

City of Redmond



Agenda

Tuesday, July 15, 2025

4:30 PM

City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplify 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

Jeralene Anderson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Angie Nuevacamina

Melissa Stuart

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

AGENDA

ROLL CALL

A. Action Items - 35 minutes

1. Lake Washington School District 2025-2026 School [CM 25-419](#)
Community Resource Officer Contract Agreement

[Attachment A: LWSD and City of Redmond MOU](#)

[Attachment B: LWSD Standard Operating Procedures](#)

Department: Police, 10 minutes

Requested Action: Consent, August 4th

2. Contract with Leasing2 for the Financing of SCBA and Air [CM 25-423](#)
Cylinder Equipment

[Attachment A: Agreement](#)

Department: Fire, 10 minutes

Requested Action: Consent, August 4th

3. Approval of Interlocal Agreement for Hazardous Materials [CM 25-421](#)
Response

[Attachment A: Interlocal Agreement](#)

Department: Fire, 5 minutes

Requested Action: Consent, August 4th

4. Approve Agreement to Administer Homeless Outreach [CM 25-402](#)
Software in Partnership with City of Kirkland and City of
Bellevue

[Attachment A: Agreement for Apricot](#)

[Attachment B: Agreement for Apricot Redlined](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, August 4th

5. Proposed King County Community Development Block Grant [CM 25-417](#)
(CDBG) 2026 Funding Allocation Plan

[Attachment A - Proposed 2026 Redmond CDBG Allocation Plan](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, August 4th

B. Feedback for Study Session - N/A

C. Informational - N/A

D. Read Only

1. RPD Police Activity Report Q2 2025 [CM 25-418](#)

[Attachment A: Presentation](#)

Department: Police

ADJOURNMENT

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: 7/15/2025

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 25-419

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2521
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DEPARTMENT STAFF:

Police	Brian Coats	Deputy Chief
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TITLE:

Lake Washington School District 2025-2026 School Community Resource Officer Contract Agreement

OVERVIEW STATEMENT:

Staff is requesting Council approval to renew the Interlocal Agreement (ILA) between the City of Redmond and the Lake Washington School District (LWSD) for continued police services during the 2025-2026 school year.

The Redmond Police Department remains committed to supporting a strong, collaborative partnership with LWSD. Based on input from police staff and Council, the district transitioned from the traditional School Resource Officer (SRO) program to a Community Resource Officer (CRO) model beginning in the 2023-2024 school year under a Memorandum of Understanding (MOU).

The attached ILA formalizes the continuation of the CRO program and extends police support through the end of the 2025-2026 academic year.

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
LWSD MOU and Standard Operating Procedures
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**

N/A

OUTCOMES:

This agreement continues the police services currently provided by the Redmond Police Department to the Lake Washington School District and includes funding in consideration for those services. Historically, an officer was assigned to Redmond High School and the surrounding middle schools as staffing permitted. The district is continuing with the same scope of service as last year, maintaining its partnership with the police department with one Community Resource Officer assigned to Redmond High School and its feeder schools.

In a collaborative effort between the LWSD and law enforcement agencies within the district, a Standard Operating Procedure Manual was created to assist in the communication, cooperation, and mutual understanding between the Community Resource Officers, school administrators and the student population.

The following are the five Purpose Statements of the Community Resource Officer program:

- Provide expertise, guidance, collaborative planning, and response to the district related to threats of harm, safety, and security in the context of the district's Layered School Safety Program.
- Increase understanding of each agency's operations and impacts on service and response.
- Help keep students out of the criminal justice system.
- Provide positive interactions between police officers, school staff, students, and families.
- Facilitate connection for school staff, students, and families to supportive community services.

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:

This agreement will allow for the City to receive \$125,419.39 from LWSD for services provided by the assigned Community Resource Officer for the 2025-2026 school year.

Approved in current biennial budget: ☒ **Yes** ☐ **No** ☐ **N/A**

Budget Offer Number:

228 Criminal Justice

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs: ☐ Yes ☐ No ☒ N/A

If yes, explain:

N/A

Funding source(s):

General Fund

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
8/4/2025	Business Meeting	Approve

Time Constraints:

The approved contract will commence at the beginning of the school year and remain effective for nine months.

ANTICIPATED RESULT IF NOT APPROVED:

The police department would be unable to invoice and collect payment from LWSD for police services rendered during the 2025-2026 school year.

ATTACHMENTS:

Attachment A: LWSD and City of Redmond MOU

Attachment B: LWSD Standard Operating Procedures

Lake Washington School District Community Resource Officer Program Memorandum of Understanding (MOU)

This Agreement is made and entered into this ____ day of _____, 2025 by the Lake Washington School District #414 (referred herein as “District”) and City of Redmond referred to herein as “City”) for the purpose of establishing a Community Resource Officer Program Memorandum of Understanding (“MOU”) in the public school system in King County. *The District and the City are collectively referred to as “the Parties.”* In consideration of the terms and conditions set forth herein, the Parties agree as follows:

ARTICLE I

- 1) The purpose of this MOU is for the City to provide contract services in the form of a Community Resource Officer Program to the District. The primary purposes of the Community Resource Officer Program are:
 - a) Provide expertise, guidance, collaborative planning and response to the District related to threats of harm, safety, and security in the context of the District’s Layered School Safety Program;
 - b) Increase understanding of each Parties’ operations and the impacts on services and response;
 - c) Help keep District students out of the criminal justice system;
 - d) Provide positive interactions between law enforcement officers, school staff, students, and families; and
 - e) Facilitate connection for school staff, students, and families to supportive community services.
- 2) The Community Resource Officer Program is compliant with all requirements of RCW 28A.320.124 and amendments included in HB 1214.

ARTICLE II

- 1) Obligations of the City:
 - a) Staffing – the City shall assign one regularly employed officer per high school feeder pattern within the City of Redmond. The Community Resource Officer will provide services as outlined in all district schools within the feeder pattern. The services provided are in addition to routine police services already provided by the City.
 - i) Should the City have resources that can provide additional Community Resource Officers, these additional positions may be added with agreement from the District.
 - b) Training – the City shall ensure that officers assigned as Community Resource Officers have appropriate training as outlined in the Community Resource Officer Standard Operating Procedure Manual.
 - c) Regular Hours of Duty – Community Resource Officers shall be available Monday through Friday during normal school hours of operation. This expectation does not prohibit officers from participating in emergency response or fulfilling training requirements as determined by the Chief of Police or designee.
 - i) Each CRO will strive to visit a different school each week, as outlined in the Standard Operating Procedure Manual.
 - ii) All CRO absences will be reported in a timely manner to the District so that schools can be made aware that CRO services are interrupted.
 - d) Data Collection – the City shall collaborate with the District to collect and display data related to the Community Resource Officer Program on a public dashboard.
 - e) Participation in District meetings – the City shall attend and/or participate in regularly scheduled meetings held by the District. The purpose of these meetings is to increase collaboration between the District, the City, and the Community Resource Officer.
 - f) Complaints – should a complaint arise regarding a Community Resource Officer; the City will provide the District with prompt notice and will collaborate with the District regarding appropriate response as outlined in the Community Resource Officer Standard Operating Procedure Manual.
- 2) No Special Duty – The Parties do not intend to create any “special relationship” of “special duty” by entering into this MOU. The City expressly disclaims any guarantee as to the safety or security of the persons or property at the District’s schools and makes no representations or warranties as to such safety or security by entering into this MOU. Specifically, the Parties understand and agree that the City has no greater duty with regard to safety and security of persons or property at the District’s schools than it does with regard to the general public in providing

law enforcement services throughout the City. The provisions of this MOU are for the benefit of the Parties, and do not create any rights or duties to any third Parties.

ARTICLE III

- 1) Obligations of the District:
 - a) Payment – In consideration of the services provided herein, the District shall pay to the City the sum of \$125,419.39 upon receipt of an invoice. No other consideration will be required during the term of this MOU for in-school services called for herein as part of the Community Resource Officer Program.
 - b) Access – the District shall provide access to all school and District facilities, including access cards and keys. This access shall be provided according to the District's access control plan.
 - c) Workspace – the District shall provide the Community Resource Officer with access to a private workspace, when needed.
 - d) MOU – the District shall provide annual updates to this MOU for review and adoption.
 - e) Data Collection – the District shall collaborate with the City to collect and display data related to the Community Resource Officer Program on a public dashboard.
 - f) Community Engagement – the District shall lead the effort to engage with the local community and other District stakeholders regarding the Community Resource Officer Program.
 - g) Complaints – should a complaint arise regarding a Community Resource Officer; the District will provide the City with prompt notice and will collaborate with the City regarding appropriate response as outlined in the Community Resource Officer Standard Operating Procedure Manual.

ARTICLE IV

- 1) Employment and Special Events
 - a) The Community Resource Officer shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel.
 - b) This MOU does not prevent the District from hiring an individual serving as a Community Resource Officer to perform duties that are not the duties set forth in this MOU, e.g., the employment of an individual who serves as Community Resource Officer to coach athletics, drive a school bus, or otherwise serve the District in a capacity other than that of a Community Resource Officer. Such employment shall be completely separate from and not controlled by this MOU. If the District chooses to employ an individual serving as a Community Resource Officer to perform duties that are not duties of the Community Resource Officer under this MOU, the individual shall at all times during such employment be solely an employee of the District and not an employee of the City. During such employment, the District shall be solely responsible for the compensation, training, discipline, and dismissal of such individual and solely responsible for the individual's acts, errors, or omissions in performing the duties of such separate employment.
 - c) Special events, such as extra-duty assignment, site security for after-hours events, or special requests shall be executed per past practice; the District will request these specific services through the City's Department extra-duty assignment coordinator. The City will bill the District for additional officers/duties as provided. The City will endeavor to assign one (1) Community Resource Officer to extra-duty events, in addition to other officers. The billing for these events shall be separate from the billing for standard Community Resource Officer charges.

ARTICLE V

- 1) Conflicts
 - a) The Parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this MOU. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the Chief of Police/designee of the City. The designated representatives will meet at least annually, or as needed, to resolve potential conflicts.

ARTICLE VI

1) Change in Terms

- a) Changes in the terms of this MOU may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VII

1) Termination and Term of MOU

- a) The term of this MOU shall commence upon date of execution and continue until June 30, 2026, or until terminated. The District shall receive the Community Resource Officer Program services described in Article II for the full term of this MOU. Either party may terminate this MOU as follows:
- i) upon sixty (60) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this MOU through no fault of the party initiating termination; or
 - ii) upon fourteen (14) days written notice in the event an emergency is declared by civic officials that impacts daily operations of the City or District.
- b) In the event this MOU is terminated, compensation will be made to the City for all services performed to the date of termination consistent with Article V.
- c) The District will be entitled to a prorated refund consistent with the payment contained in Article V for each day that the Community Resource Officer services are not provided because of termination of this MOU. This MOU shall be effective as of September 1, 202, even if signed after that date.

ARTICLE VIII

- 1) Notwithstanding this MOU, and in addition to the services described in this MOU, the District shall receive all normal police services.

ARTICLE IX

- 1) The Parties will collaborate on identifying and accessing funding sources for the Community Resource Officer Program that include, but are not limited to, state and federal grants.

ARTICLE X

1) Indemnification

- a) The City shall indemnify and hold harmless the District and its present and former officers, directors, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act of omission of the City, its officers, agents, and employees, or any of them, in the performance of this MOU. In the event that any such suit based upon such a claim, action, loss, or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided, that the District reserves the right to participate in such suit if any principle of government or public laws is at issue. If final judgment is rendered against the District and its present or former officers, directors, agents, and employees, or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- b) In executing this MOU, the City does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District policies, procedures, rules, or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such District policy, procedure, rule, or regulation is principally at issue, the District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the District, the City or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.
- c) The District shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents, and employees, any of them, in the performance of this MOU. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the District shall defend the same at the sole costs and expense; provided that the

City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment be rendered against the City and the District and their respective officers, agents and employees, or any of them, the District shall satisfy the same.

ARTICLE XI

1) Closing of District Schools

- a) In the event District schools are not open and students are attending remotely due to physical or environmental factors, the District reserves the right to suspend this MOU until such time as students return to school. During the suspension of the contract, there will be no fees paid as indicated in Article V. Services may be provided on an as needed basis at an hourly rate as agreed upon by the Parties.

Richard Mehlberg
Purchasing Manager
Lake Washington School District #414
(425) 936-1423

Date _____

Authorized Signer
Title
City of _____
(Phone Number)

Date _____



Community Resource Officer

Standard Operating Procedures – 2024-25



Risk and Safety Services

Table of Contents

1. INTRODUCTION:.....

2. PURPOSE:	3
3. LAYERED SCHOOL SAFETY:	3
4. ANTI-DISCRIMINATION:	3
5. IMMIGRATION:	3
6. SCHOOL DISCIPLINE:	4
7. DUTIES AND RESPONSIBILITIES	4
8. WEEKLY SCHEDULE:	4
9. DATA COLLECTION AND REPORTING:	5
10. RECRUITMENT AND EVALUATION:	5
11. COMPLAINT PROCESS:	6
12. TRAINING:	7
13. CRO PROGRAM PROMOTION:	7
14. CRO PROGRAM ANNUAL REVIEW:	8
15. GLOSSARY OF TERMS:	8
16. SAMPLE FORMS:	8
17. SIGNATURE PAGE:	12

1. Introduction:

The State of Washington and the Office of Superintendent of Public Instruction provide requirements for districts that have a Community Resource Officer Program. These requirements are found in RCW 28A.320.124, RCW

28A.320.1241, RCW 28A.320.1242 and RCW 28A.310.515 and RCW 28A.400.345. This Standard Operating Procedure Manual and all processes found herein follow the state requirements outlined in these statutes.

This manual was written and reviewed as a collaborative effort among district and school administrators and representatives from each law enforcement agency within the boundaries of the district. These agencies include Redmond Police Department, Kirkland Police Department, Sammamish Police Department, and the King County Sheriff's Office. An annual review of this manual is required and will be initiated by the district.

2. Purpose:

The purpose of this Standard Operating Procedure Manual is to provide direction to Lake Washington School District (the district) and the law enforcement agencies that have jurisdiction within the school district's boundaries regarding the Community Resource Officers (CRO) that provide services to district schools. This Standard Operating Procedure Manual is intended to assist in the communication, cooperation and mutual understanding between the Community Resource Officers, school administrators and the student populations they serve. It is not intended to supersede existing law or policies of the district or participating agencies.

Following are the five Purpose Statements of the Community Resource Officer Program:

- Provide expertise, guidance, collaborative planning and response to the district related to threats of harm, safety and security in the context of the district's Layered School Safety Program.
- Increase understanding of each agency's operations and impacts on service and response.
- Help keep students out of the criminal justice system.
- Provide positive interactions between law enforcement officers, school staff, students, and families.
- Facilitate connection for school staff, students, and families to supportive community services.

3. Layered School Safety:

The Lake Washington School District recognizes that no single barrier or intervention is sufficient by itself to maintain a safe campus. Rather, multiple layers of safety programming serve as a filter to be able to identify, resolve and mitigate threats. The CRO program provides a direct and positive connection to local law enforcement agencies within the district's boundaries. This positive relationship with local law enforcement agencies allows for the expertise and training of the Community Resource Officers to collaborate with district leadership when faced with threats of harm or when other law enforcement related incidents occur.

4. Anti-Discrimination:

In alignment with Lake Washington School District Policy 3210 the CRO Program will not discriminate on the basis of race, color, national origin, sex, disability, age, gender, marital status, creed, religion, honorably discharged veteran, military status, sexual orientation, gender expression, gender identity, the presence of any sensory, mental or physical disability, the use of trained guide dog or service animal by a person with a disability and shall not be used as the basis for providing differing levels of law enforcement service, inconsistent enforcement of the law, or any other safety measures in the district.

5. Immigration:

For all students and families to feel comfortable and secure in the school environment, students, parents, and family members shall not be questioned by a CRO about their immigration status. CRO's will not assist Immigration and Customs Enforcement (ICE) officers in any way in conjunction with their assignment as a CRO or in any work related to students and their education.

Information obtained by a CRO from district databases or student records will not be released to ICE personnel, or to other agencies investigating anything related to the immigration status of the student and/or their family members. If outside local or federal officers request information that may be related to an immigration investigation, they shall be referred to the Lake Washington School District's Legal Counsel.

6. School Discipline:

In alignment with Lake Washington School District Policy 3241, school administrators shall have broad latitude in addressing minor violations of the district policies that also may be violations of law. Minor violations should be addressed by the school administrators without the involvement of Community Resource Officers.

In general, CRO's shall not be involved in school disciplinary matters.

Self-harming behaviors such as nicotine use, marijuana use, or alcohol use should be addressed by school officials without involvement of the CRO. Lake Washington School District shall provide a mechanism for referrals to alternative programs so that students receive appropriate consequences and counseling for their behavior.

- Minor fights and disturbances may be handled under district policy without CRO involvement.
- Inappropriate social media use should be addressed by the school to the extent it falls under district policy, provided there is not a victim involved that desires to report the situation to law enforcement as a crime. If the material is sexually explicit, the administrator should confer with the CRO to determine the best course of action.

7. Duties and Responsibilities

Each law enforcement agency will place a trained officer as a CRO to service geographical regions of the district based on the four (4) comprehensive high schools in the district. These CRO's will serve all of the schools within the feeder pattern or region of that high school. This includes any middle, elementary or choice school. The primary duties of the CRO are:

- Child Protective Services (CPS) investigations
- Participate in threat assessments, as needed or requested
- Provide continuous support of district efforts to manage threats of violence or harm
- Respond to 911 and other emergency calls at schools
- Conduct scheduled safety assessments of school facilities at the request of the district
- Respond to collisions that occur on campus
- Provide support for traffic and pedestrian concerns in school zones
- Collect/dispose of evidence/paraphernalia obtained during school operations in accordance with department policy
- Comply with district policies and procedures

8. Weekly Schedule:

It is important for all schools to have similar and appropriate support from the CRO program. Understanding the need for CRO's to be flexible and able to respond to emerging issues and emergencies, following are suggestions for creating a weekly schedule:

- Based on varying priorities and commitments, the CRO will strive to visit a different school each week.
- During this visit, they will collaborate with building administrations. Examples of subjects to cover:
 - Open CPS reports
 - Threat Assessments
 - Traffic and pedestrian safety
 - School Safety needs

9. Data Collection and Reporting:

Data is collected by the district as well as each law enforcement agency. Based on reporting definitions, the data between agencies may have some variation.

Prior to the first day of school, CRO's will be provided with a link to the LWSD CRO Daily Data Collection Form which is accessible electronically. The district requires all data from each CRO to be submitted no later than every Monday for the previous week's work.

There are two types of data being collected:

- The Office of the Superintendent of Public Instruction requires the following data be submitted on an annual basis:
 - Number of Hours on Campus
 - In the unlikely event of involvement in student discipline, use of force or arrest and if so, the following information must be provided:
 - Description of each incident
 - The student's race, ethnicity, and other demographics
 - Whether the student has an IEP or 504 plan
 - The number of complaints related to job duties and student interactions filed against a CRO
- In addition to state requirements LWSD also collects the following data:
 - Name of all schools they served that day
 - Total number of hours worked on each campus
 - Total number of hours worked off campus
 - The type of activities participated in while on campus
 - Types of Reports Taken
 - Agency Report Numbers
 - Demographic information when a referral is made to the County Prosecutor

10. Recruitment and Evaluation:

CRO's are employees of the law enforcement agency that they represent, and the district has no employment authority over them. In the Memorandum of Understanding (MOU) with each city, the district agrees to support the CRO program and have trained officers to provide service within all schools.

Recruitment - each agency is responsible for the recruitment and hiring of CRO's. However, the district has a vested interest to ensure that the CRO(s) that are placed in schools uphold the professional standards of the district.

Each law enforcement agency and the district agree that a district representative will be included in the interview process for CRO's. This representation may be voting or non-voting in the process. Notice will be given by the law enforcement agency to the Risk and Safety Services Department when an interview panel is being convened to recruit staff for a CRO position. Risk and Safety Services will provide the name of the district representative that will sit on the panel. Once that is decided the law enforcement agency will work directly with the district representative on the details of the interview process.

Evaluation - the district does not formally evaluate each CRO, this is the responsibility of the law enforcement agency. However, to ensure that each CRO is performing according to the program standards and the professional standards of the district, Risk and Safety Services will collect input from all schools regarding the CRO that serves them. This input will be done quarterly during the school year. The input will be gathered through a survey and collected for each CRO. Once the data is complete, Risk and Safety Services will send the CRO supervisor a report. These quarterly reports will be sent in December, March, and June of each school year.

11. Complaint Process:

There may be times when a concern or complaint is made regarding a CRO in a school. The complaint may be filed with the school/district or may be filed directly with the law enforcement agency.

If the complaint is first filed with the school/district, the following steps are required:

- Complaint made to school/district regarding CRO.
- Complainant completes "CRO Complaint Form".
- Complaint forms are forwarded to Risk and Safety Services within 24 hours.
- Risk and Safety Services reviews the complaint and forwards it to the corresponding law enforcement agency supervisor.
- Risk and Safety Services confirms with the school principal that a complaint has been made and reviews the contents of the complaint form with the principal.
- District sets up meeting with law enforcement agency to review complaint and determine next steps. In collaboration with law enforcement agency, the district will determine if CRO will remain working with school(s).
- The district will perform a policy compliance review based on the contents of the complaint to determine if district policy has been violated.
- Law enforcement agency may perform internal investigation.
- Once investigations are complete, determination will be made on the content of the complaint and any further steps that need to be taken.
- Final employment decisions are made by the law enforcement agency.
- The district has the option to prohibit the CRO from returning to an individual school in the capacity of a CRO. The district cannot prohibit an officer from responding to a school for a police emergency or routine call for service.
- Final determinations will be made in writing and will be shared between the district and the law enforcement agency.
- A common report reviewed by both the district and the agency will be provided to the complainant as to the outcome of the complaint.

If the complaint is first filed with the law enforcement agency, the following steps are required:

- Complaint made to law enforcement agency regarding CRO.
- Law enforcement agency informs Risk and Safety Services of complaint and district "CRO Complaint Form" is completed.
- Risk and Safety Services informs the school principal and reviews the contents of complaint with principal.
- District sets up meeting with law enforcement agency to review complaint and determine next steps. In collaboration with law enforcement agency, district will determine if CRO will remain working with school(s).
- The district will perform a policy compliance review based on the contents of the complaint to determine if a district policy has been violated.
- Law enforcement agency may perform an internal investigation, given circumstances of complaint.
- Once investigations are complete, determination will be made on the content of the complaint and any next steps that need to be taken.
- Final employment decisions are made by the law enforcement agency.
- The district has the option to prohibit the CRO from returning to an individual school in the capacity of a CRO. The district cannot prohibit an officer from responding to a school for a police emergency or routine call for service.
- Final determinations will be made in writing and shared between the district and the policy agency.
- A common report reviewed by both the district and the agency will be provided to the complainant as to the outcome of the complaint.

12. Training:

All Community Resource Officers working in LWSD must complete the training requirements listed below. The district will facilitate registration of the CRO with the Educational Service District (ESD) to ensure they have access to the materials necessary to meet the training requirements.

- Two days of on-the-job training is required.
 - New CROs will complete the required on the job training the first two days of their CRO placement. LWSD will coordinate the location and trainer of on-the-job training.
 - On the job training form will be completed and submitted to the ESD by the district.
 - This training will include LWSD Policy Review.
- Completion of the following 13 topics within six months of employment as a CRO:
 - 1) Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
 - 2) Child and adolescent development
 - 3) Trauma-informed approaches to working with youth;
 - 4) Recognizing and responding to youth mental health issues;
 - 5) Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
 - 6) Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learner, LGBTQ, immigrant, female, and nonbinary students;
 - 7) Local and national disparities in the use of force and arrests of children;
 - 8) Collateral consequences of arrest, referral for prosecution, and court involvement;
 - 9) Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
 - 10) De-escalation techniques when working with youth or groups of youth;
 - 11) State law regarding restraint and isolation in schools, including RCW [28A.600.485](#);
 - 12) The federal family educational rights and privacy act (20 U.S.C. Sec. 1232g) requirements including limits on access to and dissemination of student records for noneducational purposes; and
 - 13) Restorative justice principles and practices.

LWSD will monitor progress of the training requirements and submit completed training materials to the ESD for issuance of a completion certificate. A copy of the certificate will be provided to the CRO Agency, and a copy will remain on file with the District.

13. CRO Program Promotion:

It is important that when sharing information about the CRO Program either from the district or from the law enforcement agency, there are common messages and a standard delivery method. All presentations and promotions of the program will be done through collaboration with the district and respective agency to ensure these standards are met.

****Materials will be mutually created to be used for presentations, open houses, forums or meetings. This will be done by the end of the school year each year, to prepare for school in the fall.***

RCW 28A.320.124 requires the district to share information about district safety and security staff. This includes district School Safety and Prevention Specialists and Community Resource Officers. This will be done at the beginning of each school year.

Each year in August, the district will facilitate a “meet and greet” for all CRO’s placed in schools so that school administrators will have the opportunity to interact with the CRO that will be serving their school for that year.

14. CRO Program Annual Review:

Annually the district will host a meeting with law enforcement agencies to review the CRO Program. This will include the review of:

- Memorandum of Understanding (MOU)
- Standard Operating Procedure Manual
- Communication processes
- Data collection
- Training requirements
- Program promotion

15. Glossary Of Terms:

Educational Service District – regional organization established at the state level as a vehicle to link local public schools with state and national educational resources.

Memorandum of Understanding – the agreement between the district and local law enforcement agency outlined in a formal document.



School Safety Staff – any staff whose primary job duty is to provide safety and security services for the district. This includes Community Resource Officers (contracted commissioned officers from local law enforcement) and School Safety and Prevention Specialists (district employees).

Student Discipline – any action taken by the district in response to student behavioral expectations.

16. Sample Forms:

These sample forms are used for processes outlined in this document and can be found on the Safety Center. Each law enforcement agency also has these forms electronically.

CRO Training Units Completion Form

**Lake Washington School District
Community Resource Officer Program
CRO Training Units Completion Form**

Instructions: Please complete this form for each of the 13 training units. All units must be completed within 6 months of CRO placement in Lake Washington School District. Once completed, this form must be sent to the Risk and Safety Services Department, Attention: Sheila Kembel within 24 hours of completion.

Your Name:	Agency:
Title and Unit # Completed:	Date of Completion:

Complete the following information for the above referenced training unit:



- 1) In your own words, describe the content of this training unit:

- 2) How does this align with your role as a CRO?

- 3) What steps will you take to incorporate what you learned in this unit into your daily role as a CRO?

- 4) Other Notes:

3/18/24

CRO Signature and Date Submitted to District:



For Risk and Safety Services Use Only:

Date Completed Form Received by District:

Date Submitted To ESD:

3/18/24



CRO On the Job Training Form – Day 1

**Lake Washington School District
Community Resource Officer Program
On The Job Training Form – Day 1**

Instructions: Please complete this form for each day of On The Job Training. Once completed, this form must be sent to the Risk and Safety Services Department, Attention: Sheila Kembel within 24 hours of completion.

Your Name:	Agency:
Date of Training:	Location of Training:
Name(s) of Training Staff:	Position and Location of Training Staff:






CRO Notes and Observations :

CRO Signature and Date Submitted to District:

For Risk and Safety Services Use Only:

CRO On the Job Training Form – Day 2

**Lake Washington School District
Community Resource Officer Program
On The Job Training Form – Day 2**

Instructions: Please complete this form for each day of On The Job Training. Once completed, this form must be sent to the Risk and Safety Services Department, Attention: Sheila Kembel within 24 hours of completion.



Your Name:	Agency:
Date of Training:	Location of Training:
Name(s) of Training CRO:	Training CRO Agency:

CRO On The Job Training

This day consists of shadowing a CRO throughout the day, potentially at several schools and engaging in a variety of tasks. The following areas should be addressed; however, this list is not exhaustive and all tasks from the day should be documented on this form.

- ☐ Daily Data Collection
- ☐ Discuss and List Any Specific School Needs (ex: traffic etc.)
- ☐ Explain CRO School Check In Process
- ☐ Discuss School/Community Climate
 - What is working well
 - What programs, processes, techniques are in place that support the schools
 - What, if any, are the safety challenge area/issues at the school
 - Discuss recent and/or ongoing incidents/situations that are a safety concern
 - Are there any factors in the community that are impacting school safety?
- ☐ Other (please list):

3/19/24



CRO Notes and Observations :

CRO Signature and Date Submitted to District:

For Risk and Safety Services Use Only:

Date Completed Form Received by District:
Date Submitted To ESD:

3/19/24

**Lake Washington School District
Community Resource Officer Program
Concern/Complaint Form**

Instructions: Please complete this form when a concern or complaint is made regarding a Community Resource Officer. Once completed, this form must be sent to the Risk and Safety Services Department, Attention: Director within 24 hours of completion.

Your Name:	School Name (where incident took place):
Parent/Staff/Student (circle one)	Date Form Completed:
Date of Incident:	Community Resource Officer Name:

Description of Incident:

17. Signature Page:

<hr/>	<hr/>	<hr/>
Lake Washington School District Authorized Signature	Printed Name/Position	Date
<hr/>	<hr/>	<hr/>
Kirkland Police Department Authorized Signature	Printed Name/Position	Date
<hr/>	<hr/>	<hr/>
Redmond Police Department Authorized Signature	Printed Name/Position	Date
<hr/>	<hr/>	<hr/>
Sammamish Police Department Authorized Signature	Printed Name/Position	Date



Memorandum

Date: 7/15/2025

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 25-423

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Fire	Adrian Sheppard	425-556-2200
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DEPARTMENT STAFF:

Fire	Jim Whitney	Deputy Fire Chief
Fire	Ameé Quiriconi	Deputy Fire Chief

TITLE:

Contract with Leasing2 for the Financing of SCBA and Air Cylinder Equipment

OVERVIEW STATEMENT:

The Fire Department is proceeding with the purchase of Self-Contained Breathing Apparatus (SCBA) units and air cylinders to replace outdated and end-of-life safety gear. To support this investment, the Fire and Finance Departments recommend entering into a capital equipment lease agreement with Leasing2. The agreement will preserve departmental cash flow by spreading costs over multiple years while ensuring our firefighters are equipped with reliable and NFPA-compliant breathing apparatus.

☒ **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:**
Council approval is required for this lease contract.
- **Council Request:**
N/A
- **Other Key Facts:**
SCBA Replacement: Our current SCBAs have reached the last available hydrocycle period for their bottles, with only two years remaining before most become non-compliant. The packs themselves are outdated, and many

components can no longer be repaired or replaced.

- Redmond Fire attempted to secure grant funding but were informed that Redmond does not qualify individually. Our regional partners have already replaced their SCBAs through city budgets and do not share our need for a regional grant.
- In the last budget cycle, discussions deferred this replacement in hopes of securing grant funding; however, with no grant options available, immediate action is required.
- Due to increasing failures and escalating maintenance costs (\$68,000 so far this year), continued use of the current SCBAs is unsustainable. Fire is now at 12 years of use in a system designed for a 10-year recommended lifespan, with repairs contingent on parts availability and costs.
- A department-wide upgrade is essential to maintain consistency across all fire apparatus, preventing operational confusion and safety risks during emergency responses. Mixing different SCBA models in emergency scenarios could endanger firefighter safety.

OUTCOMES:

The lease will ensure the Fire Department can acquire and deploy modern SCBA and air cylinder systems without depleting reserves, enabling sustained investment in other essential services and capital needs. Equipment will be transferred and conveyed to the City at the commencement of the lease.

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:**

See attachment for proposed costs and lease terms.

Approved in current biennial budget:

☐ Yes

☒ No

☐ N/A

Budget Offer Number:

N/A

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs:

☐ Yes

☐ No

☐ N/A

If yes, explain:

N/A

Funding source(s):

General Fund

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
8/4/2025	Business Meeting	Approve

Time Constraints:

Air cylinder equipment expires in two years; current SCBA's are already outdated.

ANTICIPATED RESULT IF NOT APPROVED:

Due to the non-negotiable nature of maintaining SCBA's for legal and safety requirements, if leasing option is not approved, the Fire Department would need to expend significant cash reserves to purchase equipment outright, reducing flexibility for other capital or emergency needs.

ATTACHMENTS:

Attachment A: Leasing2 Agreement for SCBA and Air Cylinder Equipment (Unexecuted)



July 9, 2025

Sent via Email: aosullivan@redmond.gov

Adam O'Sullivan
Financial Services Manager
City of Redmond

Re: Financing for SCBA and Cylinders, per attached

Thank you for trusting Leasing 2 with your financing needs. Attached to this email are the required documents for execution, and their instructions are below.

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (800) 287-5155.

ALSO:

- ✓ Please execute documents in **BLUE** ink.
 - ✓ As these are legal documents, we cannot accept double-sided printouts.
-

- ☐ ***Lease Purchase Agreement***
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit A – Resolution of Governing Body Extract of Minutes***
 - Enter the date your resolution was adopted.
 - Signed by Lessee's authorized signatory.
 - Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page.
- ☐ ***Exhibit B – Opinion of Lessee's Counsel***
 - Printed on attorney's letterhead and signed by attorney. Original signature required.
- ☐ ***Exhibit C – Certificate as to Arbitrage***
 - Enter the date by which the equipment is expected to be fully acquired in Item 4.
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit D – Description of Equipment***
 - Enter the address where the equipment will be located.
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit E – Payment Schedule***
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit F – Acceptance Certificate***
 - Please **DO NOT CHECK ANY BOXES** – this will be completed at closing, and you will receive a fully executed Agreement post-closing.
 - Signed by Lessee's authorized signatory.
- ☐ ***Exhibit G – Essential Use/Source of Funds Letter***
 - Enter a description of how the equipment will be used and the services it will provide.
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit H – Designation of Bank Qualification***
 - Signed and dated by Lessee's authorized signatory.

- ☐ **Exhibit I – Notice and Acknowledgement of Assignment**
- Signed and dated by Lessee’s authorized signatory.
- ☐ **Insurance Coverage Requirement**
- Enter the name, address & phone number of your insurance agent.
 - If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program along with the amounts of liability and physical damage coverage listed on a certificate.
- ☐ **Billing Information**
- Enter all the requested information.
- ☐ **Escrow Agreement**
- Signed and dated by Lessee’s authorized signatory.
- ☐ **Escrow Agreement Exhibit A – (FOR FUTURE VENDOR PAYMENT(S) FROM ESCROW)**
- At least a week in advance of equipment delivery, contact Annette Keys, akeys@leasing2.com.
 - We will complete Escrow Exhibit A and scan it to you for signing along with the invoice(s) being approved for payment.
- ✓ **POST FUNDING REQUIREMENTS**
- ☐ **IRS Form 8038-G**
- We will email you this form for signature after the lease is funded.
- ☐ **Escrow Disbursements**
- Disbursement documents authorizing release of vendor payments upon equipment acceptance will need to be signed.

ALL DOCUMENTATION SHOULD BE EMAILED FOR REVIEW PRIOR TO OVERNIGHTING.

PLEASE RETURN ALL DOCUMENTS BY: *AUGUST 14, 2025*

Email to:

Donna Womack

dwomack@leasing2.com

Phone: (813) 258-9888, Ext. 14

Overnight to:

Leasing 2, Inc.

1720 W. Cass St.

Tampa, FL 33606

Alternate contact:

Carter Meyers

cmeyers@leasing2.com

Phone: (813) 258-9888, Ext. 15

Thank you for your business.

LEASE-PURCHASE AGREEMENT

LESSEE:
City of Redmond
15670 NE 85th Street
Redmond, WA 98052

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of August 15, 2025

This Lease-Purchase Agreement (the "Agreement") dated as of **August 15, 2025** by and between **Leasing 2, Inc.** ("Lessor"), and **City of Redmond** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of **Washington** ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, title to Equipment, shall immediately vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor.

Section 7.02. Security Interest. To secure the payment of all Lessee's obligations under this agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee hereby authorizes Lessor to prepare and file such financing statements, any amendments thereto and other such documents to establish and maintain Lessor's valid first lien and perfected security interest. Lessee hereby acknowledges the receipt of copies of the financing statements prepared by Lessor and hereby confirms the accuracy of the information contained therein. Lessee further agrees to execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefrom from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessor shall have the right at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Declare all Rental Payments due or to become due during the Original Term or Renewal Term then in effect to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable;
- (b) With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, and apply the proceeds of such sale, lease or sublease to pay the following items in the following order: (i) all cost and expenses of Lessor relating to the implementation of remedies under this Agreement as further provided herein; (ii) the applicable Purchase Price of the Equipment and (iii) the Rental Payments due during the Original Term or Renewal Term then in effect; and
- (c) Take whatever action under the Uniform Commercial Code or under other law or in equity as may appear necessary or desirable to enforce its rights as the owner or secured creditor of the Equipment.

Lessee further agrees that Lessee shall pay to Lessor such further amounts as may be sufficient to reimburse Lessor fully for its costs and expenses as incurred as a result of Lessee's default including, without limitation, Lessor's costs and expenses in enforcing, or endeavoring to enforce, its rights and remedies under the Agreement or incident thereto, including without limitation and to the extent not prohibited by applicable law, the Lessor's reasonable attorney's fees and expenses for enforcing Lessee's obligations hereunder.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Counterparts; Electronic Signature. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. Each party hereby acknowledges and agrees that this Agreement constitutes an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile, .pdf and DocuSign) and shall be considered original signatures for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Agreement or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Agreement and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSEE: City of Redmond

By: _____

Title: _____

Date: _____

LESSOR: Leasing 2, Inc.

By: _____

Title: _____

Date: _____

EXHIBIT A

**RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES**

LESSEE: City of Redmond

At a duly called meeting of the governing body of Lessee held on the _____ day of _____, 20_____, the following resolution was introduced and adopted.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

(Signature of Party to Execute
Lease-Purchase Agreement and Escrow Agreement)

(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk

Print Name and Title

Date

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: **City of Redmond**

DATE OF AGREEMENT: **August 15, 2025**

**Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230**

Ladies/Gentlemen:

As counsel for **City of Redmond** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **August 15, 2025** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Washington**.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

ORIGINAL SIGNATURE LETTER IS REQUIRED

EXHIBIT C

CERTIFICATE AS TO ARBITRAGE

I, , hereby certify that I am duly qualified and acting , of **City of Redmond** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **August 15, 2025** (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Agreement provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$1,558,367.02**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$1,558,367.02**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before _____.

5. In any event, all of the spendable proceeds of the Agreement, including amounts held in escrow, will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE: **City of Redmond**

By: _____

Title: _____

Date: _____

EXHIBIT D
DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

SCBA and Cylinders, per attached quotes and/or invoices

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

Any one of seven fire stations

Redmond, WA 98052

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **City of Redmond**

By: _____

Title: _____

Date: _____

EXHIBIT E
PAYMENT SCHEDULE

LESSEE: City of Redmond
EQUIPMENT COST: \$1,558,367.02
COMMENCEMENT DATE: 8/15/2025
INTEREST RATE: 5.08%

PAYMENT					PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PRICE*</u>
1	8/15/2026	\$202,599.21	\$79,163.06	\$123,436.15	\$1,468,794.87
2	8/15/2027	\$202,599.21	\$72,892.66	\$129,706.55	\$1,334,378.06
3	8/15/2028	\$202,599.21	\$66,303.73	\$136,295.48	\$1,193,536.13
4	8/15/2029	\$202,599.21	\$59,380.09	\$143,219.12	\$1,045,961.96
5	8/15/2030	\$202,599.21	\$52,104.75	\$150,494.46	\$891,333.74
6	8/15/2031	\$202,599.21	\$44,459.82	\$158,139.39	\$729,314.28
7	8/15/2032	\$202,599.21	\$36,426.54	\$166,172.67	\$559,550.30
8	8/15/2033	\$202,599.21	\$27,985.18	\$174,614.03	\$381,671.61
9	8/15/2034	\$202,599.21	\$19,115.01	\$183,484.20	\$195,290.31
10	8/15/2035	\$202,599.21	\$9,794.24	\$192,804.97	\$0.00
Grand Totals		\$2,025,992.10	\$467,625.08	\$1,558,367.02	

LESSEE: **City of Redmond**

By: _____

Title: _____

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **August 15, 2025**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20____.
2. _____ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **City of Redmond**

By: _____

Title: _____

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **August 15, 2025**.

Reference is made to certain Lease-Purchase Agreement dated **August 15, 2025**, between **Leasing 2, Inc.** and **City of Redmond**, leasing the personal property described in Exhibit D to such Lease. This confirms and affirms that such equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment:

Sincerely,

Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **August 15, 2025**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **City of Redmond** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year.

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **City of Redmond**

By: _____

Title: _____

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **City of Redmond** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement, dated as of **August 15, 2025**, between **Leasing 2, Inc.** ("Lessor") and **City of Redmond** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **City of Redmond** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Bank, N.A.** or its Assignee.

Santander Bank, N.A.
P.O. Box 847386
Boston, MA 02284-7386

LESSEE: **City of Redmond**

By: _____

Title: _____

Date: _____

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **City of Redmond**
15670 NE 85th Street
Redmond, WA 98052

RE: INSURANCE COVERAGE REQUIREMENTS (Check one):

____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

AGENCY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

CITY/ ST/ ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____ to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:
\$500,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability

____ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____

Title: _____

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: _____

Company: _____

Street Address or Box #: _____

City, State, Zip: _____

County: _____

Telephone: _____ () _____

Fax: _____ () _____

Email Address: _____

Invoice Reference: _____ SCBA and Cylinders _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is made and entered into as of **August 15, 2025** ("Escrow Agreement Date"), by and among Leasing 2, Inc. or its assigns ("Lessor"), **City of Redmond** ("Lessee") and Old National Wealth Management ("Escrow Agent").

RECITALS

WHEREAS, Lessor and Lessee have entered into the Lease-Purchase Agreement dated **August 15, 2025** (the "Lease"), pursuant to which the equipment more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Escrow Agent agrees to serve as escrow agent for such funding and acquisition;

WHEREAS, Escrow Agent is hereby notified that Lessor expects to assign all of its right, title, and interest in and to, but not its obligations under, the Lease and this Escrow Agreement to **Santander Bank, N.A.**, including, in particular, but without limitation, and Lessor's right to approve all payment requests submitted by Lessee and Lessor's security interest in the Fund (as defined herein).

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Escrow Agent shall undertake the duties and obligations of escrow agent as set forth in this Escrow Agreement. Escrow Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Escrow Agent the sum of \$ **1,558,367.02** ("Escrow Amount") for deposit by Escrow Agent in an Escrow Account established in connection with the Lease (the "Fund"). The Fund will be administered by Escrow Agent pursuant to the terms of this Escrow Agreement. Lessee acknowledges that Escrow Agent may commingle the Escrow Amount held by Escrow Agent for the benefit of Lessee with other funds held by Escrow Agent for its own account, so long as the Escrow Agent maintains segregation of the Fund on the books and records of Escrow Agent. The Escrow Amount shall not be the property of the Escrow Agent, notwithstanding the fact that it may be commingled with other funds of the Escrow Agent.
3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Escrow Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Exhibit A", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Escrow Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Exhibit A", for that portion of the Equipment for which payment is requested. Payment by Escrow Agent shall be to the payee shown on the Escrow Disbursement Request Form. Escrow Agent may deduct overnight mailing fees from the Fund prior to any disbursement requested by Lessee in writing to be sent via overnight mail.
4. No fees are due to the Escrow Agent under this Escrow Agreement and neither the Lessee nor any assignee of Lessor shall be responsible for payment of any fees to the Escrow Agent.
5. Escrow Agent will invest the Fund, as specified by Lessor, in a Federated Government Obligation Money Market account, ticker GOSXX; provided, however, that notwithstanding anything herein, the yield on the Fund shall not be allowed to exceed the yield on the Lease. If the yield on the Fund at any time exceeds the yield on the Lease, the Lessor shall direct the Escrow Agent to invest the Fund in a lower yielding investment such that no arbitrage is earned on the Fund. Escrow Agent shall maintain the Fund until termination of the Fund pursuant to Section 6 hereof.
6. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Escrow Agent for all the Equipment, this Escrow Agreement shall terminate and the Fund shall be closed. If not terminated earlier, this Escrow Agreement shall terminate and the Fund shall close on the date that is three years after the Escrow Agreement Date ("Termination Date"). Upon termination of this Escrow Agreement and closing of the Fund, Escrow Agent shall transfer all remaining principal in the Fund to Lessor and such amounts shall be applied by Lessor to Lessee's next Rental Payment. Lessee agrees that any interest earned on the Escrow Amount held in the Fund in excess of the costs of the Equipment will be paid to Leasing 2, Inc.
7. Lessor and Lessee may by written agreement between themselves remove the Escrow Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Escrow Agent.
8. Escrow Agent may at any time and for any reason resign as Escrow Agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.

9. Escrow Agent shall have no obligation under the terms of this Escrow Agreement to make any disbursement except from the Fund. Escrow Agent makes no warranties or representations as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Escrow Agreement or the Lease.

10. Escrow Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Escrow Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.

11. Except to the extent it would invalidate the Lease or otherwise be prohibited by law, to secure the payment of all Lessee's obligations under the Lease, Lessee, grants to Lessor a security interest constituting a first lien on the Escrow Amount and on all amounts held in the Fund and any proceeds therefrom. Lessee hereby authorizes Lessor to prepare and file such financing statements, any amendments thereto and other such documents to establish and maintain such first lien and perfected security interest. Lessee hereby acknowledges the receipt of copies of the financing statements prepared by Lessor and hereby confirms the accuracy of the information contained therein. Lessee further agrees to execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.

12. The Lessor and Lessee, to the extent permitted by law, hereby agree to indemnify, defend, protect and hold the Escrow Agent, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Escrow Agent may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Escrow Agent's negligence or willful misconduct or its failure to act in accordance with the terms of this Escrow Agreement. This indemnity shall survive the termination of this Escrow Agreement or the removal or resignation of the Escrow Agent. The Escrow Agent agrees to indemnify, defend, protect and hold the Lessor, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Lessor may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Lessor's negligence or willful misconduct.

13. This Escrow Agreement may be amended only by written agreement executed by all the parties.

14. This Escrow Agreement may be executed in several counterparts, each of which shall be an original.

15. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which the Lessee is organized.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

LESSOR: Leasing 2, Inc.

BY: _____

Name: _____

Title: _____

LESSEE: City of Redmond

BY: _____

Name: _____

Title: _____

ESCROW AGENT: Old National Wealth Management

BY: _____

Name: _____

Title: _____

ESCROW AGREEMENT – Exhibit A

ESCROW DISBURSEMENT REQUEST FORM

Old National Wealth Management, acting as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of **August 15, 2025**, by and among the Escrow Agent, Leasing 2, Inc. ("Lessor") and **City of Redmond** ("Lessee") (the "Escrow Agreement"), is hereby requested to pay to the person or corporation designated below as payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below, which equipment was financed pursuant to that certain Lease-Purchase Agreement dated **August 15, 2025**, by and between Lessor and Lessee (the "Lease"). The amount shown below is due and payable under the attached vendor invoice(s) of payee with respect to the described equipment and has not formed the basis of any prior request for payment from the escrow account established under the Escrow Agreement.

PAYEE: _____

AMOUNT: _____

DESCRIPTION OF EQUIPMENT: _____

INVOICE # _____ DATED: _____

Indicate Method for Payment Disbursement:

_____ Overnight Check *** _____ Regular Mail Check _____ Wire Funds

Mailing Address: _____

Wire Instructions: _____

***Please note that there might be a fee charged for overnight delivery.
This fee will be deducted from the escrow balance before disbursement is made.

Lessee: City of Redmond

By: _____

Name: _____

Title: _____

Assignee: Santander Bank, N.A.

By: _____

Authorized Signer

ACCEPTANCE CERTIFICATE

Lessee hereby acknowledges receipt in good condition of all the equipment described above and included on the attached vendor invoice(s), hereby accepts such equipment, and hereby certifies that Lessor or its assignee has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 8.03 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date: _____

Lessee: City of Redmond

By: _____

Name: _____

Title: _____



Memorandum

Date: 7/15/2025

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 25-421

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Fire	Adrian Sheppard, Fire Chief	425-556-2200
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DEPARTMENT STAFF:

Fire	Jim Whitney	Deputy Fire Chief - Operations
Fire	Caleb Freeman	Battalion Chief - Training

TITLE:

Approval of Interlocal Agreement for Hazardous Materials Response

OVERVIEW STATEMENT:

The City of Redmond is being asked to approve the updated Interlocal Agreement (ILA) for Hazardous Materials Response alongside regional partner agencies. The agreement establishes a joint framework for training, funding, and coordinated response to hazardous materials incidents across participating jurisdictions.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Fire Department 2022-2027 Strategic Plan
- **Required:**
RCW 39.34 - Interlocal Cooperation Act
- **Council Request:**
N/A
- **Other Key Facts:**
 - The agreement outlines responsibilities for governance, cost-sharing, equipment management, and response protocols.
 - Bellevue Fire Department continues to serve as the administering agency.
 - The updated agreement includes revised language for new members, cost allocations, and termination procedures.

OUTCOMES:

Approval of this agreement enables continued regional coordination in response to hazardous materials incidents. It provides Redmond with access to shared resources, consistent training standards, and cost-effective operational support through the Hazardous Materials Consortium Fund.

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:
\$25,000

The Executive Board approves an annual budget and member contributions are scheduled and invoiced accordingly each year.

Approved in current biennial budget: ☒ **Yes** ☐ **No** ☐ **N/A**

Budget Offer Number:
0000277

Budget Priority:
Safe and Resilient Community

Other budget impacts or additional costs: ☐ **Yes** ☒ **No** ☐ **N/A**

If yes, explain:
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
8/4/2025	Business Meeting	Approve

Time Constraints:

Agencies are seeking timely execution of the ILA to proceed with 2025 coordination and planning.

ANTICIPATED RESULT IF NOT APPROVED:

Redmond may lose access to regional hazardous materials resources, joint training opportunities, and shared funding mechanisms. The City would be required to independently fund and manage response to HM incidents, increasing operational and financial burden.

ATTACHMENTS:

Attachment A: Hazardous Materials Interlocal Agreement - Final (2025)

INTERLOCAL AGREEMENT FOR HAZARDOUS MATERIALS RESPONSE

This agreement is entered into this _____ day of _____, 2025, by and between the undersigned cities and fire districts of the State of Washington (hereafter participating agencies) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

WHEREAS, participating agencies' hazardous material (HM) incidents exceed the resources of any single participating agency; and

WHEREAS, participating agencies can benefit by combining their resources to train for and respond to HM incidents in any participating agency's jurisdiction; and

WHEREAS, subject to approval of the Executive Board created by this agreement, other agencies may participate in this agreement.

NOW, THEREFORE, in consideration of the aforementioned mutual benefits, the participating agencies agree to the following:

Section 1: Authority and Prior Agreements.

This interlocal agreement is entered into by the signed participating agencies and supersedes all prior agreements related to HM response among or between any participating agencies.

As hereafter referenced, this interlocal agreement shall be referred to as the HM Agreement.

Section 2: Executive Board and Duties

The undersigned participating agencies hereby create an Executive Board (Board) to administer the HM Agreement. The Board shall be comprised of the Fire Chiefs or designees of all participating agencies. Based upon recommendations from members of the Board, the Board may review and adopt amendments to the HM Agreement by a majority vote of all participating agencies. Amendments must be presented to participating agencies at least 30 days prior to vote. The Board is also authorized to provide approval and direction on operational matters as presented and requested by members of the Board, to formulate policy and procedures, approve contracts and expenditures, to set budgets and contribution requirements, include new members, and manage assets.

Section 3: Purpose.

The purpose of the HM Agreement is to establish a unified model to train and respond to HM incidents, thus promoting efficiency, consistency and potential cost reductions.

Section 4: Duration of Agreement.

The HM Agreement shall commence upon date of execution by all parties and shall remain in effect until terminated by a majority vote of the Board. Alternatively, a participating agency may terminate its participation in the HM Agreement by providing written notice to the Board on or

before July 1st with the date of termination effective at midnight of December 31st of that same year.

Section 5: Governance and Participation.

- A. Board Composition and Voting. The HM Agreement shall be governed by the Board consisting of the Fire Chief, or his/her designee, from each participating agency. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting. A quorum of the members must be present at any meeting for the Board to make a decision. A simple majority of the parties to this Agreement shall constitute a quorum for purposes of taking action that constitutes a decision of the Board on any issue.
- B. Board Meetings. The Board shall meet as often as it deems necessary and not less than once per calendar year.
- C. New Members - To be considered as a participating agency in this HM Agreement, said participating agency shall be accepted by a majority vote of the Board and commit financial and human resources to the program as prescribed by the Board. If any party to this HM Agreement consolidates with another municipal or local government entity through merger, annexation, or through the creation of a regional fire authority, the consolidated entity shall become a participating agency to this Agreement and a successor in interest to the former agency's interest on the effective date of the consolidation, without any action by the Board, unless otherwise required.

Section 6: Funding Responsibility and Budget.

- A. Contribution - Participating agencies agree to pay those amounts as approved by the Board and on a schedule outlined by the Board. Funds will be held in the Hazardous Materials Consortium Fund (Fund) managed by the Administering Agency
- B. Purpose - The Fund will be used for operation, maintenance, training, supplies, and administrative expenses necessary to support the HM work of the participating agencies under this Agreement. Members joining in 2023 or later may have limited access to funds and assets contributed by other jurisdictions prior to membership as determined by a majority vote of the Board.
- C. Budget – An HM response budget will be approved annually by the Board. The budget shall be developed in the first quarter, discussed and potentially adjusted by the Board in the fourth quarter, and presented for adoption no later than December 1 of each year.
- D. Agency Termination of Participation - Upon termination of agency participation, the terminating agency relinquishes all rights to financial or in-kind contribution; said contribution(s) already made by the terminating agency will remain in the Fund to be used for the benefit of the remaining members. Assets purchased through the Fund and housed at a terminating member's facilities will be returned for use by the remaining members.

- E. Asset Distribution - Upon termination of the HM Agreement, any remaining funds and assets will be divided equitably as decided by a majority vote of the Board.

Section 7. Administering Agency

One agency shall be designated as the Administering Agency for this agreement. The Administering Agency is currently Bellevue. The Administering Agency can be changed by a majority vote of the participating agencies. The Administering Agency is responsible for administrative support to the Board and Board meetings, maintaining this agreement, invoicing and collection of required contributions and authorized in-kind contributions, executing any approved contracts, executing approved expenditures, and managing the Fund. The Administering Agency stands in a fiduciary relationship with the Board.

Section 8: Indemnification and Insurance.

Each party to this Agreement agrees to indemnify and hold harmless the other participating parties and their elected officials, officers, and employees from any loss, claims, judgment, settlement or liability, including costs and attorney fees ("Damages"), arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party arising out of the decisions, directions, or activities made pursuant to the HM Agreement. For this purpose, each indemnifying party, by mutual negotiation, hereby waives, as respects all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom, including attorney fees, to enforce the provisions of this Section, all such fees, expenses and cost shall be recoverable from the indemnifying party.

Other than as set forth at Section 6 (a) herein, no party to the HM Agreement shall be deemed to be an agent of any other party to the HM Agreement, and each party hereto assumes liability for its own negligence, errors or omissions.

Each party further agrees to defend, indemnify, and hold harmless the Administering Agency/Fiscal Agent from any Damages arising out of Administering Agency/Fiscal Agent's acts or omissions undertaken in its capacity as Administering Agency/Fiscal Agent in any claim or action arising out of the activities under this Agreement brought by a member's official, officer, employee or other person(s) under the supervision or control of that member. This paragraph shall not apply to misappropriation of funds by the Administering Agency.

Each party shall maintain suitable commercial general liability and auto liability insurance coverage to provide protection from casualty losses by reason of activities contemplated by this Agreement. Each party shall provide Certificate of Liability Insurance or Evidence of Coverage upon the request of the Executive Board.

Section 9: Applicable Law.

This agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by state law. If any litigation is filed between the parties regarding this agreement, the parties agree that venue shall rest in the Superior Court of King County, Washington.

Section 10: Disputes.

The parties agree to attempt mediation prior to the filing of any legal action, but mediation shall not be a condition precedent to filing a legal action.

Section 11: No Third-Party Benefit.

It is agreed that this agreement does not create a partnership or joint venture relationship between the parties and does not benefit or create any rights in any third party.

Section 12: Entire Agreement.

This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this HM Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the Executive Board.

Section 13: Savings.

Should any provision of this agreement be deemed invalid or inconsistent with any federal, state, or local law, ordinance or regulation, the remaining provisions shall continue in full force and effect.

Section 14: Filing.

A certified copy of this agreement will be filed with City Clerk, the King County Auditor and the Secretary of State pursuant to RCW 39.34.040.

Section 15: Survivability.

All covenants, promises, and performances that are not fully performed as of the date of termination shall survive termination as binding obligations.

Section 16: No Waiver.

No failure by any party to insist upon the strict performance of any condition of the HM Agreement, or to exercise any right or remedy for a breach thereof, shall constitute a waiver of any such breach or any other term or condition.

Section 17. Neutral Authorship.

Each of the provisions of the HM Agreement has been reviewed and negotiated and represents the combined work product of all participating agencies. No presumption or other rules of construction, which would interpret the provisions of this agreement in favor of, or against, the participating agency preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this agreement.

Section 18. Independent Municipal Governments. The parties recognize that all parties hereto are independent governments. Except for the specific terms of the HM Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of each party.

Section 19: Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this HM Agreement upon signature of all participating agencies.

CITY OF BELLEVUE

City Manager

Attest:

City Clerk, City of Bellevue

Approved as to form:

City Attorney

CITY OF BOTHELL

City Manager

Attest:

City Clerk, City of Bothell

Approved as to form:

City Attorney

CITY OF KIRKLAND

City Manager

Approved as to form:

City Attorney

CITY OF REDMOND

Mayor

Approved as to form:

City Attorney

EASTSIDE FIRE & RESCUE

Fire Chief

Approved as to form:

Attorney

KING COUNTY FIRE DISTRICT #27

Board Chair

Approved as to form:

Attorney

CITY OF SNOQUALMIE

Mayor

Approved as to form:

City Attorney



Memorandum

Date: 7/15/2025

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 25-402

Type: Committee Memo

TO: Members of the City Council

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
------------------------------------	---------------	--------------

DEPARTMENT STAFF:

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

TITLE:

Approve Agreement to Administer Homeless Outreach Software in Partnership with City of Kirkland and City of Bellevue

OVERVIEW STATEMENT:

The City's homeless outreach team tracks client data and activities related to their work, using software platform called Apricot. The Council authorized the Mayor to sign draft agreement at its June 2, 2025 meeting. The City of Bellevue has requested changes to the agreement to address use of data. Staff is requesting approval of the revised agreement.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Human Services Strategic Plan, Comprehensive Plan
- **Required:**
Interjurisdictional agreements require Council approval.
- **Council Request:**
N/A
- **Other Key Facts:**
Signing this MOU allows the City to formalize the partnership and invoice Bellevue and Kirkland for use of Apricot.

OUTCOMES:

Cross-jurisdictional partnerships and collaboration benefit the clients we serve. This opportunity allows us to case-conference and coordinate efforts with potential shared clients. Secondary benefits include cost savings to the City, as Bellevue and Kirkland would provide proportionate contribution toward annual fees.

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:

The average annual cost is currently \$17,091.

Approved in current biennial budget: ☒ **Yes** ☐ **No** ☐ **N/A**

Budget Offer Number:

0000307 - Housing & Human Services
0000294 - Technology Solutions

Budget Priority:

Vibrant and Connected

Other budget impacts or additional costs: ☒ **Yes** ☐ **No** ☐ **N/A**

If yes, explain:

Staff cost to administer and monitor software for data consistency.

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
05/20/2025	Committee of the Whole - Public Safety and Human Services	Provide direction
06/03/2025	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
08/04/2025	Business Meeting	Approve

Time Constraints:

Timely approval will allow Redmond to bill other cities and to fully implement software.

ANTICIPATED RESULT IF NOT APPROVED:

Redmond would continue to pay full costs of Apricot if not approved.

ATTACHMENTS:

Attachment A: Draft Agreement for Services between the Cities of Bellevue, Kirkland, and Redmond for Implementation and Maintenance of a Joint Homeless Outreach Data System

Attachment B: Redlined Copy of Draft Agreement

**AGREEMENT FOR SERVICES BETWEEN THE CITIES OF BELLEVUE,
KIRKLAND, AND REDMOND FOR IMPLEMENTATION AND MAINTENANCE
OF A JOINT HOMELESS OUTREACH DATA SYSTEM**

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into by the Cities of Bellevue, Kirkland, and Redmond, hereinafter referred to as "Cities", to provide for implementation and maintenance of a joint homeless outreach data system.

WHEREAS, the Cities work to ensure that those living unsheltered will have access to services that will support their path to stability; and

WHEREAS, the Cities acknowledge that unsheltered individuals often move from one jurisdiction to another; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to share data and data tracking systems; and

WHEREAS, the Cities have the authority to engage in cooperative efforts that result in more efficient use of Government resources; and

WHEREAS, the Cities agree that such multi-jurisdictional cooperation is a benefit to the Cities, local homeless outreach staff, and to community members;

NOW THEREFORE, and in consideration of the terms, conditions and performances made herein, it is agreed as follows:

1. Purpose of Agreement. The purpose of this Agreement is to facilitate the administration and funding of a joint homeless outreach data system for sharing, tracking, and storage of information in the provision of services to unhoused individuals in the community.
2. Joint Participation.
 - a. Lead City. The City of Redmond shall be the designated lead city ("Lead City"). The Lead City shall contract directly for and manage the Apricot 360 case management software with Bonterra ("Vendor"). The other responsibilities of the Lead City are described in section 4.
 - b. Participating City. A Participating City is a city participating in the joint sharing, tracking, and storage of information through the case management software, who is a party to this Agreement, and who is not the Lead City.
3. Funding Arrangement. The Lead City shall bear the cost of the initial implementation. The Lead City and all Participating Cities will share the annual costs of the software subscription and support, with the costs allocated equally. The initial fee schedule shall be as described in

Exhibit A. Any future adjustments in fees shall be equally born by the parties and documented in additional attachments to this agreement.

The Participating City shall provide its annual financial contribution to the Lead City no later than thirty (30) days after receiving an invoice from the Lead City, pursuant to Section 4(a) below.

4. Responsibilities of Lead City. The Lead City has been designated to act as the fiscal and administrative agent for this agreement, and the Lead City shall perform its responsibilities without the payment of any additional administrative fee or cost to the Participating City beyond the funding allocation set forth in section 3 above. The responsibilities of the Lead City shall include the following:
 - a. Send an invoice to the Participating City by May 15th of each year for their annual funding participation, with supporting documentation of the costs.
 - b. Contract with the Vendor and manage the performance of the case management software.
 - c. For each year after the first year of this agreement, provide a projected estimate of the annual financial contribution to be made by each city no later than December 31st of the preceding calendar year in which the contribution is to be made.
 - d. Maintain accounts and records that properly reflect transactions related to this Agreement.
 - e. Develop policies that support data integrity and alignment.
5. Data. Data may only be used for permissible uses to fulfill the purpose of this agreement. Each Participating City is responsible for maintaining the data it enters into the system. Data that is submitted to the system may be retained in the system if a Participating City terminates its participation.
6. Confidentiality. City staff shall take reasonable security precautions to ensure that persons not authorized to view the data do not gain access to the data. City staff shall not share any information which the City is not authorized to share, under any relevant federal or state confidentiality laws, regulations, or other restrictions applicable to client information.
7. Duration. This Agreement shall become effective on the date it is signed by two cities, and it shall become effective for a subsequently signing participating city on the date it is signed by that participating city. Regardless of the date of execution, this Agreement shall remain in effect through April 1, 2027, with automatic extensions annually, unless terminated as described in section 7.
8. Termination. Either city may terminate its participation in this Agreement without cause by giving the other city a thirty (30) day written notice. The terminating party shall remain fully responsible for meeting its annual funding responsibilities under section 3. The Lead City shall remain fully responsible for other obligations under the terms of the signed vendor agreement.

9. Notices. Notices to the cities shall be sent to the persons identified on the signature page for each city; provided that any city may substitute an alternate contact person by providing written notice thereof and provided, further, that any such substitution shall not constitute an amendment, alteration, or change to this Agreement.

Brooke Buckingham	Jen Boone	Nico Quijano
Human Services Manager	Human Services Manager	Outreach Program Mgr.
City of Redmond	City of Kirkland	City of Bellevue
PO Box 97010	123 5th Ave	450 110th Avenue NE
Redmond, WA 98073-9710	Kirkland, WA 98033-6121	Bellevue, WA 98004

10. Indemnification.

- a. Each city agrees to indemnify the other cities from any claims arising out of the willful misconduct or negligent performance of services or duties under this Agreement, committed by such city, or the city's employees or agents.
- b. Each city hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any city agent or employee against the other city related to the parties' use of the software shared under this agreement. This waiver is specifically negotiated by the parties and a portion of the city's payment hereunder is expressly made the consideration for this waiver.
- c. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. Each party shall be responsible for its own attorney's fees and costs of suit.

12. Amendments. This Agreement may be amended, altered, changed, or extended in any manner by the mutual written consent of all cities.

13. Counterparts. This document may be executed by electronic mail or online contracting application in any number of current parts and signature pages hereof with the same effect as if all parties had all signed the same document. All counterparts, each one which shall be considered an original, together constitute one and the same instrument.

CITY OF BELLEVUE

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KIRKLAND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF REDMOND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

Exhibit A

The total pricing is as follows:

2024	\$16,267.90
2025	\$17,081.30
2026	\$17,935.36

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CITY OF BELLEVUE

By: _____

Approved As To Form:

Title: _____

City Attorney

Date: _____

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City Attorney

Date: _____

CITY OF REDMOND

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City Attorney

Date: _____

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DRAFT



Memorandum

Date: 7/15/2025

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 25-417

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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
Planning and Community Development	Alaric Bien	Senior Planner

TITLE:

Proposed King County Community Development Block Grant (CDBG) 2026 Funding Allocation Plan

OVERVIEW STATEMENT:

As part of the Interlocal agreement with King County, each year Redmond must develop a plan for allocating its Community Development Block Grant (CDBG) entitlement funds. This plan is for funds to be received, allocated, and spent in 2026.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
King County Consortium Consolidated Housing and Community Development Plan
- **Required:**
Community Development Block Grant Program Joint Interlocal Agreement
- **Council Request:**
N/A
- **Other Key Facts:**
Projects eligible to receive CDBG funds are limited due to various federal requirements. Funds may be used for public services (i.e., human services programs) and capital projects that demonstrate a direct benefit to Redmond residents that meet the low- to moderate-income requirements. The proportion of funds available for each type of activity is determined by the interlocal agreement between Joint Agreement Cities and King

County. Funds may be used in three categories, Capital, Public Services, and Administration, as described below.

Capital Funding Process and Recommendation: CDBG may support certain Public Improvement and/or Parks projects, and there are a number of constraints related to the use of these funds. Support for affordable housing is an allowed use, and staff is recommending that the 2026 CDBG capital funds be allocated to A Regional Coalition for Housing (ARCH), as they have been for many years.

Public Service Funding Process and Recommendation: Programs that may be considered for public service funding are dedicated to human service activities that must also meet strict CDBG eligibility and reporting requirements. Staff reviewed applications that were received as part of the regular 2025-2026 Human Services allocation process. Only proposals for new or expanded services may be considered for CDBG funding, though continuing programs that have been supported using CDBG are eligible to continue receiving those funds. Based on these criteria, staff is recommending that Redmond allocate its 2026 CDBG Public Services funds to PorchLight to continue supporting the services and operation of an emergency shelter for men experiencing homelessness in East King County.

Planning & Administration Funding Recommendation: CDBG allows up to 20% of the grant for planning and administration purposes. Ten percent is retained by the County for administration of the consortium capital expenditures, housing stability program, housing repair program, and other activities required by the Department of Housing and Urban Development (HUD). The other 10% may be waived and applied to capital projects, however our experience has been that the amount of staff time spent administrative activities consistently exceeds the maximum allowed. The rest has been supported by City funds. Staff is recommending the full 10% be allocated to the planning and administration of this grant.

The full plan for which approval is needed is summarized in Attachment A.

OUTCOMES:

Approval of this funding plan keeps the City in compliance with County requirements governing the pending distribution of 2026 CDBG funds to the City. Allocation of these funds will help support emergency shelter for men experiencing homelessness, Redmond's contribution to ARCH capital funds, and staff time to plan for and administer these funds, ensuring compliance with all federal regulations.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**

The required 15-day notice for public comment was posted in the Seattle Times on May 23, 2025. Opportunity for in-person public comment was held at a public meeting on June 9, 2025.

Opportunity for written public comment was given from May 23 through June 9, 2025.

- **Outreach Methods and Results:**

Written public notice was published in the Seattle Times.

- **Feedback Summary:**

No public comment was received.

BUDGET IMPACT:

Total Cost:

Approximately \$254,119. The exact amount will not be known until the budget is passed by Congress in 2026 (typically by early summer).

Staffing to support this work is being provided by the Department of Planning and Community Development - Human Services Division.

Approved in current biennial budget: ☐ Yes ☐ No ☒ N/A

Budget Offer Number:

0000307 - Housing and Human Services

Budget Priority:

Vibrant and Connected

Other budget impacts or additional costs: ☒ Yes ☐ No ☒ N/A

If yes, explain:

Currently CDBG funding is not included in the proposed federal budget for 2026.

Funding source(s):

Department of Housing and Urban Development, Community Development Block Grants

Budget/Funding Constraints:

All funds must be expended between January 1 and December 31, 2026.

☐ **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
9/16/2025	Business Meeting	Approve

Time Constraints:

The City's allocation plan must be submitted to King County by October 10, 2026, in order to be incorporated into their process for submission to the federal government. To meet this timeline, Council must approve a plan by its September 16, 2026 meeting at the latest.

ANTICIPATED RESULT IF NOT APPROVED:

Should Council decline to approve the funding allocation plan, the City would need to return the funds to the County for

Date: 7/15/2025

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 25-417

Type: Committee Memo

use by the entire CDBG Consortium as there would be insufficient time for the required 15-day public notice, public comment period, internal committee review, presentation to the Public Safety and Human Services Committee of the Whole, and final approval by City Council.

ATTACHMENTS:

Attachment A - Proposed 2026 Redmond CDBG Allocation Plan



ATTACHMENT A

Proposed 2026 Redmond CDBG Allocation Plan

Capital Projects		
1	ARCH	\$166,491
Public Services		
1	Congregations for the Homeless-Homeless Services	\$43,814
Planning & Administration		
1	Administration	\$43,814
Contingency Projects		
1	Since the CDBG funds are an estimate from the federal government, Redmond must also adopt a contingency plan. Accordingly, the above projects will receive proportionate increases/decreases to CDBG funding.	

NOTE: All dollar amounts are estimates until the County is officially notified by the Department of Housing and Urban Development (HUD).

City Hall

15670 NE 85th Street
PO Box 97010
Redmond, WA
98073-9710



Memorandum

Date: 7/15/2025

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 25-418

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2521
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DEPARTMENT STAFF:

Police	Brian Coats	Deputy Chief
--------	-------------	--------------

TITLE:

RPD Police Activity Report Q2 2025

OVERVIEW STATEMENT:

This presentation provides a summary of police activity for first half of 2025 as compared to the first half of the previous two years. The report covers metrics such as Calls for Service, Arrests, Auto Thefts, Residential Burglaries, Shoplifts, Traffic Collisions, Property Crimes, Violent Crimes, and Drone as a First Responder deployments.

This report is informational and intended for Council review.

☐ **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 first half of 2025 police activity report provides data-driven insights that support the Redmond Police Department's

strategic approach to crime prevention and public safety. By evaluating current and historical trends in key metrics, including Calls for Service, Arrests, Auto Thefts, Residential Burglaries, Shoplifts, Traffic Collisions, Property Crimes, Violent Crimes, and Drone as a First Responder deployments, staff can identify emerging patterns and adjust operational strategies accordingly. This ongoing analysis informs proactive policing efforts, enhances resource allocation, and supports the department's commitment to maintaining a safe community.

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:**

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:☐ Yes☐ No☒ N/A***If yes, explain:***

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
N/A	None proposed at this time	N/A

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

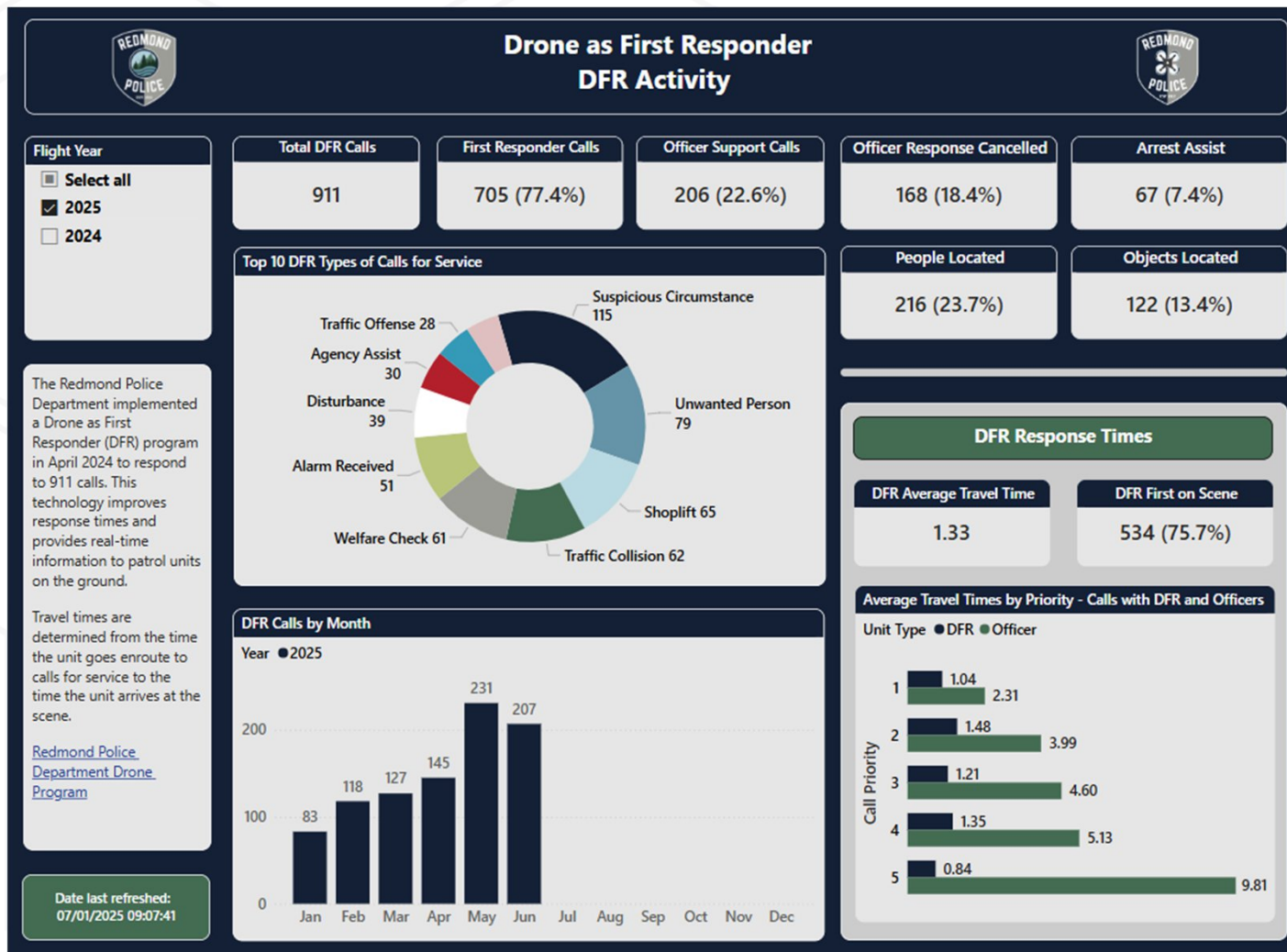
Attachment A: RPD Police activity report presentation - Q2 2025

Quarterly Police Activity Update

1st Half 2025 Review

Police Chief Darrell Lowe

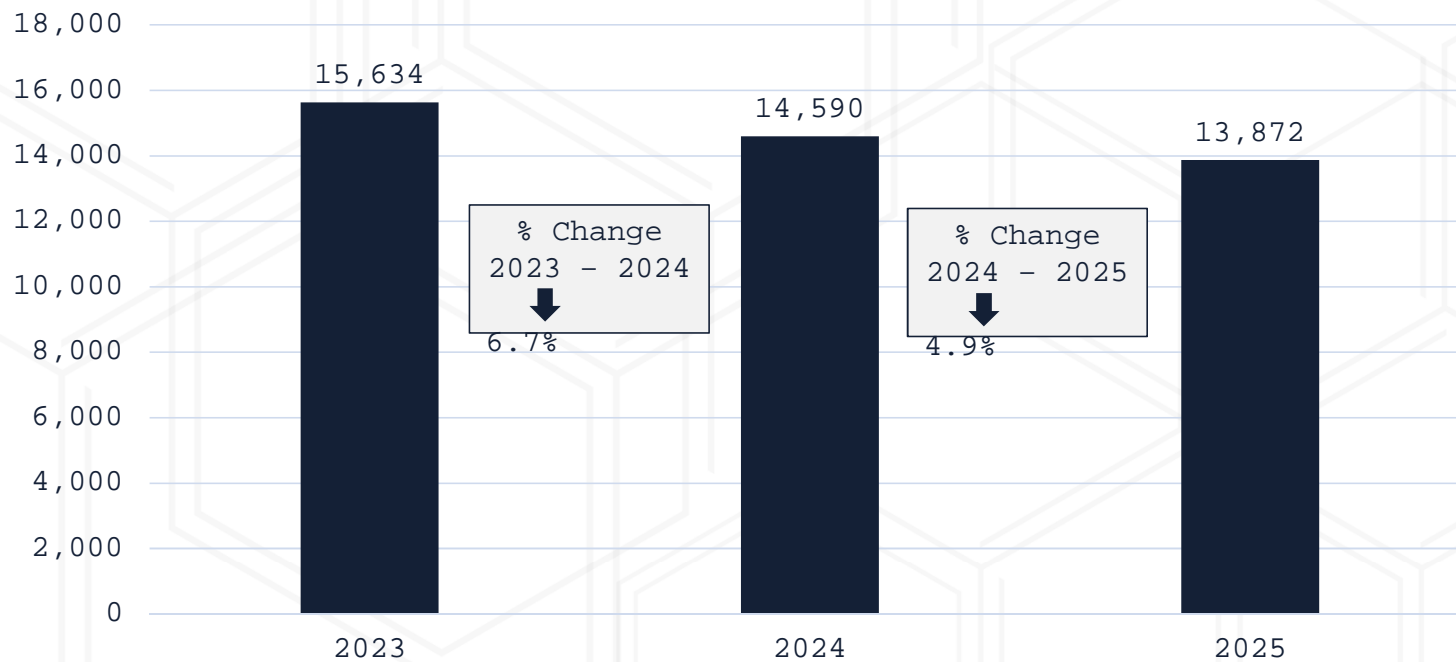




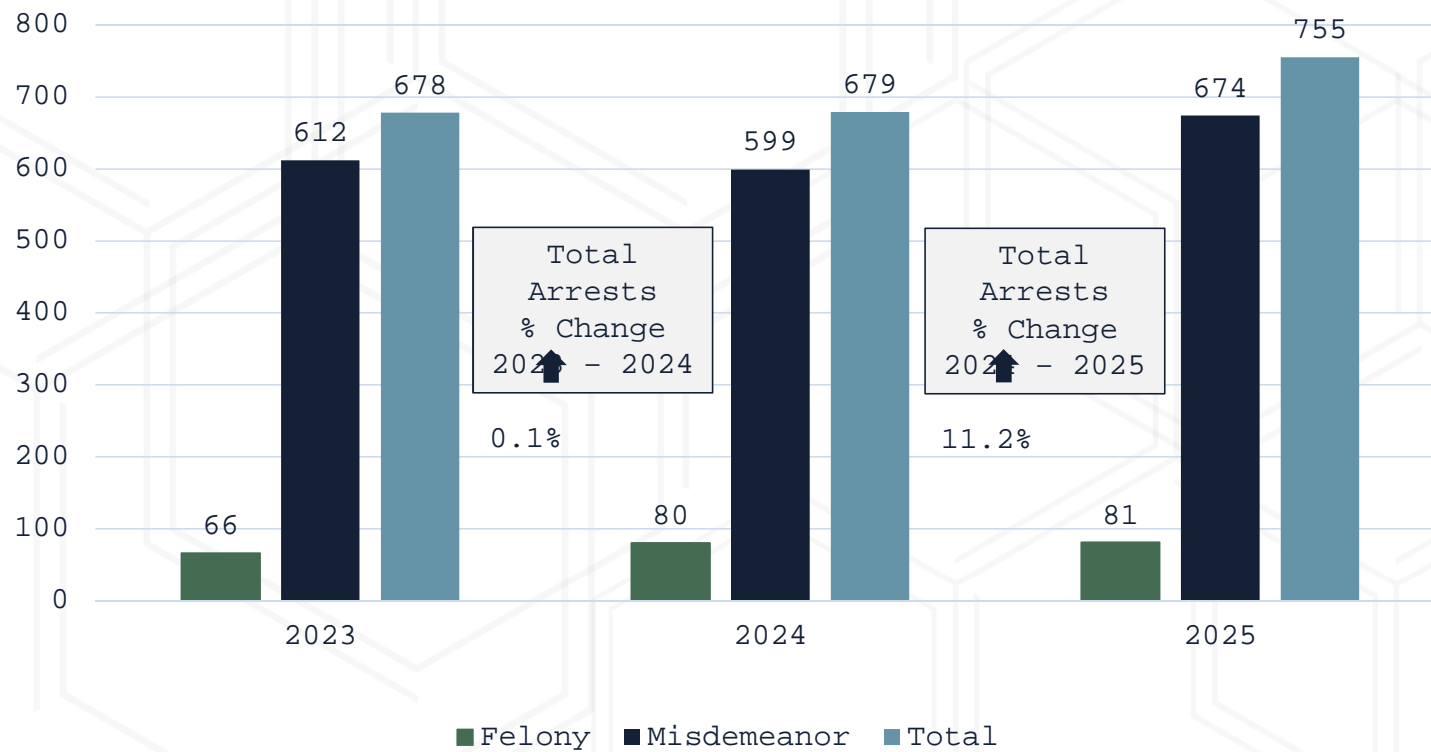
The Drone as First Responder Activity Dashboard can be found on the police web page:
<https://www.redmond.gov/2172/Drone-Program-Dashboard>



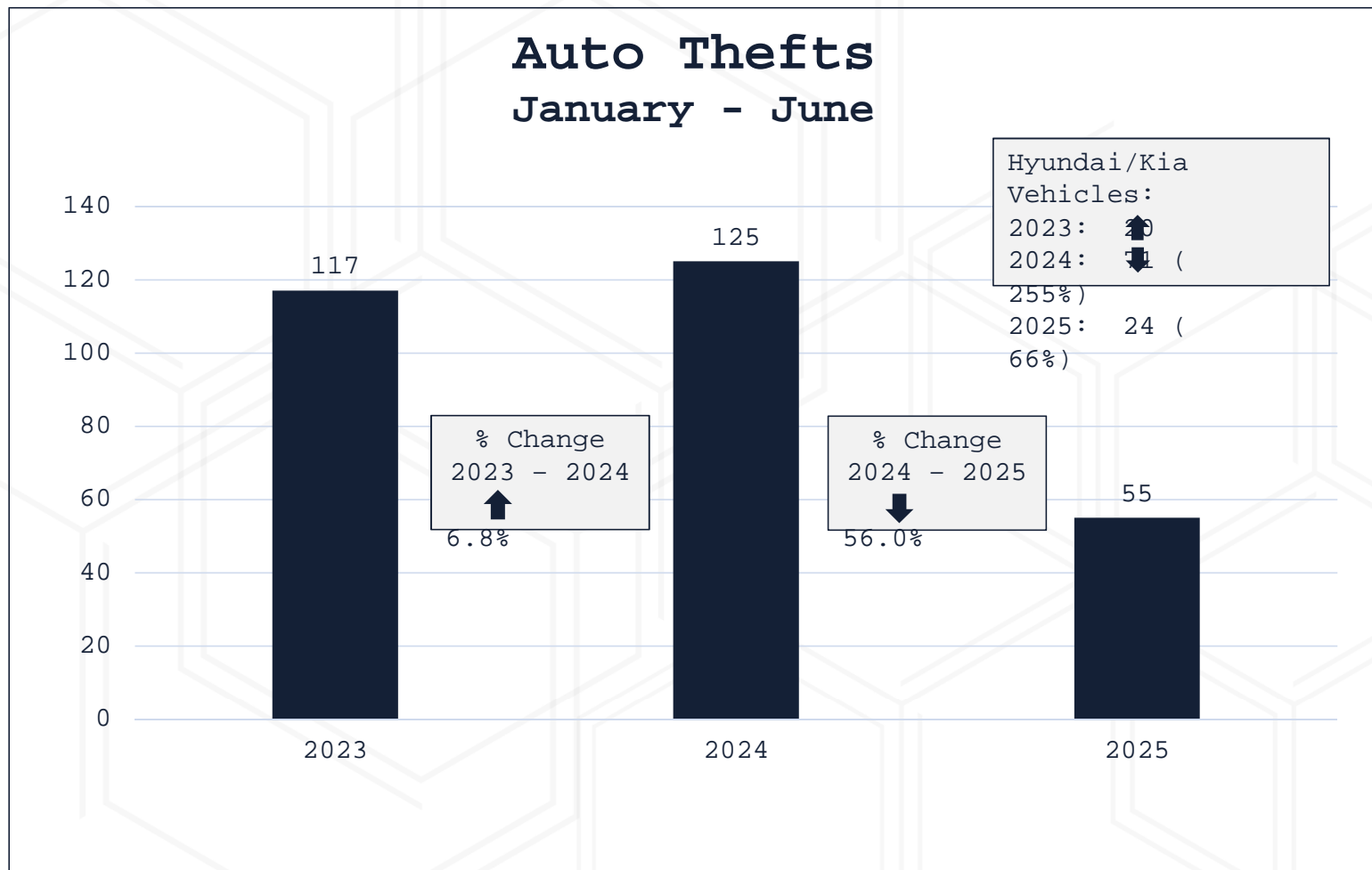
Calls for Service January - June



Arrests January - June



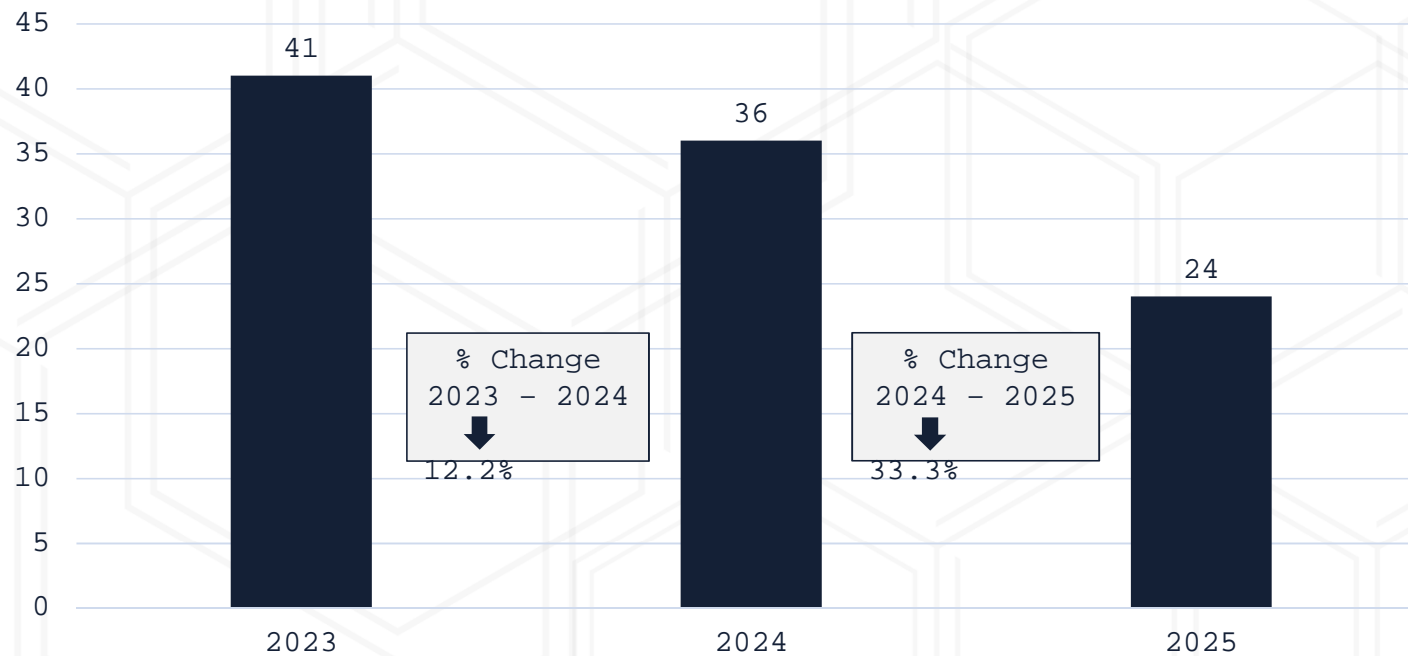
Auto Thefts January - June



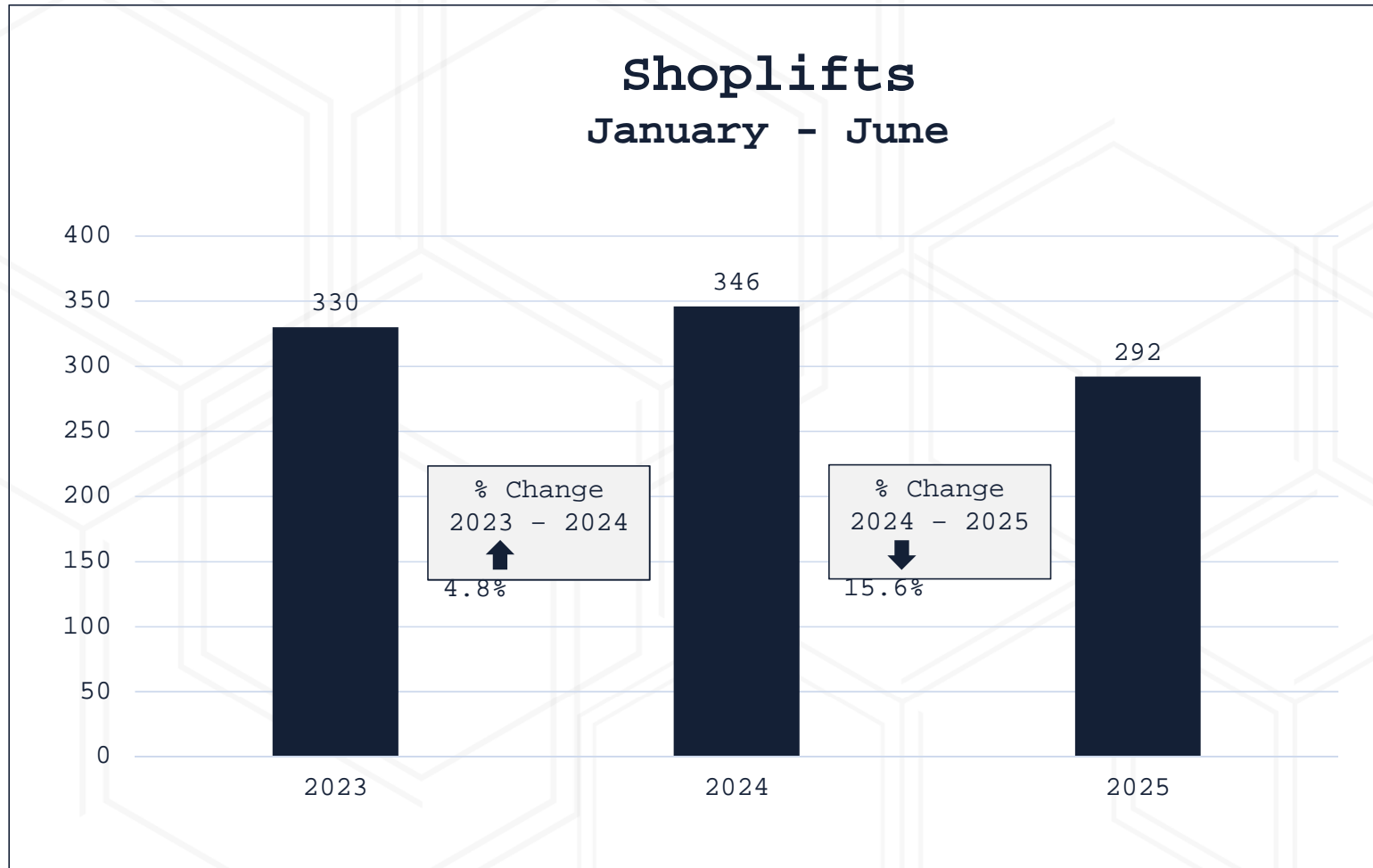
*Counts do not include
attempted auto thefts



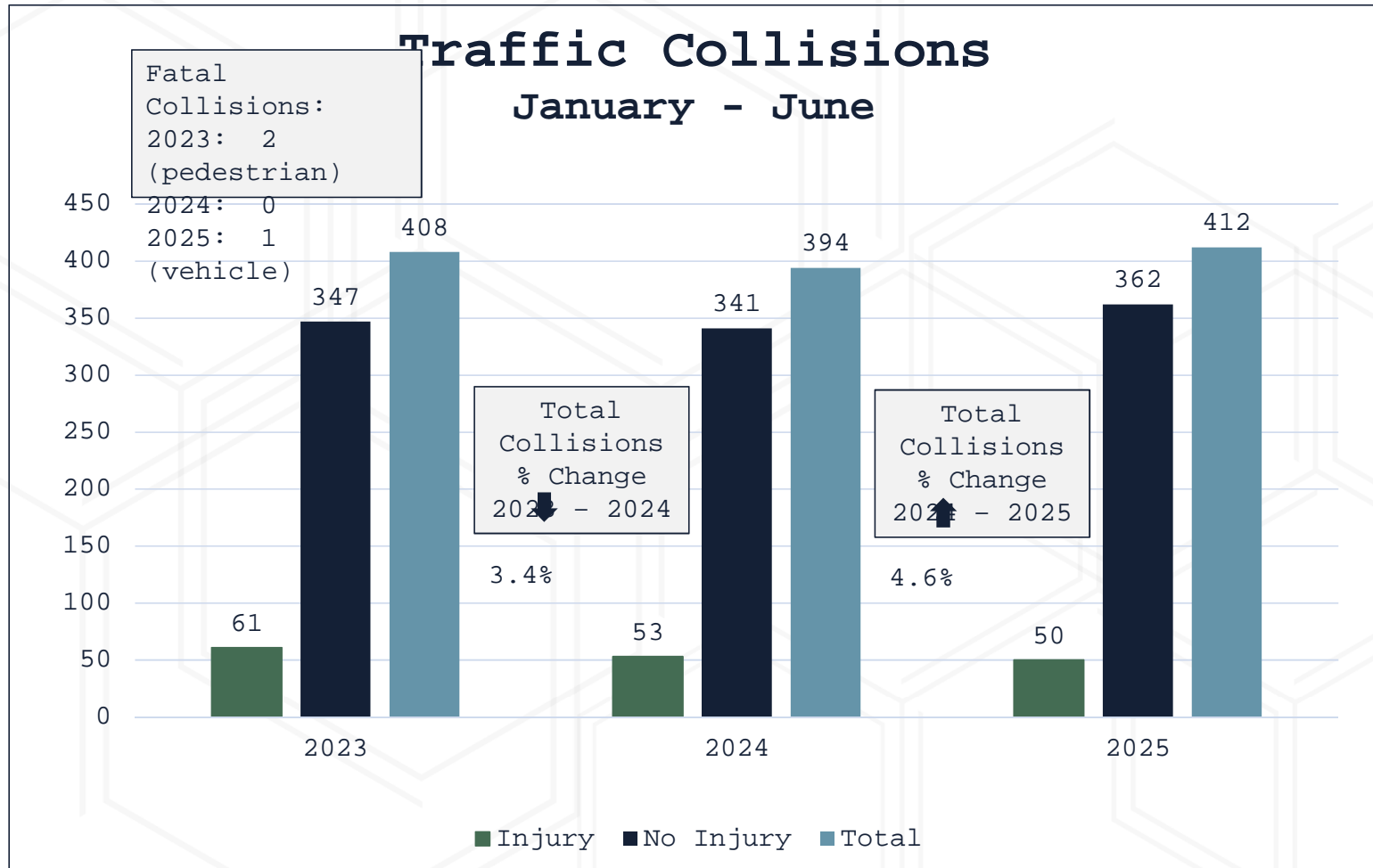
Residential Burglaries January - June

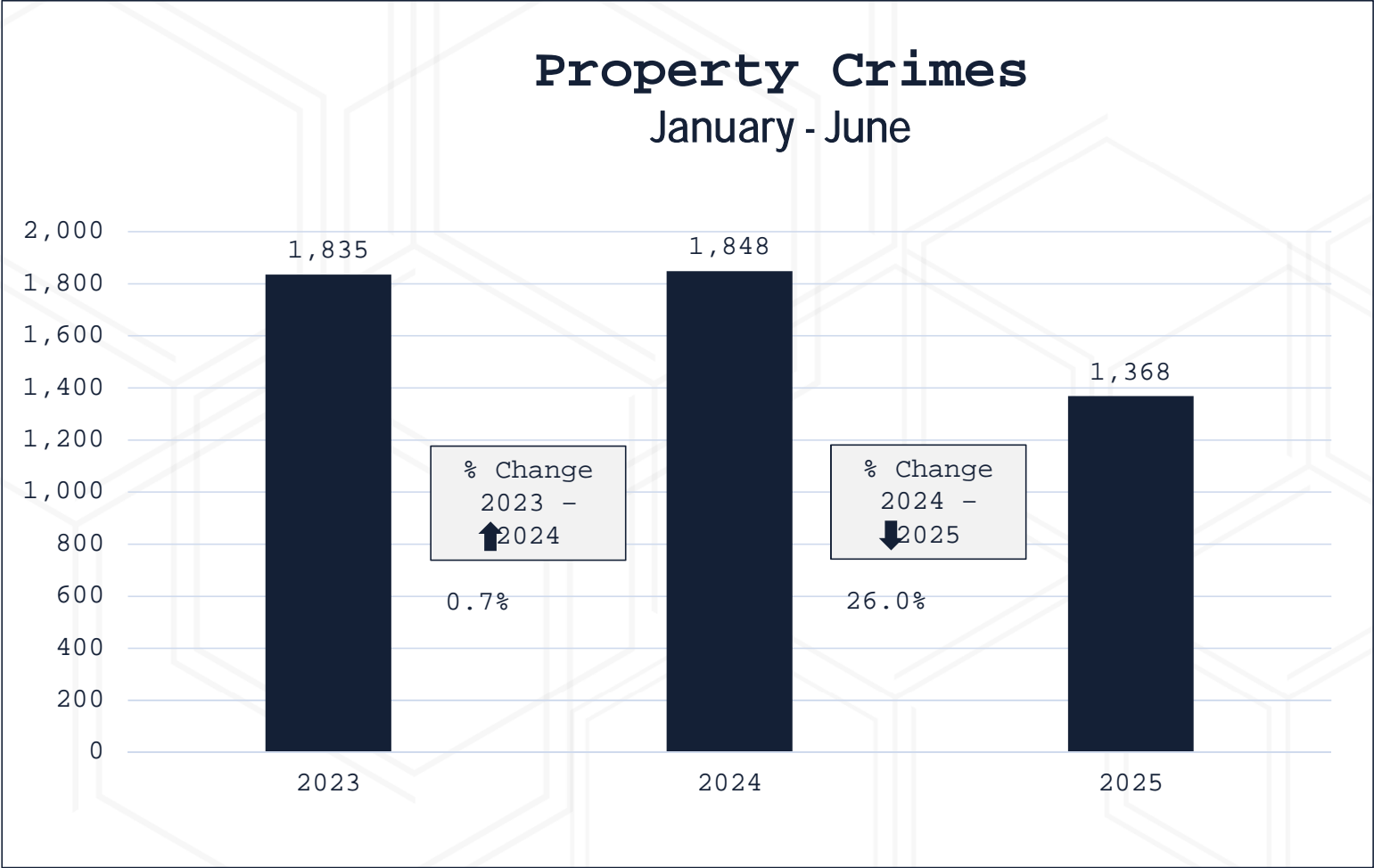


Shoplifts January - June



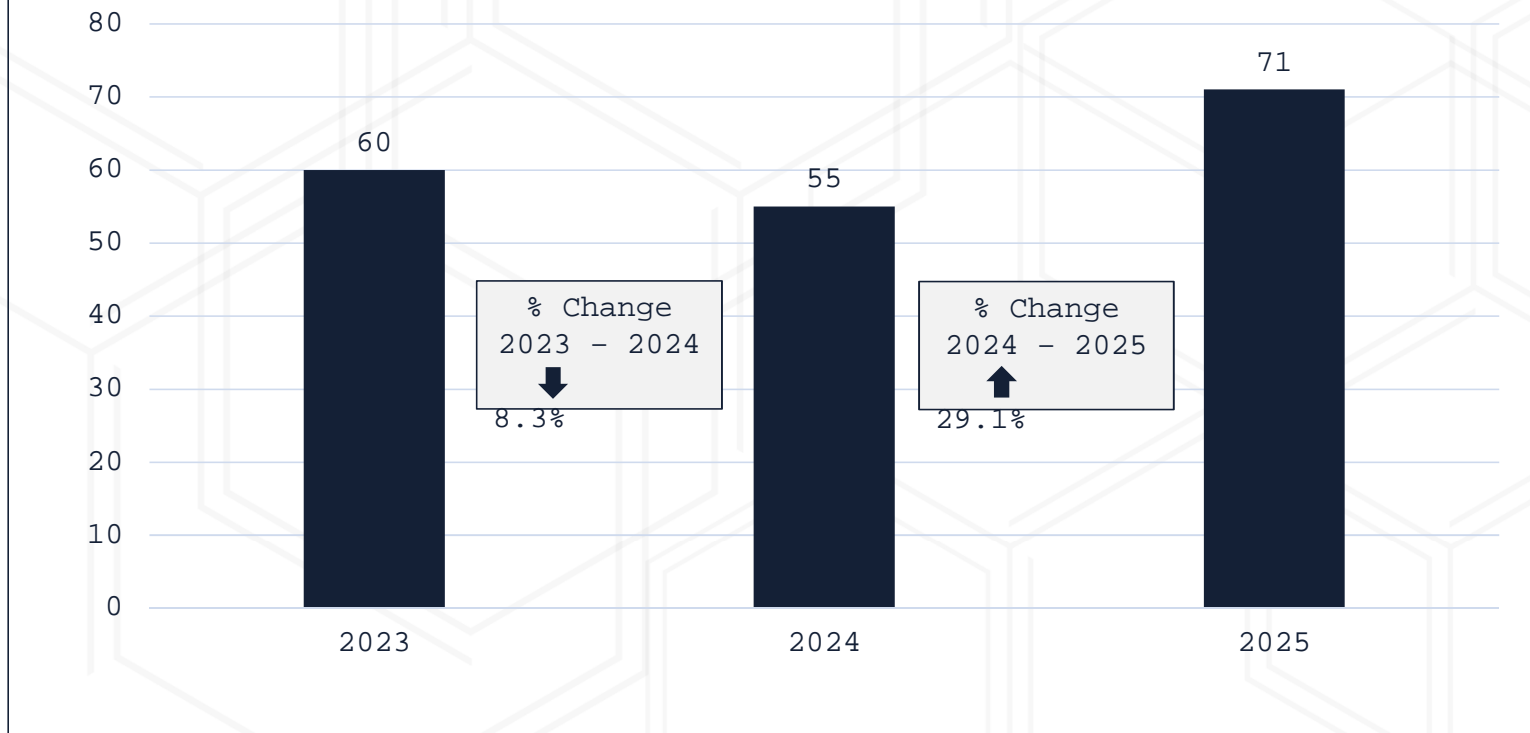
Traffic Collisions January - June





Violent Crimes January - June

Violent Crimes	2023	2024	2025
Aggravated Assault	21	26	35
Forcible Sex Offenses	17	18	15
Manslaughter	1	0	0
Murder	2	0	0
Robbery	19	11	21
Total	60	55	71



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



Gold Jewelry Thefts/Robbery Series

There have been 14 incidents reported since the beginning of the year (9 in May and 0 in June).

Series characteristics:

- Elderly victims (often female) wearing gold jewelry and watches – usually out for a walk
- Suspects engage victims in conversation/call the victim over to their vehicle
- Remove real jewelry while placing fake jewelry on victim
- May use distraction techniques if victim is not alone
- Mostly occurring late afternoon to early evening (a few mid-morning)

Similar incidents occurring region-wide

Agencies are working together/sharing information to disrupt this series



THANK YOU

Any Questions?

