of the Facility and compliance with the terms of the Operational Agreement and Services Agreement. City Council may also request a public briefing or written update more frequently, as desired.

(b) The report should include data points that are coordinated with the City and that are approved by King County and the Health through Housing Advisory Committee, such as the following, to the extent reasonably available:

- (1) Data on the number of new tenants, exits, unit nights, and households served during the reporting period, including demographics;
- (2) Number of residents enrolled at the Facility;
- (3) Number/percentage of residents receiving on-site and off-site resident supports, including estimated hours provided to residents by service providers;
- (4) Number/percentage of residents enrolled in Medicaid or another means of health insurance;
- (5) Number/percentage of residents who receive physical or behavioral healthcare supports;
- (6) Number/percentage of households who maintain or increase income through employment or public benefits while residing at the Facility;
- (7) Number/percentage of individuals who maintain or exit to other permanent housing from the Health through Housing site;
- (8) Number/percentage of residents with emergency visits and psychiatric hospitalizations;
- (9) Information on community feedback received by the County or Contractor, including a summary of any action taken as a result, if any; and
- (10) Number of emergency responses to the Facility.

5. Communication and Coordination among the Parties and the Operator.

(a) To ensure ongoing communications between the County, the City, the Operator, and appropriate service providers, the Parties shall develop a communication plan, which may be a part of or incorporated into the Operator's community relations plan.

(b) In addition, the Parties will meet on a regular basis with one another and with the operator to discuss, as appropriate, performance and operation of the Facility, compliance with this Agreement, and elements of the Services Agreement, and to work on any unexpected challenges and promptly resolve issues, including challenges regarding program outcomes. The Parties commit to meet promptly on an *ad hoc* basis at the request of either Party to resolve issues as quickly as possible.

(c) The County, City and Operator, shall each designate a staff representative to serve as a liaison to the Facility and community members regarding the Facility and this Agreement. The liaisons will have an active role in implementing and participating in the Operator's community relations plan, may attend community events related to the Facility, and may receive and provide timely response to community inquiries directed at the City related to the Facility.

6. Building Upgrades. The County and City shall work together to facilitate building upgrades by December 31, 2026, pursuant to the HTH Implementation Plan, to provide permanent provisions for living, sleeping, eating, cooking and sanitation for all units designated for residential occupancy.

7. Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. King County shall not, however, assign its rights under this Agreement to another entity, operator, or contractor unless the County obtains prior written consent of the City. The County shall not sell the Facility to a non-County entity without first providing ninety (90) days' written notice to the City, provided any concurrent assignment of this Agreement shall be subject to the written consent of the City, which shall have the right to amend this Agreement or impose reasonable conditions upon such assignment.

8. Amendment. This Agreement may be amended by written agreement of the Redmond City Council and King County. Terms of the Services Agreement that are materially relevant to this Agreement may be amended by the County only with the agreement of Redmond City Council and only when the terms are consistent with Section 2 of this Agreement. The County reserves the right to otherwise amend its Services Agreement.

9. Term. The effective date of this Agreement shall be the date of its signature by both Parties, and the Agreement shall continue in effect for so long as the Facility is used as part of the HTH program. However, the Agreement may be amended at any time by agreement of the parties pursuant to Section 8. This Agreement will terminate when the

County declares in writing provided to the City that the Facility will no longer be used for the HTH program, with termination effective as of the date on which such use will end as stated in such declaration, except that its provisions related to Defaults and Remedies shall continue to be in effect. When this Agreement terminates, the Facility shall be subject to the requirements of the City's code in effect at the time of termination and the County will have one hundred eighty (180) days to achieve compliance or to initiate actions to achieve compliance for the intended successor use of the building by submitting all necessary documentation and thereafter diligently pursuing completion.

10. Dispute Resolution.

(a) The Parties agree to negotiate in good faith to resolve any disputes arising under this Operational Agreement or arising from the Operator's compliance with the Services Agreement or to resolve any ongoing material failure by the County or Operator as an agent of the County to fulfill the obligations set forth in this Operational Agreement. Neither Party may seek relief in a court of law or any other forum until and unless the dispute resolution process set forth in this Section 10 has been completed in good faith, except that nothing in this section shall require a Party to postpone seeking injunctive or other equitable relief if it believes in good faith such relief is needed.

(b) The Parties shall designate representatives for purposes of managing this Agreement and the dispute resolution process under this Section 10. The Parties' Designated Representatives shall be the persons identified in Section 21 to receive notice for the County and for the City respectively, or such other persons as they may designate in writing from time to time by giving notice. The Parties' Designated Representatives shall communicate regularly to discuss the status of the tasks and services to be performed and to prevent disputes from arising.

- (c) If a dispute arises, then
 - (1) Step One: The Parties' Designated Representatives shall confer and attempt to resolve the dispute promptly and at minimum within ten (10) business days of written notification by either Party.
 - (2) Step Two: If the Parties' Designated Representatives are unable to resolve the dispute within ten (10) business days, either Party may refer the dispute to the Mayor and the County's DCHS Director or their designees. The Mayor and the County's DCHS Director shall confer and attempt to resolve the dispute within ten (10) business days of receiving the referral. The conference may be in person or by other means, such as telephone conference or videoconference.

(d) If the Parties cannot resolve the dispute utilizing the process in Paragraph (c) of this Section 10, the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall split the mediator's fees, costs, and expenses on an equal basis. Each Party shall pay its own costs to prepare for the mediation, including any attorney fees or costs. If additional parties participate in the mediation, then each participant shall pay an equal share of mediator's fees, costs, and expenses, such share to be calculated by dividing the mediator's total charges by the number of parties participating. Mediation shall not be a prerequisite to litigation.

(e) During the course of conflict or dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Agreement.

11. Default and Remedies.

(a) If either the County or the City fails to perform any act or material obligation required to be performed by it hereunder, or the Operator fails to perform any act or obligation required to be performed under the Services Agreement, the other party, or in the case of a failure to perform on the part of the Operator then the City, shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct or cause to be corrected the failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it notifies the non-defaulting party of its plan to cure and commences cure within the thirty (30) day period and thereafter diligently pursues cure to completion.

- (b) In the event of a party's Default:
 - (1) The non-defaulting party shall have the right to terminate this Agreement.
 - (2) The non-defaulting party shall also have the right to exercise all other rights and remedies available to it in law or equity and shall specifically be entitled to an injunction, an order of specific performance, or other legal or equitable remedy that will cause the Defaulting party to perform and comply with the terms of the Agreement.
 - (3) The County acknowledges that a breach in its performance under this Agreement related to its obligations under Sections 1, 2 and 6 will damage the City but by their nature such damages may be difficult to ascertain. Accordingly, in the event of a Default related to those provisions, the City shall be entitled to assess against the County as liquidated damages and not by way of penalty, a sum calculated as follows: One Thousand and No/00 dollars (\$1,000.00) per calendar day period, per violation or act of non-compliance, which will begin to run from the first date of Default.

12. Waiver. The waiver by a Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by that Party.

13. Indemnification. Each party is individually responsible for its own employees' and agents' acts and omissions arising out of or in connection with the performance of this Agreement. Further, each party agrees to indemnify, defend, and hold harmless the other party (including their officers, officials, agents, employees, consultants, and volunteers) from any and all claims, costs (including reasonable attorney fees), losses, and judgments that arise out of or result from the tortious acts, errors, or omissions of that party's officials, officers, agents, employees, consultants, and volunteers in connection with the performance of any activities related to this Agreement or the Services Agreement, to the extent caused by the indemnifying party's acts, errors, or omissions.

14. No Presumption Against Drafter. The Parties have each participated in the negotiation and drafting of this Agreement, and each has been represented by counsel. In the event a court determines a provision of this Agreement to be ambiguous, such ambiguity shall not be construed against another Party based on the claim that the Party drafted the ambiguous language.

15. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the signatory Parties and their successors and assigns. No other person or entity shall have any right of action based on any provision in this Agreement, and no other person or entity shall have any third-party beneficiary status.

16. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and venue for any action shall lie in King County Superior Court.

17. Severability. Should any court of competent jurisdiction find any provision of this Agreement to be invalid, the remainder of the Agreement shall remain in full force and effect. Provided, however, if the invalidation would deprive either Party of material benefits derived from this Agreement, or make performance under this Agreement unreasonably difficult, then the Parties shall meet and confer and shall make good faith efforts to amend or modify this Agreement in a manner that is mutually acceptable. Notwithstanding the foregoing, if an essential purpose of this Agreement would be defeated by loss of the invalid provision, the Party deprived of an essential benefit shall have the option to terminate this Agreement from and after such a determination by providing notice to the other Party.

18. Section Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

19. Final and Complete Agreement. This Agreement constitutes the final and complete expression of the Parties with regard to its terms. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects addressed herein, without limitation. No Party is entering into this Agreement in reliance on any promises, inducements, representations, understandings, interpretations, or agreements other than those stated herein.

20. Recording. King County shall record an executed copy of this Agreement with the King County Recorder's Office no later than fourteen days after the effective date and shall provide the City with a conformed copy of the recorded document within thirty days of the effective date.

21. Notice. All correspondence and any notice required in this Agreement shall be delivered both by electronic mail and by either personal service or U.S. Mail to the following parties:

<u>TO CITY</u>: City of Redmond Attn: Department Director, Planning and Community Development 5670 NE 85th Street PO Box 97010 Redmond, WA 98073-9710 Email: Chelland@redmond.gov

with a copy to:

City of Redmond Attn: City Clerk 5670 NE 85th Street PO Box 97010 Redmond, WA 98073-9710 Email: <u>cityclerk@redmond.gov</u>

<u>TO COUNTY:</u> King County Department of Community and Human Services Attn: Department Director Attn: Division Director – Housing & Community Development Chinook Building 401 5th Ave Suite 500 Seattle, WA 98104 Email:

with a copy to:

King County – DCHS 401 5th Ave Suite 500 Seattle, WA 98104 Email: _____

King County Prosecuting Attorney's Office 1191 Second Avenue Suite 1700 Seattle, WA 98104 Email: Notice is deemed to be given on the date of electronic mail provided that on the same day notice is also given for delivery to a commercial courier or placed in the U.S. Mail. Either Party may update or change the person and addresses for the receipt of notices under this Section 21 from time-to-time by delivering written notice to the other Party designating the new person or address, at least five (5) days prior to the name and/or address change.

22. Counterparts. This Operational Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same Operational Agreement. Facsimile signatures on this Operational Agreement shall constitute original signatures of the Parties.

By their signatures below, the persons executing this Operational Agreement each represent and warrant that they have full power and authority to bind the entity on whose behalf such person signs, and that such entities have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Operational Agreement.

KING:GOUNTY:

Anthony Wright Anthony Wright By_____

lts _________

CITY OF REDMOND: kelley (ochran (Mayor Designee)

By Angela Birney

Its Mayor

Exhibit Description

A Proposed Contractor Services Agreement

Exhibit A

Proposed Contractor Services Agreement

I. WORK STATEMENT

The Health Through Housing (HTH) program is designed to rapidly expand the inventory of housing for people who are Chronically Homeless or At Risk of Chronic Homelessness. The Salvation Army, hereinafter referred to as the "Contractor", shall provide oversight, coordination and implementation of the property management operations and on-site support services for the Health Through Housing Redmond (the Facility). The Salvation Army shall provide 100 units of Emergency Housing for eligible single adults and couples, 18 years of age or older, who are highly vulnerable, disabled, including persons living with persistent mental illness, single adults who are identified as meeting the HTH Chronically Homeless definition or at Risk of Chronic Homelessness and need Emergency Housing in accordance with the terms and conditions described herein.

The total amount of reimbursement pursuant to this Exhibit shall not exceed <u>\$5,125,000</u> for the period November 1, 2023 through December 31, 2025. This Exhibit reflects <u>\$5,125,000</u> in King County HTH service and operating funds in the amount of <u>\$5,125,000</u> and one-time start-up costs in the amount of <u>\$50,000</u>. Funding for investment in this program is provided by the King County and is managed by the Housing, Homelessness and Community Development Division (HHCDD) of the King County Department of Community and Human Services (DCHS).

The following are incorporated by reference as part of this Exhibit:

- A. Initial HTH Implementation Plan 2022-2028 (the Implementation Plan).
- B. King County Facilities Management Division (FMD) Pre-Occupancy Agreement and any superseding agreements.
- C. King County FMD Fire Life and Safety Plan.
- D. Comply with all terms of the City of Redmond Municipal Code 21.57.010 for Permanent Supportive Housing, Transitional Housing, and Emergency Housing.

Ongoing funding for the full term of the Exhibit shall be contingent on program performance, continued funding availability, project alignment with homeless planning priorities, and other contractual requirements in the Exhibit.

Redmond	Services Period	Fund Source	Funding Allocation
	11/01/2023 – 12/31//2024	Health Through Housing – One time start-up Costs	<u>\$50,000</u>
	01/01/2024 - 12/31/2024	Health Through Housing – services and operating	<u>\$2,500,000</u>
	01/01/2025 — 12/31/2025	Health Through Housing – services and operating	<u>\$2,625,000</u>
Not to exceed			<u>\$5,175,000</u>

II. DEFINITIONS

- A. At-Risk of Chronic Homelessness: As defined for the purposes of HTH, describes an individual with a developmental, physical, or behavioral health disability that:
 - 1. Is currently homeless and
 - a. Has experienced homelessness for at least ten but less than twelve months in the previous three years; or
 - b. Has experienced homelessness for a cumulative total of twelve months within the last five years;

And

- 2. Is at increased risk of homelessness:
 - a. By having been incarcerated within the previous five years in a jail or prison; or
 - b. By having been detained or involuntarily committed under the Revised Code of Washington (RCW) chapter 71.05 as now existing, as hereafter amended or as superseded; or
 - c. As a member of a population that is demographically overrepresented among persons experiencing homelessness in King County.
- B. Case Management: Individually-tailored services to address barriers to housing stability that are provided in a participant's home, an office, or other

location as described in a mutually agreed-upon plan of action. Case Management Services may include, but are not limited to: participant engagement, linkages to housing and housing advocacy, building relationships with landlords, assisting participants with housing applications, assessment of participant strengths and obstacles, safety planning and assessment, individualized goal planning, linkages with community supports including behavioral health services, care coordination with other service providers, life skills-building, assistance applying for public benefits, connections with employment and training opportunities, job coaching, assistance with social support and enhancing social networks, assistance documenting eligibility for housing subsidy (including services to individuals who may not in the end be admitted to the program), documentation of participant progress in case notes and database, and a variety of other supports.

- C. Chronically Homeless: As defined for the purposes of Health Through Housing is a homeless adult with a disabling condition who has either been continuously homeless for a year or more or has had at least four episodes of homelessness in the past three years with each episode separated by seven days, and cumulatively totaling twelve months.
- D. Culturally Competent Services: Cultural competency within an organization and the services that it provides includes a defined set of values and principles, and demonstrated behaviors, attitudes, policies and structures that enable the organization to work effectively in cross-cultural situations. The three following components shall exist:
 - 1. Accessibility: The Contractor evaluates and modifies the way in which its services are accessible (language, location, delivery style) to populations whose modes of engagement are different from the majority population.
 - 2. Relevance: The Contractor identifies specific culturally based needs of populations and modifies the services delivered in order to meet those needs, including acquiring and institutionalizing cultural knowledge.
 - 3. Commitment: The Contractor periodically conducts a self-assessment and reviews its cultural competency, including obtaining input from participant and non-participant culturally diverse populations and key stakeholders and uses this feedback in policy making, agency administration, and service delivery.
- E. Deliverable: The work product and other output of the services and program activities required to be delivered by the Contractor as part of the performance of this Exhibit, as specified in the relevant section below.
- F. Emergency Housing: Emergency Housing is a housing type which has the same onsite services as permanent supportive housing. While intended to be

temporary, there is no time limit on housing. Emergency Housing will offer housing-oriented services, Case Management, and other necessary services and supports to assist households in stabilizing. NOTE: persons meeting the Chronically Homeless definition on entry maintain their chronic homeless status while in Emergency Housing.

- G. Fair and Just Practices: The Contractor's policies, practices, attitudes, services, and systems that promote fairness and opportunity for all people, particularly marginalized communities, including people of color, low-income communities, people with limited English proficiency, immigrants and refugees, individuals with disabilities and Lesbian, Gay, Bisexual, Transgender, or Queer/Questioning (LGBTQ) individuals. This includes programs that engage all communities in a manner that fosters trust among people and supports efforts to develop solutions on individual, organizational and community levels.
- H. Harm Reduction: A set of practical strategies that reduce the negative consequences associated with drug use, including safer use, managed use, and non-punitive abstinence. These strategies meet drug users "where they're at," addressing conditions and motivations of drug use along with the use itself. Harm reduction acknowledges an individual's ability to take responsibility for their own behavior. This approach fosters an environment where individuals can openly discuss substance use without fear of judgment or reprisal and does not condone or condemn drug use. Staff working in a Harm Reduction setting work in partnership with participants, and are expected to respond directly to unacceptable behaviors, whether or not the behaviors are related to substance use. The Harm Reduction model has also been successfully broadened to reducing harms related to health and wellness as well as many other issues.
- I. Housing First: A homeless system orientation designed to return homeless people to housing as quickly as possible without a "housing readiness" test, or other conditions to entering housing. Programs in a Housing First homeless system empower homeless people to overcome barriers to obtaining permanent housing. A Housing First system does not require that households spend time in a shelter or graduate from a transitional housing program in order to receive Permanent Supportive Housing, although many households will enter housing from a shelter. In order to achieve a Housing First system orientation, homeless housing units in the system must remove screening barriers and screen in homeless households, many of whom may have barriers that traditionally make it more difficult for them to rent in the private market.
- J. Housing Stability Plan: A plan created with the program participant(s), as part of the Housing Support Services, to address a variety of issues related to a household's ability to maintain and improve their housing situation. The plan defines the services requested by the household, how these services will be

delivered, and how progress is measured. It can include strategies for addressing basic and clinical care needs, developing positive social support networks, and assessing needs and gaps in current supportive services.

- K. Housing Support Services: Services provided for the purpose of housing stabilization for participants. Housing Support Services include providing day-to-day support for participants, including addressing lease violations, coordinating community building activities and meals, crisis intervention and response both during the day and at night, mitigating issues in the neighborhood, and ongoing assistance maintaining connections to needed community services. All meetings, referrals and outcomes shall be documented and shall inform a Housing Stability Plan for each participant.
- L. Milestone: A scheduled event signifying the provision of a Deliverable or a set of related Deliverables, occurrence of an event, or completion of a task, activity, or service by the identified date as set forth in Section V.C., Milestones.
- M. PM Plan: The written details of the Contractor's performance goals and targets (as appropriate). The PM Plan includes key performance measures, types of data collection (for example, individual- or aggregate-level), and reporting cycles and activities to review the data and support continuous quality improvement. The PM Plan explicitly connects the data collection and reporting requirements outlined above with the performance measures King County will use to monitor the program.
- N. Progressive Engagement: A service delivery approach and homeless system orientation that entails: individualized services that are responsive to the needs of each household; an initial assessment and services address the immediate housing crisis with the minimal services needed; frequent re-assessment determines the need for additional services; services that are Voluntary and build on the strengths and resources of each household; households exited to permanent housing as soon as possible; and the ability to access assistance if a household faces homelessness again.
- O. Participant Services: Property-based services that coordinate on-site activities and information and referral services for the purpose of accessing services offered by third-party providers. Participant Services promote resiliency and stability through community asset building. Examples of Participant Services include employment programs; adult education programs; community safety, and participant leadership. Participant Services may be available through referral and/or on-site with at least one staff to coordinate and deliver services. Classes and activities based on participant needs may be offered on site. Activities and services may include such things as nutrition financial literacy classes, employment services, adult education, community building and engagement, and eviction prevention. Participants who participate in employment services and/or who may become employed are not disqualified from remaining in the HTH program.

- P. Permanent Supportive Housing: non-time limited affordable housing for a household that is homeless on entry, and has a condition or disability, such as mental illness, substance use disorder, chronic health issues, or other conditions that create multiple and serious ongoing barriers to housing stability. Households need a long-term high level of services in order to meet the obligations of tenancy and maintain their housing. Tenant holds a rental agreement or lease and may continue tenancy as long as rent is paid and the tenant complies with the rental agreement or lease. Tenants have access to a flexible array of comprehensive services, mostly on site, such as medical and wellness, mental health, substance use disorder, vocational/employment, and life skills. Services are available and encouraged but are not to be required as a condition of tenancy.
- Q. Services Period: The period of time during which Contractor will be paid, funded, or reimbursed according to the terms and conditions of this Contract. If no other date is listed in this Exhibit, the Services Period shall begin when this Exhibit becomes effective, which is the last date of signature of the Contract.
- R. Trauma-Informed Care: An approach to working with people that understands, recognizes, and responds to the impacts of trauma. No one is immune to the impact of trauma, but it is certainly experienced by people facing homelessness. Often, trauma survivors can be re-traumatized by wellmeaning providers. Becoming 'trauma-informed' recognizes that people experience many different types of trauma in their lives and their responses vary. By orienting our organizations, environments, services, and day-to-day interactions around the impacts of trauma, we create a safe and healing space for everyone.
- S. Twenty-Four Hour Desk Staff(ing): The front desk staff are responsible for staffing the front desk, admitting participants into the building, checking in and monitoring guests, monitoring security cameras, conducting floor checks, and responding to participants who need assistance, for twenty-four hours per day every day of the year.
- T. Voluntary/Voluntary Services: Flexible services designed primarily to help participants maintain housing. Voluntary services are those that are available to but not demanded of participants (one's housing is not dependent on participation in services), such as service coordination, physical and mental health, substance use management and recovery support, job training, literacy and education, youth and children's programs, and money management. While services are not a condition of tenancy, providers may employ motivational interviewing and other techniques to engage participants in services.

III. PROGRAM DESCRIPTION

The Contractor shall maintain 100 Emergency Housing units for up to 100 Chronically Homeless or at risk of being chronically homeless and at or below 30 percent of King County area median income (AMI) adult individuals at Redmond Emergency Housing, located at 2122 152nd Avenue NE, Redmond, Washington.

- A. Outcome
 - 1. Increase and maintain the housing stability of homeless households.
 - 2. HTH Supporting Goal #1: Reduce racial and ethnic disproportionality among persons experiencing chronic homelessness in King County.
 - 3. HTH Supporting Goal #3: Increase HTH participant health by providing health care system enrollment and access and demand to integrated healthcare for all HTH participants while they reside in a HTH building.
- B. Indicators
 - 1. The number and percentage of households that exit to or retain permanent housing as measured in the Homeless Management Information System (HMIS).
 - 2. In partnership with King County, the Contractor shall work to reduce racial and ethnic disproportionally representative among persons experiencing homelessness for the Participants being housed in the HTH building as reported in HMIS.
 - 3. The number of individuals documented in participant files who upon entry in HTH building enrolled in health care system and/or having access to integrated Healthcare.

IV. EQUITY AND SOCIAL JUSTICE REQUIREMENTS

A. Accessibility

The Contractor shall evaluate and modify the way in which it provides services so that services are accessible to people with disabilities. Evaluations and modifications shall be consistent with the requirements of the Washington State Law Against Discrimination (RCW 49.60), the Americans with Disabilities Act (ADA), and other applicable statutes.

B. Culturally and linguistically relevant services

The Contractor shall evaluate and modify the way it provides services so that services are culturally and linguistically relevant to Participants. Where possible, the Contractor shall offer a linguistic match of staff who speak the Participant's home language. When a linguistic match is not available or

declined by the Participant, the Contractor shall provide interpretation services at no cost to the Participant.

C. Self-Assessment

The Contractor shall conduct self-assessments, including obtaining input from culturally diverse populations of both Participants and non-Participants, to determine how effectively the Contractor is delivering services funded under this Exhibit in a culturally and linguistically appropriate manner.

D. Ongoing Education

The Contractor shall create or otherwise make available opportunities to ensure its staff participates in continuing education regarding equity and social justice each year. Staff participation in equity and social justice education shall be documented in writing.

V. SCOPE OF WORK

A. Participant Eligibility Eligible participants are single adults and couples (18 years of age or older) with a developmental, physical, or behavioral health disability; whose income is at 30 percent or below AMI; and who are Chronically Homeless or, in limited circumstances, At-Risk of Chronic Homelessness.

B. Program Activities

The Contractor shall provide services in accordance with this Exhibit.

- 1. Emergency Housing programs funded by King County may not charge program participants fees or rent for accessing services.
- 2. The Contractor shall maintain 100 units of HTH Emergency Housing at the Facility.
- 3. The Contractor shall use its best efforts to ensure the program is fully occupied for the full term of this Exhibit. Full occupancy is considered achieved when the vacancy rate does not exceed five percent. During the initial phase, a gradual ramp-up in occupancy will be expected to ensure smooth integration. During the term of the Exhibit, DCHS may temporarily waive or change this vacancy threshold as conditions warrant. The City of Redmond must approve any changes to occupancy above 100 participants.
- 4. The Contractor shall conduct assessments of screened/referred participants for final acceptance into the program, as well as all required documentation of eligibility, including income, Chronically Homeless and At Risk of Chronic Homelessness verification, to be kept in the participant file. For individuals and couples, disability documentation shall be provided for all disabled members of the

household. The Contractor shall provide DCHS with eligibility documentation as required by the following regulations:

- a. Income at time of move-in cannot exceed 30% of King County area median income;
- b. Chronically Homeless Verification; and
- c. Disability.
- 5. The Contractor shall provide Case Management, Housing Support Services, connections to physical and behavioral health care, employment supports, and other services that focus on the elimination of barriers to securing and maintaining permanent housing. To do so, the Contractor shall comply with the following:
 - a. The Contractor shall create a Housing Stability Plan for each household and provide Case Management services that are aligned with each individual Housing Stability Plan.
 - b. The Contractor shall not require services as a condition of housing. All services shall be Voluntary Services.
 - c. The Contractor shall have an established formal process for termination of assistance to participants. The process shall be written and provide for due process. Written termination policies and program rules shall be provided to all participants upon entry into a lease.
- 6. The Contractor shall provide services and operate from a framework that incorporates the following:
 - a. Culturally Competent Services;
 - b. Fair and Just Practices;
 - c. Harm Reduction principles;
 - d. Housing First;
 - e. Progressive Engagement; and
 - f. Trauma-Informed Care.
- 7. The Contractor shall comply with the following:

- a. The Americans with Disabilities Act (ADA), including access to assistive animals;
- b. Providing Permanent Supportive Housing that is accessible to all participants, including transgender and non-binary individuals, in their self-defined gender; and
- c. The Contractor shall have a written policy regarding the rights and responsibilities of program participants and applicable service restrictions or barring. Program participants shall be made aware of this policy upon admission or as soon as reasonably possible.
- 8. There are profound racial and ethnic disproportionalities within the homeless population, with both Black/African American and American Indian/Alaska Natives over six times more likely to be homeless. HTH is committed to seeing an annual reduction in the racial and ethnic demographic disproportionality among persons experiencing chronic homelessness in King County. In an effort to lead with racial equity, the Contractor is expected to ensure that its staff is trained in racial equity frameworks and practice and are undertaking continuous quality improvement and evaluation of this process.
- 9. The Contractor shall conduct monthly safety inspections for all units and send inspection reports to FMD Emergency Management Coordinator as detailed in the Fire Life and Safety Plan.
- 10. The Contractor staff shall check on the welfare of participants who have not been seen by staff within 48 hours by going to participant's unit.
- 11. The Contractor shall participate in DCHS HTH-focused service meetings, trainings, and learning circles. Date and times of these meetings shall be communicated to the Contractor by DCHS no less than five business days prior to the meetings.
- 12. The Contractor shall advance staff access to training opportunities in Equity, Diversity, and Inclusion (EDI), Trauma-Informed Care and Case Management; and other areas to support case managers and service delivery.
- 12 The Contractor shall have a written process for soliciting and incorporating feedback from participants and other screened, evaluated, or referred individuals into the services provided under this Exhibit for the purposes of improving the experience and outcomes of individuals.

- 13. The Contractor shall work to further goals and align with the vision outlined in the Implementation Plan.
- 14. A benefit is available to cover FCS (i.e., tenancy supports and housing Case Management) for Medicaid-eligible individuals with a medical necessity who meet one or more of four defined risk factors. The Contractor shall leverage this resource in order to work towards securing a staff-to-participant ratio of between 1:15 and 1:20. More information can be found on the <u>AmeriGroup FCS Page</u>.
- 15. The Contractor shall not make any significant changes to an approved program without prior written consent of DCHS. DCHS will consult with the City of Redmond on any significant program changes. Significant changes include, but are not limited to, a change in the agency providing the supportive services, a change in the project site, additions, or deletions in the types of activities listed in this Exhibit, a shift of more than ten percent of funds from one approved type of activity to another over the term of this Exhibit, or a change in the category of participants to be served.
- 16.Good Neighbor Commitment: In adherence with Redmond Municipal Code 21.57.010 for Permanent Supportive Housing, Transitional Housing, and Emergency Housing the Contractor shall develop and comply with the following terms:
 - a. Program Rules and/or Code of Conduct. Final program rules and code of conduct shall be reviewed and approved by the Redmond Police Department and the City's Director of Planning and Community Development.
 - b. Safety and Security Plan. Final Safety and Security Plan shall be approved by the Redmond Police Department.
 - c. Community Relations Plan. The Community Relations Plan shall be developed in consultation with the local community, site operators, service providers, those with lived experience, and City representatives. The plan shall be approved by the City's Director of Planning and Community Development.
 - d. Approved Parking Management Plan. The Approved Parking Management Plan shall be approved by the City's Director of Planning and Community Development.

- e. Community Advisory Group. The Contractor shall convene and host the Community Advisory Group after the project opens on a schedule agreed upon by the Advisory Group members.
- 17. Participation in Coordinated Entry for All (CEA):
 - a. Coordinated Entry for All (CEA): The Contractor shall participate in CEA, the coordinated entry and assessment system for King County. The requirements for participation with CEA are specified on the King County website:

https://kingcounty.gov/depts/community-humanservices/contracts/requirements/division-contractrequirements.aspx

- b. The Contractor shall work collaboratively with CEA. This includes having staff trained as CEA assessors, participation in case conferencing, posting available units as required by CEA, and HTH referrals. 35 percent of units will be designated for and filled through referrals under the CEA system.
- c. The Contractor shall work collaboratively with the County, the local jurisdiction, including Redmond's Homeless Outreach Administrator, and local service providers to identified eligible homeless individuals who are living in, near, or who have ties to the City of Redmond.
- d. Local set aside. Thirty-five percent of the units will be designated for and filled through local referrals. The remaining 30 percent of units are undesignated units and will be prioritized for local referral; however, said units may be filled through regional referral in the event that local referral is not available.
- 18. The Contractor shall participate in the HMIS as specified on the <u>DCHS</u> <u>website</u>.
- 19. Management and Operation of the Premises:
 - a. The Contractor shall develop and provide for approval by DCHS a copy of a comprehensive Program Policies and Operations Manual (PPO Manual) for the Facility during the term of the Exhibit prior to invoicing or, at the discretion of the County. The

PPO Manual shall include, but not be limited to, a description of the physical plant, the participant population, selection, grievance/ appeal and termination policies, the housing program and services, service providers, pet polices, weapon and security policy, storage of participant belongings, required data collection and documentation, and the maintenance and operation of the premises.

- b. Description of the staffing plan. The Contractor shall provide for approval prior to the project opening a description of the staffing plan that includes the following:
 - i. Names and contact information for on-site staff;
 - ii. Number of staff supporting residents and operations;
 - iii. Certification requirements.
 - iv. Staff training programs;
 - v. Staff to client ratios;
 - vi. Roles and responsibilities of all staff; and
 - vii. The prior experience of the operator in managing permanent supportive housing, transitional housing, or emergency housing.
- c. During the Exhibit period, the Contractor shall, subject to the rights of participants, provide DCHS and King County Facilities Management Division access to the Facility for periodic inspections to ensure compliance with the terms of this Contract.
- 20. Environment and Physical Facility:
 - a. The Contractor shall ensure facilities are kept in a safe and sanitary condition, and be in good repair with proper ventilation, lighting, and temperature control. A written maintenance plan must exist and made available upon request by DCHS.
 - b. The Contractor shall be responsible for maintenance and operations of the Facility, including cleaning, ensuring the Facility is in good repair and operable, removing graffiti, and any other reasonable operations parameters so the Facility is not a safety or community concern.

- c. Restroom facilities and wash bins, with hygienic supplies and/or equipment, shall be provided. A cleaning and maintenance schedule shall be in place that includes sanitizing restrooms on a regular basis as determined by the Contractor.
- d. The Contractor shall have a written policy for handling sharps (injection equipment, hypodermic needle, and other instruments used to pierce the skin), and as appropriate provide sharps disposal containers in the environment and ensure safe and appropriate disposal.
- e. The Contractor is strongly encouraged to have hand-cleaning stations such as dispensers of alcohol-based hand sanitizer, near entry doors and/or reception desks.
- 21. The Contractor shall ensure the following health and safety standards are maintained during the term of this Exhibit:
 - a. The Contractor shall ensure that participants understand that they are a vital part of the neighborhood and will facilitate open and on-going communication with neighboring participants, businesses, agencies, and law enforcement in order to promote neighborhood health, safety, and effectively address emerging issues.
 - b. Per legal guidelines regarding smoking in workplaces or within 25 feet of workplaces, no smoking shall be allowed in any service spaces. Smoking is also not allowed in the housing units.
 - c. The Contractor shall develop, maintain, and follow written policies and procedures for the prevention and control of communicable diseases. Policies shall include components of universal precautions, blood/air borne pathogens, tuberculosis (TB) and other infectious diseases.
 - d. The Contractor shall have a complete and accessible First Aid Kit that is stocked with sufficient supplies.
 - e. The Contractor is strongly encouraged to have at least one staff or volunteer certified in First Aid and CPR on duty at all times.
 - f. The Contractor shall have a process for internal reporting and reviewing of health and safety incidents.

- g. The Contractor shall handle and store hazardous materials, including cleaning supplies and hypodermic needles, appropriately to maintain safety.
- h. The Contractor shall have a written plan and process for reporting elder abuse and domestic violence.
- i. Educational training for all staff and volunteers shall be provided by the Contractor as often as necessary to reinforce safe work practices, but at least annually.
- j. The Contractor shall have a written security plan to deter theft and harm to participants and staff. A weapons policy designed to ensure the safety and security of all participants, staff, and volunteers shall be included in this plan.

22. Public Health Seattle/King County:

- a. The Contractor is strongly encouraged to adhere to and follow "Sanitation and Hygiene Guidance for Homeless Service Providers," (Guidelines) published on the <u>Public Health Seattle King</u> <u>County (Public Health) website</u>.
- b. In the event of an officially declared Public Health emergency, the Contractor shall implement recommendations from Public Health to respond to or prevent disease transmission and participate in coordinated outbreak prevention efforts as needed.
- 23. DCHS Web-Referenced Definitions or Requirements Site Language:

If any changes are made to web-referenced definitions or requirements, DCHS shall inform the Contractor in writing within two business days. It shall be the Contractor's responsibility to review the definition changes via the website and to inform DCHS' contract manager in writing when the definition review is completed.

- C. Milestones and Deliverables
 - 1. The Contractor shall meet the following milestones and deliverables:
 - a. Hire and train program staff by thirty days prior to Facility Opening Date.
 - b. Develop a lease up/referral plan for the Facility by January 10, 2024.
 - c. Develop a draft PPO Manual for the Facility by January 22, 2024.
 - d. Provide the facility staffing plan as outlined in Section V. Scope of Work. B.19.b. by January 10, 2024.
 - e. Achieve full occupancy within 120 days after the facility opening date.
 - 2. Acceptance of Deliverables

To serve the best interests of King County, the delivery of each Deliverable shall be subject to acceptance by DCHS. DCHS may withhold payment if it rejects or fails to accept a Deliverable; payment on the Contract shall not be considered acceptance of Work.

DCHS shall provide written notice to the Contractor of DCHS' acceptance or rejection of a Deliverable within fourteen (14) calendar days from the date of DCHS' receipt of such Deliverable. If DCHS does not accept a Deliverable, such notice shall include the reasons for such rejection, and the Contractor shall have fourteen (14) calendar days to cure the identified deficiency(-ies).

VI. <u>REPORTING REQUIREMENTS</u>

- A. The Contractor shall participate in monthly check-ins with DCHS staff either in person or by phone. Check-ins may be reduced or increased in frequency based on program needs and DCHS needs to ensure program accountability and the provision of adequate support for the program.
- B. The Contractor shall report changes to staffing that differ from the staffing included in this Exhibit at a minimum, monthly, and included as comments with the Billing Invoice Package (BIP).
 - 1. The Contractor shall enter and review the HMIS data each month and each quarter to confirm that counts of served, new, exits, unit nights, and households served are accurate, complete, and up to date for the contract associated with this program in HMIS. DCHS may export required reporting data from HMIS, including demographics, as needed.
 - 2. The Contractor shall review the HMIS Data Quality Report each month on the HMIS website and ensure data completeness.
 - 3. The Contractor shall comply with additional reporting requirements as determined in the HTH Performance Measurement and Evaluation (PME) Plan and the Implementation Plan.
 - 4. The meeting and reporting requirements of this Section VI. shall begin on the date this Exhibit becomes effective.
- C. DCHS reserves the right to request additional supporting documentation or information, as needed, and between reporting periods. A minimum of three business days' notice shall be provided to the Contractor. If the Contractor believes such notice is inadequate to prepare the report, it shall work with DCHS to adjust the due date for additional requested information. The Contractor is further required to engage in continuous quality improvement as outlined in the PME Plan in partnership with DCHS.

- D. If, through analysis of the required reports and data or through conversations with the Contractor, it is determined that the program model, as described in this Exhibit, is not successfully or sufficiently serving the King County [population] community, the Contractor agrees to work with DCHS to re-envision the program model, make changes to the PME Plan and adjust the program activities. Such adjustments will be documented in a written amendment to this Exhibit signed by both parties.
- E. The meeting and reporting requirements of this Section VI. shall begin on the date this Exhibit becomes effective.

VII. MONITORING AND EVALUATION REQUIREMENTS

- A. The Contractor shall cooperate fully with DCHS in scheduled monitoring to determine Contract compliance. DCHS shall notify the Contractor of the monitoring schedule with at least five business days advance notice.
- B. The Contractor shall participate as requested by DCHS in DCHS performance measurement activities.
- C. Contractors with funding through HTH shall participate in PME activities as detailed in the PME Plan and Implementation Plan
- D. Contractors collaborate with DCHS PME staff and DCHS program managers to identify the program-specific data elements, performance targets and metrics, and data transmission methods which will be detailed in the PME Plans. Contractors shall also comply with other PME activities associated with other fund sources as applicable.

VIII. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

The Contractor shall submit a BIP in ZoomGrants monthly that consists of an invoice statement along with posted financial statements documenting billed costs, vendor invoicefor all costs above \$1,000 in a format approved by the County. Reports shall be submitted successfully before the BIP may be considered complete. The format of reports may be subject to change. The Contractor shall retain on file complete backup documentation for all invoiced costs (including receipts, invoices, timesheets, copies of checks) which shall be made available to DCHS upon request. The BIP is due within fifteen (15) working days after the end of each month. Payment is due and shall be made within 30 days from when the BIP is approved by DCHS. Incomplete or inaccurate BIPs shall be returned to the Contractor for corrections and resubmission.

B. Eligible Costs

The Contractor shall apply the funds in this Exhibit in accordance with the budget summary below. Total annual payments shall not exceed the annual budgets as listed below:

Line-Item Budget Summary	Operating Year	Annual Budget
Services/Operations/Propert y Management -HTH Base Funding	01/01/2024 — 12/31/2024	\$2,500,000
Services/Operations/Propert y Management -HTH Base Funding	01/01/2025 — 12/31/2025	\$2,625,000
Services/Operations/Propert y Management -One-Time Start Up Funding	11/01/2023 — 12/31/2025	\$50,000
Not to Exceed		\$5,175,000

C. Compensation

Upon the acceptance of the Contractor's services, Deliverables, and/or achievement of Milestones, each as applicable and performed during the Services Period, and the delivery and acceptance of correct BIP, DCHS shall make approve monthly payments.

The total amount of payments to the Contractor shall not exceed <u>\$5,175,000</u> of this Exhibit unless otherwise approved by King County in writing.

Ongoing funding for the full term of this Exhibit shall also be contingent on the Contractor's implementation of the program as described, continued funding availability, and other contractual requirements contained in the Contract and this Exhibit.

- D. Method of Payment
 - 1. The Contractor shall apply the funds in this Contract to the project in accordance with the line-item budget summary outlined in Section VIII.C.
 - 2. The Contractor shall only bill for costs incurred within the services period. The final invoice of the Services Period is due by the 25th day after the Contract end date.
 - 3. The County shall review, on a monthly basis, the Contractor's level of expenditure as reported on invoices and compared to the Contractor's expenditure projections as approved by the County.

Failure to expend funds at the projected rate may result in a reduction of those funds to the Contractor. The level of funds reduction shall be negotiated between the County and the Contractor with the County retaining the authority to set the reduction level. Any recouped funds shall be recaptured by the County.

- 4. Payment to the Contractor may be withheld for any month in which the Contractor has not satisfied the requirements specified in Section II of this Contract, or in which the BIP is incomplete.
- 5. The Contractor shall not invoice and charge the County for incurred costs which are also specifically paid for by another source of funds.
- 6. If the Contractor is temporarily closed due to circumstances such as adverse weather conditions, natural disasters, or any other unforeseen situations that would impede safe operations, the County may waive the sanction for underperformance upon approval of a written explanation from the Contractor. This waiver may be requested for a period of up to 30 days.
- 7. With written approval from the County, the Contractor may make changes to the line-item project budget for Phase 2, within ten percent of the total budget, without requiring an official contract amendment.
- E. Material Changes in Revenue

The Contractor shall advise King County quarterly of any material changes in revenues from sources other than the County that are used to provide the services funded under this Exhibit. The Contractor agrees to renegotiate, as needed, if the County determines that such changes are substantial.

THETION	POL	CY PROCE	DURES
SALVANY		through Housing Redmond fety and Security Plan	
Seattle Social Services	Last Revised: 3/11/2024	Approved: 3/11/2024	Effective Date:

Residential Supervision & Staffing Details

The Salvation Army is committed to providing a healthful and safe environment for all program participants and employees. To ensure the safety and smooth operations of the Health through Housing Redmond facility, the program is staffed 24 hours a day, along with video surveillance of entrance and exit points to and from the facility. People seeking to access the facility will be directed to a staffed reception and main entrance through signage, primary pathways and the use of restricted access doors/gateways and fencing. All program participants have access to staff support 24-hours per day. Management is on-site during normal business hours and are on-call 24 hours to provide support to frontline staff, as needed, for urgent matters. All employees of the program are trained in crisis intervention and emergency procedures.

Code of Conduct Overview

HTH Redmond is a diverse community and strives to create a culture of safety, mutual respect, and the well-being of all program participants. For the benefit of all program participants the following policies promote a safe environment conducive to stabilization of all residents.

We value respectful interactions among residents and staff. We encourage open communication, empathy, and cooperation to maintain a harmonious living environment. In line with our commitment to respect:

Non-violence

We expect all community members to refrain from engaging in violence, including physical, verbal, or psychological harm to others. This encompasses bullying, harassment, stalking, threats, intimidation, or any behavior that creates a hostile atmosphere. Violence of any kind is unacceptable and will be grounds for removal from the property and/or program pending a review to allow for mitigating circumstances.

Respecting Personal Boundaries

We uphold the importance of personal boundaries and consent. Unwanted advances, gestures, statements, or any form of invasive behavior are not acceptable and will be grounds for removal from the property and/or program pending a review to allow for mitigating circumstances.

Inclusive Language and Behavior

HTH Redmond is a diverse community, and we celebrate this diversity. Everyone is expected to contribute positively to this community. Discriminatory, derogatory, and demeaning language and behavior is not tolerated, and will be grounds for removal from the property and/or program pending a review to allow for mitigating circumstances. We recognize the importance of using inclusive language, including respecting individuals' gender identities and pronouns. Deliberate misuse of gender pronouns, or any form of language that disregards or disrespects someone's gender identity, is considered a

THEITON	POLICY PROCEDURES			
SALARMY	Health through Housing Redmond Safety and Security Plan			
Seattle Social Services	Last Revised: 3/11/2024	Approved: 3/11/2024	Effective Date:	

violation of our Code of Conduct. Misgendering, intentionally using incorrect pronouns, or any other behavior that contributes to a hostile or unwelcoming environment based on gender identity is not acceptable. By fostering an inclusive language and behavior environment, we contribute to a more welcoming and respectful community for everyone. For more details, please refer to the HTH Redmond Code of Conduct document.

Behavioral Health Crisis Response Protocol

Defining Crisis Response

For the purpose of this document, a "crisis" is defined as any unstable situation that poses imminent risk of harm to those involved or requires urgent intervention. This risk may include physical, psychological, or medical emergencies. Crisis situations can be challenging and stressful for all parties involved, including the person intervening. The following guidelines are intended to help staff navigate difficult situations in a safe and calm manner--one that prioritizes the assessment of imminent danger and the behavioral support of residents, while also considering self-care and personal safety.

Staff Standard Operating Procedure

- I. Assess and Secure the Scene
 - Secure the area to ensure the safety of all clients and staff.
 - Immediately assess the crisis scenario while considering behavioral health factors.
 - If there is a potential threat to the safety of staff or other clients or signs of a medical emergency, call 9-1-1.
 - If there is not a threat of safety to staff or other clients, determine and initiate the appropriate behavioral health response (see section II below).
 - If the assessing staff member is unable to make a determination, immediately delegate the task to the next closest available staff member.
- II. Initiate Behavioral Health Response
 - If the escalated person does not pose an immediate threat to staff or other residents, staff will attempt to de-escalate the situation directly by employing behavioral health techniques and crisis intervention strategies, including the de-escalation best practices listed below.
 - Assess if the escalated person may benefit from engagement with the King County Mobile Response Team (MRT)/Designated Crisis Responder (DCR) evaluation based on the criteria outlined in RCW 71.05¹ (danger to self, others, or gravely disabled). MRT is

¹ Revised Code of Washington Chapter 71.05 pertains to the involuntary treatment of individuals with mental health issues in the state of Washington. This statute outlines the criteria and procedures for the involuntary commitment of individuals who may pose a danger to themselves, others, or are gravely disabled due to a mental disorder. It establishes the legal framework for assessing and providing mental health treatment to individuals in crisis while safeguarding their rights and well-being.



able to provide immediate crisis intervention and may also deploy DCR resources if deemed appropriate. Mobile Response Team contact information can be found at the bottom of this document.

III. Initiate Incident Debrief

- Complete an Incident Report as soon as the crisis has resolved. Be sure to incorporate any behavioral health considerations into the assessment.
- Email the Incident Report to the Program Director for review and determination of next steps.
- Share necessary information, including behavioral health assessments, with clinical staff as appropriate and allowable under HIPAA.
- Add Incident Reports and other relevant documentation, including behavioral health evaluations, to the client's file.
- Directly involved program staff will meet with program leadership for a comprehensive debrief to ensure staff safety and review behavioral health strategies employed during the incident.

De-Escalation Best Practices

Crisis situations often come with warning signs that an individual's behavior is escalating. The following intervention methods aim to de-escalate a crisis before it becomes dangerous:

- Empathy -> Avoid judgement and discounting feelings.
- Clarify messages -> Listen and ask reflective questions using both silence and Restatements.
- Respect personal space -> Provide at least 3 feet of space.
- Self-awareness -> Be aware of personal body language and the message it may send. Standing eye-to-eye and toe-to-toe may send a challenging message. Instead, stand or sit at an angle or off to the side. Keep non-verbal cues nonthreatening (i.e. tone, gestures, facial expressions, movement)
- Ignore challenging questions -> Avoid power struggles. Do not engage in challenges to your authority or facility policy.
- Permit verbal venting when possible -> Allowing an individual to release as much energy as possible by venting verbally may eventually have a calming effect.
- Minimize stimuli and safety risks -> clear the area of onlookers as much as possible.
- Set and enforce reasonable limits -> When setting limits, offer choices. Be concise in stating directives and/or consequences.
- Avoid overreacting -> remain calm and professional. Your response directly affects the person's behavior.
- If a situation escalates and safety is at risk, clear the area and get to a safe location. Proceed in requesting assistance of local law enforcement by calling 911. Do not put yourself in harm's way at risk of a physical assault.



Emergency Preparedness and Response Protocol

This quick reference contains emergency preparedness and response information to assist staff in responding to emergency situations. Staff guidelines to remember in all emergency situations include:

- Call 9-1-1 for emergency assistance.
- Be familiar with building evacuation plans, including the location of evacuation gathering areas.
- Know your Salvation Army Emergency Contact.
- Ensure that all directives provided by Police and other first responders are followed and that respondents and participants are treated with respect.

Fire Life Safety

Detailed fire life safety plans and standing operating procedures, including fire prevention practices, drill schedule, fire watch protocols, and escape/evacuation plans, are developed in coordination with Redmond Fire and King County Facilities Management Division. Final approved versions will be incorporated into this document and into the training of all onsite staff.

Medical Emergencies

- When to call 9-1-1
 - Persistent or sudden chest pain
 - Breathing emergencies (choking, etc.)
 - Uncontrollable bleeding
 - Severe altered consciousness or mental status
 - Life-threatening injuries, such as injuries from falling, severe head injuries, severe burn, etc.
 - Anytime the use of Naloxone is required (see Naloxone Policy)
 - o If you are in doubt about the seriousness, always call 9-1-1.
- Staff Standard Operating Procedure
 - Secure the scene and assess the situation.
 - Call 9-1-1.
 - Initiate First Aid (following the documented First Aid policy and with consent from the injured person).
 - Ask another staff member or bystander to direct police, fire, and medical personnel to the scene.
 - Remain with the individual until first responders arrive.

Additional Safety & Security Operations

Parking Management



To ensure a safe, orderly, and secure environment for all residents at The Salvation Army's HTH Redmond site, the following parking management guidelines have been established:

- All residents must register their vehicles with The Salvation Army upon arrival, providing vehicle details such as make, model, and license plate number. Proof of vehicle ownership is required for registration. Each resident is permitted to register only one vehicle for parking at the facility.
- Only vehicles in operable condition will be allowed in the parking area.
- Designated parking areas will be assigned to each registered vehicle. Residents are prohibited from parking along the street or in other areas alongside the HTH Redmond facility.
- The parking area will be under 24-hour monitoring and will be fenced to enhance security and control access.
- Sleeping or camping in vehicles within the HTH Redmond parking lot or alongside the facility is strictly prohibited.
- Non-compliance with these parking rules may result in the revocation of parking privileges and/or other disciplinary actions.

Other Safety & Security Measures

- Staff will patrol the perimeter areas, parking lot, smoking area and outside gathering areas every 30 minutes outside of sleeping hours.
- Staff will partner with its residents to patrol open spaces and surrounding vegetation to pick up trash and dispose of any stashed items around the property. Staff will work with residents to support proper storage of personal items.
- Staff will maintain a daily logbook of activity and incidents that occur onsite.
- Staff will work with Redmond Police Department to develop active threat plans for the building and surrounding property in the event of an active threat incident at the location.

Important/Emergency Phone Numbers

Redmond Police Department Non-Emergency Phone: Redmond Fire Department Non-Emergency Phone: TSA Health Through Housing (HTH) Program Director: TSA Seattle Social Services (SSS) Director of Programs: Designated Crisis Responders: Suicide Hotline:

Community Relations

Plan

HTH Redmond Operated by The Salvation Army

Last Revised: 2/14/2024



Community Relations Plan

Introduction

Background: The Salvation Army is providing this Community Relation Plan in fulfillment of the Operational Agreement as required by Redmond Zoning Code 21.57; this plan seeks to address our neighborhood considerations in support of those exiting homelessness at the Redmond Health through Housing project

Business Partners to the plan: Partners to this agreement include agencies required to operate the *HTH Redmond Emergency Housing/Permanent Supportive Housing*, including its Housing Operator and Local Government Partners

- Housing Operator: The Salvation Army
- Local Government Partners: King County, City of Redmond

Community and Neighboring Partners to the plan: Partners including local businesses and residential neighbors living in and around the HTH Redmond *site*.

Boundaries of this agreement: Within 2 blocks of the HTH Redmond Site.

Legal Status of Agreement: Parties to this plan are committed to maintaining the safety and livability of the area in relation to HTH Redmond; it is to this end they enter into this agreement. All participants understand this agreement is **not a legally binding contract**, nor is it intended to be.

Purpose, Assumptions, & Goals: The purpose of this plan is to identify ways for the Salvation Army to engage with surrounding neighbors, including residents and businesses to c work together to address the potential impacts of the HTH Redmond site as well as be good neighbors in support of clients/residents/guests of the facility. This plan aims to formalize goodwill and positive working relationships with neighbors.

Inherent in this Community Relations Plan is the assumption that all parties have certain basic rights. These include:

- All neighbors have the right to safety and to access their private properties and public spaces.
- All neighbors have the right to access available community resources, services, and public facilities to meet their needs.

The goals of this Community Relations Plan are as follows:

- Foster open communication and understanding among all Partners.
- Mitigate issues through prevention, planning and proactive engagement.

- Enhance neighborhood safety through connection, problem-solving and supportive relationships among people and organizations.
- Hold space for sharing the interests of immediate neighbors and businesses to HTH Redmond with its operator and residents, and vice versa.
- Provide a forum for ongoing community relations.
- Demonstrate ongoing support and commitment from all partners.

Agreements

All Partners agree to:

- Abide by this agreement.
- Participate in collaborative problem-solving around issues that arise within the boundaries of this agreement.
- Develop, maintain, and enhance good working relationships between the Partners named in this agreement.
- Use direct, respectful, and civil communication.
- Promote responsiveness to community concerns by:
 - Resolving concerns raised by any Partner as collaboratively and directly as possible; and
 - Encouraging neighbors or other community members to contact The Salvation Army directly regarding questions or concerns about HTH Redmond.
- Enhance neighborhood safety and livability and promote access to services by:
 - Fostering positive relationships between HTH Redmond residents and their neighbors;
 - Supporting measures that promote safety, welcome, and investment in the neighborhood among all community members; and
 - Reporting unlawful activity and medical emergencies to 911
- Participate in ongoing communication with neighbors, business partners, and the housing operator.

The Housing Operator agrees to:

- Offer ongoing services that support clients/residents in achieving long-term personal goals that contribute to their self-sufficiency and permanent housing solutions.
- Train staff to address client needs with evidence-based tools such as trauma-informed approach, motivational interviewing, de-escalation skills, and conflict resolution skills.
- Encourage clients/residents to be good neighbors by abiding by the HTH Code of Conduct
- Train staff to encourage good neighbor behavior from residents by modeling prosocial behaviors and providing individual and group programming on the skills of daily living.
- Maintain the livability of the HTH Redmond property.
 - Encourage clients/residents to reduce litter and provide opportunities for litter patrol.
 - Provide regular trash, compost, and recycling services.
 - Encourage the client/resident not to leave belongings outside property by providing viable alternatives and enforceable accountability measures.
 - Diligently upkeep the HTH Redmond property in partnership with King County, ensuring a wellmanaged and maintained property.
 - Promptly notify King County of any significant damage to the property.

- Designate an outdoor smoking space on property in accordance with Washington State law.
- Designate on-site parking spaces for residents, guests and staff and enforce the parking management plan (see below).
- Encourage residents to have a sense of ownership and pride in their neighborhood through the building of life skills, community integration services from case managers, and connections with local community agencies.
- Create and participate in opportunities for engaging Community and Neighboring Partners and other community members/leaders and forming relationships between those parties and HTH clients/residents.
- Connect community members with appropriate authorities or agencies as needed.
- Elevate concerns of unneighborly behavior by, toward, or regarding HTH residents/clients at Community Relations meetings.
- Appoint a manager who will serve as the neighborhood liaison. This position will lead neighborhood meetings, act as the point person for community feedback, conduct outreach to local businesses, and attend community meetings.

Community and Neighboring Partners agree to:

- Make a good faith effort to build relationships with HTH residents/clients.
- Commit to regular attendance of and meaningful participation in community relations meetings.
- Maintain open, solutions-focused communication with all Partners named in this agreement.
- Elevate concerns of unneighborly behavior by, toward, or regarding HTH residents/clients' community members at Community Relations meetings
- Address questions or comments to The Salvation Army's designated points of contact.
- Immediately report to The Salvation Army's designated point of contact any issues that arise relating to the physical or structural aspects of the HTH Redmond property.

Local Government Partners agree to:

- Continue to engage with the Housing Operator and, as appropriate, have staff representation at community meetings convened by The Salvation Army or other organizations in relation to this site.
- Address concerns that fall within their respective jurisdictional authority with promptness and transparency.
- To regular attendance of and meaningful participation in ongoing community relations meetings
- Commit to tracking community needs and trends and proactively responding to these needs.
- Be a good faith partner in ensuring the success of HTH Redmond.

Community Engagement Processes

Community Relations Meetings: The Salvation Army will hold monthly community meetings that are open to neighbors and businesses. The Salvation Army will actively invite neighbors that live within the boundaries of this agreement. These meetings will focus on providing the community with updates on the project, addressing community concerns, and allow for feedback from neighbors. As needed, The Salvation Army will meet with a smaller group of individuals that represent various neighborhoods, communities, and business groups in order

for them to provide more in-depth feedback. Group members will start as those identified by the City of Redmond for the Community Advisory Group.

Parking Management

To ensure a safe, orderly, and secure environment for all residents at The Salvation Army's HTH Redmond site, the following parking management guidelines have been established:

- All residents must register their vehicles with The Salvation Army upon arrival, providing vehicle details such as make, model, and license plate number. Proof of vehicle ownership is required for registration. Each resident is permitted to register only one vehicle for parking at the facility.
- Only vehicles in operable condition will be allowed in the parking area.
- Designated parking areas will be assigned to each registered vehicle. Residents are prohibited from parking along the street or in other areas alongside the HTH Redmond facility.
- The parking area will be under 24-hour monitoring and will be fenced to enhance security and control access.
- Sleeping, residing in tents, or camping in vehicles within the HTH Redmond parking lot or alongside the facility is strictly prohibited.
- Follow all relevant parking regulations for adjacent right of way.
- Non-compliance with these parking rules may result in the revocation of parking privileges and/or other disciplinary actions.

Dispute Resolution

To address and resolve community complaints effectively, The Salvation Army has established the following dispute resolution procedures for the HTH Redmond project:

- Community members who have concerns or complaints are encouraged to submit their complaint in writing to The Salvation Army's Neighborhood Liaison.
- Upon receiving a complaint, the Neighborhood Liaison will promptly address the issue, seeking to resolve it directly with the involved parties.
- If the issue remains unresolved after the initial attempt, the complaint will be escalated to the HTH Redmond Director for further review and resolution.
- The HTH Redmond Director will evaluate the complaint, potentially involving other relevant staff or external advisors, to ensure a fair and effective resolution.
- Once a resolution is determined, the HTH Redmond Director or the Neighborhood Liaison will communicate the outcome to the concerned community members, ensuring transparency and closure of the issue.

Key Contacts

Who to Call:

If you witness illegal activity or a medical emergency: 911

If you see littering/graffiti within the agreed upon area surrounding the HTH property: TBD

If you see littering/graffiti on the HTH Redmond property: TBD

If you have ideas on collaboration, community engagement or process improvement: TBD



<u>Purpose</u>

As operator of HTH Redmond, The Salvation Army's goal is to serve eligible individuals by supporting their transition to safety and stability via supportive housing. We strive to create an environment of mutual respect for residents and employees of all backgrounds and cultures. The HTH Redmond Code of Conduct agreement provides clear behavioral expectations and guidelines that support this mission.

<u>Scope</u>

As a HTH Redmond participant, you have the right to:

- 1. Be safe We expect all community members to refrain from engaging in violence, including physical, verbal, or psychological harm.
- 2. Be respected HTH Redmond is a diverse community, and we celebrate this diversity. You will not be discriminated against on the basis of your national origin, age, religion, race, color, sexual orientation, or gender identity. Discriminatory, derogatory, and demeaning language and behavior is not tolerated in this program by staff or clients.
- 3. Be seen and heard You are encouraged to speak with a staff member or submit a grievance for support handling a conflict or concern. All situations will be addressed through a trauma-informed lens.
- 4. Privacy Your stay at HTH Redmond is confidential and will not be disclosed by staff without a signed Release of Information or signed court order/warrant.
- 5. Self-determination You can create your own goals and choose how and when you engage in housing supportive services such as employment navigation, transportation support, and on-site health services.

You are responsible for your own conduct. In order to protect the safety of all HTH program participants, you must agree to the following:

- **Comply with all applicable laws**. Residents shall obey and comply with all federal laws, state laws and city ordinances and shall abide by all rules and regulations adopted by the Salvation Army (operator) and King County (property owner)
- **Interact in a respectful manner** with all other persons regardless of their national origin, age, religion, race, color, sexual orientation, or gender identity. This means:
 - Actively helping to maintain a safe and supportive community.
 - No hate speech or demeaning language including coarse joking, threats, insults, purposeful misgendering, deadnaming or derogatory statements.
 - No sexual harassment including any unwanted advances, gestures, statements, or interpersonal behaviors taken without prior consent.
 - \circ Keeping noise at a respectful volume and adhering to any posted quiet hours.
- Adhere to health and safety guidelines, including:



- No acts of violence –including bullying, harassment, stalking, threats, intimidation, or any behavior that creates a hostile atmosphere. Violence of any kind is unacceptable.
- \circ No weapons or illegal activity as defined by city ordinance, state, and federal law.
- No use of personal heating appliances or open flames. Use of incense, candles or any other products that produces a flame or smoke are prohibited on the property.
- No smoking, vaping, or tobacco use except in designated outdoor smoking shelter areas.
- \circ $\,$ No use of illicit drugs as defined by state and federal law.
- Maintain a private and confidential facility, which means:
 - No day-time visitors allowed without prior staff approval. No overnight visitors except where required by law (e.g. as a disability accommodation).
 - No entering other participants' designated units without their prior consent.
 - No sharing of personal details about other participants with others.
- Caring for your personal belongings, which means:
 - Keeping medication locked up at all times.
 - Keeping service animals under control at all times.
 - Storing personal items in your room.
 - Helping to keep your room in good condition.
 - Helping to keep community spaces tidy and clean.
- Respect your neighbors, which means:
 - Adhering to the rules of surrounding businesses when using their services.
 - Being a good neighbor by treating anyone who lives in or nearby HTH Redmond with kindness.
 - Respecting the property of surrounding neighbors
- Notify a staff member when you have concerns or challenges if a resident, employee, or other situation is impacting your rights to a safe and healthy environment, it's best to report the matter to a staff member instead of handling the problem yourself. Staff can assist you in filling out a grievance and obtaining trauma-informed review of the incident by the HTH Redmond leadership team.

Compliance

All program participants are required to demonstrate their best effort to comply with all standards of conduct described in this Code of Conduct.

Any individual found to be out of compliance with this Code of Conduct may be subject to a range of steps including and up to removal from HTH Redmond.

Certification



By signing below, I attest that I understand:

____ I understand this code of conduct and will abide by them.

I understand that choosing not to abide by this code of conduct may result in removal from the HTH Redmond program.

_____ If I do not understand or am having a hard time adhering to this code of conduct, I will ask a staff member for support.

Resident Name (Printed)

Signature

Date

PLYMOUTH HOUSING FUNDING COMMITMENTS

(as of April 2024 and subject to change)

	Kenmore Fundin	g	Redmond Funding		
Plymouth	Plymouth Sponsor Loan (Residential)	\$ 1,442,764	Plymouth Sponsor Loan (Residential)	\$ 1,442,764	
Plym	Plymouth Sponsor Loan (Commercial)	\$ 1,422,974	Plymouth Sponsor Loan (Commercial)	\$ 1,422,974	
	City of Kenmore - land	\$ 1,890,000	City of Redmond – land	\$5,500,000 ⁱ	
Cities	City of Kenmore - ARPA	\$ 3,600,000	City of Redmond – CIP Allocation	\$ 3,200,000	
	ARCH	\$ 3,279,729	ARCH	\$ 3,279,729	
State and Federal	9% Low Income Housing Tax Credits (LIHTC- Administered by WSHFC)	\$29,060,203	9% Low Income Housing Tax Credits (LIHTC- Administered by WSHFC)	\$29,060,203	
	State Housing Trust Fund (HTF) (Administered by Commerce)	\$ 2,146,385	State Housing Trust Fund (HTF)	\$ 3,200,000	
	State Direct Appropriation	\$ 1,000,000			
	National Housing Trust Fund	\$ 4,223,011	State Transit Oriented Development Acct	\$ 4,200,000	
	Federal Home Loan Bank (FHLB)	\$ 1,000,000	Federal Home Loan Bank (FHLB)	Fund transfer grant to be submitted	
	Total Prior Kenmore Commitment	\$ 49,065,066	Total Current Redmond Commitment ⁱⁱ	\$51,305,670	

ⁱ 2019 purchase price (2023 Appraised Value: \$4,664,300)

[&]quot; Subject to change based on additional fund raising efforts

Plymouth Housing-Redmond Engagement & Development Timeline



FEBRUARY 2024

City Council authorizes mayor to facilitate Cleveland St. property transfer to Plymouth



SUMMER 2024

Recruitment for the Community Advisory Group begins with input from neighbors, residents, and stakeholders



LATE 2024

Community Advisory Group kicks off and begins drafting Community Relations Plan with Plymouth and City



MID 2025

Community engagement continues, hosted by Plymouth and the Community Advisory Group



SUMMER 2026

Plymouth Housing-Redmond building opens (estimated)

UPDATED APRIL 2024



SPRING 2024

Predevelopment, site inspection, and permit application preparation; focused community engagement begins



Plymouth submits construction permits to City and review process begins; Community Advisory Group members selected



EARLY 2025

Groundbreaking (estimated)

LATE 2025

Operational Agreement and Community Relations Plan submitted to City (estimated)

