

City of Redmond



Agenda

Tuesday, January 17, 2023

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

Jeralee Anderson, Presiding Officer

David Carson

Steve Fields

Jessica Forsythe

Varisha Khan

Vanessa Kritzer

Melissa Stuart

AGENDA

ROLL CALL

1. Public Defense Services Contract [CM 23-008](#)
[Attachment A: RFP Public Defender Services](#)
Department: Planning and Community Development, 5 minutes
Requested Action: Consent, February 7th
2. 2022-2023 Washington State Archives Local Records Grant [CM 22-714](#)
Award
[Attachment A: Redmond Police Department Policy 804 Records Maintenance and Destruction](#)
[Attachment B: Washington State Archives Law Enforcement Records Retention Schedule 8.1 to 8.3](#)
[Attachment C: Washington Association of Sheriffs and Police Chiefs Accreditation Standard 5.6](#)
Department: Police, 5 minutes
Requested Action: Consent, February 7th
3. Police Department Unmanned Aerial System (UAS) Update [CM 23-015](#)
for Council
Department: Police, 5 minutes
Requested Action: Informational
4. Washington State Allocation of \$33,752.27 to Assist with the [CM 23-014](#)
Cost of Training Required by Legislation Enacted in 2021 and 2022
Department: Police, 5 minutes
Requested Action: Consent, February 7th
5. Amendment to the Medic One Consortium ILA [CM 23-010](#)
[Attachment A: ILA Northeast King County Consortium](#)
[Attachment B: Medic One Consortium ILA Amendment](#)
Department: Fire, 5 minutes
Requested Action: Consent, February 7th

6. Extension and Amendment of Consulting Services Agreement [CM 23-011](#)
for Internal MHP

[Attachment A: MHP Contract](#)

[Attachment B: MHP Extension and Amendment](#)

Department: Fire, 5 minutes

Requested Action: Consent, February 7th

7. Interlocal Agreement for Mobile Integrated Healthcare [CM 23-019](#)
Services

[Attachment A: Interlocal Agreement](#)

Department: Fire, 5 minutes

Requested Action: Consent, February 7th

8. Proposed Ordinance Related to Prohibition of Firearms and [CM 23-001](#)
Other Weapons Consistent with State law

[Attachment A: Ordinance](#)

Department: Executive, 5 minutes

Requested Action: Consent, February 7th

ADJOURNMENT



Memorandum

Date: 1/17/2023

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

File No. CM 23-008

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
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DEPARTMENT STAFF:

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

TITLE:

Public Defense Services Contract

OVERVIEW STATEMENT:

The City recently solicited proposals from qualified firms to provide public defender services for indigent criminal defendants. We are recommending that we continue to contract with Stein, Lotzkar & Starr for the provision of these public defense services. We are asking Council to consider this item for approval on the February 7, 2023, consent agenda.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

N/A

- **Required:**

The City is legally required provide a public defender to represent indigent clients. Public defense firms shall be qualified and meet state Standards for Indigent Defense Services. Council approval is required for professional contracts exceeding \$50,000.

- **Council Request:**

N/A

- **Other Key Facts:**

After reaching the limit on extensions to our existing contract with Stein, Lotzkar, & Starr, the City was required to rebid public defense services. The request for proposals was released on December 15, and the City received

responses from three firms - Stein, Lotzkar & Starr, Valley Defenders, and Stewart MacNichols Harmell. A staff team reviewed proposals considering and rating each based on the following factors:

- Experience - firm's background and experience
- Responsiveness of the written proposal and scope of services
- Cost
- Qualifications of the individuals proposed for assignment

Based on the review of these proposals, the staff team concurred that Stein, Lotzkar, & Starr was the most qualified firm to continue providing public defense services to the City. Staff is recommending that we proceed with entering into a new contract with Stein, Lotzkar & Starr.

OUTCOMES:

The City is obligated to provide legal representation to adults and juveniles who have been charged with a crime and cannot afford an attorney. Public defenders:

- Ensure that courts and prosecutors are following the law and applying it fairly;
- Ensure that police investigations are done correctly; and
- Efficiently present and explain their client's circumstances so that judges can make well-informed decisions.

Public defenders are responsible for representational services, including lawyer services and appropriate support staff services, sentencing advocacy, investigatory, and legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, preparation for and appearance at court proceedings, and social worker 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:

\$575,000/year

Approved in current biennial budget:

☒ **Yes**

☐ **No**

☐ **N/A**

Budget Offer Number:

0037

Budget Priority:

Vibrant and Connected

Date: 1/17/2023

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

File No. CM 23-008

Type: Committee Memo

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

If yes, explain:

None

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/7/2023	Business Meeting	Approve

Time Constraints:

Timely approval will allow for the new contract to be approved before the existing contract expires on February 28, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, we would seek Council guidance on next steps.

ATTACHMENTS:

Attachment A: RFP Public Defender Services

City of Redmond, Washington
Purchasing Division, M/S: 3NFN
15670 NE 85th Street
PO Box 97010
Redmond, WA 98073-9710

RFP 10767-22
Request for Proposals

For Public Defender Services

The City is soliciting proposals from qualified firms to provide public defender services for indigent criminal defendants.

Posting Date: December 15, 2022

Proposals Due: January 5, 2023, at 2:00PM (PST)

The City of Redmond, Washington (the "City") requests interested parties to submit proposals for the above referenced Request for Proposals (RFP).

Background

The City receives municipal court services from the King County District Court, East Division, Redmond Courthouse, which is in Redmond. Redmond also partners with King County District Court by offering an alternative model through Community Court. The court calendar information is as follows:

1. In custodies set daily at 1:05 pm by video from Score Jail
2. Pre-trial dates vary but are generally available (Mon/Tues at 8:45 and 10:00 am; Wednesday at 8:45 and 10:15 am; Tuesday at 2:00 and 3:00 pm)
3. Trial weeks are once a month, generally the first full week of a month

In 2021, the City averaged 75 public defense cases per month and in 2022, about 91 cases per month. The number of assigned indigent defendants and the resulting trials are dependent on the unique facts and circumstances of any particular case and time period.

Scope of Work

The City will pay the Public Defender for representational services, including lawyer services and appropriate support staff services, sentencing advocacy, investigatory, and legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, preparation for and appearance at court proceedings, and social worker services. Necessary and reasonable expert witness and investigative services will be paid directly to the expert or investigator when authorized by the Court.



City is interested in contracting with qualified firms to provide public defense services for indigent criminal defendants. The public defender shall:

1. Meet Standards for Indigent Defense Services (Attachment B), and as applicable [Covid-standards-workload-statement-9-24-2020.pdf \(wsba-uat.azurewebsites.net\)](https://wsba-uat.azurewebsites.net/Covid-standards-workload-statement-9-24-2020.pdf) and comply with any and all federal law, state law, local law, rules of professional conduct and/or any other law or regulation pertaining to representation of indigent defendants.
2. Provide services to all indigent criminal defendants who are eligible pursuant to RCW Chapter 10.101. Screening for indigency is determined by an independent screening process. All defendants who qualify for appointed counsel will be referred to the Public Defender.
3. Provide legal representation through trial, sentencing, post-conviction review and first appeals to Superior Court or Washington Appellate Courts.
4. Provide criminal defense services at in-custody hearings and be available to meet with indigent defendants assigned a public defender. In addition, the public defender will be responsible for requesting and reviewing any and all discovery, negotiating or otherwise discussing the case with the prosecuting attorney(s), interviewing witnesses if applicable, drafting, filing and arguing motions as appropriate, any and all trial preparation, and any other necessary work between appointment to the case and complete resolution.

The City's minimum staffing requirements are two attorneys and sufficient office staff to support them. A more detailed scope of work is included in Attachment A.

Term

The City intends to enter into an initial two-year agreement with one (1) optional two-year renewal term, for a potential maximum total term of four (4) years (see Attachment D, Option for Renewal), provided that 1) Consultant is in compliance with the terms and conditions of the contract and, 2) that the annual payment is cost-effective as determined by the City, and 3) that sufficient funds have been appropriated by the City. The City reserves the right to cancel this contract at any time, upon thirty (30) days written notice to Consultant.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.

Proposed Timeline

The following table outlines the anticipated schedule for this RFP process. The City reserves the right to modify or reschedule milestones as necessary.

Item	Date
RFP Announced	12/15/2022
Proposals Due	01/05/2023



Evaluation of Proposals	01/06/2023
Consultant Selected	01/10/2023
City Council Approval	01/17/2023
Contract Negotiation	01/18/2023
Contract Start Date	03/01/2023

Proposal Due Date/Time

2:00PM (local time) on Thursday, January 5, 2023. The City must receive proposals no later than said date and time.

Proposal Submittal Procedures

- Proposals should be submitted in PDF format as an email attachment and sent to SecureBids@Redmond.gov – note 25MB file size limit
- Email subject line to include: RFP 10767-22, [Public Defender Services], [Company Name]
- Email body to include the following:
 - Attached is [Company Name]'s proposal for the [Title]
 - Proposals due: 01/05/2023, 2:00 p.m.

Response Requirements & Format

All costs for developing a response to this RFP are the obligation of the respondent and are not chargeable to the City. The respondent must bear all costs associated with the preparation of the submittal and of any oral presentation requested by the City. All responses and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the below listed City agent(s). Proposals cannot be withdrawn after the published close date.

Proposals must include all information requested and meet all specifications and requirements outlined in this RFP. The following submittals must be part of your proposal; if any are not included, your proposal may be judged as non-responsive. A committee will evaluate the submitted proposals. During the evaluation process, the City reserves the right to request additional information or clarification from firms responding to this RFP.

A complete response will include:

- 1) Cover letter stating:
 - a. Brief overview of firm
 - b. Reason for interest
 - c. List of services offered by firm, in accordance with the scope of work
 - d. Firm's point-of-contact name, position and contact information
- 2) Attorney/Firm Information:
 - A. Provide details of your firm's experience practicing criminal defense and handling indigent clients and working with clients with behavioral health challenges and/or other social service



needs. If applicable, include any details regarding experiencing working in an alternative court model (e.g. Community Court).

- i. How long has your firm been in existence?
 - ii. How many years has it practiced criminal defense?
 - iii. Has your firm handled indigent clients?
 - iv. What is your firm's capacity for working with non-English speaking clients?
 - v. Does your firm have any experience working with ex-offenders, the mentally ill, or other clients in need of social service referrals?
 - vi. Describe the type of cases in which you have represented such clients.
- B. Please provide the names of individual attorneys and support staff who are proposed to provide public defense services and their qualifications and experiences, including a resume of all attorneys who will be providing legal services.
- C. Does any attorney or employee of the firm or could reasonably be anticipated to have any conflict of interest with the City? If so, how will that conflict be addressed?
- D. Identify for each attorney the type and frequency of training the attorneys receive which is relevant to practicing criminal law and public defense.
- E. Please provide a statement warranting that each and every attorney proposed to provide legal services has read and is familiar with the Supreme Court Standards for Indigent Defense. Each proposer will be required to warrant that the proposal submitted takes into account all required training, infrastructure, and service provision required under the Standards.

3) Contract Performance.

- A. If your firm has previously provided or is providing contract services for a city or county, please provide any documented review of contract compliance under those contracts.
- B. Please note specifically any termination for cause of any public contract in whole or in part within the last ten years. Please note any corrective action required under any such public contract.
- C. Has any attorney proposed to provide services under your proposal been disciplined by the Washington State Bar Association, or any other mandatory bar association of any other state?
- D. Has any attorney employed by your firm been removed from a case because of a court finding of ineffective assistance of counsel?
- E. Has any attorney in your firm been monetarily sanctioned by a court for any reason? Please provide a summary of the sanction, including the court and date sanction was imposed.
- F. Has any attorney in your firm had an action for malpractice filed against the attorney in any courts? If so, what is the status or disposition of the filing?

4) Delivery of Services: Taking into account the Standards for Service, please provide the following information:

- a. Describe your firm's general guidelines for addressing the needs of indigent clients.
- b. Indicate how you will monitor the case load of attorneys providing indigent services.
- c. A description of how you would transition current cases, if applicable.
- d. A description of your case management system is required along with your capability to provide accurate monthly reports of the information referred to in Section 1.9 et seq of the attached agreement for public defense services. Include information regarding your firm's ability to report the assigned case load, disposition of cases, and the type of cases assigned.



- e. A description of the means by which the attorneys providing legal services may be reached by defendants after normal office hours, and how attorneys will accommodate and communicate with non-English speaking clients.
 - f. How will you supervise and monitor the attorney(s) who provide services under this contract?
- 5) Budget: Please present detailed information on the firm's proposed fee schedule either on a price-per-case basis or a total yearly/monthly fee, noting any variations for non-routine services. Please provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable and how costs are adjusted, if at all, according to that classification. Base costs on an estimated high end case load of approx. 1200 per year.
 - 6) References: A reference list of at least two persons and/or entities who can be contacted regarding the qualifications and experience of the firm and/or attorney(s) handling the contract. Please include the email address, telephone number and mailing address of person(s) listed as a reference. In addition, if an entity is listed as a reference, please include the name of the person to be contacted at such entity.
 - 7) Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and **must be signed** by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal. A corporation must indicate place and date of incorporation.
 - 8) Provide a statement to the effect that you understand and agree to obtain a City of Redmond business license as a requirement for performing these services. If your place of business is not located within the City limits, but you or your agents will be physically coming into the City to conduct business, call on clients, or provide services, you will need a Redmond business license. A City business license application can be found at: <http://www.redmond.gov/BusinessLicense>.
 - 9) Provide a statement indicating the number of calendar days the proposal shall be valid (the City's minimum number of days is 60).

The City of Redmond is an active member of the King County Directors Association (KCDA) and several other joint purchasing entities and would be eligible to seek access to any and all price considerations, terms and conditions outlined in master agreements formed by one of these agencies. If a proposal is based on any of these pricing agreements/arrangements it shall be the responsibility of the bidder to identify such. It is requested that the City be contacted prior to bid submission if beneficial pricing may be achieved by the City via access to an existing contract with one of these agencies.

Selection and Award

All interested parties are requested to provide a response containing all required elements herein to the City by the deadline given. A selection committee will review and evaluate all proposals, with the intention of selecting a Consultant who provides a proposal that, in the opinion of the City, provides the best value (receives the highest score, as determined by the evaluation criteria listed below). If the selection committee so chooses, respondents may be invited for an interview to supplement their submission.



Evaluation Criteria	Weight
Experience – firm’s background and experience providing public defense services	40
Responsive of the written proposal and scope of services	20
Cost	20
Qualifications of the individuals proposed for assignment	20
TOTAL	100 pts

The City reserves the right to reject any or all proposals and to waive any irregularities or information in the evaluation process. The final decision is at the City’s sole discretion and respondents to this request have no appeal rights or procedures guaranteed to them.

The City reserves the right to re-evaluate firms who were not originally short-listed at any time before the determination of a finalist is made. Upon notification of an intent to award, the City reserves the right to limit the period of contract development to thirty (30) days, after which time project award may be rescinded. The City has the option not to award a contract at the end of this process.

Terms and Conditions

The City reserves the right to amend terms of this RFP to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort firms may have spent on their responses. Terms of the agreement are outlined in this solicitation and include the following documents, which are incorporated herein by this reference:

- RFP 10767-22
- Attachment A, Scope of Work
- Attachment B, Standards for Indigent Defense Services
- Attachment C, Consulting Services Agreement (boilerplate)
- Attachment D, Option for Renewal

Contracting notice:

Upon selection of Consultant, the City intends to enter into an agreement using its standard Consulting Services Agreement which shall be used to secure these services. A copy of this document is attached, as Attachment C and will be the governing document. No changes or deviations from the terms set forth in this document are permitted without the prior approval of the City.

Performance Criteria

Consultant shall perform in accordance with the terms and conditions as stated herein and in accordance



with the highest standards and commercial practices. Charges of poor performance/service against the Consultant shall be documented by the City and submitted to the Consultant for corrective action. Continued poor performance shall be deemed a breach of City requirements and shall be the cause for immediate termination of services.

Proposed Personnel

Consultant agrees to provide all professional staff necessary to perform the scope of work, including key individuals named in Consultant's proposal. These key personnel shall remain assigned for the duration of the contract, unless otherwise agreed to in writing by the City. In the event Consultant proposes to substitute any key personnel, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The City shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The City shall not unreasonably withhold approval of staff changes.

Insurance

Consultant must maintain insurance as outlined in the Consulting Services Agreement (Attachment C). Prior to performing any services, Consultant shall provide the City a standard ACORD Form 25 Certificate of Insurance, naming the City as Additional Insured. Failure of the City to demand such certificate or failure of the City to identify a deficiency in the insurance documentation shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

ERF Retiree Return-to-Work

To comply with WAC 415-02-325 (10), the City of Redmond is required to identify and report to the Washington State Department of Retirement Systems (DRS) all individuals who are working for or plan to work for Contractor in any capacity providing services under this contract to the City of Redmond and who retired from a DRS-covered employer using the DRS 2008 Early Retirement Factors (ERF). These individuals are called "2008 ERF Retirees" and are at least 55, but younger than 65. The City is also required to report any owners of Contractor who is a 2008 ERF Retiree. Prior to contract acceptance, Contractor shall submit a City of Redmond DRS Verification Form for Contractor identifying any such 2008 ERF Retirees or certifying that none are working or will work on the project and none are owners of Contractor.

Invoicing and Payment

Consultant may invoice the City no more frequently than once per month for work completed. Invoices shall contain an itemized listing of all expenses. The City will make payment to Consultant within thirty (30) days after receipt and approval of said invoices. Invoices shall be delivered to:

City of Redmond
Accounts Payable, M/S: 3SFN
P.O. Box 97010
Redmond, WA 98073-9710
accountspayable@redmond.gov



Public Disclosure Notice

All materials provided by the respondent are subject to State of Washington and applicable County (e.g. King County) public disclosure laws, per RCW 42.56. Any information contained in the proposal that the respondent desires to claim as confidential or proprietary **must** be clearly designated, including page with particular content identified. The City assumes no obligation on behalf of the respondent to claim any exemption that is not clearly identified by the respondent as being confidential or proprietary. The City will try to respect all material identified by the respondent as being confidential or proprietary but requests that respondent be highly selective of what they mark as such. The City will make a decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential or proprietary. Marking the entire proposal as confidential or proprietary, and therefore, exempt from disclosure will NOT be accepted or honored, and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the City. Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence, the information is publicly available, the information is already in the City's possession, the information is obtained from third parties without restrictions on disclosure, or the information was independently developed without reference to the confidential information.

Non-Collusion

By submission of this proposal, respondent and each person signing on behalf of respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (1) The prices of this proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or competitor, for the purposes of restricting competition or as to any matter relating to price. (2) Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by respondent and will not be disclosed by respondent directly or indirectly to any other respondent or competitor before proposals are opened. (3) No attempt has been made or will be made by the respondent to induce any other person, partnership or corporation to submit or not to submit a proposal on any portion of the project work. If collusion is uncovered, the City maintains the right to reject all proposals from implicated parties

Governing Law and Venue

In the event of litigation, the submittal documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be with the appropriate state or federal court located in King County.

Bid Protest

Respondents have the right to protest certain decisions in contract solicitation, selection and award processes made by the City. The City will consider protests alleging to issues related to: (1) A matter of bias, discrimination or conflict of interest, (2) Errors in computing score (3) Non-compliance with procedures described in the solicitation or City policy.



All protests shall be in writing and clearly state that the respondent is submitting a formal protest. Protests must be emailed to the RFP content contact listed below. Bid Protests will not be accepted later than two (2) business days after respondents are notified of award details. The City's Technical Contact and RFP Content Contact will review any protest and respond to protestor within ten (10) business days. The City may request additional time if needed. Protestor and the other respondents will be notified in writing if protest results in a change to award details and/or protest results in a new solicitation process.

Americans with Disabilities Act (ADA) Information

The City of Redmond in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 will make every reasonable effort to provide equal opportunity to submit qualifications in response to this request. Visit <http://redmond.gov/ADA> for more information. This material can be made available in an alternate format by contacting the Customer Service Center at info@redmond.gov or 425-556-2900, option 7.

Title VI Statement

The City of Redmond in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award. Visit <http://redmond.gov/TitleVI> for more information.

Questions/Inquiries

Please direct any questions concerning this RFP or the City's requirements to the City agent(s) listed below. No other City official or employee is empowered to speak for the City with respect to this request. Information obtained from any other source shall not be binding and may disqualify your response.

RFP Content:

Audrey Stenerson
Sr. Purchasing Agent
Email: astenersonl@redmond.gov
Tel: 425-556-4201

MS: 3NFN
15670 NE 85th Street
PO Box 97010
Redmond, WA 98073-9710

Technical Contact:

Brooke Buckingham
Human Services Manager
Email: bbuckingham@redmond.gov
Tel: 425-556-2416

MS: 4SPL
15670 NE 85th Street
PO Box 97010
Redmond, WA 98073-9710





Memorandum

Date: 1/17/2023

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

File No. CM 22-714

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	425-556-2529
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DEPARTMENT STAFF:

Police	Cori Baker	Police Support Services Supervisor
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TITLE:

2022-2023 Washington State Archives Local Records Grant Award

OVERVIEW STATEMENT:

The Redmond Police Department (RPD) has approximately 311 reels of 16mm microfilm dating from 1977- 2000, which is becoming brittle as it ages, with 2 reels having torn in the past year. Conversion will secure the data, make it searchable, and allow us to purge eligible records. The Washington State Archives has awarded the RPD a \$40,132 grant to cover the cost of conversion.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Police Department Policy 804, WA State Archives Law Enforcement Records Retention Schedule 8.1 - 8.3, WASPC Accreditation Standard 5.6
- **Required:**
Council approval is required to receive a grant.
- **Council Request:**
N/A
- **Other Key Facts:**
Existing microfilm is becoming brittle as it ages, and 2 reels have torn within the past year which makes them unsearchable.

OUTCOMES:

The Redmond Police Department (RPD) received 38 Public Records Requests during the past year for which responsive records were located on microfilm reels. There were 1,094 separate pages on microfilm that were printed and then scanned in order to fulfill the Public Records Requests. The Department also received 6 vacate and/or juvenile seal notices which required research on microfilm.

Two reels of microfilm have torn in the microfilm viewer machine in the past year. At this time, we are unable to view records on those 2 reels. The Department is currently unable to manage or destroy records on microfilm, as there are approximately 3000 images (pages) per reel, and each reel contains many separate records. Digitizing the microfilmed records would allow for a direct link to the digitized documents to be created in the Spillman RMS. The documents would also be searchable by case number or by Optical Character Recognition (OCR) within our ILINX database. Searching digitized documents would be a much faster process than searching via microfilm reader. Digitizing the documents would allow the Department to manage the records in a manner consistent with the records retention schedules published by the Washington State Archives and would allow the Department to apply retention schedules to individual cases and record categories.

Redmond Police Department (RPD) proposes to have a vendor scan 311 reels of 16mm microfilm at 200dpi in grayscale with jpeg compression, index the records by case number, and handle approximately 20 hours of repair on over or under -exposed film or processing errors. One PDF image per case file or record will be created as part of the scanning process. The project will also include Optical Character Recognition (OCR), DVD backup, and 100% image review with blank page verification. The digital files will then be imported into RPD's existing database, ILINX, which links digitized documents to the RMS system, Spillman.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Work to be completed by May 1, 2023
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:**Total Cost:**

\$40,132, reimbursable by grant award

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:

An additional cost of approximately \$6,000 - \$8,200 has been identified as a potential cost if additional work by or with Image Source is required to upload and/or assign metadata to the converted data files.

Funding source(s):

Grant

Budget/Funding Constraints:

Work must be completed by May 1, 2023

☐ **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
2/7/2023	Business Meeting	Approve

Time Constraints:

Work must be completed by May 1, 2023

ANTICIPATED RESULT IF NOT APPROVED:

If this grant award is not approved, the City would lose the grant, and bear the \$40,132 cost for digitizing. As the funds have not been included as a budget request, it is more likely that the project would be paused, the records would not be digitized, and the potential for damage to the physical microfilm reels would continue. Response times for public records requests and other requests would continue to increase and the Department would not be able to destroy records eligible for purging.

ATTACHMENTS:

Attachment A: Redmond Police Department Policy 804 - Records Maintenance and Destruction Attachment B: Washington State Archives Law Enforcement Records Retention Schedule 8.1-8.3 Attachment C: Washington Association of Sheriffs and Police Chiefs Accreditation Standard 5.6

Records Maintenance and Release

804.1 PURPOSE AND SCOPE

This policy provides guidance on the maintenance and release of department records. Protected information is separately covered in the Protected Information Policy.

804.2 POLICY

The Redmond Police Department is committed to providing public access to records in a manner that is consistent with the Washington Public Records Act (RCW 42.56.001 et seq.).

804.3 POLICE PROGRAM COORDINATOR FOR PUBLIC RECORDS

The City of Redmond has one Public Records Officer (RCW 42.56.580). The Police Department shall have at least one Police Program Coordinator for Public Records, who shall receive and process all public records requests for Police Department records, under the supervision of the Support Services Supervisor. The responsibilities of the Police Program Coordinator for public records include but are not limited to:

- (a) Adhering to City rules and State laws regarding the inspection and copying of department public records as reasonably necessary for the protection of such records.
 - 1. Rules and procedures for public inspection and copying shall be prominently displayed and made available to the public for inspection and copying (RCW 42.56.040).
- (b) Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
- (c) Ensuring a current list containing every law that the Department believes exempts or prohibits disclosure of specific information or records of the Department is available to the public (RCW 42.56.070).
- (d) Releasing records when subpoenas for the production of records are received.
- (e) Ensuring the availability of a current schedule of fees for public records as allowed by law and as approved by the city council (RCW 42.56.070; RCW 42.56.120; RCW 42.56.130).
- (f) Ensuring that the business hours for record inspection or copying are posted on the department's website and made known by other means designed to provide the public with notice (RCW 42.56.090).

804.3.1 RECORDS MANAGEMENT

The Support Services Supervisor is responsible for managing the records management system for the Department, including the retention, archiving, release, and destruction of department public records and following the applicable state records retention schedules established by the Washington State Archives.

Records Maintenance and Release

804.4 PROCESSING REQUESTS FOR PUBLIC RECORDS

Any department member who receives a request for any record shall route the request to the Police Program Coordinator for Public Records or the authorized designee.

804.4.1 REQUESTS FOR RECORDS

The processing of requests for any record is subject to the following:

- (a) The Department is not required to create records that do not exist.
- (b) When a record contains material with release restrictions and material that is not subject to release restrictions, the restricted material shall be redacted and the unrestricted material released.
 - 1. A copy of the redacted released records and accompanying redaction log should be maintained in the Records Unit for proof of what was actually released. If the record is audio or video, a copy of the redacted audio/video release should be maintained in the department-approved media storage system and the accompanying redaction log should be maintained in the Records Unit. A notation should be made in the case file audit trail to document the date and what records were released.
- (c) Requests to inspect or copy records shall be responded to promptly. Within five business days of receiving the request, one of the following responses shall be made (RCW 42.56.520):
 - 1. Providing the record.
 - 2. Providing the internet address and link of the department website to the specific records requested.
 - (a) If the requester notifies the Department that access cannot be obtained through the internet, then copies of the record shall be provided or the requester may view the records on the department computer.
 - 3. Acknowledging the receipt of the request and providing a reasonable estimate of time the Department will require to respond to the request. Additional time may be required to respond based upon:
 - (a) The need to clarify the request.
 - (b) The need to locate and assemble the information requested.
 - (c) Notification to third persons or agencies affected by the request.
 - (d) Determination whether any of the information requested is exempt.
 - 4. Acknowledging the receipt of the request and asking the requester for clarification if the request is not clear and providing the requester a reasonable estimate of the time that will be needed to respond if the request is not clarified. If the requester does not respond, and the entire request is unclear, the Department need not produce records. If only part of the request is unclear, the Department shall produce records for to those portions of the request that are clear.

Records Maintenance and Release

804.4.2 DENIALS

- (a) The denial of a portion or the entirety of records shall be accompanied by a written statement that includes the specific exemption and a brief explanation of how the exemption applies to the withheld or redacted records (RCW 42.56.210).
- (b) Requests that are denied are subject to judicial review and the burden of proof is on the Department to show that the records requested are exempt or prohibited in whole or part by statute (RCW 42.56.550).

804.5 RELEASE RESTRICTIONS

Examples of release restrictions may include but are not limited to:

- (a) Personal identifying information, including an individual's photograph; Social Security and driver identification numbers; name, address, and telephone number; and medical or disability information that is contained in any driver license record, motor vehicle record, or any department record, including traffic collision reports, are restricted except as authorized by the Department, and only when such use or disclosure is permitted or required by law to carry out a legitimate law enforcement purpose (18 USC § 2721; 18 USC § 2722).
- (b) Personnel records that contain personal information to the extent that disclosure would violate privacy rights (RCW 42.56.230; RCW 42.56.250).
- (c) Specific intelligence and specific investigative records regarding the discipline of a member of any profession where nondisclosure is essential for effective law enforcement or for the protection of any person's right to privacy (RCW 42.56.240).
- (d) Victim and witness information revealing the identity of persons who file complaints if disclosure would endanger the person's life, physical safety, or property, or if the victim or witness requests non-disclosure at the time of complaint (RCW 42.56.240).
- (e) Child victim and witness identity information including name, address, recordings, and photographs (RCW 7.69A.030; RCW 42.56.240).
- (f) Concealed pistol license applications or information on the applications unless release is to law enforcement or corrections agencies under RCW 9.41.070.
- (g) Information revealing the specific details of the alleged assault, identity, or contact information of a child victim of sexual assault who was under age 18. Identifying information means the child victim's name, address, location, photograph, and in cases in which the child victim is a relative, stepchild, or stepsibling of the alleged perpetrator, identification of the relationship between the child and the alleged perpetrator. Contact information includes phone numbers, email addresses, social media profiles, and usernames and passwords (RCW 10.97.130; RCW 42.56.240).
- (h) Personal identifying information collected relating to local security alarm system programs and vacation crime watch programs (RCW 42.56.240).
- (i) Certain criminal history record information as restricted by the Criminal Records Privacy Act (RCW 10.97.040 et seq.).
- (j) Preliminary drafts, notes, recommendations, or intra-agency memorandums in which opinions are expressed, or policies formulated, or recommended (RCW 42.56.280).

Records Maintenance and Release

- (k) Records that are relevant to a controversy (threatened, actual, or completed litigation) to which the Department is a party but which records would not be available to another party under the rules of pretrial discovery for causes pending in the superior courts (RCW 42.56.290).
- (l) Security records including but not limited to records relating to preparing and responding to criminal terrorist acts; vulnerability assessments and emergency and escape plans of secured facilities; information regarding infrastructure and security of computer and telecommunications networks; system security and emergency preparedness plans; and as further defined in RCW 42.56.420.
- (m) Global positioning system data that indicates the location of a member's residence or of a public employee or volunteer (RCW 42.56.240; RCW 42.56.250).
- (n) Information contained in a local, regional, or statewide gang database (RCW 42.56.240).
- (o) Body worn camera recordings that violate a person's right to privacy (RCW 42.56.240)
- (p) Personal identifying information, or information regarding citizenship or immigration status, of any victim of criminal activity or trafficking who is requesting certification for a U or T visa, except where allowed by law (RCW 7.98.020).
- (q) Personal identifying information about an individual's religious beliefs, practices, or affiliation (RCW 42.56.235).
- (r) Investigative records compiled by the Department regarding possible unfair practices of discrimination under RCW 49.60.010 et seq. or possible violation of other federal, state, or local laws or Redmond Police Department internal policies during an active and ongoing investigation (RCW 42.56.250).
 - 1. Records may be released upon completion of the investigation as allowed under RCW 42.56.250.
- (s) Any other information that may be appropriately denied by Washington law.

804.6 SUBPOENAS AND DISCOVERY REQUESTS

Any member who receives a subpoena duces tecum or discovery request for records should promptly notify a supervisor and the Police Program Coordinator for Public Records for review and processing. While a subpoena duces tecum may ultimately be subject to compliance, it is not an order from the court that will automatically require the release of the requested information.

Generally, discovery requests and subpoenas from criminal defendants and their authorized representatives (including attorneys) should be referred to the Prosecuting Attorney, City Attorney or the courts.

All questions regarding compliance with any subpoena duces tecum or discovery request should be promptly referred to legal counsel for the Department so that a timely response can be prepared.

Records Maintenance and Release

804.7 RELEASED CASE RECORDS TO BE LOGGED

All electronic case records released, via email, pursuant to this policy should be encrypted before release and logged in the audit trail for the associated case. All physical copies of case records being released via mail, fax or in person pursuant to this policy should be logged in the audit trail for the associated case. The audit trail of release should include: date and time of release, list of all documents and records released, format it was released in, who they were released to (including name of individual and their agency of employment), how it was released, why it was released, and whom it was released by.

The department will utilize adobe acrobat's encryption function to encrypt a pdf file when the information is released via email.

804.8 SECURITY BREACHES

Members who become aware that any Redmond Police Department system containing personal information may have been breached should notify the City of Redmond Public Records Officer and the Administrative Captain as soon as practicable.

The City of Redmond Public Records Officer shall ensure the required notice is given to any resident of this state whose unsecured personal information is reasonably believed to have been acquired by an unauthorized person (RCW 42.56.590).

Notice shall be given as soon as reasonably practicable but may be delayed if notification will impede a criminal investigation.

For the purposes of the notice requirement, personal information is defined in RCW 42.56.590,

If the breach reasonably appears to have been made to protected information covered in the Protected Information Policy, the Public Records Officer should promptly notify the Department TAC (see the Protected Information Policy).

804.9 EXPUNGEMENT, SEAL, VACATE, AND DELETION OF RECORDS

Expungement orders received by the Department shall be reviewed for appropriate action by the Records Unit, in consultation with the City Attorney, as appropriate. The Records Unit shall seal, vacate, delete, or expunge such records as ordered by the court, pursuant to RCW 13.50, RCW 9.94A or RCW 10.97. Records may include, but are not limited to, a record of arrest, investigation, detention or conviction. Once a record is expunged, members shall respond to any inquiry as though the subject was not involved. Once a record is sealed, members shall reply to any inquiry concerning confidential or sealed records that records are confidential, and no information can be given about the existence or nonexistence of records concerning an individual. Requests for deletion of records containing non-conviction data only should be processed pursuant to RCW 10.97.060.

Records Maintenance and Release

804.10 TRAINING

The Police Program Coordinator for Public Records shall complete a training program consistent with the Attorney General's model rules within 90 days of assuming responsibilities for public records and complete refresher training as required (RCW 42.56.152).



8. INVESTIGATION

The function of investigating criminal activity, agency operations and procedures, and employee conduct within the local law enforcement agency's jurisdiction.

8.1 CASE MANAGEMENT

The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE12-01-03 Rev. 1	Case Assignment Control Logs documenting the assignment of criminal cases to detectives.	Retain until no longer needed for agency business <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OFM
LE2010-062 Rev. 2	Case Files – Homicides (Solved) Case reports and files assembled by law enforcement in the course of investigating homicides that have been solved. Includes, but is not limited to: <ul style="list-style-type: none"> Bond and bail information; Latent print evidence (latent print cards, photographic negatives, digital or photographic images, etc.). Excludes records covered by: <ul style="list-style-type: none"> <i>Criminal History Record Information (DAN LE07-01-05);</i> <i>Criminal History Record Information – Non-Conviction Data (DAN LE2013-007).</i> 	Retain for 20 years after conclusion of investigation <i>and</i> until exhaustion of appeals process <i>then</i> Transfer to Washington State Archives for appraisal and selective retention.	ARCHIVAL (Appraisal Required) NON-ESSENTIAL OPR



8.1 CASE MANAGEMENT

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DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2010-061 Rev. 2	<p>Case Files – Homicides (Unsolved), Missing Persons (Not Found), and Unidentified Bodies</p> <p>Case reports and files assembled by law enforcement in the course of investigating unsolved homicides, unidentified bodies or unfound missing persons where the case has not been solved.</p> <p>Includes, but is not limited to:</p> <ul style="list-style-type: none">Bond and bail information;Latent print evidence (latent print cards, photographic negatives, digital or photographic images, etc.). <p>Excludes records covered by:</p> <ul style="list-style-type: none"><i>Criminal History Record Information (DAN LE07-01-05);</i><i>Criminal History Record Information – Non-Conviction Data (DAN LE2013-007).</i>	<p>Retain for 75 years after case opened</p> <p><i>and</i></p> <p>until no longer needed for agency business</p> <p><i>then</i></p> <p>Transfer to Washington State Archives for permanent retention.</p>	<p>ARCHIVAL (Permanent Retention)</p> <p>ESSENTIAL (for Disaster Recovery)</p> <p>OPR</p>



8.1 CASE MANAGEMENT

The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2010-063 Rev. 3	<p>Case Files – Sex Offenders and Sexually Violent Offenses</p> <p>Case reports and files assembled by law enforcement in the course of investigating criminal sex or kidnapping offenses as defined in chapter 9A.44 RCW, sexually violent offenses as defined in RCW 71.09.020(17), or pertaining to a sex offender as defined in chapter 9A.44 RCW.</p> <p>Includes, but is not limited to:</p> <ul style="list-style-type: none">• Bond and bail information;• Latent print evidence (latent print cards, photographic negatives, digital or photographic images, etc.). <p>Excludes records covered by:</p> <ul style="list-style-type: none">• <i>Criminal History Record Information (DAN LE07-01-05);</i>• <i>Criminal History Record Information – Non-Conviction Data (DAN LE2013-007).</i> <p><i>Note: Records of any investigative reports pertaining to sex offenders as defined in Chapter 9A.44 RCW or sexually violent offenses as defined in RCW 71.09.020 that are not required in the current operation of the law enforcement agency or for pending judicial proceedings shall be transferred to the Washington Association of Sheriffs and Police Chiefs in accordance with RCW 40.14.070(2)(b).</i></p>	<p>Retain for 5 years after conclusion of investigation <i>and</i> until exhaustion of appeals process <i>then</i> Transfer to Washington Association of Sheriffs and Police Chiefs for permanent retention.</p>	NON-ARCHIVAL NON-ESSENTIAL OPR



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DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2010-060 Rev. 3	<p>Case Files – Other Cases (Notorious/Historically Significant)</p> <p>Case reports and files assembled by law enforcement in the course of investigating cases which have gained contemporary public notoriety or significance, such as cases that have:</p> <ul style="list-style-type: none">• Received significant media coverage;• Caused the agency to change policies/procedures or use new methods/technology;• Been frequently cited in scholarly/professional literature or subject of well-known books/films;• Otherwise been generally viewed by the community as important/significant, etc. <p>Includes, but is not limited to:</p> <ul style="list-style-type: none">• Bond and bail information;• Latent print evidence (latent print cards, photographic negatives, digital or photographic images, etc.). <p>Excludes records covered by:</p> <ul style="list-style-type: none">• <i>Case Files – Homicides (Solved) (DAN LE2010-062);</i>• <i>Case Files – Homicides (Unsolved), Missing Persons (Not Found), and Unidentified Bodies (DAN LE2010-061);</i>• <i>Case Files – Sex Offenders and Sexually Violent Offenses (DAN LE2010-063);</i>• <i>Criminal History Record Information (DAN LE07-01-05);</i>• <i>Criminal History Records Information – Non-Conviction Data (DAN LE2013-007).</i>	<p>Retain until no longer needed for agency business</p> <p><i>then</i></p> <p>Transfer to Washington State Archives for permanent retention.</p>	<p>ARCHIVAL (Permanent Retention) NON-ESSENTIAL OPR</p>



8.1 CASE MANAGEMENT

The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2010-064 Rev. 2	<p>Case Files – Other Cases (Routine)</p> <p>Case reports and files assembled by law enforcement in the course of investigating any incident that is not covered by a more specific records series.</p> <p>Includes, but is not limited to:</p> <ul style="list-style-type: none">Bond and bail information;Latent print evidence (latent print cards, photographic negatives, digital or photographic images, etc.). <p>Excludes records covered by:</p> <ul style="list-style-type: none"><i>Case Files – Other Cases (Notorious/Historically Significant) (DAN LE2010-060);</i><i>Criminal History Record Information (DAN LE07-01-05);</i><i>Criminal History Record Information – Non-Conviction Data (DAN LE2013-007).</i>	<p>Retain for 5 years after conclusion of investigation <i>and</i> until exhaustion of appeals process <i>then</i> Destroy.</p>	NON-ARCHIVAL NON-ESSENTIAL OPR
LE12-01-04 Rev. 1	<p>Case Logs</p> <p>Logs documenting case tracking information within the agency.</p>	<p>Retain until all inclusive case files have been destroyed/transferred <i>then</i> Destroy.</p>	NON-ARCHIVAL NON-ESSENTIAL OFM
LE2010-065 Rev. 1	<p>Court Disposition Information</p> <p>Records relating to information received from courts or other law enforcement agencies regarding the disposition of a court process in accordance with RCW 10.97.045.</p>	<p>Retain until no longer needed for agency business <i>then</i> Destroy.</p>	NON-ARCHIVAL NON-ESSENTIAL OPR



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DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE07-01-11 Rev. 2	<i>Criminal Background Information Management</i> Records documenting the searching, management, and dissemination of criminal background information. Includes, but is not limited to: <ul style="list-style-type: none">• National Crime Information Center (NCIC) Inquiry Logs;• Secondary Dissemination Logs. <i>Note: Retention based on auditing requirements of the Washington State Patrol.</i>	Retain until completion of Washington State Patrol audit <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OFM
LE2010-066 Rev. 0	<i>Criminal History Audit Reports</i> Final reports of Washington State Patrol audit findings. <i>Note: Criminal history audit reports are retained by Washington State Patrol in accordance with the Washington State Patrol records retention schedule.</i>	Retain for 6 years after completion of Washington State Patrol audit <i>then</i> Transfer to Washington State Archives for appraisal and selective retention.	ARCHIVAL (Appraisal Required) NON-ESSENTIAL OPR
LE07-01-02 Rev. 1	<i>Criminal History Audit Trail Files</i> Records documenting the receipt and entry of disposition information to criminal offender record information in accordance with RCW 10.98.100.	Retain for 1 year after completion of Washington State Patrol audit <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OFM



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DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE07-01-05 Rev. 3	<i>Criminal History Record Information</i> Criminal history record information as defined by RCW 10.97.030. Includes, but is not limited to: <ul style="list-style-type: none">• Fingerprints recorded in accordance with RCW 43.43.735 and transmitted to Washington State Patrol in accordance with RCW 10.98.050 or RCW 43.43.570;• Identifiable descriptions;• Notations of arrests, charges and dispositions;• Mug shots. Excludes the records of Washington State Patrol.	Retain until transmitted to Washington State Patrol <i>and</i> until no longer needed for agency business <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OPR
LE2013-007 Rev. 1	<i>Criminal History Record Information – Non-Conviction Data</i> Criminal history record information (as defined by RCW 10.97.030) that consists entirely of non-conviction data (as defined by RCW 10.97.030) for which the subject of the criminal history information has requested deletion of the non-conviction data, and deletion has been granted in accordance with RCW 10.97.060. Excludes records covered by <i>Criminal History Record Information (DAN LE07-01-05)</i> .	Retain until deletion request from subject of non-conviction data is granted <i>or</i> until subject is deceased, whichever occurs sooner <i>then</i> Destroy.	NON-ARCHIVAL ESSENTIAL (for Disaster Recovery) OPR



8.1 CASE MANAGEMENT

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DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2022-004 Rev. 0	<p><i>Custodial Interrogation Recordings</i></p> <p>Electronic recordings of custodial interrogations as defined in section 2, chapter 329, Laws of 2021.</p> <p><i>Note: Retention based on requirement to retain custodial interrogation recordings throughout the length of any resulting sentence, including any period of community custody extending through final discharge. (Section 14 – chapter 329, Laws of 2021).</i></p> <p><i>Note: Retention requirements do not take effect until January 1, 2022.</i></p>	<p>Retain until final discharge of offender from custody (including community custody)</p> <p><i>then</i></p> <p>Destroy.</p>	NON-ARCHIVAL NON-ESSENTIAL OPR
LE2010-069 Rev. 1	<p><i>Evidence/Property In Custody – Management</i></p> <p>Records documenting the intake, management, and disposition of property acquired by the agency as evidence or for safekeeping. Does not include the actual evidence, which should be managed in accordance with applicable federal, state or local law, court order, and/or agency policy.</p> <p>Includes, but is not limited to:</p> <ul style="list-style-type: none">• Evidence/property in/out logs;• Documentation relating to disposition (destruction, return to owner, return to jurisdictional agency, etc.). <p>Excludes records covered by:</p> <ul style="list-style-type: none">• <i>Executions Against Personal Property (DAN LE05-01-07);</i>• <i>Inmate Custody Files (Age 18 or Over) (DAN LE15-01-40);</i>• <i>Inmate Custody Files (Under Age 18) (DAN LE2010-038);</i>• <i>Property Seizure/Disposition (DAN LE03-01-08).</i>	<p>Retain for 6 years after disposition of property</p> <p><i>and</i></p> <p>1 year after disposition of pertinent case file(s)</p> <p><i>then</i></p> <p>Destroy.</p>	NON-ARCHIVAL NON-ESSENTIAL OPR



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DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2010-070 Rev. 1	<i>Expungement/Sealing/Vacation of Records</i> Records relating to requests and orders for the expungement, sealing, or vacation of criminal information or records in accordance with WAC 446-16-025.	Retain for the current approved retention period for the records being expunged/sealed/vacated <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OPR
LE2013-010 Rev. 0	<i>Fingerprint Analysis</i> Requests for fingerprint analysis received from external law enforcement agencies for the purpose of identifying an individual and that do not relate to criminal or other investigations undertaken by the agency. Includes latent prints from crime scenes, arrestee or inmate prints, and ten prints or other prints received for identification purposes, correspondence and reports. Excludes: <ul style="list-style-type: none">Records covered by <i>Fingerprint Requests (Public)</i> (DAN LE2013-001);Ten prints or other fingerprints taken or received in regards to a concealed pistol license application or other permit/registration being processed by the agency and covered by a more specific DAN.	Retain for 3 years after request fulfilled <i>or</i> until returned to requesting agency <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OPR



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DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2022-008 Rev. 0	Internal Review/Post-Incident Analysis (Routine) Records relating to formal or informal analysis of a given response event to evaluate the events that occurred, strategy and tactics employed, results, and lessons learned. Includes, but is not limited to: <ul style="list-style-type: none">• Use of force forms and their review. Excludes records covered by <i>Complaints, Grievances, and Misconduct (Peace/Corrections Officers) (DAN 2022-003)</i> .	Retain for 6 years after completion of review <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OPR
LE06-01-04 Rev. 2	Investigational Conversation Recordings Recordings of investigational conversations with victims, suspects, witnesses, or other individuals associated with criminal investigations. Excludes records covered by <i>Custodial Interrogation Recordings (DAN LE2022-004)</i> .	Retain for 1 year after transcribed verbatim and verified <i>or</i> until disposition of pertinent case file, <i>whichever is sooner</i> <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OFM
LE2010-077 Rev. 0	Investigational Conversation Transcriptions Transcriptions of recorded investigational conversations with victims, suspects, witnesses, or other individuals associated with criminal investigations.	Retain until disposition of pertinent case file <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OPR



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DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2010-071 Rev. 0	<i>Investigative Funds</i> Records relating to agency funds expended during criminal investigation evidence buys, investigative expenses, and informant expenses and/or payments. Includes, but is not limited to: <ul style="list-style-type: none">• Expense vouchers;• Receipt books for funds spent;• Ledgers;• Receipts for purchases.	Retain for 10 years after date of last expenditure <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OPR
LE2010-072 Rev. 0	<i>Major Accident Response and Reconstruction (MARR)</i> Investigations of major traffic accidents resulting in fatalities or serious injury with a high likelihood of civil litigation. Includes, but is not limited to: <ul style="list-style-type: none">• Accident scene drawings and measurements;• Crash data logs.	Retain for 50 years after conclusion of investigation <i>then</i> Transfer to Washington State Archives for appraisal and selective retention.	ARCHIVAL (Appraisal Required) NON-ESSENTIAL OPR



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The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2010-073 Rev. 1	<p>Polygraph Tests</p> <p>Records relating to polygraph examinations administered as part of a criminal case investigation.</p> <p>Includes, but is not limited to:</p> <ul style="list-style-type: none">• Uninterpreted polygraph results;• Interpretive reports. <p>Excludes polygraph tests administered for non-criminal purposes covered by <i>Background Checks/Tests/Investigations (Non-Criminal)</i> (DAN LE2015-005).</p>	<p>Retain until disposition of pertinent case file <i>then</i> Destroy.</p>	NON-ARCHIVAL NON-ESSENTIAL OPR



8.1 CASE MANAGEMENT

The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2017-001 Rev. 1	<p>Recordings from Mobile Devices – Buffered Data/Images</p> <p>Automatically and continuously generated data and images that are captured by mobile recording devices, stored temporarily in the device, <i>and recorded over</i> as part of routine device operations <u>without being accessed</u>.</p> <p>Excludes:</p> <ul style="list-style-type: none">• Data and images (including any “pre-event” or “post-event” buffer) that are part of a manually or automatically triggered event recording, covered by <i>Recordings from Mobile Devices – Incident Identified (DAN LE09-01-08)</i> and <i>Recordings from Mobile Devices – Incident Not Identified (DAN LE09-01-09)</i>;• Any data and images that are accessed before being recorded over (e.g., if a triggered recording does not record successfully, if the agency reviews recorded images/data that are <u>not</u> part of a triggered event recording, etc.) covered by <i>Recordings from Mobile Devices – Incident Identified (DAN LE09-01-08)</i> and <i>Recordings from Mobile Devices – Incident Not Identified (DAN LE09-01-09)</i>;• <i>Recordings from Mobile Devices – Incident Not Identified (Body Worn Cameras) (DAN LE2016-001)</i>.	Destroy as part of routine device operations <i>as defined by agency policy</i> .	NON-ARCHIVAL NON-ESSENTIAL OFM



8.1 CASE MANAGEMENT

The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE09-01-08 Rev. 3	<p>Recordings from Mobile Devices – Incident Identified</p> <p>Recordings, created by the law enforcement agency using mobile recording devices, and whether manually or automatically triggered, that are <i>known</i> to have captured a unique or unusual action from which litigation or criminal prosecution is expected or likely to result.</p> <p>Includes all mobile recordings, regardless of where recording device is mounted, such as:</p> <ul style="list-style-type: none">• Bodycam (device on officer's chest, shoulder, head, cap, sunglasses, pole/stick, etc.);• Dashcam (or any other device mounted on the inside or outside of a vehicle – car, motorcycle, boat, all terrain vehicle (ATV), bike, scooter, etc.);• Dogcam (on an animal's body – canine, equine, etc.);• Drone (unmanned aerial vehicle or any other remote controlled equipment). <p>Excludes records covered by:</p> <ul style="list-style-type: none">• <i>Intercepted Communications/Conversations – Recorded (DAN LE2010-075);</i>• <i>Recordings from Mobile Devices – Buffered Data/Images (DAN LE2017-001).</i>	<p>Retain until matter resolved <i>and</i> until exhaustion of appeals process <i>then</i> Destroy.</p>	NON-ARCHIVAL NON-ESSENTIAL OFM



8.1 CASE MANAGEMENT

The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2016-001 Rev. 2	<p>Recordings from Mobile Devices – Incident Not Identified (Body Worn Cameras)</p> <p>Recordings, created by the law enforcement agency using body worn cameras, <i>provided that</i> the recording is <i>not known</i> to have captured a unique or unusual incident or action from which litigation or criminal prosecution is expected or likely to result.</p> <p>Excludes records covered by:</p> <ul style="list-style-type: none">• <i>Intercepted Communications/Conversations – Recorded (DAN LE2010-075);</i>• <i>Recordings from Mobile Devices – Buffered Data/Images (DAN LE2017-001);</i>• <i>Recordings from Mobile Devices – Incident Identified (DAN LE09-01-08);</i>• <i>Recordings from Mobile Devices – Incident Not Identified (Non Body Worn Cameras) (DAN LE09-01-09).</i> <p><i>Note: Retention based on 60-day requirement for certain body worn camera recordings (RCW 42.56.240).</i></p>	<p>Retain for 60 days after date of recording <i>then</i> Destroy.</p>	NON-ARCHIVAL NON-ESSENTIAL OFM



8.1 CASE MANAGEMENT

The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE09-01-09 Rev. 5	<p>Recordings from Mobile Devices – Incident Not Identified (Non Body Worn Cameras)</p> <p>Recordings, created by the law enforcement agency using mobile recording devices (other than body worn cameras), and whether manually or automatically triggered, that are <i>not known</i> to have captured a unique or unusual incident or action from which litigation or criminal prosecution is expected or likely to result.</p> <p>Includes, but is not limited to mobile recordings such as:</p> <ul style="list-style-type: none">• Dashcam (or any other device mounted on the inside or outside of the vehicle – car, motorcycle, boat, all terrain vehicle (ATV), bike, scooter, etc.);• Dogcam (on an animal's body – canine, equine, etc.);• Drone (unmanned aerial vehicle or any other remote controlled equipment). <p>Excludes records covered by:</p> <ul style="list-style-type: none">• <i>Intercepted Communications/Conversations – Recorded (DAN LE2010-075);</i>• <i>Recordings from Mobile Devices – Buffered Data/Images (DAN LE2017-001);</i>• <i>Recordings from Mobile Devices – Incident Identified (DAN LE09-01-08);</i>• <i>Recordings from Mobile Devices – Incident Not Identified (Body Worn Cameras) (DAN LE2016-001).</i>	<p>Retain for 90 days after date of recording <i>then</i> Destroy.</p>	NON-ARCHIVAL NON-ESSENTIAL OFM



8.1 CASE MANAGEMENT

The activity of managing the agency's cases and investigations. Unless specifically indicated, series cover records of both adults and juveniles.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2013-008 Rev. 0	<i>Suspicious Matter Testing</i> Records relating to the testing of suspicious matter or substances, such as green vegetable matter, for identification purposes. Includes, but is not limited to: <ul style="list-style-type: none">• Test requisitions;• Testing and analysis notes, data, and reports (findings of fact reports, leaf marijuana test notes, etc.). Excludes: <ul style="list-style-type: none">• Records covered by <i>Suspicious Matter Testing – Logs (DAN LE2013-009)</i>;• Testing reports and other testing records that are part of a case file.	Retain until disposition of pertinent case file <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OFM
LE2013-009 Rev. 0	<i>Suspicious Matter Testing – Logs</i> Logs used to track requisitions received by the law enforcement agency for the testing of suspicious matter. Excludes records covered by <i>Suspicious Matter Testing (DAN LE2013-008)</i> .	Retain for 3 years after date of latest entry <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OFM
LE2022-011 Rev. 0	<i>U-Visa / T-Visa Records</i> Records relating to the law enforcement agency's involvement with U-visas for victims of crime and T-visas for victims of human trafficking.	Retain for 6 years after last contact with individual <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OPR



8.2 INTELLIGENCE

The activity of collecting information related to suspected or alleged criminal activity.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE07-01-03 Rev. 1	Career Criminals Records relating to repeat offenders who have been identified as career criminals. Excludes records which are part of a case file.	Retain until no longer needed for agency business <i>then</i> Transfer to Washington State Archives for appraisal and selective retention.	ARCHIVAL (Appraisal Required) NON-ESSENTIAL OFM
LE14-01-01 Rev. 1	Confidential Informants Records relating to individuals with confidential informant status who provide information to the agency on a confidential basis.	Retain until termination of confidential informant status <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OFM
LE07-01-04 Rev. 2	Crime Analysis Files Records relating to analyses used to anticipate, prevent, or monitor potential criminal activity.	Retain for 1 year after completion of analysis <i>then</i> Transfer to Washington State Archives for appraisal and selective retention.	ARCHIVAL (Appraisal Required) NON-ESSENTIAL OFM
LE12-01-08 Rev. 2	Field Interrogation Reports Limited informational reports compiled and/or created by officers in regard to persons or vehicles that appear suspicious at the time or place of contact but do not immediately result in arrest or prolonged detention. Excludes records covered by <i>Custodial Interrogation Recordings (DAN LE2022-004)</i> .	Retain for 1 year after date of report <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OFM



8.2 INTELLIGENCE

The activity of collecting information related to suspected or alleged criminal activity.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2010-074 Rev. 0	Intelligence Files Criminal intelligence files created or accumulated by agency personnel in the course of investigating suspected or alleged criminal activity. Includes records relating to the provision of special security (for dignitaries, witnesses, etc.).	Retain until no longer needed for agency business <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OPR
LE2010-075 Rev. 0	Intercepted Communications/Conversations – Recorded Records relating to private communications and/or conversations obtained from non-consenting parties authorized by a superior court judge in accordance with RCW 9.73.040. Includes, but is not limited to: <ul style="list-style-type: none">• Authorization(s);• Recordings.	Retain until disposition of pertinent case file <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OPR
LE2010-076 Rev. 0	Intercepted Communications/Conversations – Not Recorded Records relating to <u>unfulfilled</u> authorizations obtained from a superior court judge for the interception, transmission, or recording of communications or conversations with a non-consenting party.	Retain until expiration of authorization <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OPR
LE14-01-02 Rev. 1	Organized Crime Records relating to the investigation of organized crime. Includes, but is not limited to: <ul style="list-style-type: none">• Criminal Activity Profiles (CAPs);• Incidental documents;• Name/individual subject records.	Retain for 3 years after conclusion of investigation <i>then</i> Transfer to Washington State Archives for appraisal and selective retention.	ARCHIVAL (Appraisal Required) NON-ESSENTIAL OPM



8.2 INTELLIGENCE

The activity of collecting information related to suspected or alleged criminal activity.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2010-078 Rev. 0	<i>Strip/Body Cavity Searches</i> Records relating to strip or body cavity searches performed in accordance with RCW 10.79.080 and/or RCW 10.79.150. Includes, but is not limited to: <ul style="list-style-type: none">• Authorizations and warrants;• Statements of results/reports.	Retain for 6 years after date of search <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OPR
LE03-01-40 Rev. 1	<i>Special Weapons and Tactics (SWAT)</i> Records relating to special or tactical operations planned and/or carried out by Special Weapons and Tactical (SWAT) units. Excludes SWAT records that are part of a case file.	Retain for 2 years after completion of mission/operation <i>then</i> Transfer to Washington State Archives for appraisal and selective retention.	ARCHIVAL (Appraisal Required) NON-ESSENTIAL OFM
LE21-01-06 Rev. 1	<i>Vehicle Histories</i> Records relating to information compiled on vehicle types and/or models involved in criminal activities.	Retain until no longer needed for agency business <i>then</i> Destroy.	NON-ARCHIVAL NON-ESSENTIAL OFM



8.3 JUVENILE OFFENSE RECORDS ELIGIBLE FOR EARLY DESTRUCTION

This section covers juvenile records which may otherwise have a longer retention but are eligible for early destruction pursuant to RCW 13.50.270.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2015-008 Rev. 0	Juvenile Records – Destruction Eligibility Notification Received from Juvenile Court Juvenile records identified by the Juvenile Court as eligible to be destroyed in accordance with <u>RCW 13.50.270(1)(b)</u> . Excludes the notification of eligibility <u>and</u> the records documenting the destruction of the juvenile records, which are covered by <i>Destruction of Public Records (DAN GS50-09-06 / GS 11005)</i> .	Upon receipt of notification of destruction eligibility from Juvenile Court, Destroy juvenile records within 90 days.	NON-ARCHIVAL NON-ESSENTIAL OPR
LE2015-009 Rev. 0	Juvenile Records – Pardon Notification Received from Office of the Governor Juvenile records relating to an individual who has been granted a full and unconditional pardon by the Governor , and where the Office of the Governor has notified the agency in accordance with RCW 13.50.270(2). Excludes the notification of pardon and the records documenting the destruction of the juvenile records, which are covered by <i>Destruction of Public Records (DAN GS50-09-06 / GS 11005)</i> .	Upon receipt of pardon notification received from the Office of the Governor, Destroy juvenile records within 30 days.	NON-ARCHIVAL NON-ESSENTIAL OPR
LE2015-010 Rev. 0	Juvenile Records – Destruction Ordered by Court Juvenile records ordered to be destroyed by the court in accordance with RCW 13.50.270(3) or any (other) court order . Excludes the notification of destruction and the records documenting the destruction of the juvenile records, which are covered by <i>Destruction of Public Records (DAN GS50-09-06 / GS 11005)</i> .	Upon receipt of court order, Destroy juvenile records.	NON-ARCHIVAL NON-ESSENTIAL OPR



8.3 JUVENILE OFFENSE RECORDS ELIGIBLE FOR EARLY DESTRUCTION

This section covers juvenile records which may otherwise have a longer retention but are eligible for early destruction pursuant to RCW 13.50.270.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2015-011 Rev. 0	<p><i>Juvenile Records – Juvenile Attains Age 23</i></p> <p>Records relating to juvenile offenses and diversions where the juvenile has attained 23 years of age <u>and</u> where the local government agency has developed procedures for the routine destruction of certain records pursuant to RCW 13.50.270(4).</p> <p>Excludes records documenting the destruction of the juvenile records, which are covered by <i>Destruction of Public Records (DAN GS50-09-06 / GS 11005)</i>.</p>	<p>Retain until juvenile attains 23 years of age <i>then</i> Destroy according to agency policy/procedures.</p>	NON-ARCHIVAL NON-ESSENTIAL OPR



9. LEGACY RECORDS

This section covers records no longer being created/received by law enforcement agencies, where the existing records have not yet reached their minimum retention period or been transferred to Washington State Archives.

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2022-009 Rev. 0	<i>Legacy Arrest Register Volumes and Mug Shot Books</i> Previously compiled volumes of arrests and mug shots prior to contemporary management of criminal history records. Excludes contemporary records covered by <i>Criminal History Record Information (DAN LE07-01-05)</i> .	Retain until no longer needed for agency business <i>then</i> Transfer to Washington State Archives for appraisal and selective retention.	ARCHIVAL (Appraisal Required) NON-ESSENTIAL OPR

Purpose: To ensure that the Law Enforcement agency has a system, CAD or otherwise, to record all calls for service. The record should contain the date, time, and location, nature of the incident, responding units and a disposition for the call for service.

- 5.3 The agency has policies governing its compliance with all rules for ACCESS participation, to include:

- The agency can show 100% compliance or has made corrections to comply with any ACCESS findings from the previous triennial audit, and;
- The agency can show that all personnel have been trained and certified

Purpose: To insure compliance with ACCESS regulations and operates ACCESS terminal(s) in a secure, professional and legal manner. The agency should provide the documentation from their previous triennial audit by WSP/ACCESS or the FBI. Any compliance issues must have been addressed and documentation should be provided to show that the agency has corrected any noted deficiencies.

- 5.4 The agency physically protects the privacy and security of agency records in a manner that assures that only authorized personnel with the appropriate need to know - and right to know – can access those records.

- 5.5 The agency complies with Washington State law governing dissemination of records.

Purpose: To ensure that the agency is in compliance with the Washington State Public Records Act, RCW 42.56. Policy governing compliance as well as common practice should be demonstrated.

- 5.6 The agency complies with Washington State law governing preservation and destruction of records.

Purpose: To ensure that the agency is in compliance with Washington State law governing preservation and destruction of records to include identification and maintenance of essential/permanent records. Policy governing compliance as well as common practice should be demonstrated.

- 5.7 The agency has procedures for processing and maintaining notice of infractions and citations.

Purpose: Agencies must be accountable for all notice of infractions and citations issued their timely delivery to the court system, and retention for audit purposes.

- 5.8 The agency has guidelines to address the release of public information to the media.



Memorandum

Date: 1/17/2023

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

File No. CM 23-015

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	Captain
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TITLE:

Police Department Unmanned Aerial System (UAS) Update for Council

OVERVIEW STATEMENT:

This agenda item provides an informational update on the police department's use and expansion of the Unmanned Aerial System (UAS) program.

Staff originally brought this program to Council's attention in June 2019 when the department purchased a single, yet robust UAV (drone). Since then, the program has expanded in both scope and number of UAVs in the department's inventory. The department currently has 7 UAVs of various models including 2 mini-UAVs used to search indoors. The department has a total of 13 FAA licensed UAV pilots dispersed among divisions and shifts for immediate deployments nearly 24/7.

The UAS remains an invaluable tool for documenting serious traffic collisions and crime scenes in an efficient and technically detailed manner. The technology is being increasingly used by officers as a tool to search for suspects and missing persons. The department is exploring the benefit of using the UAV as a first responder. Launched from the police department, the UAV can travel across town quickly and evaluate the need or type of patrol response necessary. Similar first responder UAS programs in California have proven to be successful as it keeps patrol resources available for priority calls.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

Date: 1/17/2023

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

File No. CM 23-015

Type: Committee Memo

- **Relevant Plans/Policies:**
RPD Policy 605: Unmanned Aerial System (UAS) Operations
- **Required:**
N/A
- **Council Request:**
Receive information
- **Other Key Facts:**
N/A

OUTCOMES:

2022 Year-End UAS Statistics:

- 13 licensed pilots and 7 UAVs provides better 24/7 coverage
- 55+ deployments. 35 hours of flight time (not including training).
- Security overwatch at large outdoor events, demonstrations, and protests
- Agency assist deployments in neighboring jurisdictions
- Considering drone as a first responder (DFR) for applicability in the City.

UAS Benefits:

- Increased successful apprehension rates.
- Enhanced ability to locate missing, suicidal, and endangered persons.
- Mini UAVs allow searching interior locations safer by placing technology into an unknown area where an armed subject may be hiding.
- Eliminates the need for a traditional officer response in some circumstances.

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:

No budget impact

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
N/A	None proposed at this time	Receive Information

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

None



Memorandum

Date: 1/17/2023

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

File No. CM 23-014

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	Captain
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TITLE:

Washington State Allocation of \$33,752.27 to Assist with the Cost of Training Required by Legislation Enacted in 2021 and 2022

OVERVIEW STATEMENT:

The purpose of this memo is to seek Council's approval for the police department to receive State funding to support required Use of Force training.

In 2022 the Washington State Legislature provided funds for police departments to assist with the cost of required training by certain legislation enacted in 2021 and 2022. The required training includes Use of Force per House Bills 1310, 1735, and 2037, and Duty to Intervene per House Bill 5066.

The State funding is being distributed through the Washington Association of Sheriffs and Police Chiefs (WASPC). To distribute funds equitably, WASPC developed a funding formula based on the number of commissioned officers per agency. Based on the formula, the Redmond Police Department was allocated \$33,752.27.

☐ Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

☐ Receive Information

☒ Provide Direction

☐ Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - RPD Policy 300 - Use of Force
 - RCW 9A.16.020 - Use of Force (When lawful)
 - RCW 10.120.020 - Permissible Uses of Force
 - RCW 10.93.190 - Peace Officers Duty to Intervene

RCW 10.116.020 - "Chokehold" or neck restraint prohibited

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

OUTCOMES:

In December 2022, all commissioned officers received Use of Force policy update training. The curriculum included:

- De-escalation: Alternative tactics and strategies
- What is considered Force
- Gaining compliance prior to use of force
- When force is authorized
- When deadly force is authorized
- Drawing and pointing a firearm
- Duty to intervene
- Providing reasonable care
- Asphyxia prevention
- Spit hood application
- Use of Force report writing

The same content will be incorporated into the 2023 in-service training calendar with scenario-based training.

Anticipated expenses in 2023:

- Virtual reality training software and equipment
- Use of force instructor training and instructor development
- Hosted use of force training
- Miscellaneous training equipment

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Deadline to receive the funding is June 30, 2023.
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

No budget impact

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
2/7/2023	Business Meeting	Approve

Time Constraints:

Deadline to receive the funding is June 30, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

State allocated funding.

ATTACHMENTS:

N/A



Memorandum

Date: 1/17/2023

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

File No. CM 23-010

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	425-556-2201
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DEPARTMENT STAFF:

Fire	Jim Whitney	Battalion Chief EMS Division
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TITLE:

Amendment to the Medic One Consortium ILA

OVERVIEW STATEMENT:

This is an amendment to the 2003 Northeast King County Medic One Inter Local Agreement (ILA). This will replace Woodinville Fire & Rescue with Eastside Fire & Rescue as the participating agency who has been contracted to provide fire and basic life support emergency medical services for the City of Woodinville and surrounding areas of unincorporated King County. There are no other changes to original 2003 ILA.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Fire Department Standards of Cover, Redmond Fire Department Strategic Plan, King County EMS Strategic Plan
- **Required:**
City of Redmond Resolution 1503 Section 4 states that intergovernmental agreements require council approval.
- **Council Request:**
N/A
- **Other Key Facts:**
Eastside Fire & Rescue is contracted to provide fire/EMS services in place of Woodinville Fire & Rescue.

OUTCOMES:

This will provide for appropriate structure within the Northeast King County Medic One Consortium that the Redmond

Fire Department is the Lead Agency. It will allow Eastside Fire and Rescue to have a representative on the Board at consortium meetings and provide their employees the opportunity to test into the Medic One program.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
Ongoing interaction daily interaction with all consortium department members through meetings, trainings, and responses to the most critical illness and injuries.
- **Feedback Summary:**
Critical care preparedness and delivery, cardiac arrest survival, and firefighter safety. Meeting the identified Strategic Plan Objectives 1.1, 1.2, and 1.3.

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:**

Date: 1/17/2023

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

File No. CM 23-010

Type: Committee Memo

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
2/7/2023	Business Meeting	Approve

Time Constraints:

Budget Biennium 2023/24

ANTICIPATED RESULT IF NOT APPROVED:

Conflicts of structure within the innerworkings of the regional Northeast King County Medic One Consortium group. Limitation on available recruiting for Medic One testing.

ATTACHMENTS:

Attachment A: Current Interlocal Agreement Medic One Services 2003 Contract #4311

Attachment B: First Amendment to Interlocal Agreement for Medic One Services Adding Eastside Fire & Rescue as a Party

**INTERLOCAL AGREEMENT
MEDIC ONE SERVICES**

Contract #4311

WHEREAS, King County provides EMS Levy funding and contracts with a Lead Agency to provide Advanced Life Support Medic One services to the cities and fire districts of Redmond, Woodinville Fire and Life Safety, Kirkland, Fire District 45 (Duvall), Eastside Fire and Rescue, and Fire District 27 (Fall City); and

WHEREAS, the City of Redmond will serve as Lead Agency providing paramedic services to this area and recognizes the benefits of a cooperative approach to integrating advanced life support services into the operations and training of the local fire departments within its service area, thus creating the highest level of service possible for the citizens; and

WHEREAS, this cooperative approach would provide the framework by which individual jurisdictions would have local control and input into those operations, as well as provide a framework to resolve any potential funding shortfalls or service delivery cuts that may jeopardize the Medic One system in the future; and

WHEREAS, the parties herein desire to enter into an interlocal agreement to form a Northeast King County Medic One Policy Board that would, in part, provide guidance and coordination between advanced life support, basic life support, and fire operations within the entire service area, pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW);

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. PURPOSE

The parties are entering into this Agreement in order to provide coordinated advanced life support (Medic One) operations, planning, training, and problem solving for the Medic One system within their service areas.

II. THE PARTIES

As of the date of execution of this Agreement, the parties to this Agreement are as follows:

- City of Kirkland
- City of Redmond
- King County Fire District 45 (Duvall Fire Department)
- King County Fire District 27 (Fall City Fire Department)
- Woodinville Fire and Life Safety District

Any other fire protection district or fire department that may, at a future date, be serviced by Northeast King County Medic One may become a party to this Agreement.

III. BOARD

An administrative entity, known as Northeast King County Medic One (hereinafter "the Board"), is hereby established to administer this Agreement.

- A. Composition – The Board shall be composed of one representative or designee from each party to this Agreement.
- B. Meeting – The Board shall meet at least once quarterly, but not be limited to quarterly, at a time and place to be determined by a majority of the Board and/or by the Medical Services Administrator of Northeast King County Medic One.
- C. Decision Making Process – Decisions of the Board will be reached using a consensus process. In no case can the Board obligate Northeast King County Medic One, or any

of the parties to this agreement, to financial or contractual obligations not specifically spelled out herein without the approval of the elected officials of the affected agency.

- D. The Policy Board will adhere to the intent of Appendix C of the Northeast King County ALS Consortium Policy Board roles and responsibilities (Attachment A).
- E. Duties – Subject to the terms of this Agreement, the Board shall have the responsibility for formulation of policy and procedures for the operation of advanced and basic life support services that are general and universal to the entire service area, review proposed budgets for the Medic One system and make recommendations for changes if needed, review paramedic selection criteria and create a climate to encourage applicants from all service area fire departments, assist King County with unit location decisions, and provide other general guidance and coordination between advanced life support, basic life support, and fire department operations.
- F. Supplemental Operating Fund – Potential of Cost Sharing – Under the current funding mechanism consisting of the King County Medic One Levy and the projected cost of living increases over the levy's six-year term, it is not anticipated that cost sharing will be needed or a fund established for this agreement. This clause is included in the interlocal agreement in order to provide the parties a mechanism to help fund the system if unanticipated shortfalls should occur and would require prior approval by the parties' elected bodies before implementation. A calls-for-service formula will be used to determine agency cost sharing. Each party to this agreement would be responsible for unanticipated shortfalls based on the percentage of total ALS incidents within their jurisdiction. If such authority were granted, the Board would be authorized (by RCW 39.34.030 (4)(b)) to establish a special fund with the Lead Agency's treasurer, to be designated as the Supplemental Operating Fund of the Northeast King County Medic One system. Such fund may be used for the purpose of depositing annual payments of each member agency's annual monetary contributions, if any, or any other monies received by or on behalf of the Board. Any monies accumulated in said fund shall be utilized solely for the continued operation of the Northeast King County Medic One system as determined by the Board. Should King County approve the ability to create a "sub fund reserve," the Medic One Levy would use those monies first to solve under-funding.
- G. Direct Costs of Board Operation – All direct costs and expenses incurred from participation on the Board by each participating agency shall be paid by that agency. Costs incurred for wages and benefits for employees' assigned duties assisting the Board shall be paid by the employing agency.
- H. Ownership of Property – It is not anticipated that the Board will acquire property. If cost sharing is implemented at some future date, the Lead Agency may be authorized by the Board to acquire title to and dispose of properties and equipment as necessary to effectuate the purposes of this Agreement. All equipment and property purchased under this Agreement shall vest in the Lead Agency (subject only to the right therein of the participating parties upon termination of this Agreement), subject to the terms of the interlocal agreement between King County EMS and the lead agency
- I. Selection and Hiring of New Firefighter Paramedic
 - 1. The Board shall have representation in the process involving development of the testing process. Additionally, the Board will have representation in, at least one of, the oral board components of the testing process.
 - 2. Participating agency firefighters who are selected to attend Medic School will remain employees of their originating department until such time that they receive King County Emergency Medical Services Paramedic Certification. Upon receipt of

their paramedic certification, their employment will transfer to that of the Lead Agency.

Commencing the first day of Medic School, the Lead Agency will assume responsibility for payment of wages and benefits to the originating Employer; i.e., a Kirkland firefighter would receive his or her normal wages and benefits through the City of Kirkland with the City of Redmond, as Lead Agency, providing compensation to the City of Kirkland upon receipt of an invoice.

- J. Employment of Firefighter/Paramedics – Firefighters selected for paramedic training will remain employees of their "home" agency while in training. Upon successful completion and certification as paramedics, firefighters will become employees of the Lead Agency. The policy board will explore the option of a "Loaned Firefighter Interlocal Agreement" for the purpose of allowing firefighters to remain employees of their "home" agency.

IV. LEAD AGENCY

- A. Designated – The City of Redmond, 15670 N.E. 85 Street, P.O. Box 97010, Redmond, Washington 98073, shall be designated the Lead Agency under this Agreement.
- B. Duties – In addition to its responsibilities as a party to this Agreement, the Lead Agency shall:
1. **Administrative Support** – Provide administrative and secretarial support to the Board.
 2. **Maintain Books and Records** – Maintain books, records, and documents that accurately reflect all direct costs associated with the performance of this Agreement and of Northeast King County Medic One. The Board shall have access to all public books and records upon reasonable notice to the Lead Agency.
 3. **Sending Invoices and Receiving Payments from the Parties** – If Section III. F. is implemented; the Lead Agency shall bill each party monthly for the costs and expenses approved by the Board under this Agreement.
- C. Execution and Filing of Agreement – The Lead Agency shall ensure (that) the parties execute this Agreement and that a certified copy is filed with the King County Auditor and the City Clerk of any cities party to this Agreement pursuant to RCW 39.34.040.

V. TITLE TO EQUIPMENT

Title to all equipment authorized for purchase by the Board under this Agreement shall be in the name of the Lead Agency. Title to all equipment purchased by each entity shall be in the name of the entity purchasing the equipment.

VI. TERMINATION

This Agreement shall continue in effect indefinitely until terminated by agreement of the parties or in the event of the withdrawal under Section VII by all but a single party.

VII. WITHDRAWAL

Any party may withdraw from this Agreement without terminating the entire Agreement by giving the Board one-year prior notice. Said withdrawal shall become effective at the end of the one-year period. Any agency withdrawing from this Agreement shall be responsible to pay all invoices for costs and expenses incurred prior to termination.

VIII. INDEMNIFICATION

Each of the participating parties agrees to indemnify, defend, and hold harmless the other parties, their officers, officials, agents, employees, and volunteers from any and all claims, costs, including reasonable attorneys' fees, losses, and judgments arising out of the negligent acts or omissions of that party's officials, officers, agents, employees, and volunteers in connection with the performance of this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees or agents.

Further, each party shall defend, indemnify, and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinances, rules or regulations, policies or procedures of each respective party on the memorandum. If any cause, claim, suit, action or administrative proceedings are commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy, or procedure of a party hereto, that party alone shall defend the same at its sole expense and shall fully satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees.

For the purpose of this indemnification only, the parties by mutual negotiation hereby waive, as respects the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 of the revised code of Washington.

This section shall survive the expiration or termination of this memorandum to the extent allowed by law.

This provision will survive the termination of this agreement and will also remain applicable to withdrawn parties, further, that in either event, the provision will survive until such time as any applicable statute of limitations is adjudicated or acknowledged by any plaintiff as releasing all former and current parties from liability.

IX. INSURANCE

Each of the parties hereby agrees to obtain and maintain, for the duration of this Agreement, all insurance necessary to cover the potential liability described in Section (VIII) herein. This provision will survive the termination of this agreement and will also remain applicable to withdrawn parties, further, that in either event, the provision will survive until such time as any applicable statute of limitations is adjudicated or acknowledged by any plaintiff as releasing all former and current parties from liability.

X. MODIFICATION

No changes or modifications of this Agreement shall be valid or binding upon any of the parties to this Agreement unless such changes or modifications are in writing and executed by all of the parties.

XI. NOTICES

All notices required to be given under this Agreement shall be delivered to the Board at the address of the Lead Agency and to each of the parties at the address provided. Notices sent by registered mail shall be deemed served when deposited in the U.S. Mail.

XII. INTEGRATION

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

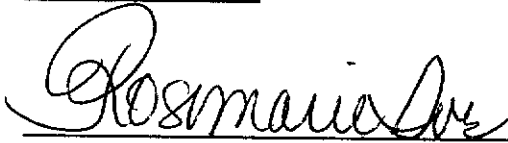
XIV. EFFECTIVE DATE

This Agreement shall become effective following the occurrence of the following actions:

- A. Approval of the Agreement by the official action of the governing bodies of each of the parties hereto;
- B. Signing of the Agreement by the duly authorized representative of each of the parties hereto;
- C. The filing of a copy of this Agreement with the following public officials:
 1. The City Clerks of the participating cities hereto; and
 2. The King County Auditor

IN WITNESS WHEREOF, the undersigned public agencies have executed this Agreement on the date and year set forth below.

City of Redmond



Mayor, City of Redmond

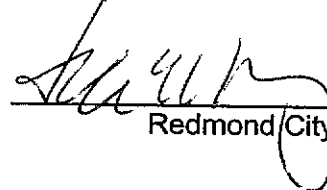
Date: 2/4/03

ATTEST/AUTHENTICATED:



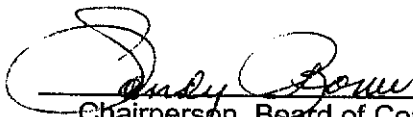
Redmond City Clerk

APPROVED AS TO FORM:



Redmond City Attorney

King County Fire District 45



Chairperson, Board of Commissioners

Date: 12/19/02

ATTEST/AUTHENTICATED:



APPROVED AS TO FORM:

King County Fire District 45 Attorney

Fire District 27

APPROVED AS TO FORM:


Chairperson, Board of Commissioners

Fire District 27 Attorney

Date: 1/14/2003

ATTEST/AUTHENTICATED:

Melinda Evans

City of Kirkland

APPROVED AS TO FORM:

City Manager, City of Kirkland

Kirkland City Attorney

Date: _____

ATTEST/AUTHENTICATED:

Kirkland City Clerk

Woodinville Fire and Life Safety

APPROVED AS TO FORM:

Chairperson, Board of Commissioners

Woodinville Fire and Life Safety Attorney

Date: _____

ATTEST/AUTHENTICATED:

Fire District 27

APPROVED AS TO FORM:

Chairperson, Board of Commissioners

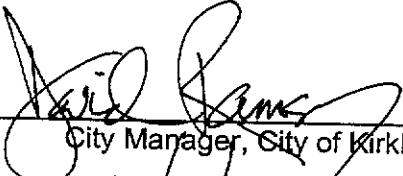
Fire District 27 Attorney

Date: _____

ATTEST/AUTHENTICATED:

City of Kirkland

APPROVED AS TO FORM:




City Manager, City of Kirkland



Kirkland City Attorney

Date: 12/23/02

ATTEST/AUTHENTICATED:



Kirkland City Clerk

Woodinville Fire and Life Safety

APPROVED AS TO FORM:

Chairperson, Board of Commissioners

Woodinville Fire and Life Safety Attorney

Date: _____

ATTEST/AUTHENTICATED:

Fire District 27

APPROVED AS TO FORM:

Chairperson, Board of Commissioners

Fire District 27 Attorney

Date: _____

ATTEST/AUTHENTICATED:

City of Kirkland

APPROVED AS TO FORM:

City Manager, City of Kirkland

Kirkland City Attorney

Date: _____

ATTEST/AUTHENTICATED:

Kirkland City Clerk

Woodinville Fire and Life Safety


Chairperson, Board of Commissioners

:

Fire Chief

Date: Dec. 17, 2002

ATTEST/AUTHENTICATED:

East Consortium Policy Board Roles and Responsibilities

The East Consortium has delineated the roles and responsibilities of the proposed governing council, in the form of decisions and oversight functions that would be the responsibility of the Board, the shared responsibility of the lead agency, Redmond, and the Board, or the sole responsibility of the lead agency. This matrix is intended to be a guide to the development of an inter-local agreement between the East Consortium members.

ALS Policy Board Roles and Responsibilities Matrix	Lead Agency	Lead Agency with Board input	Board Responsibility
Budget			
Core ALS budget/funding allocation from EMS Levy (includes budget formulation and budget adoption)	X		
Additional Consortium budget for cost-sharing or ALS program enhancements (includes budget formulation and budget adoption)			X
Policies for expenditures & revenue sources		X	
Recommendation of financial commitments to elected bodies			X
Budget implementation	X		
Cost-sharing implementation			X
Cost-sharing enforcement	X		
Periodic Program Status Reports			
Budget Reports		X	
Operational Reports		X	
Performance Indicators		X	
Exception Reports		X	

ALS Policy Board Roles and Responsibilities Matrix

	Lead Agency	Lead Agency with Board input	Board Responsibility
Labor Contract			
Negotiations	X		
Administration		X	
Operating Policies and Procedures			
Establish mission, goals, guiding principles			X
Operating policies and procedures		X	
Implementation of policies and procedures	X		
Recommended unit growth			X
Vehicle replacement	X		
HR/Personnel Operations			
Hiring/termination of MSA		X	
Hiring of paramedics	X		
Development of selection process		X	
Adoption of process			X
Promotions	X		
Management of Consortium Process (including dispute resolution)			
Planning and Continuation of the Consortium			X
Contingency short and long-term planning			X
Emergency planning			X
Plan Adoption			X

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR MEDIC ONE SERVICES ADDING EASTSIDE FIRE & RESCUE AS A PARTY

THIS AMENDMENT (“Amendment”) amends the Interlocal Agreement for Medic One Services (“Agreement”) entered into between the City of Redmond, the City of Kirkland, King County Fire District 45 (Duvall Fire Department), King County Fire District 27 (Fall City Fire Department), and Woodinville Fire & Rescue, formerly known as Woodinville Fire & Life Safety District (“Original Participating Agencies”) to add Eastside Fire & Rescue as a party.

RECITALS

A. The Original Participating Agencies entered into the Agreement effective February 4, 2003. The Agreement governs the provision of Medic One services in Northeast King County.

B. Section II of the Agreement provides that “Any other fire protection district or fire department that may, at a future date, be serviced by Northeast King County Medic One may become a party to this Agreement.”

C. Eastside Fire & Rescue, a Washington nonprofit corporation, has recently contracted to provide fire services to Woodinville Fire & Rescue and all Woodinville Fire & Rescue employees have transferred to employment with Eastside Fire & Rescue. Eastside Fire & Rescue has asked to become a party to the Agreement.

D. The Original Participating Agencies have all agreed to admit Eastside Fire & Rescue as a party and Eastside Fire & Rescue has agreed to abide by all terms and conditions set forth in the Agreement. The parties have also agreed that Eastside Fire & Rescue will be substituted for Woodinville Fire & Rescue and that Woodinville Fire & Rescue will no longer be a party to the Agreement.

NOW, THEREFORE, the undersigned agencies agree as follows:

1. Eastside Fire & Rescue to be a Party. From and after the effective date of this Amendment, Eastside Fire & Rescue shall be and become a party to the Agreement replacing Woodinville Fire & Rescue (Formerly known as Woodinville Fire & Life Safety District) and Section II of the Agreement shall be amended to read as follows:

II. PARTIES

As of the date of the First Amendment to this Agreement, the parties to this Agreement are as follows:

- City of Kirkland
- City of Redmond
- King County Fire District 45 (Duvall Fire Department)
- King County Fire District 27 (Fall City Fire District)
- Eastside Fire & Rescue

Any other fire protection district or fire department that may, at a future date, be serviced by Northeast King County Medic One may become a party to this Agreement.

2. Eastside Fire & Rescue Agrees to be Bound by Agreement. By signing below, Eastside Fire & Rescue agrees to be bound by the terms and conditions set forth in the Agreement as a party thereto.

3. Other Provisions Not Affected. Except as expressly amended herein, all provisions of the Agreement remain unchanged and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts each of which is an original and all of which shall constitute a single agreement.

5. Recording. As provided in RCW 39.34.040, this Agreement shall be recorded with the King County Recorder's Office by the City of Redmond, acting as lead agency. This Agreement shall become effective upon such recording.

EXECUTED by the parties on the dates set forth below.

CITY OF REDMOND

Angela Birney, Mayor

Date: _____

CITY OF KIRKLAND

Kurt Triplett, City Manager

Date: _____

KING COUNTY FIRE DISTRICT 45
(DUVALL FIRE DEPARTMENT)

Chief Josh Erskine

Date: _____

KING COUNTY FIRE DISTRICT 27
(FALL CITY FIRE DEPARTMENT)

Chief Brian Culp

Date: _____

WOODINVILLE FIRE & RESCUE

Chief Jeff Clark

Date: _____

EASTSIDE FIRE & RESCUE

Chief Jeff Clark

Date: _____



Memorandum

Date: 1/17/2023

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

File No. CM 23-011

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	425-556-2201
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DEPARTMENT STAFF:

Fire	Jim Whitney	Battalion Chief EMS Division
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TITLE:

Extension and Amendment of Consulting Services Agreement for Internal MHP

OVERVIEW STATEMENT:

This is an extension and amendment to a current service agreement with inLife Clinic. This is a service that was established in 2019 then memorialized in 2022 and has proven to be beneficial to fire/EMS service personnel and their families. This will expand the services provided by internal Mental Health Professional that supports firefighter health and safety. This individual provides PEER Support Team training, critical incident debriefing for individuals and crews, resources guidance to fire department staff when needed, and mental health awareness training.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Fire Department Strategic Plan and King County EMS Strategic Plan
- **Required:**
Council approval is needed for contracts over \$50,000.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

This program benefits the city and employees by maintaining the mental health of workforce within the fire department

Date: 1/17/2023

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

File No. CM 23-011

Type: Committee Memo

as well as across other departments within the city when the need arises. It has been proven to be a beneficial in supporting employees navigate emotional impacts associated with critical incident debriefing, workplace tragedy, and individual needs. This individual provides education for our PEER Support Team members, critical incident stress debriefings, leads employee support response during tragic loss, and provides access to supportive resources during times of need.

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:

Up to \$100,000 annually in 2023/24

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

0000016

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, Fire District 34 Contract, and King County Medic One

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
------	---------	------------------

Date: 1/17/2023

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

File No. CM 23-011

Type: Committee Memo

N/A	Item has not been presented to Council	N/A
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Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/7/2023	Business Meeting	Approve

Time Constraints:

Budget Biennium 2023/24

ANTICIPATED RESULT IF NOT APPROVED:

Removal of this important program that has proven its benefit to many employees would negatively affect the health and safety of fire/EMS personnel as well as other employees throughout the city.

ATTACHMENTS:

Attachment A: 2022 Consulting Services Agreement

Attachment B: Extension and Amendment of Consulting Services Agreement with inLife Clinic for 2023/24



City Contract Routing Form

City Contract #: 9884

Section 1 – Attach Contract Documents



(multiple files can be uploaded)

Is an insurance certificate attached?

☐ Yes☒ No/Not applicable

Comments: _____

Section 2 – Fill Out Contract Details

Date: 03/04/2022 Department: Fire Division: ALS Mail Stop: FDADMProject Administrator Name: Dawn DeLoach Extension: 2244Project Manager Name (if different than above): Jim Whitney Extension: 2208Contract Type: Consulting Services If other, please indicate: _____Contract Title: Fire Department Wellness and Resiliency CoordinatorContractor/Consultant Business Name: inLife Clinic, LLCContract Description: Behavioral health medical professional to support wellness and resiliency educationProject ID #: _____ Budget/Account #: General FundCouncil Approval Date: 03/01/2022 Council Agenda Memo #: 22-021 RFP/IFB/RFP #: _____ NIGP #: _____☒ New ContractTotal Amount: \$50,000Start Date: Upon execution End Date: 12/31/2022Renewal Option (Y/N): Y If yes, how many? Two (2) additional one-year terms; maximum total term of three (3) years☐ Amendment/Renewal/Change Order #: _____ Original CC #: _____

New Start Date: _____ New End Date: _____

Current Contract Amount (including all previous amendments/change orders): _____

Amount of this Amendment/Change Order (proposed increase/decrease): _____

New/Cumulative Contract Amount: _____

Section 3 – Route Contract for Signatures and Approvals

☒ Department Director: DocuSigned by: Adrian Shuppard Date: 3/7/2022 Comments: _____
90153C128642411...
☒ TIS Director: DocuSigned by: [Signature] Date: 3/7/2022 Comments: _____
6A23C86F8F144A4...
☒ City Attorney: DocuSigned by: James E. Haney Date: 3/8/2022 Comments: _____
85394CE98894B5...
☒ Risk Manager: DocuSigned by: Charles Corder Date: 3/8/2022 Comments: _____
581CDD1AF085491...
☒ Mayor or Designee: DocuSigned by: Charles Corder (Mayor Designee) Date: 3/8/2022 Comments: _____
5D9FC872714C4E4...
☒ City Clerk's Office: DocuSigned by: Cheryl Xanthos Date: 3/9/2022 Comments: Electronic Original - in Hummingbird
E725E58818E4E1...
☒ Purchasing: no signature required – for copy only

Consulting Services Agreement

<p>PROJECT TITLE</p> <p>Fire Department Wellness and Resiliency Coordinator</p>	<p>EXHIBITS <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p> <p>Exhibit A: Scope of Work Exhibit B: Work Schedule Exhibit C: Payment Schedule & Billing Exhibit D: Info Privacy/Security Agreement Exhibit E: Authorized User Access Agreement Exhibit F: Insurance Addendum Exhibit G: Business Associate Addendum Exhibit H: Ride Along Waiver and Confidentiality Agreement Exhibit I: Option for Renewal</p>
<p>CONTRACTOR</p> <p>inLife Clinic, LLC</p>	<p>CITY OF REDMOND PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i></p> <p>Jim Whitney City of Redmond FSADMN PO Box 97010 Redmond, WA 98073-9710 425-556-2208 jwhitney@redmond.gov</p>
<p>CONTRACTOR'S CONTACT INFORMATION <i>(Name, address, phone #)</i></p> <p>inLife Clinic, LLC 16715 NE 79 ST Redmond, WA 98052 425-822-3252 info@inlifeclinic.com cc:phyllis@inlifeclinic.com</p>	<p>BUDGET OR FUNDING SOURCE</p> <p>General Fund</p>
<p>CONTRACT COMPLETION DATE</p> <p>December 31, 2022</p>	<p>MAXIMUM AMOUNT PAYABLE</p> <p>\$50,000</p>

page 2 – Consulting Services Agreement, City of Redmond and
inLife Clinic, LLC

THIS AGREEMENT is entered into on March 09, 2022 between the City of Redmond, Washington, hereinafter called "the CITY", and inLife Clinic, LLC, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

page 3 – Consulting Services Agreement, City of Redmond and
inLife Clinic, LLC

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. In performance of the CONSULTANT's obligations under this Agreement, the CITY or the CONSULTANT may receive access to intellectual property (including, but not limited to, knowhow and software) ("Intellectual Property") owned, controlled, or licensed by the other party or a third party ("Owner"). With respect to said Intellectual Property, the CITY and the CONSULTANT agree as follows:

A. Intellectual Property (including derivative works thereof, regardless of authorship) owned, controlled, or licensed by an Owner before commencement of the Scope of Work shall remain the property of the Owner;

B. Subject to subparagraphs A and D hereof, any Intellectual Property (other than derivative works of the CITY's Intellectual Property) developed in connection with this Agreement shall be owned by the CONSULTANT;

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C. Upon payment of all amounts due under this Agreement, the CONSULTANT shall be deemed to have granted the CITY a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Agreement), irrevocable, fully paid, royalty-free license as to the deliverables identified in the Scope of Work in source and object code form, including all intellectual property and other proprietary rights incorporated therein or embodied thereby. The CITY shall have the right to make, use, reproduce, disclose, modify, adapt, create derivative works based thereon, translate, distribute directly and indirectly, transmit, display, and perform publicly such work for its own internal, non-commercial uses;

D. Except as provided herein, neither party hereto may use, copy, publish, or disclose an Owner's Intellectual Property to others or authorize others to copy, publish, or disclose such Intellectual Property without the Owner's prior written approval; and

E. Nothing contained in this Paragraph shall affect or modify the CITY's obligation to disclose public records under Chapter 42.56 RCW or other applicable law. Provided, however, that the CONSULTANT may mark any documents furnished to the CITY under the following:

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

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9. Insurance. The CONSULTANT shall provide the following minimum insurance coverages:

A Worker's compensation and employer's liability insurance as required by the State of Washington;

B General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

C Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

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13. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon thirty (30) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Compliance and Governing Law. The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

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19. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. City Business License. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

DocuSigned by:
Phyllis Rogers
9E7FD8E66E0746F...
By: Phyllis Rogers
Title: Owner/Director of inLife Clinic

CITY OF REDMOND:

DocuSigned by:
Charles Corder (Mayor Designee)
5D9FC67271464E4...
Angela Birney, Mayor
DATED: 3/8/2022

ATTEST/AUTHENTICATED:

DocuSigned by:
Cheryl Xanthos
E725E589816E4E1...
City Clerk, City of Redmond

APPROVED AS TO FORM:

DocuSigned by:
James E. Haney
85394CE968994B5...
Office of the City Attorney

Exhibit A – Scope of Work

The CONSULTANT shall perform all services and provide all goods as identified below:

This consultant will provide oversight of the Fire Department's Peer Support Program, provide on-going educational activities in support of healthy personal and professional relationships, family support, and educate firefighters on how to avoid engaging in dysfunctional coping behaviors that may damage their careers.

The contract mental health professional would provide an average of 4 – 8 hours per week of on-site services which would include:

1. Train, manage and advise personnel assigned by the department as Peer Support Team Members;
2. Provide training, activities, education, and support to Redmond Fire Department employees and their families with the goal of maintaining positive healthy professional and personal relationships;
3. Conduct Critical Incident Stress Management debriefings with personnel involved in responding to traumatic events as public safety personnel.

Confidentiality: When an employee discusses issues or concerns with the contractor these conversations will be treated as confidential. Only in the extreme instance where there is a question as to the safety of the individual where in the opinion of the mental health professional that the individual is a threat to themselves or others will the Wellness & Resiliency Coordinator be required to report to the Chief of Police any information about the conversations. Under these circumstances Wellness & Resiliency Coordinator will provide the most limited information as feasible to address the immediate concern for the safety and well-being of the individual.

Reporting Relationship: This position will report directly to the Fire Chief, or designee, for the purposes of coordinating department activities and job functions related to this contract.

Qualifications: The contractor must be a Mental Health Counselor licensed with the State of Washington and hold a Master of Arts, or Science Degree in Counseling. Due to the nature of the work described above, it is important that the person be experienced in providing mental health counseling to public safety personnel, is familiar with the stress of responding to traumatic public safety calls for service and traumatic grief therapy. It is also desirable that the mental health counselor be experienced in providing related marriage and family therapy.

Exhibit B – Work Schedule

Work Schedule. The CONSULTANT/CONTRACTOR shall complete all project milestones as identified and scheduled below:

Milestone/Description of Task	Scheduled Completion Date
This work will begin upon the signing of the Consultant Agreement between the CITY and the CONSULTANT and will continue until December 31, 2022.	
Coordinate or conduct quarterly Peer Support Team education/training	Quarterly
Provide quarterly report to command staff regarding summary of wellness training, education, and department activities.	Quarterly
Conduct annual dept-wide wellness training.	Annually

Exhibit C – Payment Schedule

For the goods/services identified in the Scope of Work, the City shall pay CONTRACTOR:

COST: \$175.00 per hour. Estimated at an average of 4 – 8 hours per week.

Total cost per year not to exceed \$50,000. Consultant will provide the CITY with a monthly invoice for services provided. Invoice will detail date, time, length (hours), location and type of services provided.

Exhibit D – Information Privacy and Security Agreement

This Information Privacy and Security Agreement (“IPSA”) is entered into by and between the **City of Redmond** (“City”) and **inLife Clinic, LLC** (“Contractor”) as of the date last signed below (the “Effective Date”) and hereby amends the attached agreement between City and Contractor (the “Underlying Agreement”). This IPSA shall apply to the extent that the provision of services by Contractor pursuant to the Underlying Agreement, for example including but not limited to, professional services, SAAS, on-premises software, and remote desktop access, involves the processing of City Data, access to City systems, or access to City Data that is subject to privacy laws.

In consideration of the mutual promises in the Underlying Agreement, this IPSA and other good and valuable consideration, the parties agree as follows:

1. Definitions.

a. “Authorized Users” means Contractor's employees, agents, subcontractors and service providers who have a need to know or otherwise access City Data to enable Contractor to perform its obligations under the Underlying Agreement or the IPSA, and who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this IPSA.

b. “City Data” means any and all information that the City has disclosed to Contractor or that Contractor has created on behalf of the City pursuant to its obligations under the Underlying Agreement. For the purposes of this IPSA, City Data does not cease to be City Data solely because it is transferred or transmitted beyond the City’s immediate possession, custody, or control.

c. “Data Breach” means the unauthorized acquisition, access, use, or disclosure of City Data which compromises the security or privacy of the City Data or associated City software systems.

d. “Services” means all services, work, activities, deliverables, software or other obligations provided by Contractor pursuant to the Underlying Agreement.

2. Standard of Care.

a. Contractor acknowledges and agrees that, in the course of its engagement by City, Contractor may create, receive, or have access to City Data. Contractor shall comply with the terms and conditions set forth in this IPSA in its creation, collection, receipt, access to, transmission, storage, disposal, use, and disclosure of such City Data and be responsible for any unauthorized creation, collection, receipt, access to, transmission, storage, disposal, use, or disclosure of City Data under its control or in the possession of Authorized Users.

b. Contractor further acknowledges that use, storage, and access to City Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Contractor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of City Data. Contractor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.

3. User Access to City Data.

a. Contractor shall not access, use or disclose City Data in any manner that would constitute a violation of state or federal law, the terms of the Underlying Agreement, or the terms of this IPSA. Contractor may only provide access to Authorized Users who have a legitimate business need to access, use or disclose City Data in the performance of Contractor's duties to City.

b. If Contractor requires access to a City software system, then each Authorized User must have a unique sign-on identification and password for access to City Data on City systems. Authorized Users are prohibited from sharing their login credentials and may only receive such credentials upon execution of the Authorized User Access Agreement, attached hereto as Exhibit A. Contractor shall notify City within one (1) day of the departure of any Authorized User, so that City may terminate such Authorized User's access to City software systems.

4. Use of Subcontractors or Agents.

a. Contractor may disclose City Data to a subcontractor and may allow the subcontractor to create, receive, maintain, access, or transmit City Data on its behalf, provided that Contractor obtains satisfactory assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Contractor shall require each of its subcontractors that create, receive, maintain, access, or transmit City Data on behalf of Contractor to execute a written agreement obligating the subcontractor to comply with all terms of this IPSA and to agree to the same restrictions and conditions that apply to Contractor with respect to the City Data.

b. Contractor shall be responsible for all work performed on its behalf by its subcontractors and agents involving City Data as if the work was performed by Contractor. Contractor shall ensure that such work is performed in compliance with this IPSA, the Underlying Agreement and applicable law.

5. Use, Storage, or Access to, City Data.

a. Contractor shall only use, store, or access City Data in accordance with, and only to the extent permissible under this IPSA and the Underlying Agreement. Further, Contractor shall comply with all laws and regulations applicable to City Data (for example, in compliance with the Health Insurance Portability and Accountability Act ["HIPAA"] or the FBI Criminal Justice Information Services requirements). If Contractor has access to City protected health information, then Contractor must also execute the City's Business Associate Agreement.

b. Contractor may store City Data on servers housed in datacenters owned and operated by third parties, provided the third parties have executed confidentiality agreements with Contractor. Any transmission, transportation, or storage of City Data outside the United States is prohibited except with the prior written authorization of the City.

6. Privacy.

a. Contractor represents and warrants that in connection with the Services provided by Contractor:

i. All use of City Data by Contractor shall be strictly limited to the direct purpose of performing the Services, except to the extent that City expressly grants permission in writing for such additional uses.

ii. Collection of data which identifies individuals shall be limited to the minimum required by the Services.

iii. If the Services, in whole or part, involves access or delivery of information pertaining to the City via a public-facing web site, then Contractor represents and warrants that its current privacy policy is published online, and is accessible from the same web site as any web-hosted application that is a part of the Services. Contractor's privacy policy will provide end-users with a written explanation of the personal information collected about end- users, as well as available opt-in, opt-out, and other end-user privacy control capabilities.

iv. If Contractor creates technical system log information, aggregated technical usage or traffic data, and/or statistically measured technical usage or traffic data that contains or originated (in whole or part) from City Data, then Contractor's use of such data shall be strictly limited to the direct purpose of the Services and Contractor's technical security operations and systems maintenance. Contractor is prohibited from using such data that personally identifies an individual for secondary commercial purpose (including but not limited to marketing to such individuals, or disclosing data to third parties for reasons unrelated to the primary purpose for originally collecting the data), nor may Contractor solicit consent from the identified individual to do so unless the Underlying Agreement defines a means to do so that does not unduly burden individual privacy rights.

b. Contractor shall maintain the confidentiality of City Data. Confidential information shall not be deemed to include information which (a) is or becomes publicly known through no fault of Contractor; (b) is a publicly available document; or (c) disclosure of which is required by court order or legal requirement. If disclosure of City Data is required by court order or legal requirement the Contractor shall notify City, unless such notification is prohibited by court order or legal requirement. City may take such legally available measures as it chooses to limit or prevent disclosure of the City Data.

7. **Information Security.** This Section 7 applies to the extent that Contractor owns, supports, or is otherwise responsible for host(s), network(s), environment(s), or technology products (including hardware or software) which may contain City Data.

a. Contractor represents and warrants that the design and architecture of Contractor's systems (including but not limited to applications and infrastructure) shall be informed by the principle of defense-depth; controls at multiple layers designed to protect the confidentiality, integrity and availability of data.

b. Contractor shall make appropriate personnel vetting/background checks, have appropriate separation of duties, and undertake other such workflow controls over personnel activities as necessary to safeguard City Data.

c. Contractor shall implement appropriate procedures to monitor and deploy security patches and prevent unintended or unauthorized system configuration changes that could expose system vulnerability or lead to a Data Breach.

d. To the extent that the Services include software that was developed, in whole or part, by Contractor, then Contractor shall ensure that all such Services were developed within a software development life cycle (SDLC) process that includes security and quality assurance roles and control process intended to eliminate existing and potential security vulnerabilities.

e. Contractor shall have appropriate technical perimeter hardening. Contractor shall monitor its system and perimeter configurations and network traffic for vulnerabilities, indicators of activities by threat actors, and/or the presence of malicious code.

f. Contractor shall have access, authorization, and authentication technology appropriate for protecting City Data from unauthorized access or modification, and capable of accounting for access to City Data. The overall access control model of Contractor systems shall follow the principal of least privileges.

g. Contractor shall collaborate with City to safeguard electronic City Data with encryption controls over such City Data both stored and in transit. Contractor shall discontinue use of encryption methods and communication protocols which become obsolete or have become compromised. All transmissions of City Data by Contractor shall be performed using a secure transfer method.

h. Contractor shall maintain a process for backup and restoration of data with a business continuity and disaster recovery plan.

i. Contractor facilities will have adequate physical protections, commensurate with leading industry practice to secure business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.

j. Contractor shall, at its own expense, conduct an information security and privacy risk assessment, no less than annually, in order to demonstrate, substantiate, and assure that the security and privacy standards and practices of Contractor meet or exceed the requirements set out in this IPSA. Upon written request, Contractor shall furnish City with an executive summary of the findings of the most recent risk assessment. In lieu of providing an executive summary, Contractor may provide evidence of privacy and security certification from an independent third party.

i. City reserves the right to conduct or commission additional tests, relevant to the Services, in order to supplement Contractor's assessment. Contractor shall cooperate with such effort.

ii. If the findings of the risk assessment identify either: a potentially significant risk exposure to City Data, or other issue indicating that security and privacy standards and practices of Contractor do not meet the requirements set out in this IPSA, then Contractor shall notify City to communicate the issues, nature of the risks, and the corrective active plan.

8. Data Breach Procedures and Liability.

a. Contractor shall maintain a data breach plan in accordance with the criteria set forth in Contractor's privacy and security policy and shall implement the procedures required under such data breach plan on the occurrence of a Data Breach, in compliance with the requirements of Washington's

data breach notification law codified at RCW 42.56.590. Contractor shall report, either orally or in writing, to City any Data Breach involving City Data including any reasonable belief that an unauthorized individual has accessed City Data. The report shall identify the nature of the event, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of Contractor. Contractor shall make the report to the City immediately upon discovery of the Data Breach, but in no event more than forty-eight (48) hours after discovery of the Data Breach. Contractor shall provide investigation updates to the City. If such Data Breach contains protected health information, as defined by HIPAA, Contractor shall comply with the breach requirements contained in the Business Associate Agreement.

b. Notwithstanding any other provision of the Underlying Agreement, and in addition to any other remedies available to the City under law or equity, Contractor shall promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any Data Breach. Contractor's duty to reimburse the City includes but is not limited to, reimbursing to the City its cost incurred in doing the following:

i. Notification to third parties whose information may have been or were compromised and to regulatory bodies, law-enforcement agencies or other entities as may be required by law or contract;

ii. Establishing and monitoring call center(s) and credit monitoring and/or identity restoration services to assist each person impacted by a Data Breach of a nature that, in City's sole discretion, could lead to identity theft; and

iii. Payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed upon the City by a regulatory agency, court of law, or contracting partner as a result of the Data Breach.

c. Upon a Data Breach, Contractor is not permitted to notify affected individuals without the express written consent of City. Unless Contractor is required by law to provide notification to third parties or the affected individuals in a particular manner, City shall control the time, place, and manner of such notification.

9. **No Surreptitious Code.** Contractor warrants that, to the best of its knowledge, its system is free of and does not contain any code or mechanism that collects personal information or asserts control of the City's system without City's consent, or which may restrict City's access to or use of City Data. Contractor further warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to City Data, or which may restrict City's access to or use of City Data.

10. **Public Records Act.** Contractor recognizes that City is a municipal entity subject to the Public Records Act, Chapter 42.56 RCW, and that City is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this IPSA is intended to prevent City's compliance with the Public Records Act, and City shall not be liable to Contractor due to City's compliance with any law or court order requiring the release of public records.

11. **City Control and Responsibility.** City retains all ownership, title, and rights to the City Data. City has and will retain sole responsibility for: (a) all City Data; and (b) City's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by City or through the use of third-party services.

12. **Term and Termination.**

a. **Term.** The term of this IPSA is the same as the term in the Underlying Agreement.

b. **Termination.** In addition to the termination rights in the Underlying Agreement, City may terminate this IPSA and the Underlying Agreement as follows:

i. In the event of a material breach of this IPSA by the Contractor, provided that City first sends the Contractor written notice describing the breach with reasonable specificity, including any steps that must be taken to cure the breach. If Contractor fails to cure the breach to the reasonable satisfaction of City within thirty (30) days after receipt of the written notice, this IPSA and the Underlying Agreement may be terminated at the end of the 30-day period; provided, that if a cure cannot be completed within the thirty (30) day period, the cure period shall be extended so long as Contractor shall initiate the cure within the thirty (30) day period and thereafter diligently pursue it to completion, and provided further, that the cure period shall not be extended more than ninety (90) days after receipt of the notice of the breach; or

ii. Immediately upon a Data Breach by Contractor or Contractor's Authorized Users.

c. **Effect of Expiration or Termination.**

i. If City terminates the Underlying Agreement or this IPSA due to a material breach or Data Breach described in Section 12.b above, City shall not be obligated to pay any early termination fees or penalties.

ii. Within thirty (30) days following the expiration or termination of the Underlying Agreement, Contractor shall return to City all City Data in a format and structure acceptable to City and shall retain no copies of such City Data, unless City requires destruction of the City Data. As applicable, Contractor shall comply with any transition service requirements described in the Underlying Agreement.

iii. Contractor is permitted to retain City Data in its backups, archives and disaster recovery systems until such City Data is deleted in the ordinary course of Contractor's data deletion practices; and all City Data will remain subject to all confidentiality, security and other applicable requirements of this IPSA and as otherwise required by law.

13. **Insurance.** In addition to the insurance requirements of the Underlying Agreement, Contractor will maintain at its sole cost and expense at least the following insurance covering its obligations under this IPSA.

a. **Cyber Liability Insurance:** With coverage of not less than Two Million Dollars (\$2,000,000) in the aggregate which shall include at a minimum coverage for (i) unauthorized access, which may take the form of a "hacker attack" or a "virus" introduced by a third party or cyber extortion; (ii) crisis management, response costs and associated expenses (e.g. legal and public relations expenses); (iii) breach of the City Data; and (iv) loss of data or denial of service incidents.

b. If Contractor's Services include professional services, then Contractor shall maintain Professional Liability or Errors and Omissions Coverage of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.

c. Contractor's insurance shall be primary to any other insurance or self- insurance programs maintained by City. Contractor shall provide to City upon execution a certificate of insurance and blanket additional insured endorsement (if applicable for the Cyber Liability Insurance). Receipt by City of any certificate showing less coverage than required is not a waiver of Contractor's obligations to fulfill the requirements.

d. Upon receipt of notice from its insurer(s), Contractor shall provide City with thirty (30) days prior written notice of any cancellation of any insurance policy, required pursuant to this Section 13. Contractor shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 13. Failure to provide the insurance cancellation notice and to furnish to City replacement insurance policies meeting the requirements of this Section 13 shall be considered a material breach of this IPSA.

e. Contractor's maintenance of insurance as required by this Section 13 shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Contractor's maintenance of insurance policies required by this IPSA shall not be construed to excuse unfaithful performance by Contractor.

14. **Cumulative Rights and Remedies.** All City rights and remedies set out in this IPSA are in addition to, and not instead of, other remedies set out in the Underlying Agreement, irrespective of whether the Underlying Agreement specifies a waiver, limitation on damages or liability, or exclusion of remedies. The terms of this IPSA and the resulting obligations and liabilities imposed on Contractor shall supersede any provision in the Underlying Agreement purporting to limit Contractor's liability or disclaim any liability for damages arising out of Contractor's breach of this IPSA.

15. **Indemnification.** Contractor shall indemnify, defend and hold harmless City and City's officers, directors, employees, volunteers and agents (each, a "City Indemnitee") from and against any and all third party loss, cost, expense, claims, suit, cause of action, proceeding, damages or liability incurred by such City Indemnitee arising out of or relating to (i) a breach of this IPSA by Contractor; (ii) a violation by Contractor of any information security and privacy statute or regulations; or (iii) any Data Breach by Contractor.

16. **Miscellaneous.**

a. **Order of Precedence.** This IPSA shall survive the expiration or earlier termination of the Underlying Agreement. In the event the provisions of this IPSA conflict with any provision of the Underlying Agreement, or Contractor's warranties, support contract, or service level agreement, the provisions of this IPSA shall prevail.

b. **Entire Agreement.** This IPSA, including its exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this IPSA and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

c. No Third-Party Beneficiaries. This IPSA is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IPSA.

d. Notices. All notices required to be given by either party to the other under this IPSA shall be given to the Technology and Information Systems Service Desk at the following email address: ISAdministration@redmond.gov, or phone number: 425-556-2929. All other notices shall be governed by the requirements of the Underlying Agreement.

e. Amendment and Modification; Waiver. No amendment to or modification of this IPSA is effective unless it is in writing, identified as an amendment to or modification of this IPSA and signed by an authorized representative of each party. The waiver of any breach of any provision of this IPSA will be effective only if in writing. No such waiver will operate or be construed as a waiver of any subsequent breach.

f. Severability. If a provision of this IPSA is held invalid under any applicable law, such invalidity will not affect any other provision of this IPSA that can be given effect without the invalid provision. Further, all terms and conditions of this IPSA will be deemed enforceable to the fullest extent permissible under applicable law and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

g. Governing Law; Submission to Jurisdiction. This IPSA is governed exclusively by the laws of the State of Washington, excluding its conflicts of law rules. Exclusive venue for any action hereunder will lie in the state and federal courts located in Seattle, King County, Washington and both parties hereby submit to the jurisdiction of such courts.

h. Counterparts. This IPSA may be executed in counterparts and by facsimile or electronic pdf, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this IPSA delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this IPSA.

[Signature Page to Follow]

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

Contractor

City of Redmond

DocuSigned by:
Phyllis Rogers
9E7FD8E00E9743F...

DocuSigned by:
Charles Corder (Mayor Designee)
5D9FC67271484E4...

Name: Phyllis Rogers
Title: Owner/Director of inLife Clinic
Date: 3/6/2022

Name: Charles Corder (Mayor Designee)
Title: Finance Director
Date: 3/8/2022

Exhibit E – Authorized User Access Agreement

Name of Individual: Brooke N. Lundquist Name of Contractor: inLife Clinic, LLC

I understand and agree that I am being provided electronic access to a system containing confidential and or proprietary data (the “City Data”) owned and operated by the City of Redmond (“City”) due to my employment by or contractual relationship with inLife Clinic, LLC (“Contractor”).

I agree that I may use the City Data for the sole purpose of Contractor’s obligations to City and in a manner that complies with City’s Information Technology Usage Policy. I understand that under no circumstances shall I attempt to impermissibly access, download, read, alter, use or disclose any City Data.

In the event I inadvertently access City Data not related to Contractor’s obligations to City, I agree that I will not use, copy, alter or disclose such data and will immediately delete all such data from my records and notify City.

I understand that my user identification, password and profile (collectively, “Authorized User ID”) will allow me to access the City Data. I acknowledge that I will keep my Authorized User ID confidential and will not divulge such information to any other individual or entity. I agree to take appropriate measures to protect the privacy of any City Data and to comply with Contractor’s privacy and security policies and procedures. I agree that if I suspect that my Authorized User ID has been obtained by another individual, I will immediately inform City so that appropriate action may be taken.

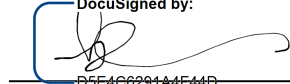
I understand that my access to City Data may be monitored. I understand that all actions used in connection with the City Data may be saved, searched and audited for compliance. I understand that I do not have any personal privacy rights related to my access of the City Data. I further understand that the City has the right to revoke my access at any time.

I agree that I will not use City Data for any other purpose, including personal use, solicitation for outside business ventures, or clinical or research studies. I understand that unauthorized use or disclosure of certain types of City Data may subject me to civil liability under state and/or federal law, and that improper use or disclosure may constitute a crime.

I understand that should I violate any provision of this Authorized User Access Agreement, City will discontinue my access to the City Data and may terminate access of Contractor.

I acknowledge that I have read, understand and agree with the conditions above. Further, I agree to immediately notify City at redmondfire@redmond.gov of any conflict with or violation of the above conditions.

DocuSigned by:



Authorized User Signature

3/7/2022

Date

Exhibit F – Insurance Addendum

THIS ADDENDUM modifies the provisions of the (check one): ☐ General Services Agreement,
☒ Non-Public Work Consultant Agreement, ☐ Instructional Services Agreement,
☐ Social/Community Services, ☐ Short Term Facility Agreement, ☐ Fixed Asset Loan Agreement
☐ Three Party Consultant Agreement (hereinafter "the Agreement") or ☐ Public Work
 Consultant Agreement entered into between the parties on _____.

THE UNDERSIGNED PARTIES agree to modify paragraph 8 (if a General Services Agreement), 9 (if Non-Public Work Consultant Agreement), 7 (if Instructional Services Agreement), 6 (if Social/Community Services Agreement), 9 (if Short Term Facility Agreement), 5 (if Fixed Asset Loan Agreement), 10 (if a Three Party Consultant Agreement) or 8 (if Public Work Consultant Agreement) as follows (check all applicable items):

- ☐ The general public liability and property damage insurance limit is increased/reduced to \$ _____ (insert amount).
- ☐ The professional liability insurance amount is increased/reduced to \$ _____ (insert amount). This item relates to Consultant and Three Party Consultant Agreements only.
- ☐ The professional liability insurance requirement is eliminated. This item relates to Consultant and Three Party Consultant Agreements only.
- ☐ The insurance provisions are otherwise modified as follows:

Except as expressly modified above, all insurance-related terms and conditions of the Agreement will remain unchanged and in full force and effect. The City has made no recommendation to the contractor/consultant as to the insurance necessary to protect the contractor/consultant's interests and any decision by the contractor/consultant to carry or not carry insurance amounts or coverage in excess of the above is solely that of the contractor/consultant.

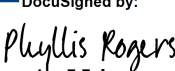
DATED 03/09/2022

CITY OF REDMOND


DocuSigned by:

 5D9FC072714C4E4...
MAYOR ANGELA BIRNEY

CONTRACTOR/CONSULTANT

DocuSigned by:

 4974B31748F...
 By: Phyllis Rogers
 Title: Owner/Director of inLife Clinic

ATTEST / AUTHENTICATED:

DocuSigned by:

 E725E369810E4E1...
CITY CLERK, CITY OF REDMOND

APPROVED AS TO FORM:

DocuSigned by:

 85394CE988994B5...
OFFICE OF THE CITY ATTORNEY

APPROVED:

DocuSigned by:

 581CDD1AF985491...
RISK MANAGER, CITY OF REDMOND

Exhibit G – Business Associate Agreement

This Business Associate Agreement (“Agreement”) is entered into by and between the City of Redmond (“Covered Entity”) and inLife Clinic, LLC, (“Contractor”), effective as of the 09 day of March, 2022 (“Effective Date”).

RECITALS

WHEREAS, the parties contemplate one (1) or more arrangements (collectively, the “Arrangement”) whereby Business Associate provides services to Covered Entity, and Business Associate creates, receives, maintains, transmits, or has access to Protected Health Information in order to provide those services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and regulations promulgated thereunder, including the Standards for Privacy and for Security of Individually Identifiable Health Information codified at 45 Code of Federal Regulations (“CFR”) Parts 160, 162, and 164 (“Privacy Regulations” and “Security Regulations”);

WHEREAS, the Privacy Regulations and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those regulations prohibit the Disclosure or Use of Protected Health Information by or to Business Associate if such a contract is not in place;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

1.1 Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning assigned to such terms in HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) and as set forth in 45 CFR Parts 160, 162 and 164.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of PHI. Except as otherwise limited in this Agreement, Business Associate may use and disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the written documents describing the arrangement entered into by the parties, provided that such use or disclosure of PHI would not violate the Privacy Regulations or Security Regulations if done by Covered Entity. Business Associate further agrees not to use or disclose PHI other than as permitted or required by this Agreement, or as required by law.

2.2 Adequate Safeguards for PHI. Business Associate shall implement and maintain appropriate safeguards to prevent the use or disclosure of PHI in any manner other than as permitted by this Agreement or as required by law.

2.3 Adequate Safeguards for EPHI. Business Associate shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall comply with the Security Regulations, where applicable, with respect to EPHI to prevent the use or disclosure of EPHI other than as permitted by this Agreement. Such compliance shall include but not be limited to, creation and maintenance of security policies and procedures pursuant to 45 CFR 164.316 and an ongoing risk assessment conducted in accordance with 45 CFR 164.308.

2.4 Reporting Non-Permitted Use, Disclosure, or Breach.

(a) Business Associate shall immediately in writing notify Covered Entity of any use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware.

(b) Business Associate shall report to Covered Entity any Security Incident of which it becomes aware as follows: (a) reports of successful unauthorized access shall be made immediately; and (b) reports of attempted unauthorized access shall be made in a reasonable time and manner considering the nature of the information to be reported.

(c) Business Associate shall report to Covered Entity a Breach or potential Breach of Unsecured PHI without unreasonable delay, but not later than five (5) days, following Business Associate's discovery of such Breach or potential Breach, where such report will include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been breached, additional information that Covered Entity is required to include in a Breach notification pursuant to 45 CFR 164.404(c), and other information as requested by Covered Entity. Business Associate agrees to not notify patients, the media, or HHS of a Breach unless requested to do so by Covered Entity or unless otherwise required by law. For purposes of the foregoing obligation, "Breach" shall mean the acquisition, access, Use, or Disclosure of PHI in a manner not permitted under the HIPAA Privacy Regulations which compromises the security or privacy of such information, as further defined in 45 CFR 164.402. Business Associate shall supplement its report(s) if the above information is not available at the time of the initial report, and Business Associate shall otherwise cooperate with Covered Entity's requests for information as may be necessary for Covered Entity to evaluate the scope of the incident and related compliance issues. Business Associate must notify Covered Entity of the Breach or potential Breach regardless of whether Business Associate has conducted a risk assessment, or the results of the risk assessment, described in 45 CFR 164.404.

2.5 Notice. All reporting pursuant to this Agreement shall be to the City of Redmond at the following e-mail address: redmondfire@redmond.gov.

2.6 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the use

and disclosure of PHI by Business Associate on behalf of Covered Entity available to the Secretary of the federal Department of Health and Human Services ("HHS") for purposes of determining Covered Entity's compliance with the Privacy Regulations and Security Regulations. Business Associate shall immediately in writing notify Covered Entity of any requests made by HHS and provide Covered Entity with copies of any documents produced in response to such request.

2.7 Access to and Amendment of PHI. In the event that Covered Entity's PHI in the Business Associate's possession constitutes a Designated Record Set, Business Associate shall within five (5) days of receiving a request from Covered Entity for access to PHI about an Individual contained in a Designated Record Set, Business Associate shall: (a) make the PHI specified by Covered Entity available to Covered Entity to access and copy that PHI, and (b) make PHI available to Covered Entity for the purpose of amendment and incorporating such amendments into the PHI. Covered Entity is responsible for responding to Individuals' request for access to PHI and, in the event Business Associate receives such requests directly from Individuals, Business Associate shall notify Covered Entity of the request promptly, but in no event longer than five (5) business days, for Covered Entity to respond to the Individuals. Business Associate shall have a process in place for requests and amendments from Covered Entity.

2.8 Accounting of Disclosures.

(a) In accordance with 45 CFR 164.528, and Section 13405(c) of Title XII, Subtitle D of the HITECH Act, codified at 42 U.S.C. § 17932, Business Associate agrees to: (a) document Disclosures of PHI and information related to such Disclosures; (b) provide such documentation to Covered Entity in a time and manner designated by Covered Entity; and (c) permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of PHI. Within ten (10) days of Business Associate receiving a request from Covered Entity, Business Associate shall provide to Covered Entity an accounting, as described in 45 CFR 164.528, of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors. Covered Entity is responsible for responding to Individuals' request for an accounting and, in the event Business Associate receives such requests directly from Individuals, Business Associate shall notify Covered Entity of the request promptly, but in no event longer than five (5) business days, for Covered Entity to respond to the Individuals.

(b) Any accounting provided by Business Associate under this Section 2.8 shall include: (i) the date of Disclosure; (ii) the name, and address, if known, of the entity or person who received the PHI; (iii) a brief description of Disclosed PHI; and (iv) a brief statement of the purpose of Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (i) through (iv), above, and shall securely retain this documentation for six (6) years from the date of Disclosure.

2.9 Use of Subcontractors and Agents.

(a) Business Associate may Disclose PHI to a subcontractor, and may allow the subcontractor to create, receive, maintain, access or transmit PHI on its behalf, provided that

Business Associate obtains satisfactory assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Business Associate shall require each of its subcontractors that create, receive, maintain, access or transmit PHI on behalf of Business Associate to execute a written agreement obligating the subcontractor to comply with all terms of this Agreement and to agree to the same restrictions and conditions that apply to Business Associate with respect to the PHI. Upon request from Covered Entity, Business Associate shall provide a list of subcontractors that it has Disclosed PHI to and the nature of the Disclosed PHI.

(b) Business Associate shall terminate its agreement with any subcontractor if Business Associate knows of or discover a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's HIPAA obligation under the written agreement with Covered Entity Business Associate shall immediately notify Covered Entity of the termination of the subcontractor agreement if such termination resulted from a material breach or violation of the subcontractor's HIPAA obligations.

(c) Business Associate shall require the subcontractor assent in writing to the jurisdiction and laws of the United States, regardless of whether the subcontractor is a foreign entity, is performing services outside the United States, or is not otherwise subject to the jurisdiction of the United States. Business Associate hereby agrees not to transmit or store any PHI outside of the United States.

2.10 Agreement to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement, and to promptly communicate to Covered Entity any actions taken pursuant to this Section 2.10.

2.11 Business Associate Practices, Policies and Procedures. Business Associate represents and warrants that Business Associate's privacy and security policies and practices shall meet current standards set by applicable state and federal law for the protection of PHI including, without limitation, user authentication, data encryption, monitoring and recording of database access, internal privacy standards and a compliance plan, all designed to provide assurances that the requirements of this Agreement are met. Upon reasonable notice, Business Associate shall make its facilities, systems, books and records available to Covered Entity to monitor Business Associate's compliance with this Agreement.

2.12 Compliance with Covered Entity Obligations. To the extent Business Associate carries out Covered Entity's obligations under the Privacy Regulations and Security Regulations, Business Associate shall comply with the requirements of such regulations that apply to Covered Entity in the performance of such obligations.

2.13 HITECH Act Compliance. Business Associate will comply with the requirements of the HITECH Act, codified at 42 U.S.C. §§ 17921–17954, which are applicable to business associates, and will comply with all regulations issued by HHS to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations.

2.14 **Minimum Necessary.** Business Associate shall Use or Disclose only the minimum necessary amount of PHI to accomplish the intended purpose of such Use or Disclosure.

III. OBLIGATIONS OF COVERED ENTITY

3.1 Covered Entity shall, upon request, provide Business Associate with its current notice of privacy practices adopted in accordance with the Privacy Regulations.

3.2 Covered Entity shall inform Business Associate of any revocations, amendments or restrictions in the Use or Disclosure of PHI if such changes affect Business Associate's permitted or required Uses and Disclosures of PHI hereunder.

IV. ADDITIONAL PERMITTED USES

4.1 Except as otherwise limited in this Agreement or the Arrangement, Business Associate may Use and Disclose PHI as set forth below:

(a) Use of Information for Management, Administration and Legal Responsibilities.
Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(b) Disclosure of Information for Management, Administration and Legal Responsibilities.
Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if the Disclosure is Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose of which it was Disclosed, and the person notifies Business Associate of any instances of which it is aware where confidentiality of the information has been breached.

V. TERM AND TERMINATION

5.1 Term and Termination. This Agreement shall commence as of the Effective Date and shall continue in effect unless and until terminated by Covered Entity under this Section 5.1. Covered Entity may terminate this Agreement, without cause or penalty, on five (5) days' prior written notice to Business Associate. In addition, this Agreement may be terminated by Covered Entity immediately and without penalty upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of this Agreement. Business Associate's obligations under Sections 2.4, 2.5, 2.7, 2.8, 2.9, 2.9(b), 2.10, 5.2, 6.3, 6.5, 6.6 and 6.10 of this Agreement shall survive the termination of this Agreement.¹

5.2 Disposition of PHI upon Termination. Upon termination of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI maintained in any form by Business Associate or its agents and subcontractors, and shall retain no copies of such PHI unless directed

to do so by Covered Entity. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that Business Associate: (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

VI. GENERAL TERMS

6.1 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

6.2 Relationship to Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of any other agreement between the parties, the provisions of this Agreement shall control.

6.3 Indemnification. Business Associate will indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses (including attorneys' fees) incurred as a result or arising directly or indirectly out of, or in connection with (a) any misrepresentation, breach, or non-fulfillment of any undertaking on the part of Business Associate under this Agreement; (b) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization, arising out of or in any way connected with Business Associate's obligations under this Agreement; and (c) a breach of unsecured PHI caused by Business Associate or its subcontractors or agents. Without limiting the generality of the foregoing, Business Associate agrees to reimburse Covered Entity for any and all costs and expenses incurred as a result or arising directly or indirectly out of Covered Entity's compliance with the HIPAA breach notification requirements set forth at 42 U.S.C. § 17932 and 45 CFR 164.40 *et seq.* as a result of a Breach by Business Associate, including but not limited to all costs associated with Covered Entity's obligation to notify affected Individuals, the government, and the media of a Breach and any costs for credit monitoring, as applicable or establishing a toll-free number. Any limitation of liability set forth in written agreements pertaining to the Arrangement shall not apply to this Agreement.

6.4 Insurance. Business Associate shall obtain and maintain during the term of this Agreement, and at any time in which it retains PHI, liability insurance covering common law claims, breach notification expenses, data theft, and coverage related to the violation of state or federal information privacy and security laws or regulations. The policy limits for such coverage shall not be less than \$1,000,000 per claim, and \$3,000,000 in the annual aggregate. Such insurance shall name Covered Entity as an additional named insured. A copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity upon written request. Business Associate shall provide Covered Entity with written notice of any policy cancellation within two (2) business days of the receipt of such notice. Failure of Business Associate to maintain the insurance as required shall constitute a material breach of this Agreement, upon which Covered Entity may, after giving five (5) business days notice to Business Associate to correct such breach, immediately terminate this Agreement. Business Associate's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Business Associate to the coverage provided by such insurance, or otherwise limit Covered Entity's recourse to any remedy available at law or in equity.

6.5 Data Ownership. Business Associate acknowledges and agrees that Covered Entity owns all rights, interests, and title in and to its data, including all PHI and any de-identified data, and title shall remain vested in Covered Entity at all times. Accordingly, Business Associate hereby acknowledges and agrees that it does not have the right to engage in the sale of PHI. Business Associate shall not de-identify PHI or Use or Disclose any such de-identified information unless otherwise permitted in writing by Covered Entity.

6.6 Governing Law; Venue and Jurisdiction; Attorneys' Fees. This Agreement shall in all respects be interpreted, enforced and governed by the laws of Washington State. Venue for any action or proceeding shall be in King County, Washington. In the event of any litigation or arbitration relating to or arising out of this Agreement, the substantially prevailing party or parties shall be entitled to its cost of litigation or arbitration, and reasonable attorneys' fees, including any attorneys' fees and costs incurred in bankruptcy or insolvency proceedings or on any appeal.

6.7 Legal Compliance. The parties hereto shall comply with applicable laws and regulations governing their relationship, including, without limitation, the Privacy Regulations, the Security Regulations, and any other federal or state laws or regulations governing the privacy, confidentiality, or security of patient health information, including without limitation, the Washington Uniform Healthcare Information Act, RCW Ch. 70.02. Business Associate shall comply with applicable state and federal statutes and regulations as of the date by which business associates are required to comply with applicable statutes and regulations. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations, the Security Regulations, the HITECH Act, RCW ch. 70.02 and other federal or state laws or regulations governing the privacy, confidentiality, or security of patient health information or PHI.

6.8 Amendment. Upon request by Covered Entity, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the Privacy Regulations, Security Regulations, or other applicable laws. Covered Entity may terminate this Agreement upon thirty (30) days written notice to Business Associate in the event: (a) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section, or (b) Business Associate does not enter into an amendment of this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of the Privacy Regulations, Security Regulations, or other applicable laws.

6.9 Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

6.10 Public Records Act. The parties acknowledge that the confidentiality provisions of the HIPAA Privacy Regulations constitute an "other statute which exempts or prohibits disclosure" under the Washington State Public Records Act (see RCW 42.56.070(1); *see also Hangartner v. Seattle*, 151 Wn.2d 439, 453 (2004)), and that the confidentiality provisions under the Privacy Regulations and this Agreement shall control. Furthermore, Business Associate shall not release any de-identified health information without first notifying and conferring with Covered Entity.

6.11 No Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.

6.12 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements relating to the same subject matter, including, but not limited to other business associate agreements or agreements related to patient data and the access, use, privacy, security and confidentiality of patient data. In the event of conflict between any written or oral provision of the Arrangement and any provision of this Agreement, the applicable provisions of this Agreement shall control with respect to patient data and the access, use, privacy, security and confidentiality of patient data.

6.13 Independent Contractor. Business Associate and Covered Entity are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. No acts performed, or words spoken by either party with respect to any third party, shall be binding upon the other. Any and all obligations incurred by either party in connection with the performance of any of its obligations hereunder shall be solely at that party's own risk. Each party agrees that it shall not represent itself as the agent or legal representative of the other for any purpose whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

Business Associate:

DocuSigned by:
By: Phyllis Rogers
9E7FD8E05E9745F...

Print Name: Phyllis Rogers

Title: Owner/Director of inLife Clinic

Dated: 3/6/2022

City of Redmond:

DocuSigned by:
By: Charles Corder (Mayor Designee)
5D9FC672714C4E4...

Print Name: Charles Corder (Mayor Designee)

Title: Finance Director

Dated: 3/8/2022

Exhibit H – Redmond Fire Department Ride Along Waiver and Confidentiality Agreement

Name: Brooke Lundquist Age: 41 Date of Birth: 02/06/1981
 Address: 11014 33rd St SE, Lake Stevens 98258 Phone: 425-327-2859

I hereby request the privilege, for my personal benefit, of accompanying members of the Redmond Fire Department while on general duty which will include my being in and about city-owned fire/emergency medical vehicles and facilities and riding in a fire department vehicle while the same is being used by Redmond Fire Department personnel during the course of fire and emergency medical duties.

I fully understand that during the time I am accompanying any Redmond Fire Department employee, I may be exposed, at my own risk, to a wide variety of dangerous circumstances and situations which include, but are not limited to, emergency response, medical aid incidents, and fire situations.

I hereby waive any and all actions, claims, and demands against the City of Redmond, its officers, agents, and employees, for all personal injuries, illness, property damage, or losses of any nature which may result from any such activity, including all those which may arise out of the negligence of any firefighter or any other employee or agent of the City of Redmond, and do further release the City of Redmond, its officers, agents, employees, assigns, and subrogates in the event of any loss, damage, or claims arising from the subject activity.

This agreement is made in consideration of my being allowed to accompany Redmond Fire Department personnel in the performance of their duties. I understand and agree that I will obey and follow any and all directions of any firefighter and, in particular, the person to whom I am assigned during the time that I am accompanying the Redmond Fire Department.

While observing with the Redmond Fire Department program, or at transport destination facilities, I understand that all patient care information is strictly confidential. Patient personal and medical information as well as information documented on the Medical Incident Report Form are to be held in strict confidentiality and cannot be discussed without the expressed or direct consent of the patient. Any unauthorized disclosure of such information could render the Redmond Fire Department, as well as me, liable for damages on grounds of defamation or invasion of the right to privacy.

Understand that patient care is our first and foremost priority. If the scene of the incident or the facility you are observing in becomes busy, or a patient becomes critical, you might be asked to leave until things calm down.



<p>MHP Provider:</p> <p>inLife Clinic, LLC 16715 NE 79 ST Redmond, WA 98052</p> <p>Signature:  <small>DocuSigned by: D5E4C6291A4F44D...</small></p> <p>Print Name: <u>Brooke Lundquist</u></p> <p>Date: <u>3/7/2022</u></p>	<p>City of Redmond</p> <p>By:  <small>DocuSigned by: 5D9FC072714C4E4...</small></p> <p>Print Name: <u>Charles Corder (Mayor Designee)</u></p> <p>Title: <u>Finance Director</u></p> <p>Date: <u>3/8/2022</u></p>
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Exhibit I – Option for Renewal

The City reserves the right to renew this contract for two (2) additional one-year renewal terms, for a potential maximum total term of three (3) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.



EXTENSION AND AMENDMENT OF CONSULTING SERVICES AGREEMENT

THIS EXTENSION AND AMENDMENT extends and amends the Consulting Services Agreement entered into between the City of Redmond, Washington, hereinafter referred to as the “City” and InLife Clinic, LLC, hereinafter referred to as the “Consultant.”

WHEREAS, the City and the Consultant entered into the Consulting Services Agreement on _____, 2021; and

WHEREAS, the Consulting Services Agreement provides for a term which expires on December 31, 2022; and

WHEREAS, the City and the Consultant wish to extend the Consulting Services Agreement for two (2) years commencing January 1, 2023 and to amend certain provisions of the Consulting Services Agreement as agreed to by the City and the Consultant.

NOW, THEREFORE, in consideration of and subject to the terms and conditions set forth herein, the City and the Consultant agree as follows:

Section 1. Extension. The City and the Consultant hereby agree that the Consulting Services Agreement is extended for a two (2) year term commencing January 1, 2023 and ending December 31, 2024, subject to the amendments provided herein. The Completion Date of the Consulting Services Agreement is amended to be December 31, 2023.

Section 2. Maximum Amount Payable. The Maximum Amount Payable under the Consulting Services Agreement for the period commencing January 1, 2023 and ending December 31, 2024 is \$200,000.00, with a maximum of \$100,000 payable for services rendered between January 1, 2023 and December 31, 2023 and a maximum of \$100,000 payable for services rendered between January 1, 2024 and December 31, 2024.

Section 3. Scope of Work. The Scope of Work under the Consulting Services Agreement for the period from January 1, 2023 to December 31, 2024 is set forth on Exhibit A hereto and incorporated herein by this reference as if set forth in full.

Section 4. Work Schedule. The Work Schedule under the Consulting Services Agreement for the period from January 1, 2023 to December 31, 2024 is set forth on Exhibit B hereto and incorporated herein by this reference as if set forth in full.

Section 5. Payment Schedule. The Payment Schedule under the Consulting Services Agreement for the period from January 1, 2023 to December 31, 2024 is set forth on Exhibit C hereto and incorporated herein by this reference as if set forth in full.

Section 6. Authorized User Access Agreement. The Authorized User Access Agreement under the Consulting Services Agreement for the period from January 1, 2023 to December 31, 2024 is set forth on Exhibit E hereto and incorporated herein by this reference as if set forth in full.

Section 7. Redmond Fire Department Ride Along Waiver and Confidentiality Agreement. The Redmond Fire Department Ride Along Waiver and Confidentiality Agreement under the Consulting Services Agreement for the period from January 1, 2023 to December 31, 2024 is set forth on Exhibit H hereto and incorporated herein by this reference as if set forth in full.

Section 8. Remaining Provisions. Except as expressly amended herein, all other provisions of the Consulting Services Agreement shall remain unchanged and in full force and effect for the period from January 1, 2023 to December 31, 2024.

EXECUTED by the parties on the dates set forth below and effective as of the last date.

CONSULTANT:
INLIFE CLINIC, LLC

CITY OF REDMOND

By: _____
(Type or Print Name)
Title: _____
Date: _____

Angela Birney, Mayor
Date: _____



Memorandum

Date: 1/17/2023

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

File No. CM 23-019

Type: Committee Memo

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

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Fire	Adrian Sheppard-Chief	425-556-2208
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DEPARTMENT STAFF:

Fire	Jim Whitney	Battalion Chief EMS Division
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TITLE:

Interlocal Agreement for Mobile Integrated Healthcare Services

OVERVIEW STATEMENT:

This is an Interlocal Agreement (ILA) for Redmond Fire MIH to provide services to Fall City Fire District that their agency doesn't have the capacity to provide. This allows for the City of Redmond to bill for services provided increasing revenues into the MIH Program and assisting to manage regional client needs.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Fire Department 2022/27 Strategic Plan, King County EMS Strategic Plan
- **Required:**
Council approval is required for interlocal agreements.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

These are shared clients throughout the region and Redmond Fire MIH has an interest in supporting their needs to positively effect local community outcomes related to mental health crisis, fall assistance, aging disabilities, wraparound care, etc. This program requires a regional approach to optimize outcomes and Redmond Fire MIH is currently the lead

Date: 1/17/2023

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

File No. CM 23-019

Type: Committee Memo

agency for providing these services throughout the communities of Redmond, Woodinville, Duvall, Snoqualmie and Fall City. This collaborative approach is fiscally responsible to the region by sharing resources and not requiring redundant services regionally.

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:

Positive effect with additional revenues received from King County for services provided regionally.

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):

Increase in funding for MIH from King County for services provided to Fall City Fire District

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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Date: 1/17/2023

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

File No. CM 23-019

Type: Committee Memo

N/A	Item has not been presented to Council	N/A
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Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/7/2023	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Limiting capabilities to share resources and serve clients that have impacts regionally to include the City of Redmond.

ATTACHMENTS:

Attachment A: Interlocal Agreement Fall City Fire District Mobile Integrated Health Services

INTERLOCAL AGREEMENT FOR MOBILE INTEGRATED HEALTHCARE SERVICES

This Interlocal Agreement (“Agreement”) is entered into between the City of Redmond, a Washington municipal corporation (“Redmond”), and Fall City Fire District 27, a Washington municipal corporation (“Agency”) for the purposes described below.

RECITALS

A. Mobile Integrated Healthcare (“MIH”) is the provision of healthcare using patient-centered, mobile resources in an out-of-hospital environment. It may include, but is not limited to, services such as providing telephone advice to 9-1-1 callers instead of resource dispatch; providing community paramedicine care, chronic disease management, preventive care or post-discharge follow-up visits; or transport or referral to a broad spectrum of appropriate care, not limited to hospital emergency departments.

B. The purpose of MIH is to provide high quality and cost-effective medical care by coordinating resources among emergency medical care (EMS) providers, hospitals, in-home care, and insurance companies. MIH can also reduce risk and injury to vulnerable populations and reduce the number of 9-1-1 calls, keeping resources available for the greater community.

C. The King County Emergency Medical Services (EMS) Levy for 2020-2025 provides for the distribution of \$4 million annually for MIH services across all EMS providers in King County, using an allocation methodology developed for Basic Life Support (BLS) funding. The EMS providers in King County are encouraged to support a regional approach to MIH in which data collection methods, performance measures, and program reporting are standardized.

D. Redmond is an EMS provider and the provider of Medic One services in Northeast King County. Redmond has developed an MIH Program that fulfills the purposes of the MIH funding in the EMS Levy and is willing to provide MIH services to other agencies in furtherance of a regional approach to MIH. The Agency is a municipal corporation in King County that desires to obtain MIH services from Redmond. Redmond and the Agency have agreed to the terms set forth in this Agreement regarding the provision of MIH services.

AGREEMENT

NOW, THEREFORE, Redmond and the Agency agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the extension of Redmond’s MIH Program to the residents of the Agency, to specify the manner in which the MIH services will be requested by the Agency and provided by Redmond, and to provide for payment to Redmond from the Agency for MIH services as contemplated by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. Responsibilities of Redmond.

A. Redmond agrees to provide MIH Program services to the residents of the Agency. The Redmond Fire Department will receive referrals of Agency residents from the Agency and from Redmond fire personnel and act to connect individuals referred to the most appropriate healthcare resources, including but not limited to:

- i. The City of Redmond's Paramedic Navigator;
- ii. The City of Redmond's Aging and Disability Services (ADS) Navigator;
- iii. King County Falls Coordinator;
- iv. Hospice patient assistance;
- v. King County Public Health;
- vi. Adult Protective Services;
- vii. In-home care services (physical therapy/occupational therapy);
- viii. Transportation Resources;
- ix. Julota technical services;
- x. Other resources appropriate to the specific needs of the clients as they present, in order to provide the best and most appropriate healthcare (such as mental health professionals, energy assistance, DSHS, etc.)

B. Redmond agrees to provide appropriate staff with appropriate qualifications and experience to evaluate clients, provide triage assessment of client needs, and provide referral services to referred clients. Redmond will be responsible for conducting appropriate background checks and appropriate training for its personnel to provide the services.

C. Redmond personnel will work alone or in collaboration with Agency personnel to identify client needs, options for necessary services or treatment, overcome obstacles to client obtaining services, and facilitate communication between EMS personnel, medical service providers, service agencies, and other appropriate persons.

D. Redmond agrees to provide and utilize the Julota software program or an equivalent program of Redmond's choosing to track services, manage consents, and share sensitive information between software systems for healthcare, EMS, social services agencies, and other organizations.

E. Redmond personnel providing services to Agency residents under this Agreement shall at all times remain employees of Redmond and nothing in this Agreement shall make any such personnel employees of the Agency. All rights, duties, and obligations of the employer shall remain with Redmond. Redmond shall be solely responsible for the wages, salaries, benefits, working conditions, and supervision of its employees.

F. Redmond shall provide an annual report to the Agency providing statistical information concerning the number of Agency residents served and the nature of the services to which such residents were connected, e.g., medical services, energy assistance, transportation resources, etc.

3. Responsibilities of Agency.

A. The Agency agrees to pay Redmond for the MIH Program services rendered by Redmond personnel at the hourly rates set forth in Exhibit A attached to this Agreement and incorporated herein by this reference. In the event the number of hours to be provided by Redmond personnel for services to Agency residents causes Redmond to incur overtime charges, Redmond shall bill such hours to Agency at the overtime rates.

B. The Agency also agrees to reimburse Redmond for out-of-pocket expenses incurred by Redmond in providing services to Agency residents. Redmond contracts with case managers to provide subject matter expertise. In the event that the number of hours provided by the case manager on services to Agency residents causes Redmond to incur overtime charges under Redmond's contract, Redmond shall be reimbursed on a proportional basis determined by Agency's and Redmond's use of the case manager during the relevant pay period for the overtime rates. The types of reimbursable expenses to be paid include, but are not limited to, those listed on Exhibit A.

C. If Redmond provides MIH Program services to more than one public agency, Redmond shall pro-rate any hours work and reimbursable expenses incurred on behalf of such agencies jointly.

D. The hourly rates and reimbursable expense amounts described on Exhibit A may be increased by Redmond no more frequently than once per year in order to reflect Redmond's increased cost of providing the services, e.g., wage, increases, benefit increases, changes in personnel, increased prices from vendors, etc. Redmond shall notify Agency in writing at least sixty (60) days in advance of any increase in hourly rates or expense amounts.

E. Redmond shall bill the Agency periodically, but no more frequently than once per month. The Agency shall pay all invoices within thirty (30) days of the date of the invoice.

F. The Agency agrees to cooperate with Redmond to facilitate the provision of MIH Program services, including but not limited to making Agency personnel available for consultation and providing reports and other documentation regarding individuals referred to Redmond. All such consultation and reports shall be provided at the sole cost of Agency, without

any deduction from amounts owed by Redmond. The Agency shall be solely responsible for the wages, salaries, benefits, and working conditions, and supervision of its employees.

4. Term – Termination and Extension.

A. This Agreement shall take effect on the date provided in Section 21 and shall continue in effect until the expiration of the current King County EMS Levy on December 31, 2025 unless sooner terminated or extended as provided herein.

B. This Agreement shall be automatically extended if the King County EMS Levy is extended beyond December 31, 2025 and if MIH continues to be funded by the Levy. The extension shall be co-extensive with the period for which the King County EMS Levy is extended, unless either party gives notice at least sixty (60) days prior to December 31, 2025.

C. This Agreement may be terminated by either party by giving sixty (60) days advance written notice prior to December 31 of any calendar year during the initial term of this Agreement or during the term of any extension.

5. Security of Information. Redmond and the Agency shall each be responsible for the security of information maintained by them for the purposes of providing services to Agency residents. To the extent such information is shared between Redmond and Agency, each party shall be responsible for the security of such information within their own organization. Each party shall be independently responsible for HIPAA compliance, if applicable, for any information held by that party.

6. Indemnification.

A. Redmond shall indemnify, defend, and hold harmless the Agency and its officers, agents, and employees, from and against any and all third party claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, caused by or arising out of the negligent acts, errors, or omissions of Redmond, its officers, agents, or employees in providing services under this Agreement.

B. The Agency shall indemnify, defend, and hold harmless Redmond and its officers, agents, and employees, from and against any and all third party claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, caused by or arising out of the negligent acts, errors, or omissions of the Agency, its officers, agents, or employees in performing services under this Agreement.

C. A party's obligation to hold harmless, indemnify, and defend the other party and its officers, agents and employees shall apply only to the extent of the indemnifying party's negligence.

D. Each party waives its immunity under the Industrial Insurance Act, Title 51 RCW, to the extent, but only to the extent, necessary to provide the other party with

indemnification under this Section 6, for injuries to the indemnifying party's employees. This waiver has been mutually negotiated.

E. The indemnity obligations of this Section 6 shall survive expiration or termination of this Agreement for any injury or damage occurring prior to such expiration or termination.

7. Insurance. Each party shall maintain appropriate liability insurance or self-insurance to cover potential liabilities arising from this Agreement.

8. Property. The parties do not anticipate acquiring any joint property for the purposes of providing the services described in this Agreement. Any property acquired by either party to provide services or perform any provision of this Agreement shall remain the property of the acquiring party.

9. Records. Each party shall be responsible for keeping its own records related to this Agreement and the performance of that party's obligations. Each party shall have control over responses to requests under the Public Records Act ("PRA"), Chapter 42.56 RCW, that are directed to the party. The party to whom the request is directed is termed the "primary party," and the other party is termed the "secondary party" for purposes of this section. The primary party shall provide the secondary party notice and an opportunity to informally comment on requests for records that affect the secondary party, unless such notice would slow the primary party's response time or otherwise impede the primary party's ability to provide the fullest assistance to requestors, as required by the PRA. Where there is a disagreement between the parties as to whether records are disclosable, the primary party shall offer third-party notice under RCW 42.56.540 to the secondary party to the extent allowed by law before disclosing records. The parties shall cooperate in supplying records to each other to facilitate responses to public records requests.

10. Independent Contractors. Each party to this Agreement is an independent contractor. Neither party is an agent of the other and neither party shall have the authority to bind the other party or to control the employees, agents, or contractors of the other party. All rights, duties and obligations of a party shall remain with that party at all times. Each party shall be responsible for compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations with respect to its own employees. Each party agrees that it will not represent itself as the agent or legal representative of the other party for any purpose whatsoever.

11. Administration. This Agreement shall be jointly administered by the Fire Chief of the Agency and the Fire Chief of Redmond.

12. Nondiscrimination. Neither party shall discriminate against any person receiving services under this Agreement on the basis of race, color, creed, religion, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law.

13. Notices. All notices required to be given by either party under this Agreement shall be given to the Fire Chief of the party receiving notice at the business address of the Fire Chief listed on the party's website. Notices shall be deemed received upon personal delivery or, if delivered by U.S. Mail, three days after deposit in the mail, postage prepaid, addressed to the receiving Fire Chief.

14. Compliance with Laws. Each party will comply with all applicable laws, rules, and regulations pertaining to them and to the services provided by this Agreement.

15. No Third-Party Rights. This Agreement is intended to be solely between the parties. No part of this Agreement shall be construed to add, supplement, or amend any rights, benefits, or privileges or any third party, including, without limitation, employees of either party.

16. Assignment. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party.

17. Severability. The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed illegal, invalid or unenforceable, in whole or in part, shall be severable from the other provisions, and shall not affect the legality, validity, or enforceability of any other provision.

18. Waiver. A failure by either party to insist on strict performance of this Agreement by the other party shall not preclude the first party from subsequent exercise of its right to performance and shall not constitute a waiver of any other right under this Agreement unless expressly so stated.

19. Entire Agreement. This Agreement, together with Exhibit A, constitutes the entire understanding between the parties as to its subject matter and supersedes all prior agreements and understandings regarding that subject matter.

20. Amendments. This Agreement may be amended only by written instrument executed by both parties, provided that Redmond may increase rates and charges as provided in Section 3(C) above without a formal, signed amendment, and such rates and charges shall be amended and in full force sixty (60) days after Redmond provides notice as set forth in said subsection.

21. Effective Date/Filing. This Agreement shall become effective upon signature by both parties. Prior to its entry into force, this Agreement be filed with the King County Department of Records and Elections or, alternatively, shall be listed by subject on each party's website or other electronically retrievable public source in compliance with RCW 39.34.040.

EXECUTED by the parties on the dates hereafter specified.

CITY OF REDMOND

FALL CITY FIR DISTRICT 27

Mayor Angela Birney

Date: _____

Fire Chief Brian Culp

Date: _____

EXHIBIT A

INITIAL HOURLY RATES AND REIMBURSABLE EXPENSE CHARGES

Labor Rate	Typical Hourly Rate	Typical Hourly Range (Varies with Firefighter/ Paramedic Seniority)
Firefighter Rate	\$82.34	\$78-84/hour
Paramedic Rate	\$94.29	\$91-96/hour
Medical Service Officer Rate	\$117.42	\$113-119/hour
Case Worker Rate	\$67.00	\$67.00/hour

As provided in Section 3.A of the Agreement, overtime rates will apply if any of the above personnel are required to work overtime to provide the services.

As provided in Section 3.B of the Agreement, out-of-pocket expenses will be reimbursed in addition to the above-described hourly rates.

The hourly rates set forth above are subject to increase under Section 3.D of the Agreement.



Memorandum

Date: 1/17/2023

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

File No. CM 23-001

Type: Committee Memo

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

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425-556-2427
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DEPARTMENT STAFF:

Executive	Rebecca Mueller	Supervising Prosecuting Attorney
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TITLE:

Proposed Ordinance Related to Prohibition of Firearms and Other Weapons Consistent with State law

OVERVIEW STATEMENT:

On March 23, 2022, Governor Inslee signed ESHB 1630, establishing restrictions on weapons in certain locations, amending and reenacting RCW 9.41.280 and amending RCW 9.41.305. It places restrictions on the carrying and possession of firearms and other weapons established for areas used in connection with meetings of local government governing bodies, school district boards of directors, and school facilities.

[1630-S.PL.pdf \(wa.gov\) <https://lawfilesexternal.wa.gov/biennium/2021-22/Pdf/Bills/House%20Passed%20Legislature/1630-S.PL.pdf?q=20230103132144>](https://lawfilesexternal.wa.gov/biennium/2021-22/Pdf/Bills/House%20Passed%20Legislature/1630-S.PL.pdf?q=20230103132144)

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Safe and Resilient
- **Required:**
The Council must approve an ordinance to change the Redmond Municipal Code.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Granting this proposal enhances public safety and allows the City of Redmond to appropriately enforce these firearm

crimes locally, to include possessing a firearm on the municipality property, as well as Redmond schools.

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: 1/17/2023

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

File No. CM 23-001

Type: Committee Memo

Date	Meeting	Requested Action
2/7/2023	Business Meeting	Approve

Time Constraints:

This State law was effective 6/9/22.

ANTICIPATED RESULT IF NOT APPROVED:

Inability to locally enforce and prosecute these crimes.

ATTACHMENTS:

Attachment A: Ordinance

CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON,
RELATED TO FIREARMS AND OTHER WEAPONS; AMENDING
CHAPTER 9.24 OF THE REDMOND MUNICIPAL CODE (RMC) TO
ADOPT RCW 9.41.280 AND RCW 9.41.305, IN RESPONSE
TO CHANGES IN STATE LAW THROUGH ENGROSSED
SUBSTITUTE HOUSE BILL 1630

WHEREAS, on March 23, 2022, Governor Inslee signed ESHB 1630, establishing restrictions on weapons in certain locations, amending and reenacting RCW 9.41.280 and amending RCW 9.41.305; and

WHEREAS, the Legislature has authorized code cities such as Redmond to adopt and enforce misdemeanors and gross misdemeanors as appropriate to good government of the City through RCW 35A.11.020; and

WHEREAS, code cities may adopt by reference Washington State statutes per RCW 35A.12.140; and

WHEREAS, Chapter 9.24 of the Redmond Municipal Code (RMC) identifies certain criminal acts involving prohibitions as to firearms and other dangerous weapons; and

WHEREAS, the City Council of the City of Redmond has previously adopted by reference certain sections of RCW chapter 9.41 relating to prohibitions as to firearms and other dangerous weapons and such adoption is codified in RMC 9.24.010; and

WHEREAS, state law regulates locations where firearms and other weapons are carried and the manner in which firearms and other weapons are carried or displayed; and

WHEREAS, the legislature enacted Engrossed Substitute House Bill 1630 in 2022 (Chapter 106, Laws of 2021) to place restrictions on the carrying and possession of firearms and other weapons established for areas used in connection with meetings of local government governing bodies, school district boards of directors, and for certain election-related facilities; and

WHEREAS, section 1 and section 3 of ESHB 1630 were effective June 9, 2022; and

WHEREAS, ESHB 1630 reenacted and amended RCW 9.41.280, which defines a violation of possessing dangerous weapons on school facilities as a crime; and

WHEREAS, ESHB 1630 amended RCW 9.41.305, which defines a violation of open carry of weapons prohibited on state capitol grounds and municipal buildings as a crime; and

WHEREAS, adopting RCW 9.41.280 and 9.41.305 will further define the firearm restrictions as a crime against the City of Redmond; and

WHEREAS, the City Council finds that the seriousness of enforcing firearm restrictions under the new RCW 9.41.280 and RCW 9.41.305 and affirmatively adopting the criminal provisions of RCW

9.41.280 and RCW 9.41.305 will ensure violators may be promptly and effectively prosecuted by the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Classification. The amendments to RMC 9.24.010 made in Section 2 of this ordinance are of a general and permanent nature and shall become a part of the Redmond Municipal Code.

Section 2. Amendment of RMC 9.24.010. RMC 9.24.010 is hereby amended to read as follows:

The following statutes of the state of Washington, as the same now exist or shall hereafter be amended, superseded, or recodified, are hereby adopted by reference:

RCW 9.41.010 Terms defined

RCW 9.41.050 Carrying pistol

RCW 9.41.060 Exception

RCW 9.41.070 Issuance of licenses to carry

RCW 9.41.075 Concealed pistol license - Revocation

RCW 9.41.080 Delivery to minors and others forbidden

RCW 9.41.090 Sales regulated - Application to purchase
- Grounds for denial

RCW 9.41.098 Forfeiture of firearms, order by courts
- Return to owner - Confiscation by law enforcement
officer

RCW 9.41.100 Dealer licensing and registration
required

RCW 9.41.110 Dealer's licenses, by whom granted,
conditions, fees - Employees, fingerprinting and
background checks - Wholesale sales excepted - Permits
prohibited

RCW 9.41.120 Firearms as loan security

RCW 9.41.140 Alteration of identifying marks
prohibited

RCW 9.41.170 Alien's license to carry firearms -
Exception

RCW 9.41.230 Aiming or discharging firearms

RCW 9.41.240 Use of firearms by minor

RCW 9.41.260 Dangerous exhibitions

RCW 9.41.270 Weapons apparently capable of producing
bodily harm, carrying, exhibiting, displaying or drawing
unlawful - Penalty - Exceptions

**RCW 9.41.280 Possessing dangerous weapons on school
facilities-Penalty-Exception**

RCW 9.41.300 Weapons prohibited in certain places -
Local laws and ordinances - Exceptions - Penalty

**RCW 9.41.305 Open carry of weapons prohibited on state
capitol grounds and municipal buildings.**

RCW 77.15.460 Loaded firearm in vehicle - Unlawful
use of possession - Penalty

Section 3. Severability. If any section, sentence,
clause, or phrase of this ordinance should be held to be invalid
or unconstitutional by a court of competent jurisdiction, such
invalidity or unconstitutionality shall not affect the validity of
any other section, sentence, clause, or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take
effect five days after its publication, or publication of a summary
thereof, in the City's official newspaper, or as otherwise provided
by law.

ADOPTED by the Redmond City Council this ____ day of _____,
2023.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JAMES E. HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO: