

City of Redmond



Agenda

Business Meeting

Tuesday, November 1, 2022

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Jessica Forsythe, President

Vanessa Kritzer, Vice President

Jeralee Anderson

David Carson

Steve Fields

Varisha Khan

Melissa Stuart

REDMOND CITY COUNCIL AGENDA SECTION TITLE REFERENCE GUIDE

Items From The Audience provides an opportunity for citizens to address the Council regarding any issue. Speakers must sign their intention to speak on a sheet located at the entrance of the Council Chamber, and limit comments to **four minutes**.

The **Consent Agenda** consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.

Public Hearings are held to receive public comment on important issues and/or issues requiring a public hearing by State statute. Citizens wishing to comment will follow the same procedure as for 'Items from the Audience', and may speak after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment. The Council then proceeds with its deliberation and decision making.

Staff Reports are made to the Council by the department directors on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting citizens to resolve problems with City services. Citizens may reach the ombudsperson by calling the Mayor's office at (425) 556-2101.

The **Council Committees** are created to advise the Council as a whole. They consider, review, and make recommendations to the Council on policy matters in their work programs, as well as issues referred to them by the Council.

Unfinished Business consists of business or subjects returning to the Council for additional discussion or resolution.

New Business consists of subjects which have not previously been considered by Council and which may require discussion and action.

Ordinances are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after they are published in the City's official newspaper.

Resolutions are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

Quasi-Judicial proceedings are either closed record hearings (each side receiving ten minutes maximum to speak) or public hearings (each speaker allotted four minutes each to speak). Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

Executive Sessions - all regular and special meetings of the City Council are open to the public except for executive sessions at which subjects such as national security, property acquisition, contract bid negotiations, personnel issues and litigation are discussed.

Redmond City Council Agendas, Meeting Notices, and Minutes are available on the City's Web Site:

<http://www.redmond.gov/CouncilMeetings>

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:

Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting.

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

II. ITEMS FROM THE AUDIENCE

Members of the public may address the City Council, on any topic, for a maximum of four minutes per person. Please use the speaker sign up sheet located at the entry of the City Hall Council Chambers provided 30 minutes prior to the meeting, up to the start of the meeting.

In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting for the remote comment registration form.

Written comment may be emailed to cityclerk@redmond.gov by 2 pm on the day of the meeting (500 word limit - please label your comment as "Items from the Audience"). Comments will be distributed to the City Council and entered into the record. Comments will not be read during the meeting.

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: October 18, 2022, Regular Business Meeting and October 20, 2022, Special Meeting (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for October 18, 2022](#)

[Special Meeting Minutes for October 20, 2022](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, October 25, 2022](#)

[Check Approval Register November 1, 2022](#)

3. [AM No. 22-160](#) Approval of the 2023 Detention Rates for Inmate Housing at King County Jail facilities

Department: Police

[Attachment A: King County JSA 2023 2024](#)

[Attachment B: 2023 King County Jail Services Rates](#)

Legislative History

10/18/22 Committee of the Whole - referred to the City Council
Public Safety and Human Services

- 4. [AM No. 22-161](#) Approval of the Interlocal Agreement (ILA) between the City of Redmond and the City of Duvall for Dispatch Services
Department: Police

[Attachment A: Duvall Dispatch Services ILA 2023-2024](#)

Legislative History

10/18/22 Committee of the Whole - referred to the City Council
Public Safety and Human Services

- 5. [AM No. 22-162](#) Approval of the 2022 Rate Amendment to the 2020 South Correctional Entity (SCORE) Interlocal Agreement for Inmate Housing
Department: Police

[Attachment A: SCORE Jail Services Brochure](#)
[Attachment B: SCORE Agreement for Inmate Housing 2023](#)
[Attachment C: SCORE Amendment to Original Agreement for Inmate Housing 2023](#)
[Attachment D: 2023 Rate Increase Letter to Chief Lowe](#)
[Attachment E: 2023 Detailed Rate Increase Letter to Lt. Fuller](#)

Legislative History

10/18/22 Committee of the Whole - referred to the City Council
Public Safety and Human Services

- 6. [AM No. 22-163](#) Acceptance of a Department of Justice Patrick Leahy Bullet Proof Vest Partnership Grant in the Amount of \$28,187
Department: Police

Legislative History

10/3/22 Internal Committee - Internal Approved for Committee of the
Services/Public Safety Whole

- 7. [AM No. 22-164](#) Approval of the 2022-2023 School Resource Officer Agreement (City of Redmond & Lake Washington School District)

Department: Police

[Attachment A: Redmond LWSD SRO MOU 2022-2023](#)

Legislative History

10/18/22 Committee of the Whole - referred to the City Council
 Public Safety and Human
 Services

- 8. [AM No. 22-165](#) Approval of the 2023-2025 Collective Bargaining Agreement between the City of Redmond and the Redmond City Hall Employees Association (RCHEA)

- a. Ordinance No. 3096: An Ordinance of the City of Redmond, Washington Establishing Updated 2023 Salary Ranges for Regular and Supplemental Employees Represented by the Redmond City Hall Employees Association (RCHEA)

Department: Human Resources

[Attachment A: 2023-2025 RCHEA CBA \(redline\)](#)

[Attachment B: Summary of Major Changes to RCHEA Contract](#)

[Attachment C: Ordinance](#)

[Attachment D: RCHEA Signing Bonus](#)

[Attachment E: Union Work Removed from RCHEA](#)

[Exhibit 1 - 2023 RCHEA Pay Plan R](#)

[Exhibit 2 - 2023 RCHEA Pay Plan R-S](#)

- 9. [AM No. 22-166](#) Approval of a 4Culture Art Grant in the Amount of \$21,975

Department: Parks and Recreation

[Attachment A: 4Culture Grant Contract](#)

Legislative History

10/25/22 Committee of the Whole - referred to the City Council
 Parks and Environmental
 Sustainability

- 10. [AM No. 22-167](#) Approval to Extend Contract for Recreation Software with ACTIVE Network, LLC. for One Year

Department: Parks and Recreation

[Attachment A: ActiveNet Amendment Schedule](#)

Legislative History

10/25/22 Committee of the Whole - referred to the City Council
 Parks and Environmental
 Sustainability

- 11. [AM No. 22-168](#) Approval to Award Contract for Recreation Software to Amilia Technologies USA, Inc.
Department: Parks and Recreation

[Attachment A: Software License Agreement](#)

[Attachment B: Appendix A](#)

[Attachment C: Amilia Privacy Policy](#)

[Attachment D: Statement of Work](#)

[Attachment E: Project Schedule](#)

[Attachment F: Information Privacy and Security Agreement](#)

[Attachment G: Certificate of Insurance](#)

Legislative History

10/25/22 Committee of the Whole - referred to the City Council
 Parks and Environmental
 Sustainability

- 12. [AM No. 22-169](#) Adoption of the City of Redmond 2023 State Legislative Agenda
Department: Executive

[Attachment A: 2023 State Leg Agenda \(Track Changes\)](#)

[Attachment B: 2023 State Legislative Agenda](#)

Legislative History

10/11/22 City Council referred to the City Council

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

Members of the public may address the City Council, on the topic of the public hearing, for a maximum of four minutes per person. Please use the speaker sign up sheet located at the entry of the City Hall Council Chambers provided 30 minutes prior to the meeting, up to the start of the meeting.

In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting for the remote comment registration form.

Written comment may be emailed to cityclerk@redmond.gov by 2 pm on the day of the meeting (500 word limit - please label your comment as "Public Hearing"). Comments will be distributed to the City Council and entered into the record. Comments will not be read during the meeting.

- 1. [AM No. 22-170](#) 2023-2024 Preliminary Budget Public Hearing #4

Department: Finance

[Preliminary Budget](#)

B. Reports

- 1. **Staff Reports**

- a. [AM No. 22-171](#) Development Impact Fees - 2023 Annual Indexing

Department: Planning and Community Development

[Attachment A: Proposed 2023 Fire, Park, School, and Transportation Impact Fees](#)
[Attachment B: Presentation](#)

Legislative History

10/11/22	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council
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- 2. **Ombudsperson Report**

Anderson

- 3. **Committee Reports**

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 11/1/2022
Meeting of: City Council

File No. SPC 22-117
Type: Minutes

Approval of the Minutes: October 18, 2022, Regular Business Meeting and October 20, 2022, Special Meeting (recordings are available at Redmond.gov/rctv)

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7:00 p.m. The meeting was held in-person and remote. Councilmembers present and establishing a quorum were: Anderson (joined the meeting at 7:03 p.m.), Carson, Fields, Forsythe, Kritzer and Stuart.

MOTION: Councilmember Forsythe moved to excuse Councilmember Khan from attendance at the meeting. The motion was seconded by Councilmember Fields.

VOTE: The motion passed without objection. (5 - 0)

SPECIAL ORDERS OF THE DAY

A. PROCLAMATION: Honoring Seattle Thunderbolts (Cricket) Championship

Mayor Birney read the proclamation into the record and presented it to representatives of the Seattle Thunderbolts.

ITEMS FROM THE AUDIENCE

Mayor Birney opened Items from the Audience at this time. The following persons spoke:

- Alex Tsimerman - importance of freedom of speech while providing comment during public meetings;
- Bob Yoder - domestic violence awareness month, the increase during the pandemic, and a hotline; and
- David Morton - protecting critical aquifer recharge areas and contaminated sites waiting for cleanup.

CONSENT AGENDA

MOTION: Councilmember Forsythe moved to approve the Consent Agenda. The motion was seconded by Councilmember Kritzer.

1. Approval of the Minutes: October 4, 2022, Regular Business Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#137442 through #137448
#1496 through #1496

\$10,159.08

#187468 through #187489
#137449 through #138198
#1497 through #1501

\$4,015,024.35

CLAIMS CHECKS:

#441884 through #442015

\$5,625,403.17

3. AM No. 22-151: Approval of a Consultant Agreement with Dynamic Solutions Incorporated in the Amount of \$123,600 to Provide Resource Development and End User Training to Support the Implementation of Dynamics 365 (D365)
4. AM No. 22-152¹: Approval of On Call Consultant Contracts for Structural and Transportation Engineering Services
5. AM No. 22-153: Approval of a Memorandum of Understanding with King County Solid Waste Division for Reimbursement of Rate Restructure Work
6. AM No. 22-154: Approval of the Washington Conservation Corps (WCC) 2022-23 Agreement for \$203,360 between the City of Redmond and the Washington State Department of Ecology
7. AM No. 22-155: Approval of the 2023 Tourism Funding Recommendations
8. AM No. 22-156: Approval of the 2023 Budget and Work Program for A Regional Coalition for Housing (ARCH)
9. AM No. 22-157: Approval of the 2022 2025 Collective Bargaining Agreement between City

¹ This item was removed from the Consent Agenda and addressed separately.

of Redmond and Teamsters Local No. 117 representing Police Lieutenants

- a. Ordinance No. 3095: An Ordinance of the City of Redmond, Washington Amending the 2021 T Pay Plan for Employees Represented by the Teamsters Local No. 117 Representing Police Lieutenants

VOTE: The motion to approve the Consent Agenda passed without objection. (6 - 0)

Mayor Birney read the ordinance title into the record.

ITEMS REMOVED FROM THE CONSENT AGENDA

4. AM No. 22-152: Approval of On Call Consultant Contracts for Structural and Transportation Engineering Services

MOTION: Councilmember Carson moved to approve AM No. 22-152. The motion was seconded by Councilmember Kritzer.

RECUSAL: Councilmember Anderson stated a conflict of interest with many of the companies in this agreement and requested to be recused from voting.

VOTE: The motion passed without objection. (5 - 0)

HEARINGS AND REPORTS

PUBLIC HEARINGS

1. AM No. 22-158: 2023-2024 Preliminary Budget Public Hearing #3

Mayor Birney opened the Public Hearing.

The following persons spoke:

- Angie Hinojos (Centro Cultural Mexicano) - investing in Latino run organizations that benefit the Latino community, did not get recommended to be fully funded by the Redmond Human Services Commission, request full funding during the budget process;
- Carlos Jimenez (Centro Cultural Mexicano) - providing free services to the community, providing classes, assisting schoolchildren, happy to be in the area, and asked the Council for additional support for the organization;
- Kelly Refer (Move Redmond) - City passed the Vision Zero resolution, centering access to the light rail stations,

improving safety infrastructure, protected bike lanes, ebikes, pass the TIP as is, and add protected bike lanes in the budget; and

- David Morton - climate friendly buildings, allocating funds to collaborate with other jurisdictions, amplify effect of federal dollars, home energy retrofit, staff needed for a program to inform homeowners of energy retrofits and assessments.

The public hearing closed at this time.

2. AM No. 22-159: Approval of the Annual Update of the 2023 2028 Six Year Transportation Improvement Program (TIP)
 - a. Resolution No. 1563: A Resolution of the City Council of the City of Redmond, Washington, Adopting a Six-Year Transportation Improvement Program for the Years 2023 2028 and Directing the Same to be Filed with the State Secretary of Transportation and the Transportation Improvement Board

Carol Helland, Director of Planning and Community Development, introduced this item.

Mayor Birney opened the Public Hearing.

No one in attendance wished to speak during this public hearing.

The public hearing closed at this time.

MOTION: Councilmember Anderson moved to approve AM No. 22-159. The motion was seconded by Councilmember Forsythe.

VOTE: The motion passed without objection. (6 - 0)

OMBUDSPERSON REPORT

Councilmember Forsythe reported receiving resident contacts regarding: ebooks at the King County Library; renter protections; and Redmond Town Center street reopening.

Councilmember Carson reported receiving resident contact regarding: beaver damage to trees on the trails and the Your Redmond app.

Councilmember Kritzer reported receiving resident contacts regarding: installing rainbow crosswalks.

COMMITTEE REPORTS

Councilmember Kritzer provided the following committee reports:

- King Conservation District Advisory Committee;
- Eastside Transportation Partnership;
- Artificial light on Lake Sammamish; and
- Lake Sammamish Kokanee release event.

Councilmember Forsythe provided the following committee reports:

- Growth Management Policy Board

FOR THE GOOD OF THE ORDER

- Voting reminder

EXECUTIVE SESSION

A. Labor Negotiations [RCW 42.30.140(4)(b)] - 15 minutes

Executive Session started at 8:00 p.m. and ended at 8:15 p.m.

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 8:15 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: November 1, 2022

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

A Special Meeting of the Redmond City Council was called to order by Council President Jessica Forsythe at 7:00 p.m. Councilmembers present and establishing a quorum were: Carson, Fields, Forsythe, Khan, Kritzer and Stewart.

The purpose of the special meeting was to discuss the 2023-2024 Preliminary Budget Review: Budget Overview and Baseline Budget Offers.

Councilmember Fields, as the Presiding Officer of the Finance, Administration, and Communications Committee of the Whole, chaired the budget portion of the meeting and overviewed the process for the discussion.

Councilmembers Khan, Forsythe, and Kritzer provided opening comments.

Chip Corder, Finance Director, reported to the Council regarding:

- Preliminary Budget review process;
- Budget overview;
- Total expenditures (all funds);
- General fund revenues;
- Summary budget analysis;
- Staffing authorization;
- Proposed tax/fee increases;
- Estimated price of government; and
- Baseline offers.

City staff responded to Councilmember inquiries and general discussion ensued regarding the preliminary budget.

Chip Corder, Finance Director, was joined by Department Directors, to provide the baseline budget offer presentations and discussion:

- Loreen Hamilton, Director of Parks and Recreation, reported on the Healthy and Sustainable Community Recreation offer and responded to Council inquiries about staffing levels and programming.
- Malisa Files, Chief Operating Officer, reported on the Healthy and Sustainable Environmental Sustainability offer and responded to Council inquiries regarding position designation clarification.
- Adrian Sheppard, Fire Chief, reported on the Safe and Resilient Fire Support Services offer.

(recess 8:40 p.m., reconvene 8:54 p.m.)

- Darrell Lowe, Police Chief, reported on the Safe and Resilient, Police Dispatch and Support, and the Police Patrol and Response offers, and responded to Council inquiries regarding Puget Sound Emergency Radio Network (PSERN) and budget highlights.
- Malisa Files, Chief Operating Officer, reported on the Strategic and Responsive Diversity Equity and Inclusion offer, and responded to Council inquiries regarding reclassification of the DEI position, enhancements, and training.
- Chip Corder, Finance Director, reported on the Strategic and Responsive Fiscal Accountability and the Operating Reserves offers.
- Carol Helland, Director of Planning and Community Development, reported on the Vibrant and Connected, Development Services offer, and responded to Council inquiries regarding the Process Improvement Analyst position.
- Loreen Hamilton Director of Parks and Recreation, reported on the Vibrant and Connected Facilities Management offer.
- Carol Helland, Director of Planning and Community Development, reported on the Vibrant and Connected Housing and Human Services offer, and responded to Council inquiries regarding staffing authorizations.

City staff responded to Council inquiries regarding: Human Resources offer increases; the Citywide Communications offer; and the Mobility and Goods offer.

The public was reminded of the upcoming Service Reduction and Efficiency offers meeting on October 25th.

ADJOURNMENT

There being no further business to come before the Council the special meeting adjourned at 9:50 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: November 1, 2022



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 11/1/2022
Meeting of: City Council

File No. SPC 22-118
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 10/1 - 10/16/2022
Check Date: 10/25/2022

Check Total: \$ 26,915.17
Direct Deposit Total: \$ 2,321,976.60
Wires & Electronic Funds Transfers: \$ 1,385,345.86
Grand Total: \$ 3,734,237.63

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **187491** through **187507** ,
Direct deposits numbe **138199** through **138924** , and
Electronic Fund transf **1502** through **1506**
are approved for payment in the amount of **\$3,734,237.63**
on this **1 day of November 2022**.

Note:

Check # 187490 - print check for Cedric Tedom Feze - direct deposit reject

City of Redmond
Payroll Final Check List
Pay period: 10/1 - 10/16/2022
Check Date: 10/25/2022

Total Checks and Direct deposit: \$ 3,363,921.11
Wire Wilmington Trust RICS (MEBT): \$ 370,316.52
Grand Total: \$ 3,734,237.63

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

I, Financial Services Manager, do hereby certify to the City Council, that the checks for the month of October 2022 are true and correct to the best of my knowledge.

DocuSigned by:
Chip Corder
5528A221CC9646C

Chip Corder, Finance Director
City of Redmond
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 442106 through 442334, and Wire Transfers are approved for payment in the amount of \$6,392,159.92 This 1st day of November 2022.



Memorandum

Date: 11/1/2022
Meeting of: City Council

File No. AM No. 22-160
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	Martin Fuller	Investigations Lieutenant
Police	Tim Gately	Administrative Captain

TITLE:
Approval of the 2023 Detention Rates for Inmate Housing at King County Jail facilities

OVERVIEW STATEMENT:

The City of Redmond is responsible for housing inmates detained on local misdemeanor charges. The City currently contracts with the King County Jail, located in Seattle, in addition to SCORE located in Des Moines and at the King County Regional Justice Center in Kent to provide jail services. Most of the City’s inmates are detained at SCORE. The annual increase is 1.5% plus CPI which is 9.5%.

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 required by law to house misdemeanants under RCW 39.34.180 (Criminal Justice Responsibilities - Interlocal Agreements - Termination).
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The City pays for inmate beds at King County Jail facilities, on an as needed basis, and other jail services for inmates detained on City misdemeanor charges.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The rate increases are effective January 1, 2023
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
Varies upon use

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:
The 2023 budget for King County Jail Services is \$40,000.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/18/2022	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

The detention rates are effective January 1, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: King County JSA 2023-2024

Attachment B: 2023 King County Jail Services Rates

Attachment A

Interlocal Agreement Between King County and The City of Redmond for Jail Services

THIS AGREEMENT is effective as of January 1, 2023 ("Effective Date"). The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of Redmond, a Washington municipal corporation (the "City").

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48);

NOW THEREFORE, in consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
 - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to a King County Community Corrections Division (CCD) program; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; Jail Health Services (JHS) health screening; and all other activities associated with processing a person for confinement in Jail or assignment to a CCD program.
 - 1.3 "Booking Fee" means the fee incurred for booking City Inmates, as further described in Exhibit III, Section 2.
 - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except emergency facility closures, holidays and County-designated furlough days.
 - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Inmate.
 - 1.6 "City Inmate" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
- A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):

Interlocal Agreement: Jail Services – City of Redmond

-
- 1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City’s jurisdiction, and:
- 1.6.1.1 The case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or
 - 1.6.1.2 The case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or
 - 1.6.1.3 The case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.
- 1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City’s jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.
- 1.6.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
- 1.6.4 The person is booked or confined by reason of a Court order issued either by the City’s Municipal Court or other court when acting as the City's Municipal Court; or,
- 1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.
- 1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the City having requested that the County continue to confine the person.
- B. A City charge is not the principal basis for confining a person where:
- 1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
- 1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
- 1.6.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Inmate. The billing status of the person will change to no longer be the City’s responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.

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- 1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City’s jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billed for cases filed by the County prosecutor into mental health court prior to changing to local funding status.
- 1.7 “Community Corrections Programs” means programs designed as alternatives to, or as rehabilitation or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include Electronic Home Detention and Community Center for Alternative Programs (CCAP).
- 1.8 “Continuity of Care Records” means an Inmate’s diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.9 “Contract Cities” mean cities that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.
- 1.10 “Contract Cities Inmates” means all Contract Cities’ City Inmates.
- 1.11 “County Inmate” means any Inmate that is not a City Inmate.
- 1.12 “DAJD” means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.13 “Fees and Charges” are the Fees and Charges imposed as described in Section 4 and Exhibit III.
- 1.14 “Force Majeure” means war, civil unrest, and any natural event outside of the party’s reasonable control, including pandemic, fire, storm, flood, earthquake or other act of nature.
- 1.15 “Inmate” means a person booked into or housed in the Jail.
- 1.16 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate is first presented to and accepted by the Jail for housing in the Jail until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Inmate Day" means confinement in accordance with Exhibit II.

- 1.17 “Jail” means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.37. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.18 “Maintenance Charge” is the daily housing charge incurred for City Inmates housed in Jail as further described in Exhibit III, Section 1.
- 1.19 “Medical Inmate” means an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s infirmary. If an Inmate is moved to the general population, then the Inmate is no longer considered a Medical Inmate.
- 1.20 “Notification” means provision of written alert, confirmation of information or request meeting the requirements of Section 11.11. In contrast, a “notice” means providing alert or confirmation of information or request in writing to the individuals identified in Section 11.11, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 11.11, including but not limited to electronic mail or facsimile.
- 1.21 "Official Daily Population Count" is an official count of Inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.22 “Offsite Medical Care Charges” means those pass-through charges for treatment of a City Inmate where that Inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing services provided from offsite medical institutions, as further defined in Exhibit III Section 4. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.23 “Psychiatric Inmate” means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.
- 1.23.1 A “Non-Acute Psychiatric Inmate” is an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III and Attachment III-1) and housed outside the Jail’s acute psychiatric housing units.

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- 1.23.2 An “Acute Psychiatric Inmate” is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s acute psychiatric housing units (as further described in Exhibit III and Attachment III-1). If an Inmate is moved to housing outside the Jail’s acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.
- 1.24 “Parties” mean the City and County, as parties to this Agreement.
- 1.25 “Secure Bed Cap for Contract Cities” means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Inmates in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count and is established in Section 6.
- 1.26 “Secure Detention” refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention excludes City Inmates enrolled in Community Corrections Programs.
- 1.27 “Surcharge” means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-1: Infirmity Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
- 1.28 “2012-2030 Agreement” means the agreement executed by the County and the City of Seattle effective on January 1, 2012, together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
- 1.29 “Base Year” refers to the year in which the base fees, charges and surcharges are set.
2. Term. This Agreement shall commence on the Effective Date and shall extend through December 31, 2024. This Agreement shall supersede all previous contracts and agreements among the Parties relating to the Jail and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
3. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail, except as provided in Sections 5.4, and 6 of this Agreement. The County shall also furnish the City with Jail facilities; booking; transportation among facilities, as determined necessary in the County’s sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital; custodial services; and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates in Secure Detention all medical, dental, and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate as expeditiously as possible after the County has received notice of a court order to release. Nothing in this section shall be deemed to limit the County’s right to refuse to accept City Detainees for confinement in Jail when they are deemed by the County to be in need

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of urgent medical or psychological care, nor to return custody of such inmates back to the City if the City Detainee is admitted to the hospital or psychiatric facility.

4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, Surcharges, and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):
 - 4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the City into the Jail as further described in Exhibit III, Section 2. The Booking Fee will be inflated effective January 1, 2023.
 - 4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1. The Maintenance Charge will be inflated effective January 1, 2023.
 - 4.2.1 The County will provide notice to the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Inmate released within six hours of booking will result in no Maintenance Charges.
 - 4.2.2 The County will provide notice to the City of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Inmate if they so desire after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.
 - 4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.
 - 4.3 Access to and Charges for City Inmate Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs shall be enacted through an amendment to this Agreement.
 - 4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, and any other charges agreed to per Section 4.3, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.
 - 4.4.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Inmate is transported to Harborview Medical Center or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of an Inmate may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within two (2) business days following the day in which the chargeable

event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within twenty-four (24) hours of the admittance of a City Inmate to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

5.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1, specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.

5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:

5.2.1 The County shall respond in writing to billing disputes within sixty (60) days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the sixty (60)-day timeline, the City should electronically mail scanned billing disputes directly to the DAJD billing office, or by fax, or U.S. mail rather than to any other County office or officer. The DAJD billing office contact information as of the date of this Amendment is:

KC DAJD
DAJD-AP@kingcounty.gov
Attn: Finance – Inmate Billing
500 Fifth Avenue
Seattle, WA 98104

5.2.2 In the event the parties are unable to resolve the dispute, either Party may pursue the dispute resolution mechanisms outlined in Section 9.

5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the resolution.

5.4 If the City fails to pay a billing within forty-five (45) days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure nonpayment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid

within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties, and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail and, at the County's request, will remove City Inmates already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.

- 5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure. Interest on amounts owed begin accruing on the forty-sixth (46) day after payment was due.
- 5.6 Each Party may examine the other's financial records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

6. Jail Capacity.

- 6.1 The Contract Cities may house Contract Cities Inmates in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1.
 - 6.1.1 Through December 31, 2024, the Secure Bed Cap for Contract Cities in the aggregate is fifty (50) beds. These fifty (50) beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.
- 6.2 In the event the number of Contract Cities Inmates exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Inmates from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 13.10 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.
- 6.3 At the end of the last day of this Agreement, the Contract City agrees to reduce the number of Contract City Inmates in the Jail to zero (0), with the exception that Inmates whose status has changed to Contract City Inmate, will not be included in the calculation of the number

of Contract City Inmates, if such individuals are removed from the Jail within seventy-two (72) hours of such change in status.

For the purpose of determining the number of Contract Cities Inmates only, and not for billing purposes, Inmates held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and Contract Cities Inmates that have been booked into the Jail and the Contract City has not been notified of such booking shall not be considered a Contract Cities Inmate . Also, Contract Cities Inmates housed in the Jail will not be considered Contract Cities Inmates for the purpose of determining the number of City Inmates.

- 6.4 The Jail’s capacity limit for Contract City Medical Inmates is thirty (30). The Jail’s capacity limit for Contract City Psychiatric Inmates is one-hundred-fifty-one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.21 and 1.25 at the time of the Jail’s Official Daily Population Count.
- 6.5 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 6.5, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 11.11 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 6.5, or the County may inform the City that the County is willing to continue to house these Inmates.
- 6.6 County requests under Section 6.5 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Inmate most recently admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Inmates.
- 6.7 If the County, pursuant to Sections 6.5 and 6.6, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County’s request. The City shall take custody of its¹ Medical or Psychiatric Inmates by picking them up no later than twenty-four (24) hours after the County’s request. If the City has not picked-up the Medical or Psychiatric Inmate within twenty-four (24) hours of the County’s request, the County shall deliver the Medical or Psychiatric Inmate to the City’s designated drop-off location or backup location. In either case, the City’s designee must accept the Medical or Psychiatric Inmate from the County and must be available to do so seven (7) days a week, twenty-four (24) hours a day. In all cases, the County shall provide the receiving entity

¹ Within eight (8)-hours of the County’s request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County may deliver the Medical Inmates named in the original notification to the City’s designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Inmates.

with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

- 6.8 If the County, in its sole discretion, decides to transport Medical or Psychiatric Inmates to the City's designated drop-off location or backup location within King County, Washington, the County will do so without charge. Should the County agree to a drop-off location or backup location outside of King County, Washington, the City will pay all transportation costs for Medical or Psychiatric Inmates taken to the designated drop off location or backup location. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

7. Jail Planning.

- 7.1 Jail Planning. The County and the City recognize the value of sharing information about their respective inmate populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good-faith efforts to share this information regularly. Furthermore, should the County begin planning for potential changes in jail space or models, the County will make good-faith efforts to provide notice to the City that such planning is underway, so that the City has an opportunity to participate in planning efforts.

8. Indemnification.

- 8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 8.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or in

part from the existence or effect of City ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- 8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.
9. Dispute Resolution. In the event the Parties are unable to resolve a dispute, then either Party may pursue the dispute resolution provisions of this Section 9.
- 9.1. Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City, or their designees, shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.
- 9.2. Each party reserves the right to litigate any disputed issue in court, *de novo*.
10. Termination. Either Party may initiate a process to terminate this Agreement as follows:
- 10.1. Ten (10)-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 10.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take, in order to, avoid a ninety (90) day termination Notification notice under Section 10.2 of this Agreement.
- 10.2. Ninety (90)-Day Termination Notification. After the ten (10) day period has run under Section 10.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.
11. General Provisions.
- 11.1. Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a pandemic, riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Inmates to alternative detention facilities in order to respond to Jail overcrowding, a public health directive, or to comply with a final order of a federal court or a state court of record for the care and treatment of Inmates.

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- 11.2. Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Inmates, and the reduction of costs of operating and maintaining Jail facilities.
- 11.3. Law Enforcement Intake Portal. The County will offer the use of a web-based Subject Intake Portal when its Jail Management System goes live in 2021. The tool will allow law enforcement officers to log onto the system and enter all arrest, case/charge, victim, probable cause, and drug crime certificate information. This method is the County's preferred method of intake and booking. Cities that take advantage of this intake method will be able to print out or receive an electronic version of the intake information, including the ability to integrate with the JMS via web services or API integration if desired.
- 11.4. Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 11.5. Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- 11.6. Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:
- | | |
|-------------|--|
| Exhibit I | Method of Determining Billable Charge and Agency |
| Exhibit II | Exception to Billing Procedure |
| Exhibit III | Calculation of Fees, Charges and Surcharges |
- 11.7. Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.
- 11.8. Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 11.9. Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that, certain modifications to the notice requirements in Sections 4.2.2, 4.2.3 and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.
- 11.10. Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

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- 11.11. Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City of Redmond:

Or his/her successor, as may be designated by written Notification from the City to the County.

For the County:

Chief of Administration
Dept. of Adult and Juvenile Detention
500 Fifth Avenue
Seattle, WA 98104

Or his/her successor, as may be designated by written Notification from the County to the City.

- 11.12. Council Approval. The Parties' obligations under this Agreement are subject to official City and County Council approval.
- 11.13. Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.
- 11.14. Assignment/Subcontracting. The City may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.
- 11.15. No-Third Party Beneficiaries. Except as expressly provided herein, there are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- 11.16. Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution, or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

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King County

The City of Redmond

King County Executive

Title of City Official

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

Title of City Official

Date

Date

EXHIBIT I
Method of Determining Billable Charge and Agency

Process Overview

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County’s billing system examines all open and active charges and holds for each calendar day and applies the billing priority rules and tie breaker rules as set forth below. Then the billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six-hour rule.

Billing Priority Rules

The Billing Priority Group is determined in the following order:

1. Local felony charge(s)	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
2. Investigation holds from King County agencies or pursuant to a contract	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
4. Local misdemeanor charge(s) and city court appearance orders	Includes King County misdemeanors.
5. Other holds (contract and non-contract)	

Tie Breaker Rules

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 above) when there are charges with multiple billable agencies. The first rule that applies determines the billable charge(s). The billable agency for the selected charge(s) is the billable agency.

1. Longest or only sentenced charge rule	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
2. Earliest sentence rule	This rule selects the charge(s) with the earliest sentence start date.
3. Lowest sentence charge number rule	This rule selects the sentenced charge(s) with the lowest charge number as given in the DAJD booking system.
4. Arresting agency rule	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
5. Accumulated bail rule	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the billable agency.
6. Lowest charge number rule	This rule selects the charge or hold with the lowest charge number as given in the DAJD booking system.

Attachment I-1: City and County Jail Charges Clarification

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	Inmate booked by a city on a felony investigation, whose case is filed by the Prosecutor initially as a felony in Superior Court but subsequently amended to a misdemeanor charge (for evidentiary reasons, or entry into mental health court, or for other reasons)	County responsibility
2	Inmate booked by a city on a felony investigation and whose case is initially filed by the Prosecutor as a felony in District Court as part of a plea bargain effort (so called “expedited cases”)	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	Inmate booked by a city on a felony investigation, whose case is initially filed by the County Prosecutor as a misdemeanor in district court (i.e., mental health, domestic violence <u>or</u> in regular district court)	County responsibility
4	Inmate booked by a city on a felony investigation. The County prosecutor declines to file the case and refers it to a city prosecutor or law enforcement for any further action.	County responsibility prior to release of felony investigation by the County prosecutor; City responsibility from and after release of felony investigation
5	Misdemeanor or felony cases originated by state agencies (i.e., WSP)	County responsibility
6	Inmates booked by a city on a juvenile charge who are held in adult detention or become adults during the pendency of their charge or sentence.	County responsibility

Attachment I-2

**Inmate Transfers: Transfer Request Exemption Criteria, Notice and Billing
(Relating to Section 1.6.9)**

- A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Inmate:
- (1) Inmate has medical/health conditions/ treatments preventing transfer.
 - (2) Transfer location refuses Inmate.
 - (3) Inmate refuses to be transported and poses a security risk.
 - (4) Inmate misses transport due to being at court or other location.
 - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Inmate back to King County, if needed, when City sentence ends.
- B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Inmate during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice but will incur a Maintenance Charge for each subsequent calendar day until the Inmate is transferred. If the City does not transfer the Inmate from the Jail during this six-day period, the City is billable beginning the calendar day following the day of notice from the County.
- C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

EXHIBIT II
Exception to Billing Procedure

For persons serving the one- and two-day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Inmate day shall not be defined according to Section 1.16 of the Agreement. Instead, Inmate day shall be defined as a twenty-four-hour period beginning at the time of booking. Any portion of a twenty-four-hour period shall be counted as a full Inmate day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/23 0700	Released 7/3/23 0700
	Number of Inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/23 0700	Temporary Release 7/2/23 0700
	Return to Jail 7/8/23 0700 Number of Inmate days = 2	Released 7/9/23 0700

The Department of Adult and Juvenile Detention will apply this definition of Inmate day to the City's direct DUI one and two-day Inmates by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.

EXHIBIT III
Calculation of Fees, Charges and Surcharges

Starting on the Effective Date of this Agreement, the City shall pay the fees, charges, and surcharges with such annual adjustments for inflation as described below. Starting on the Effective Date of this Agreement, the City shall also pay offsite medical care charges as detailed below

2023 is the Base Year for fees, charges, and surcharges and is the basis from which the fees, charges, and surcharges are to be annually adjusted by applying the inflators set forth in Subsection 5.a. of this Exhibit III.

1. MAINTENANCE CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge shall be calculated as described below.

- a. The **Maintenance Charge** starting **January 1, 2023**, and for the remainder of the calendar year 2023, **excluding** any adjustments for Capital Expenditure Charges, will be **\$250.64**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2023 is **\$256.90**. The Maintenance Charge shall be inflated in 2024 as described in Section 5. The City will not be charged a Maintenance Charge for a City Inmate where the Inmate has been offsite (e.g. housed outside of the Jail) for all twenty-four (24) hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such twenty-four (24)-hour period.
- b. In addition to the annual adjustment to the Maintenance Charge described above, King County will increase the Maintenance Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and facilities and support and administrative facilities that benefit Jail operations. Additional Capital Expenditures will be included in the Maintenance Charge if such expenditures benefit City Inmates. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance.
 - i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Inmate Days (as defined in Section 1.17). By August 15 of 2023, DAJD will estimate the total number of Inmate Days for 2024 and provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for 2024.
 - ii. Upon request of the City, the County shall provide its six (6)-year CIP and its six (6)-year major maintenance plan to the City. The County will provide a detailed line-item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be resolved under the dispute resolution processes described herein. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.
 - iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall

continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

- iv. Beginning January 1, 2023, and continuing through calendar year 2023, the Capital Expenditure Charge for ISP for the City is \$5.21 and the Capital Expenditure Charge for the CSSP is \$1.05, for a combined total Capital Expenditure Charge of \$6.26 to be added to the Maintenance Charge set forth in subparagraphs a and b above.

2. BOOKING FEE

- a. The booking fee shall be based on whether, or not the City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2023, and for the remainder of the calendar year 2023 will be initially set as follows:
 - i. The **Base Booking Fee** shall be **\$178.67**. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **40.86%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.
 - ii. The **Standard Booking Fee** shall be **\$262.25**. This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.
- b. If the City has a court order on file as of the Effective Date, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in 2024, the City must either provide a court order not later than July 1, 2023, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

The Booking Fee shall be inflated in 2023 as described in section 5 below.

3. SURCHARGES

In addition to payment of the Maintenance Charge and the Booking Fees, the City shall pay Surcharges associated with services provided to City Inmates as described below. The types of services provided to an Inmate associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-1.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from the January 1, 2023, through December 31, 2023, and shall be inflated for 2024 as described in Section 5 below.

- a. **Infirmiry Care.** For Medical Inmates, the City shall pay an Infirmiry Care Surcharge of **\$388.99** for each Surcharge Day.

- b. **Non-Acute Psychiatric Care.** For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **\$119.26** for each Surcharge Day.
- c. **Acute Psychiatric Care.** For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **\$304.51.** for each Surcharge Day.
 - i. The **Acute Psychiatric Surcharge** for each Surcharge Day shall be **\$304.51.**
 - ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$119.26** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$423.77.**
- d. **1:1 Guarding Surcharge.** The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Inmate. The Surcharge shall be **\$87.28** per guard *for each hour* or portion thereof, and as further described in Attachment III-1.
- e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which an Inmate receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the twenty-four (24)-hour period for a single inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same twenty-four (24)-hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if an Inmate is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the twenty-four (24)-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Inmate.

5. INFLATORS AND RE-SETS OF FEES CHARGES, AND SURCHARGES

- a. Inflators. Effective January 1, 2023, all fees, charges, and surcharges, excluding: (1) Offsite Medical Care Charges and, (2) the Capital Expenditure Charge components of the Maintenance Charge, shall be inflated by the percentage rates described below.

Non-Medical Charges: the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 1.5% but shall in no event be lower than 1.5%:

- i. Maintenance Charge
- ii. Booking Fee
- iii. Acute Psychiatric Housing Surcharge
- iv. 1:1 Guarding

Medical Charges: The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus three (3) percent, but shall in no event be lower than three (3) percent:

Interlocal Agreement: Jail Services – City of Redmond

-
- i. Infirmiry Care Surcharge
 - ii. Psychiatric Care Surcharge
- b. Final Fee, Charge and Surcharge Notice for Following Calendar Year. No later than August 15, the County will provide notice to the City of the final fees, charges and surcharges listed in this Subsection 5.a. reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.
- c. Inflation Re-sets. Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds eight (8) percent then, as part of the August 15, final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County’s reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the “Expected Inflation Rate”) is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

**Attachment III-1
Summary Description of Medical Cost Model Surcharges and Pass-Through Charges**

	Surcharge	Description
1.	1:1 Guarding	Cost to guard an inmate in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	Acute Psychiatric Care (two components) – billed by location	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or herself.
3.	Non-Acute Psychiatric Care (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	Infirmary Care	Costs for JHS Infirmary care, services listed on reverse.

	Pass-Through Charge	Description
5.	Off-Site Medical Charges	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: <ul style="list-style-type: none"> ❖ Hospital care ❖ Dialysis ❖ Cancer treatment (chemotherapy, radiation) ❖ Specialized transport to medical appointments (wheelchair bound inmates)

JHS Psychiatric Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ Psychiatric Treatment & Management ❖ Psychiatric Treatment Team Monitoring ❖ Medication Administration ❖ Mental Health Crisis Counseling ❖ Psychiatric Therapy Groups 	<p><i>Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i></p>

JHS Infirmery Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ 24-hour Skilled Nursing Care ❖ Daily Provider Rounds ❖ Treatment and Management of Complex Disease States ❖ Medication Administration ❖ Activities of Daily Living Assistance ❖ Alcohol Detoxification 	<p><i>Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmery. Examples include but are not limited to:</i></p> <ul style="list-style-type: none"> ❖ <i>Patients requiring medical detoxification/withdrawal management</i> ❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i> ❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i> ❖ <i>Individuals requiring IV therapy or with central lines in place;</i> ❖ <i>Individuals who are acutely ill, post-surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i> ❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i> <p><i>Inmates are formally admitted to infirmery care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmery occurs either at the time of release from jail or as the patient's condition improves and can be safely managed in general population housing. Some individuals remain in infirmery care for the duration of their incarceration.</i></p>



King County

Department of Adult and Juvenile Detention

Directors Office
500 Fifth Avenue
Seattle, WA 98104

August 30, 2022

City of Redmond,

This letter is to provide you with 2023 detention rates for housing your inmates in King County jail facilities. Rates were prepared pursuant to the Interlocal Agreement between the County and King County cities. Due to continued COVID-19 population restrictions, the Department of Adult and Juvenile Detention is again only employing basic annual inflation in 2023, rather than implementing a full cost reset.

In addition, the Jail Services Agreement between your jurisdiction and King County is set to expire at the end of 2022. For 2023, we will be offering a two-year contract which will be substantially like our current contract.

Today, we are providing forecasted 2023 jail rates. While our council will have final approval of our rates, we are optimistic the figures below will not be substantially different, if at all. Once we have final approval from the council, we will reach back out with both the rates and a contract for your leadership to sign. The rates being proposed, and the methodology follows our current Jail Services Agreement with your agency.

Rates effective January 1, 2023, through December 31, 2023

The Exhibit III Calculation of Fees, Charges and Surcharges, in the Interlocal Agreement specifies the fees, charges and surcharges as well as the Offsite Medical Charges, the City shall pay. Also, Exhibit III c., i., denotes that King County will increase the Maintenance charge to capture the cost of capital expenditures that benefit jail operations. In 2023, the debt service for the Courthouse Seismic Stabilization Project (CSSP) is \$1.05 and the debt service for the Integrated Security Project (ISP) is \$5.21. For the period of January 2023 through December 2023, the rates are as follows:

Other Cities	2022 Base Rate ¹	Annual Increase ²	CPI W ²	Base Rate before Debt Svc.	CSSP ³	ISP ³	2023 Final Rate
Daily Maint	\$ 225.80	1.50%	9.50%	\$ 250.64	\$ 1.05	\$ 5.21	\$ 256.90
Booking - Standard	\$ 236.26	1.50%	9.50%	\$ 262.25			\$ 262.25
Booking - Reduced	\$ 160.96	1.50%	9.50%	\$ 178.67			\$ 178.67
Acute Psych Housing ⁴	\$ 274.33	1.50%	9.50%	\$ 304.51			\$ 304.51
Psych Other ⁴	\$ 106.01	3.00%	9.50%	\$ 119.26			\$ 119.26
Infirmery	\$ 345.77	3.00%	9.50%	\$ 388.99			\$ 388.99
1 on 1 Guarding Hrly	\$ 78.63	1.50%	9.50%	\$ 87.28			\$ 87.28

¹ Prior years base rate, before the inclusion of the CSSP and ISP fees.

² Exhibit III Section 7 Inflation and Re-Sets of Fees and Charges.

³ Exhibit III Section 1. C, Capital Expenditures included in Daily Maintenance charges. CSSP = Courthouse Seismic Stabilization Project, ISP =

⁴ Exhibit III Section 3 c. Acute Psychiatric Care (Psych Unit) is comprised of the Acute Psychiatric Housing Surcharge and the Psych Other Surcharge.

Please call me (206-477-2339) if you have any questions regarding the rates.

Sincerely,

Steve Larsen
DAJD Chief of Administration



Memorandum

Date: 11/1/2022
Meeting of: City Council

File No. AM No. 22-161
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	Sheryl Mullen	Police Support Services Manager
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TITLE:

Approval of the Interlocal Agreement (ILA) between the City of Redmond and the City of Duvall for Dispatch Services

OVERVIEW STATEMENT:

Interlocal Agreement (ILA) between City of Redmond and City of Duvall for 911 call taking services, dispatch services, and Spillman server storage costs.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval is required for Interlocal Agreements.
- **Council Request:**
N/A
- **Other Key Facts:**
The City of Redmond has provided emergency communications services to the City of Duvall since the late 1990s. The most recent ILA expires 12/31/2022. This version has been reviewed by legal/Jim Haney.

OUTCOMES:

The City of Redmond will provide this service to the City of Duvall in an effort to ensure a consistent level of service with a neighboring department.

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:

Accounts receivable: \$126,000.00 in 2023 and \$131,040.00 in 2024 for emergency dispatching services.
Accounts receivable: \$2,400.00 in 2023 and \$2,520.00 in 2024 for costs associated with available server space.

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:

Income for the City of Redmond from the City of Duvall

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/18/2022	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The current ILA expires 12/31/2022. The City of Duvall requires an executed agreement to pay for costs associated with dispatch services beginning 1/1/2023.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving this ILA would prevent the City of Duvall from receiving the services from the City of Redmond and would impact the timeline for budget and payment.

ATTACHMENTS:

Attachment A: Duvall Dispatch Services ILA 2023 2024

INTERLOCAL AGREEMENT

Dispatch Communications

This is an Agreement between the City of Redmond, a municipal corporation, hereinafter referred to as "Redmond", and the City of Duvall, a municipal corporation, hereinafter referred to as "Duvall"

RECITALS

- A. Duvall is located within King County, and Duvall has the authority and responsibility to provide police protection for the citizens of Duvall. Redmond has established and maintains a Police Department which routinely provides law enforcement services to the citizens of the City of Redmond, including without limitation communication functions inherent in the provision of law enforcement, hereinafter "communications law enforcement service".
- B. Redmond is capable of providing communications law enforcement services, within the corporate limits of Duvall. Duvall is desirous of obtaining communications law enforcement service from Redmond to assist in fulfilling its obligation to Duvall citizens pursuant to RCW 39.34.010 and 39.34.080.

In consideration for the promises set forth herein the parties agree as follows:

1. DUVALL'S RESPONSIBILITIES

- 1.1 Provide, maintain, and pay for such data transfer circuit(s) and equipment required to support connection and interface with the Redmond Police Computer Aided Dispatch (CAD) and Records Management System (RMS).
- 1.2 Provide, install, operate, maintain, and pay for Mobile Data Computer (MDC) systems for connection and interface with the Redmond MDC/CAD network server. MDC units with access to CAD may be added by Duvall upon agreement between the two parties, with Duvall bearing all costs associated with the increased number of units.
- 1.3 Pay for any costs associated with contracting with mobile data service providers to permit wireless data transfers from Duvall MDC equipment to the Redmond MDC/CAD network server.
- 1.4 Provide, operate and maintain its own radio equipment compatible with the King County Public Safety radio network or PSERN and operate on talk group(s) designated by Redmond.
- 1.5 Pay for any costs associated with its contract relationship to the Washington Crime Information Center (WACIC) and the ACCESS information system managed by the Washington State Patrol.
- 1.6 Have responsibility for all associated costs for equipment and software including any components, as defined by Redmond, required to access Duvall CAD data from a secure location within the Duvall Police Department.
- 1.7 Duvall personnel will log into the CAD system using their own unique username and password and will conform to the password policies of the Redmond Police Department.

- 1.8 Notify Redmond promptly of any changes in status of personnel.
- 1.9 Ensure that technical staff who work for or contact with the City of Duvall meet CJIS security standards and work in close cooperation and in concert with Redmond CAD administrators.
- 1.10 For a two year period, January 1, 2023 through December 31st, 2024 pay Redmond \$126,000.00 for the period January 1, 2023 through December 31st, 2023 and for the period of January 1, 2024 through December 31, 2024 pay Redmond \$131,040.00.
- 1.11 For a two year period, January 1, 2023 through December 31, 2024 pay Redmond \$2,400 for the period January 1, 2023 through December 31, 2023 and for the period of January 1, 2024 through January 31, 2024, pay Redmond \$2,520 for costs associated with available server space. This cost allows Duvall to store electronic copies of police reports in Spillman and use of storage space.
- 1.12 Make available to Redmond case records required to maintain NCIC record validation compliance.

2. REDMOND'S RESPONSIBILITIES

- 2.1 Provide communications law enforcement service within the geographical boundaries of Duvall, rendering such service of the same level, degree, and type as customarily provided in the City of Redmond as more definitively stated in Redmond Police Department Policy 801 (The Emergency Communications Center) and the Redmond Police Department Standardized Radio Operating Procedures, attached and incorporated by the reference, including, without limitation:
 - a. Answer telephone calls for the Duvall police service in the Redmond Police Department Communications/911 center.
 - b. Process and dispatch, via radio or MDC, calls for service to Duvall police units.
 - c. Provide general ACCESS, NCIC, and WACIC data and warrant services for Duvall. These services will be provided in compliance with applicable ACCESS, NCIC, and WACIC policy guidance.
 - d. Provide technical specifications and recommendations for the purchase and installation of MDC equipment and necessary software to permit connection with the Redmond CAD/MDC network.
 - e. Maintain equipment and database(s) associated with CAD.

3. TERM

- 3.1 This agreement is intended to renew a previous contract and is intended to be effective on January 1, 2023, for a term of two years (24 months). It may be terminated without cause only after sixty (60) days written notice received by one party, given to the other. This agreement may be terminated for cause, if corrective measures have not been commenced within ten (10) days after written notice, and substantially completed within thirty (30) days. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

4. RELATIONSHIP OF PARTIES

- 4.1 Both parties understand and agree that Redmond is acting hereunder as an independent contractor, with the intended following results:
- a. All Communications staff rendering service hereunder shall be for all purposes employees of Redmond, although they may from time to time act for the benefit of Duvall.
 - b. Control of Communications personnel, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Redmond.
 - c. Control of Partial and Fully Commissioned staff standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Redmond.
 - d. All liabilities for salaries, wages, other compensations benefits, injury, sickness, or retirement system contributions for Communications staff, and other partial and fully commissioned staff rendering services for this contract shall be provided by Redmond.

5. INDEMNITY

- 5.1 Redmond will protect, defend, indemnify, and save harmless Duvall, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of Redmond, its officers, employees, or agents. Redmond agrees that the obligation to indemnify, defend, and hold harmless Duvall and its agents and employees under this provision extends to any claim, demand, or cause of action brought by or on behalf of any employee of Redmond against Duvall, its officers, agents, or employees and includes any judgment, award, and cost arising therefrom, including attorneys' fees.
- 5.2 Duvall will protect, defend, indemnify, and save harmless Redmond, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of Duvall, its officers, employees, or agents. Duvall agrees that its obligations under this provision extend to any claim, demand, or cause of action brought by or on behalf of any employees of Duvall against Redmond, its officers, agents, or employees and includes any judgment, award, and cost arising therefrom, including attorneys' fees.

6. DISCRIMINATION

- 6.1 Redmond hereby certifies that it is an equal opportunity employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines contained in Revised Order 4 of the United States Department of Labor. Both parties agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, or disability. Both parties agree that they will take affirmative action to ensure that all employment actions are without regard to race, color, religion, sex, national origin, marital status, or disability.

7. NOTICES

7.1 All notices to the parties under terms of this Agreement, unless otherwise specified herein, or as may be amended, shall be in writing, addressed as follows:

DUVALL:

City of Duvall
Police Department
Chief Michael DeBock
P.O. Box 1300
Duvall, WA 98019

REDMOND:

City of Redmond
Police Department
Chief Darrell Lowe
P.O. Box 98073-9710
Redmond, WA 98073-9710

8. ENTIRE AGREEMENT/MODIFICATION

8.1 This Agreement is intended to express the entire agreement of the parties and may not be altered or modified in any way unless such modification is reduced to writing, signed by both parties, and affixed to this original agreement.

DATE: _____

DATE: _____

CITY OF DUVALL

CITY OF REDMOND

By: _____

By: _____

Its: _____

Its: _____

Approved as to form:

Approved as to form:

City Attorney

City Attorney

Exhibit A

GENERAL OPERATIONAL PROCEDURES for the delivery of law enforcement communications services by the City of Redmond to the City of Duvall.

INTRODUCTION:

The Redmond Police Communications/911 Center is a progressive customer service oriented organization designed to perform a myriad of communication and information functions rapidly and accurately. The volume, complexity, immediacy, and accuracy of the work performed requires standard operating procedures that are often specifically defined and uniform. In establishing procedures to provide Communications services for Duvall, a general rule has been followed:

Standard practices and procedures with Duvall may not vary from existing Redmond Communications procedures unless significant reasons dictate a variance.

These general rules should be applied to issues in dispute.

However, Redmond does recognize that providing high quality services to Duvall may necessitate some accommodation by Redmond in service delivery to satisfy service needs that are unique to Duvall policing.

A. RADIO USE, CALL RECEIVING, AND DISPATCHING

The Duvall Police Department will abide by the Redmond Police Department Policy 801 (The Emergency Communications Center) and the Redmond Police Department Standardized Radio Operating Guidelines.

The Redmond Police Communications/911 Center will answer Duvall Police telephone calls for police services in conjunction with the Redmond Police telephone calls for police services. The Duvall Police calls will receive the same screening and processing by all call receivers including entry in the Computer Aided Dispatch (CAD) system when appropriate.

The processed calls will be classified by incident nature and prioritized equally with Redmond calls according to the three call response classifications described in the Redmond Police Manual of Standards Communications 3000.

Upon the conclusion of any incident entered in CAD, Duvall Police officers will provide the Communications Center an appropriate clearing and disposition code as described in the Redmond Police Officers Reference guide.

The Redmond Communications/911 Center will perform audio log data searches and create recordings from the logging data recorders upon written request from the Duvall Police Department.

The Redmond Communications/911 Center reserves the right to refuse to perform audio searches/duplication services that may require extensive labor or are not warranted in the opinion of the Redmond Police Communications Supervisor.

B. DATA AND WARRANT SERVICES

General: Duvall Police Department maintains a signed agreement with the Washington Criminal Information Center (WACIC) to abide by the laws and regulations governing WACIC users.

Redmond will provide all WACIC services currently possessed by Redmond to Duvall Police Department consistent with the Redmond Communications/911 Center internal practices and policies governing the use of its facilities.

Periodic audits are conducted to insure the accuracy and validity of data in WACIC. Duvall Police Department must assist the auditing of Duvall Police Department's data entries.

Teletypes directed to Duvall Police Department and teletypes directed to all police departments will be transmitted to Duvall Police Department via radio, telephone, fax, or CAD.

1. Arrest Warrants:

Redmond will enter original arrest warrants from district or municipal courts with which Duvall contracts for court services into WACIC. Redmond has rigid procedures regarding the processing and computer entry of arrest warrants to minimize inappropriate arrests. Both parties will abide by the following procedures regarding computer-entry and service of district court warrants.

- a. Duvall Police Department will make arrangements to have the original warrants (hard copy or electronic) delivered to the Redmond Police Department through the Court system. The Redmond Police Department will screen the warrants and attachments for completeness and return incomplete warrants for correction. The Redmond Police Department will then enter the warrants into WACIC and maintain the original warrant (hard copy or electronic) in a location that is readily available for the purposes of confirmation and processing. Warrant entries into WACIC must be from original warrants, which are in the possession of the Redmond Communications/911 Center until served or recalled by the issuing court. At such time, the warrants will be returned to the court.
- b. The Duvall Police Department is responsible for notifying the Redmond Police Communications/911 Center immediately of known changes in the status of arrest warrants.

- c. District courts will place an expiration date on their warrants. The Redmond Communications/911 Center will periodically purge these warrants using the expiration date and will return the purged warrants to the court.
 - d. The Duvall Police Department is responsible for transporting persons arrested on warrants generated by activity within their jurisdiction.
 - e. If the Duvall Police Department elects to book a prisoner in jail, the Redmond Communications/911 Center must be immediately notified by radio to verify the warrant to determine its validity, and teletype or fax the agency booking the prisoner the contents of the warrant. Duvall Police Department must immediately advise the Redmond Police Communications/911 Center by phone of incidents when a warrant is served. The Redmond Communications/911 Center will then clear the WACIC entry.
 - f. To preclude re-arrests on the same warrant, the Redmond Police Department strongly urges the Duvall Police Department not to make copies of arrest warrants for themselves, release copies to other police agencies, or permit file copies to leave their station facility. The Duvall Police Department is responsible for all outstanding copied warrants they produce and erroneous arrests or re-arrests as a consequence of copied warrants.
2. Stolen Vehicles:
Immediately after completing a Vehicle Theft Report, signed by the victim, Duvall Police Department will forward the theft information by radio or phone to the Redmond Communications/911 Center. A call receiver will issue a police report case number and make the appropriate WACIC data entry. A copy of the Vehicle Theft Report will be maintained by the Duvall Police Department and be readily available to the Redmond Communications/911 Center for verification and NCIC validations purposes. The Duvall Police Department must immediately report to the Redmond Communications/911 Center recoveries of all stolen vehicles and maintain a copy of the recovery report at the Duvall Police Station with the appropriate case number. The Redmond Communications/911 Center will make the proper notifications and arrangements with the originating agency at the time of recovery.
3. Vehicle Impound:
The Redmond Communications/911 Center will enter into the CAD Tow log, Duvall Police Department's temporary impounds, private impounds, and repossessed vehicles. Abandoned vehicles and police impounds will be entered into WACIC as required.
4. Stolen Property:
The Redmond Police Department enters stolen property information into WACIC for Duvall Police and follows the following guidelines:
- a. The Duvall Police Department requests stolen property data entry by Redmond Communications/911 via telephone.
 - b. The Duvall Police Department is responsible for notifying the Redmond Communications/911 Center of recovered stolen property to coordinate timely removal of the WACIC stolen property entry.

5. Missing Person/Juvenile Runaways:

The Redmond Communications/911 Center will enter Duvall Police Department's Missing Persons and Juvenile Runaways into WACIC and NCIC as required. Duvall Police Department will be responsible for any and all follow up on runaway entries to determine changes in status. They will be required to notify the Redmond Communications/911 Center immediately of any changes (i.e., runaway is back home, etc.).

After receiving a police report case number, Duvall Police Department will telephone the Redmond Communications/911 Center and provide sufficient information to enter missing persons and runaway juveniles into WACIC. The call receiver will make the appropriate WACIC entry. A copy of the case report will be maintained at the Duvall Police Department.

6. Additional Services Provided by the Redmond Police Department:

Any additional requests for communications related support or data requests will be considered when requested and appropriate cost determined.



Memorandum

Date: 11/1/2022
Meeting of: City Council

File No. AM No. 22-162
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	Julie Beard	Operations Lieutenant
Police	Brian Coats	Operations Captain

TITLE:

Approval of the 2022 Rate Amendment to the 2020 South Correctional Entity (SCORE) Interlocal Agreement for Inmate Housing

OVERVIEW STATEMENT:

The City of Redmond is required to provide for housing for inmates detained on City misdemeanor charges. The City currently contracts with South Correctional Entity (SCORE), located in Des Moines, to provide these jail services. This Amendment to the 2020 SCORE ILA for Inmate Housing contains a rate increase of five (5) percent over 2022 rates for guaranteed and non-guaranteed inmate beds.

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 required by law to house misdemeanants under RCW 39.34.180 (Criminal Justice Responsibilities - Interlocal Agreements - Termination).
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

In 2022, the City pays for, and SCORE guarantees the City ten (10) beds per day. We guaranteed fifteen (15) beds per day in 2020, and twelve (12) beds per day in 2021. 2022 rates have increased five (5) percent. A \$35 booking fee has increased to \$50 as well. Maintaining this level of ten (10) guaranteed beds aligns with projected needs.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
This amendment is effective January 1, 2023
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

2022 total estimated cost for SCORE Services is \$668,096.

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:

The 2023 budget for SCORE Services is \$1,000,000.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/18/2022	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

This Interlocal Agreement Amendment takes effect on January 1, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

This 2023 SCORE ILA Amendment guarantees the City will have jail beds and services for detained inmates in 2023. If not signed, the City would need to immediately explore other options for jail services; these options are limited and could come at a greater expense or decreased services.

ATTACHMENTS:

- Attachment A: SCORE Jail Services Brochure
- Attachment B: SCORE Agreement for Inmate Housing 2023
- Attachment C: SCORE Amendment to Original Agreement for Inmate Housing 2023
- Attachment D: 2023 Rate Increase Letter to Chief Lowe
- Attachment E: 2023 Detailed Rate Increase Letter to Lt. Fuller



OVERVIEW

SCORE and its six Owner Cities comprised of Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila are committed to providing efficient and effective jail services.

SCORE has contracted with national and local community service providers who lead the industry in medical, mental health, and individual programs. Our service providers specialize in meeting specific needs of an incarcerated population. Individuals at SCORE have the opportunity to connect with more than fifty organizations in the region.

JAIL SERVICES

Booking Services

Booking including fingerprinting, medical screening, intake questionnaire, and securing of personal property.

In-Custody Escorts

Custody escorts individuals to video court hearings and medical appointments.

Video Court

Video Court allows individuals to appear in court without being transported outside the facility. This reduces transportation costs and reduces the security risk associated with transporting individuals outside the secure facility.

Court Borrows

SCORE facilitates access to individuals for multiple court appearances during an individuals' stay.

Medical Services

SCORE provides in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

Specialized Housing

Dedicated living units specializing in:

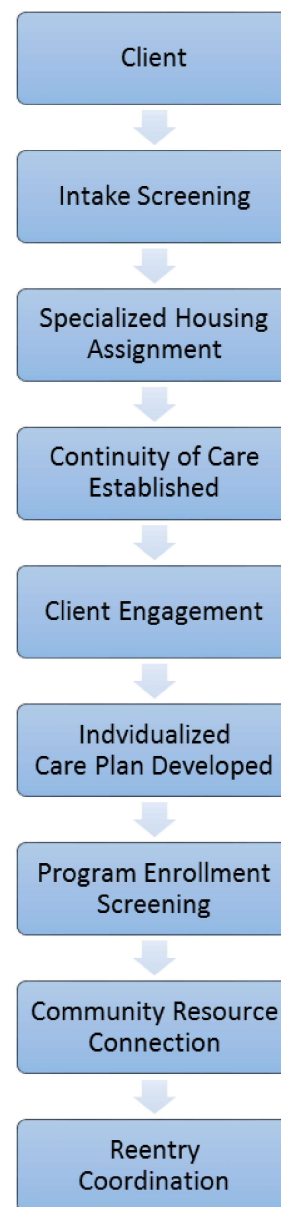
- Medical - Acute
- Mental Health - Residential
- Mental Health - Acute

Hospital Security

Custody Escort in a hospital setting.

WHOLE PERSON CARE PLAN

SCORE offers individualized care with a variety of on-site medical services in a secure setting. SCORE contracts with a national correctional medical service provider, to support a 24-Hour medical staff. SCORE has access to 24-hour on-call medical doctors or nurse practitioner.



MEDICAL STAFFING OVERVIEW

- National Correctional Medical Service Provider
- 24/7 Nursing Care
- Health Services Administrator
- Director of Nursing
- Director of Mental Health
- Medical Doctor
- Medical ARNP
- Psychiatric ARNP
- (4) Masters level Mental Health Professionals
- Dentist
- Dental Assistant
- Sick Call Nurse
- Licensed Practical Nurses – All shifts
- Registered Nurses - All shifts

INITIAL ASSESSMENTS

All individuals receive screenings at intake that include a receiving screening, health assessment, mental health screening, and Tuberculosis screening. All individuals receive each of these screenings before entering the general population. SCORE's medical service provider utilizes an electronic health records system which makes providing care more efficient.

DENTAL HEALTH

Dental services are provided for all individuals. This service keeps costs down by not having to transport individuals to the dentist for routine dental care. SCORE also provides:

- Dental education video to all individuals (Produced by Highline College)
- Extractions if necessary
- Fillings temporary and permanent
- Annual cleaning for individuals staying over one year.

MEDICAL CLINIC - SICK CALL

SCORE provides sick call services for further evaluation of individuals with non-emergent medical needs. Preventative treatment plans are also developed.

X-RAY SERVICES

SCORE provides medical x-ray services to all individuals. This reduces transportation and security costs associated with outside medical trips to hospitals or clinics for x-rays. X-Rays are taken on site and evaluated by a technician contracted by SCORE's medical services provider.

VACCINATIONS

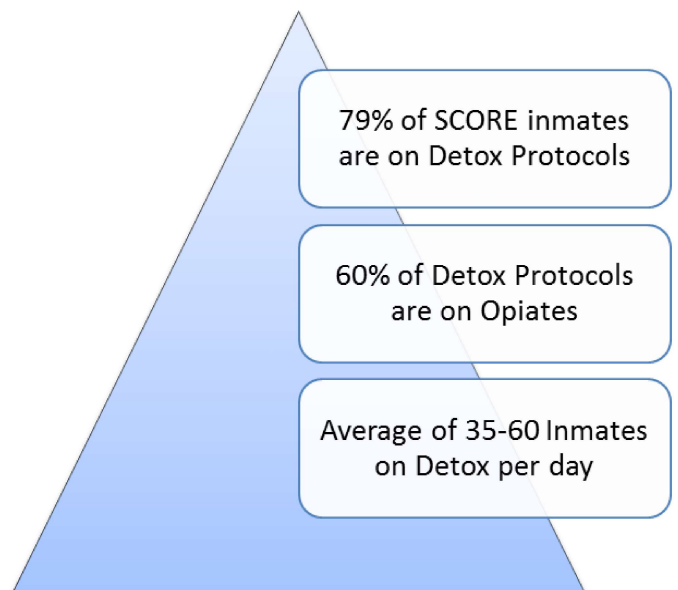
Flu shots

Hepatitis A

Hepatitis B

COVID-19

Vaccinations are provided for all chronic care individuals for the prevention of complications with illnesses. This is provided free of charge to all agencies and is covered by our medical provider contract.





DETOX MONITORING

SCORE's health services provider monitors all patients that test positive for drug and alcohol use. SCORE's medical service provider uses the following protocols:

Clinical Opiate Withdrawal Scale

- **COWS (Opioids):** Assessed by medical staff several times daily. Individuals will be housed in medical if medication detox protocols (Subutex) is initiated. Once stable they will return to general housing.

Clinical Institute Withdrawal Assessment

- **CIWA - A (Alcohol):** Medication provided for medically qualifying individual for advanced care for medical detox from alcohol for potential Delirium Tremens. Housed in medical for 72 hours.
- **CIWA - B (Benzodiazepines):** Medication provided for medically qualifying individual for advanced care for medical detox from Benzodiazepines.

MEDICATION ASSISTED TREATMENT PROGRAMS

Methadone

- SCORE's medical services provider provides continued treatment for individuals enrolled in an outside Methadone program. SCORE averages approximately 15-20 individuals per day. Enrollment is confirmed by medical documentation brought in by the individual or verification from medical staff.
- Courtesy dosing is provided by off-site contract service providers once medication is verified.
- Pregnant women who state or test positive for opioids have treatment initiated at SCORE and are enrolled with Swedish Ballard.
- SCORE has had pregnant women entering the treatment program and staying at least one week.
- Psychosocial and physical assessments are completed on-site and initial dose established at SCORE.

Buprenorphine

- Monitored by medical staff.
- Individuals with a COWS score of 9 or higher are initiated on a 5-day taper of Buprenorphine.
- Buprenorphine continuation is offered to those currently enrolled in an outside program.
- Treatment continuation is confirmed by medical documentation brought in by the individual or by verification from medical staff.
- Treatment programs will be re-initiated if the individual has been enrolled in a community treatment program within the last 6 months.
- Individual must be clean for 72 hours.
- Courtesy dosing is provided by onsite medical staff once medication is verified.

Vivitrol

- SCORE medical service provider offers Vivitrol as a drug treatment option.
- First dose in-house by medical staff. Must meet criteria for initiation. SCORE coordinates offsite provider appointment for subsequent dosing.
- Medication effective for approximately 30 days.
- Funded by Vivitrol manufacturer.

Addiction Education

Overdose Prevention Classes Include:

- Narcan as a preventative measure
- Treatment education
- Informational handouts on various programs



MENTAL HEALTH SERVICES

SCORE offers a clinical and administrative mental health team that works closely with local mental health agencies to effectively manage individuals and plan for their care after release.

SCORE's mental health program is built on a foundation of quality staff that focus on:

- Proactive identification of persons with suicidal or behavioral health issues through comprehensive mental health screenings,
- Stabilization,
- Continued monitoring,
- Rapid crisis intervention,
- Effective programming,
- Constant, clear and effective communication with facility security leadership and staff, and
- Collaboration with community mental health providers at discharge.

SCORE medical services uses corrections-specific electronic health records system, which allows medical professionals to electronically flag an individual's health record if his/her responses during intake indicate the need for additional mental healthcare. This means that SCORE's health services staff can identify individuals with suicidal tendencies, as well as acute and chronic behavioral health issues rapidly.

Information entered in electronic health records system alerts the clinical staff to take action, such as:

- Contacting custody about an issue and/or
- Placing an individual on suicide precautions and/or
- Assigning special housing

MASTERS LEVEL MENTAL HEALTH SERVICES

- Mental Health Screenings
- Psychiatric Mental Health Nurse Practitioner (PMHNP) assessment for all diagnosis Mental Health (MH) patients, with continuation of medication.
- PMHNP Assessment for patient needing to be prescribed Mental Health Medication Initiation.
- SCORE offers these therapeutic groups in the Mental

Health Units: Dialectical Behavior Therapy, Seeking Safety and Aggression Replacement Therapy.

- All the Mental Health Professionals (MHPs) provide milieu groups in all 3 Mental Health Units, providing case management, release planning, and recreational activities.
- The Mental Health Director, working with SCORE and King County, has started a High Utilizer Group that includes community providers, first responders and hospitals.
- The team continues to work with any community provider that wants to engage with clients that are incarcerated at SCORE.
- Mental Health monitoring if needed.
- Suicide Watch monitoring in medical housing.

ON-SITE COMPETENCY EVALUATIONS

SCORE partners with Western State Hospital to provide a Forensic Psychologist on site to perform competency evaluations. SCORE's average wait time for evaluations is 3 days which significantly reduces the costs to all agencies by reducing length of stay thereby reducing billable days as a direct result. Other jails length of wait time for competency evaluations is often approximately 30 to 90 days.

MENTAL HEALTH PARTNERSHIPS

Various mental health agencies access SCORE regularly to provide a wide variety of mental health services. SCORE provides case managers' access to their clients to continue the care or provide release planning while they are incarcerated.

These agencies provide access to inpatient/outpatient treatment and assist the individuals with navigating the healthcare system.

Two of the five managed care organizations provide release planning for their membership through one-on-one interviews, telephone, or video interviews.

Public Health - Seattle & King County Health Public Health Educators provides health education classes to the individuals on various topics.



ON-SITE PATIENT REFERRALS, TREATMENT & CARE

- Sound Mental Health
- Valley Cities Counseling
- REACH - Behavioral Health
- CReW - Counseling, Recovery and Wellness Program
- Seattle Indian Health Board
- Cowlitz Indian Tribe Mental Health
- Muckleshoot Behavioral Health Program
- START - Dual diagnosis/Case Management/Housing
- HEN - Housing and Essential Needs
- LINC - Mental Health Diversion
- Familiar Faces - Continuing Care Services
- Evergreen Treatment Service - Vivitrol, Methadone, Suboxone Treatment
- Criminal Justice Initiative - Early Release to In-Patient Treatment

OFF-SITE PATIENT REFERRALS, TREATMENT & CARE

- Swedish Ballard Treatment Center - Opioid treatment for pregnant females
- Muckleshoot Child & Family Services
- NAVOS
- Transitional Resources
- Community Psychiatric Clinic
- DESC - Behavioral Health
- Youth and Family Services
- Consejo Counseling
- Greater Lakes Mental Healthcare
- Northwest Psychiatry

ADDITIONAL PROGRAM CONNECTIONS

- Rebuilding Hope Sexual Assault Center
- Lakeside Milam - Treatment
- Lifelong Alliance - HIV Management
- FISH Program - Forensic Intensive Supported Housing
- EDIE - Emergency Department Information Exchange - Cross Agency Continuation of Care
- United Health Care - Women's Health Classes
- King County Public Health - Family Planning
- Familiar Faces - Continuity of Care

INTEGRATED STATE PROGRAMS AT SCORE

- WA State DSHS - Food Stamps/Housing Essential Needs
- DSHS - AppleCare
- Western State Hospital - Forensic Psychiatrist On-Site Competency Evaluations
- King County - DCR Involuntary Hospitalization
- Department of Veterans Affairs State and Federal - Release Planning
- Department of Corrections - Opioid Treatment and Diversion
- King County Mental Health BHO - Continuity of Care
- King County Reentry - Various Programs
- King County Crisis and Commitment Services - Diversion & Release Planning

RELIGIOUS CONNECTIONS

Various religious representatives access SCORE regularly and provide a variety of religious services.

EDUCATION PARTNERSHIPS

- Highline College
- South Seattle College

MEMBER - WA STATE OPIOID TREATMENT NETWORK

SCORE is a sub-recipient of a \$7.6 million federal grant awarded to the WA Health Care Authority to provide Medication Assisted Treatment as part of the WA State Opioid Treatment Network

- SCORE MAT Program Funding

LIBRARY SYSTEM

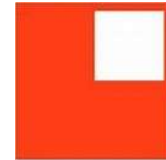
SCORE offers a dedicated volunteer run library system with weekly book rotations and opportunities to make special requests.



DLR GROUP RECEIVES "CITATION AWARD" FOR SCORE'S ARCHITECTURAL DESIGN

In 2014, the American Institute of Architects Washington Council honored DLR Group at its Civic Design Awards. To be eligible, projects must either be designed by architects from Washington or be located in this state. Projects were judged on design, utility, economy, environmental harmony, sustainability, accessibility, aesthetic delight, creativity, craftsmanship and innovation.

DLR Group®



"It is clear to us that the design team moved the client to rethink security control, which we thought was done in very humane and efficient ways." - AIA Jury

SCORE EARNS NATIONAL ACCREDITATION FROM THE NATIONAL COMMISSION ON HEALTH CARE (NCCHC)

SCORE is one of approximately 250 jails in the United States to earn the NCCHC accreditation and only 8% of jails are nationally accredited. When it comes to delivering quality care in correctional settings, the NCCHC *Standards* provide the framework to ensure that systems, policies and procedures are in place to produce the best outcomes in the most cost-efficient and effective manner.



Developed by leading experts in the fields of health, law and corrections, the *Standards* are our recommendations for managing the delivery of medical and mental health care in correctional systems. These essential resources have guided the field toward continual improvement of care for the incarcerated, strengthening organizational effectiveness and reducing the risk of adverse legal judgments. The *Standards* are also the foundation of NCCHC's accreditation program.

SCORE RECEIVES 100% ON PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE

In 2015, SCORE completed the agency's first PREA (Prison Rape Elimination Act) audit, demonstrating 100% compliance on all forty-one applicable PREA Standards for Adult Detention facilities. Standards included an audit on agency policies that included prevention planning, response planning, training and education, screening for risk of sexual victimization and abusiveness, reporting, official response following report, investigations, discipline, medical and mental health care, data collection and review.





SCORE CORRECTIONS OFFICERS EARN NATIONAL JAIL CERTIFICATIONS

SCORE Corrections Officers have received the national designation of Certified Jail Officer (CJO) and Certified Jail Manager (CJM) by the authority of the American Jail Association through the Jail Manager Certification Commission (JMCC). The CJO Program provides jail officers with an opportunity to demonstrate their knowledge, skills and abilities as well as their commitment to the corrections profession on a national level. The CJM certification process focusing specifically on the individual providing documented evidence to the public that the individual has been examined by an independent professional organization and found to possess current competency in his/her field. Currently, SCORE has fifteen Certified Jail Officers and two Certified Jail Managers.

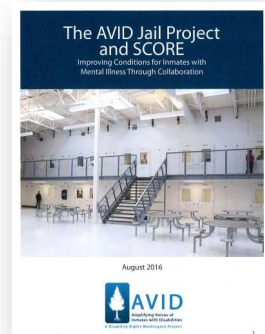


DISABILITY RIGHTS WASHINGTON CONCLUDES SCORE JAIL STUDY

In August 2015, Disability Rights Washington's (DRW) started monitoring SCORE in an effort to make improvements in the lives of individuals with disabilities. In August 2017, DRW published a report regarding the cooperative relationship between DRW and SCORE and the positive changes that have been made for individuals with disabilities which demonstrated a path forward for all Washington jails. Based on DRW's monitoring of visits and the review of records, DRW decided to end their active work at the jail. They recognized SCORE's genuine dedication to meeting the needs of individuals with mental illness and shared their appreciation for the willingness to work with DRW legal team over a two year span.

After receiving positive feedback about mental health programming at the jail, DRW confirmed that individuals are receiving psychiatric evaluation and medication in a timely fashion. Mental health staff are generally providing individualized treatment plans and regular follow up for individuals who have serious mental illness. SCORE is proactively engaging with community service providers to improve programming, coordination of care, and re-entry planning.

Source: Disability Rights Washington



SCORE JAIL EARNS FIRST JAIL REACCREDITATION BY THE WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS (WASPC)

In November 2020, The South Correctional Entity (SCORE) earned re-accreditation by the Washington Association of Sheriffs and Police Chiefs (WASPC) demonstrating SCORE's compliance with more than 170 correctional standards. SCORE is committed to operating safely, professionally, humanely and in compliance with the highest professional standards. With a mission to protect the public by providing secure and humane housing of individuals. SCORE, within its control, strives to provide the best correctional services within Washington State. Among other important law enforcement tasks, accreditation demonstrates administrative and operational effectiveness, fair recruitment and employment practices, best practices in records management, improved use of technology, health and safety, training, codes of conduct and prisoner security.





VIRTUAL COURT SOLUTIONS

SCORE has been utilizing video technology since 2011 and understands the critical nature of reliable video court technology in today's times.

Recently, COVID-19 has required SCORE and owner and contract agency courts to look at alternate technologies in order to facilitate "contactless" court proceedings from multiple remote locations.

SCORE supports court operations with the following video conference platforms for agencies with Interlocal agreements for inmate housing at SCORE:

- Zoom
- WebEx
- GoToMeeting
- Microsoft Teams
- Pragmatic Unified Meeting X (UMX)



VIDEO COURT SERVICES INCLUDE

- Electronic document signatures
- Scan to email
- Pre-load court form options
- Remote printing



GoToMeeting

BANDWIDTH REQUIREMENTS

Bandwidth use is an integral part of the quality of service between agencies. Sufficient bandwidth must be in place to carry the expected real time traffic.

TECHNOLOGY COORDINATION

For testing and license requirements please contact:

servicedesk@scorejail.org



AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this "Amendment"), dated _____, 2022, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and _____, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated _____, as previously amended (the "Original Agreement") pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the "SCORE Facility"); and

WHEREAS, the Parties now desire to amend and restate the Original Agreement (as amended by this Amendment, the "Agreement") with regard to terms related to release of inmates who have not had a probable cause determination as provided herein;

Section 1. Definitions. Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

(1) **Amendment to Release Provisions.** Section 5(E) (Transportation, Booking, Classification, Discipline and Release Procedures) of the Original Agreement is hereby amended and restated as follows:

...

E. **Release.** Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees for transportation outside of King County, if any, are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

(2) **Amendment to Hold Harmless, Defense, and Indemnification Provisions.** Section 16 (Hold Harmless, Defense and Indemnification) of the Original Agreement is hereby amended and restated as follows:

Section 16. Hold Harmless, Defense, and Indemnification. SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

Section 3. Entire Agreement. Except as hereby amended and restated by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 4. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 5. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 6. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

Signature

Signature

Printed Name – Title

Printed Name – Title

ATTEST:

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention:
Email:
Telephone:
Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:
Name:
Title:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:
Name:
Title:

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

(Amending Exhibit A: Fees and Charges and Services)

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this “Amendment”), dated _____, 2022, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“SCORE”) and _____, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the “Contract Agency” together with SCORE, the “Parties” or individually a “Party”).

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated _____, as amended and as may be further amended from time to time (the “Original Agreement”) pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the “SCORE Facility”); and

WHEREAS, the Parties now desire to amend Exhibit A to the Original Agreement (as amended by this Amendment, the “Agreement”) with regard to fees and charges for such services as provided herein;

Section 1. Definitions. Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

(1) **Amendment to Exhibit A.** Daily Housing Rates, Daily Rate Surcharges, Booking Fee and Transport Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

Daily Housing Rates

General Population – Guaranteed Beds	\$138.43	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$199.00	

Daily Rate Surcharges:

Mental Health – Residential Beds	\$159.00
Medical – Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

Booking Fee \$50.00

Transport/Security Fee \$75.00/hr

Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges and services will be annually adjusted each January 1st.

Section 3. Effective Date of Amendment. The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2023 at 12:01 a.m.

Section 4. Entire Agreement. Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 5. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 6. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 7. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

Signature

Signature

ATTEST:

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention:
Email:
Telephone:
Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:

Name:

Title:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:

Name:

Title:



SOUTH CORRECTIONAL ENTITY

Serving the Cities of: Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila

Sent Electronically – July 28, 2022

July 28, 2022

Chief Darrell Lowe
City of Redmond Police Department
PO Box 97010
Redmond, WA 98073-9710

Dear Chief Darrell Lowe:

Attached you will find two amendments:

- 1) SCORE's daily rates for guaranteed and non-guaranteed beds, effective January 1, 2023. For continued services in 2023, please sign and return the contract amendment by October 31, 2022.

SCORE 's Administrative Board adopted a daily bed rate increase of 5% and increased the booking fee to \$50.00. SCORE will also be charging, on a monthly basis, the Non-Guaranteed Rate for any beds that exceed the use of guaranteed beds. SCORE surcharges for specialty beds remain the same. The hourly rate for transports/hospital security was increased to \$75.00/hr.

These rate increases better support the increasing costs of providing 24-hour medical coverage and mental health services. Approximately 90% of SCORE's population requires either medical or mental health services while in custody.

- 2) SCORE's amended and restated Housing Agreement, effective immediately, regarding probable cause determination in Section 5 (E) Transportation, Booking, Classification, Discipline and Release Procedures. Please sign and return the restated Housing Agreement Amendment.

Please contact me if you have any questions. I can be reached either via email or phone at dschrum@scorejail.org or 206-257-6262.

Sincerely,

Devon Schrum, Executive Director
South Correctional Entity (SCORE)
Mission: to provide the highest quality public safety services to those we serve.

Enclosures



SOUTH CORRECTIONAL ENTITY

Serving the Cities of: Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila

Sent Electronically – June 30, 2022

June 30, 2022

Lieutenant Martin Fuller
City of Redmond Police Department
PO Box 97010
Redmond, WA 98073-9710

Dear Lieutenant Martin Fuller:

I would like to take this opportunity to introduce myself and thank you for trusting SCORE to serve as your misdemeanor jail. I began serving SCORE as the Executive Director in August of 2018; with over 26 years of experience in corrections, I can assure you that running a safe and humane jail is my top priority. Included in this letter is information regarding comprehensive jail services offered as part of our housing contracts.

Background

SCORE strives to provide the highest quality jail services and has earned, for a third time, accreditation with the National Commission of Correctional Health Care. In 2016, SCORE was the first jail accredited by the Washington Association of Sheriffs' and Police Chiefs and was re-accredited in 2020.

SCORE provides a comprehensive Medication for Opioid Use Disorder (MOUD) Treatment program. We have several grants that allows us to serve a greater number of participants while also offering continuity of care through our community partners upon release. I am pleased to share with you that we've been named a national mentor site for MOUD programs from the Bureau of Justice Assistance.

2023 Bed Rates

SCORE's Mission is "to provide the highest quality public safety services to those we serve." On May 25, the SCORE Administrative Board adopted a daily bed rate increase of 5% and increased the booking fee to \$50.00. SCORE will also be charging , on a monthly basis, the Non-Guaranteed Rate for any beds that exceed the use of guaranteed beds. SCORE surcharges for specialty beds remain the same. The hourly rate for transports/hospital security was increased to \$75.00/hr.

This letter will serve as notification of SCORE's rate increase for 2023.

<u>Booking Fee:</u>	\$50.00
<u>Transports/Hospital Security:</u>	\$75.00/hr
<u>Daily Housing Rates:</u>	
General Population – Guaranteed Beds	\$138.43
General Population – Non-Guaranteed Beds	\$199.00
<u>Daily Rate Surcharges:</u>	
Mental Health – Residential Beds	\$159.00
Medical – Acute Beds	\$217.00
Mental Health - Acute Beds	\$278.00

Mental Health - Residential Beds means inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE’s Mental Health - Residential Unit.

Medical – Acute Beds means an inmate is clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE’s medical clinic.

Mental Health – Acute Beds means an inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE’s Mental Health - Acute Unit.

Brief contract amendments will be sent out in July with updated language regarding probable cause determinations.

Please contact me if you have any questions. I can be reached either via email or phone at dschrum@scorejail.org or 206-257-6262.

Sincerely,

Devon Schrum
Executive Director

Enclosures



Memorandum

Date: 11/1/2022
Meeting of: City Council

File No. AM No. 22-163
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	Brian Coats	Operations Captain
Police	Rena Thompson	Department Administrative Coordinator

TITLE:

Acceptance of a Department of Justice Patrick Leahy Bullet Proof Vest Partnership Grant in the Amount of \$28,187

OVERVIEW STATEMENT:

The Patrick Leahy Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice (DOJ) initiative designed to provide a critical resource to state and local law enforcement. The police department began receiving funds from this grant in 1999 to off-set the cost of vest issuance and replacement. Bulletproof vests are now more commonly referred to as ballistic vests or body armor.

Each year, the Police Department submits a forecast report to the DOJ grant program, estimating the approximate number of new and replacement vests for the year. The estimate is based on the five-year life cycle of the vests and the addition of new officers. This year, the department projected a need to purchase approximately 50 new and replacement vests. The DOJ BVP Grant allotted a reimbursement to the city in the amount of \$28,187.10 for 2022.

The department is seeking Council’s approval to accept this annual grant award.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A

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

OUTCOMES:

Per department policy, officers are required to wear body armor whenever they can reasonably be expected to take enforcement action. Body armor, when used in conjunction with prescribed officer safety procedures reduces the likelihood of officers being killed or seriously injured.

The department ensures that all new officers are issued form fitting, agency approved body armor. The department's training unit maintains a replacement schedule for every officer's assigned vest as each vest expires five years from issuance. Replacement vests are also purchased whenever the body armor becomes worn or damaged to the point its effectiveness or functionality has been compromised.

In 2022, the projected cost to purchase a new or replacement vest is \$1,473 each.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Funding for 2022 was announced on September 21, 2022
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

The projected cost of the vests for this fiscal year is approximately \$56,374.20.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):

Department of Justice Patrick Leahy Bullet Proof Vest Partnership Grant

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/18/2022	Committee of the Whole - Public Safety and Human Services	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:

The Police Department will be responsible for the full cost of the bullet proof vests.

ATTACHMENTS:

None



Memorandum

Date: 11/1/2022
Meeting of: City Council

File No. AM No. 22-164
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	Tim Gately	Captain
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TITLE:

Approval of the 2022-2023 School Resource Officer Agreement (City of Redmond & Lake Washington School District)

OVERVIEW STATEMENT:

Renewal of the 2022-2023 School Resource Officer agreement between the Lake Washington School District and the City of Redmond. This is a continuation of the service the Redmond Police Department currently provides to the Lake Washington School District and allows for funding to be received in consideration for services provided.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

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

OUTCOMES:

The City of Redmond provides School Resource Officer services to the Lake Washington School District. The City and District agree to assign one SRO to provide school-specific services, with the option to add additional SROs as staffing

allows. The School Resource Officers will act as a law enforcement resource, maintain the peace on school district property, and provide law enforcement education, and support services as requested and mutually agreed upon. The LWSD is moving all SRO contracts to a “community based” model, whereby officers are assigned to geographical areas, not to a specific school. Redmond has participated in this model since 2021 and have found it to best meet the needs of the LWSD and the City.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

This agreement will allow for the City to receive from LWSD \$10,900 per month per officer assigned; a maximum of 3 officers may be assigned.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

000329 General Fund Revenue (LWSD as a funding source)

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 Revenue

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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7/26/2022	Study Session	Receive Information
10/18/2022	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Several options related to approval exist:

- A. Approve as proposed.
- B. Do not approve receipt of the renewed agreement and terminate the School Resource Officer services provided to the Lake Washington School District.
- C. Provide School Resource Officer services without requiring a fiscal contribution from the Lake Washington School District.

ATTACHMENTS:

Attachment A Redmond LWSD SRO MOU 2022.2023

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

This Agreement is made and entered into this ____ day of _____, 2022 by the Lake Washington School District #414 (referred herein as “District”) and the City of Redmond (referred to herein as “City”) (collectively, “the Parties”) for the purpose of establishing a School Resource Officer (referred to herein as “SRO”) program in the public school system in the City of Redmond. In consideration of the terms and conditions set forth herein, the Parties agree as follows:

ARTICLE I

PURPOSE. The purpose of this MOU is for the City of Redmond to provide contract services in the form of SROs to the District. The services provided include law enforcement and related services, in compliance with RCW 28A.320.124, as described herein.

MISSION. The mission of the SRO Program is to improve school safety and educational climate at the school.

ARTICLE II

OBLIGATIONS OF THE CITY. The City shall provide SROs as follows:

- (A) **Provision of SROs.** The City shall assign up to three regularly employed officers to provide coverage to District schools within the city limits of Redmond. Each SRO will be assigned a region within their City that may include a combination of high school, middle school, and elementary schools. The services provided by the SROs are in addition to routine police services already provided by the City.
- (B) **Selection of an SRO.** The Chief of Police, in partnership with the District, shall jointly agree on a process to select the SROs to be assigned. The following minimum criteria will be considered:
 - (1) The ability to effectively deal with a diverse student population;
 - (2) The ability to present a positive image and symbol of the entire law enforcement agency. Therefore, the personality, appearance, and communication skills of the SRO should be of such nature so

that a positive image of the agency is reflected. A goal of the SRO program is to foster a positive image of law enforcement officers among students, school staff and community members;

- (3) Expressed interest in working with students, school staff and school community members within the scope of the SRO Program;
 - (4) The educational background, experiences, interest level, and communication skills of the SRO must be of a high caliber so that the SRO can effectively and accurately provide high quality educational services in the area of law enforcement;
 - (5) The desire and ability to work effectively in partnership with the principal and other Building and District administrative staff and employees as a team; and
 - (6) Be a state certified law enforcement officer.
- (C) Annual Evaluation of an SRO. The District will conduct an evaluation of each SRO in the program prior to the end of the school year and provide a copy to the City.
- (D) Regular School Duty. SROs are generally available during normal school hours. This expectation does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined by the Chief of Police or designee. The SRO and/or the City will attempt to communicate to the District schedule changes.
- (E) SRO Role and Duties. SROs are an integral part of the District’s “Layered School Safety Plan.” They contribute to the overall safety of the school campus utilizing their expertise, training, and experience. SRO’s have four overarching, and equally important, roles within the school community:
- 1. Fostering Positive School Climate - SRO’s have the unique opportunity to encourage and model positive behavior, and use good judgement and discretion through the following:
 - a. Upon request, engage in school activities, such as: assemblies, sporting events etc. to foster a positive school climate through relationship-building and crime prevention;

- b. Work in partnership with Building and District administration to build a culture of open communication and trust among students, staff, and school community members by serving as a role model, working with administrators to engage with students who may be facing challenges and identifying mechanisms to connect them with appropriate community resources;
- c. SROs are not responsible for general student discipline and may not be used to attempt to impose criminal sanctions in matters more appropriately handled within the District's educational system. The determination of whether an incident rises to the level of law investigation or intervention shall be made in consultation with a Building administrator and be consistent with District Policy and Procedure 3241 – Student Discipline. In the event of imminent threat or danger to the Building or school community, the SRO may use professional judgement to intervene and disrupt the threat or danger; and
- d. Working with Building administration and school staff to create a positive school climate by developing positive relationships with students, parents, and staff, and by helping to promote a safe, inclusive, and positive learning environment.

2. ***Crime Prevention*** - *Through training, expertise and experience, the SRO has a unique perspective on crime prevention that is valuable to the school community. Identification and education regarding crime prevention tools can be disseminated throughout the school communities in several ways by the SRO, including:*

- a. Providing foot patrol on campus and in parking lots;
- b. Monitoring previous crime locations on campus;
- c. Speaking to Building administration and school staff about reducing the opportunity for crimes to occur;
- d. Analyzing possible crime patterns;
- e. Providing law enforcement input into school-based security, including, but not limited to review of campus

perimeter security measures and security systems. Any and all recommendations shall be provided to appropriate Building and District administration;

- f. Participate in Threat Assessments at schools as requested. If the assigned SRO is unable to attend, another Officer from the City may attend and provide law enforcement representation;
- g. Attend Threat Assessment training as arranged by the District;
- h. Conduct Crime Prevention Through Environmental Design Assessments (“CPTED”) at schools;
- i. Provide Crime Prevention presentations as requested, and;
- j. Review and be familiar with the District’s “Layered School Safety Plan.”

3. **Education** - SROs represent our law enforcement partners and are a valued member of our school community. Upon mutual agreement by the Parties, SRO’s may be called upon to provide supplemental educational expertise to members of the school community in the following ways:

- a. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, etc.;
- b. Provide safety-related training to staff and students including, but not limited to pedestrian safety, bike safety and drivers’ safety, as age appropriate;
- c. Provide “ALICE Active Shooter Training” to staff and students; and
- d. Conduct informational presentations to parent, student, or community groups on relevant topics such as substance abuse, underage drinking, cyber bullying, sexual assault awareness, commercial sexual exploitation, and trafficking of children, etc.

4) **Law Enforcement** - SROs are responsible for law enforcement activities occurring at the schools during school hours, including:

- a. Making arrests and making referrals of possible criminal law violations to the Prosecutor’s Office,

- securing, handling, and preserving evidence, and recovering District property;
- b. Assisting the District in maintaining the peace on District property;
 - c. Coordinating and/or providing traffic control assistance at schools as needed and/or requested;
 - d. Providing school traffic safety emphasis as needed and/or requested;
 - e. Responding to schools for child welfare reports;
 - f. Working with other law enforcement agencies to recover District property;
 - g. Assisting the District in serving court notices or legal documents;
 - h. Providing pedestrian and bicycle safety awareness training;
 - i. Providing informal law enforcement counseling with students when requested by the Building administration, and the student, when mutually agreed to by all Parties;
 - j. Conducting criminal investigations of violations of law on District property, or property immediately surrounding the District property, as assigned by the City. Criminal investigations on campus will be consistent with District Policy and Procedure 3226-Interviews and Interrogations of Students on School Premises;
 - k. Engaging in crisis and Emergency Response and Preparedness using the Rapid Responder system to support schools; and
 - l. Alternatives to arrest should be used whenever possible, and the arrest of students should be a measure of last resort. The SRO discretion to act remains the same as that of any other law enforcement officers.

In addition, SROs shall:

1. Wear their official law enforcement uniform or alternate uniforms which shall be provided at the expense of the City as mutually agreed upon by the Parties;

2. Submit monthly data by the 10th of each month for the prior month;
3. Perform other duties as mutually agreed upon by the Parties, such as providing safety and security at District events, provided performance of such duties are legitimately and reasonably related to the SRO program as described in this MOU, and provided such duties are consistent with state and federal law and the policies and procedures of the Parties;
4. Read, review and be familiar with law enforcement related District policies and procedures;
5. Follow and conform to relative District policies and procedures that do not conflict with policies and procedures of the Police Department;
6. Follow all state and federal laws;
7. Coordinate with other Police Department Youth Service Providers (Police Partners, Community Resources, etc.) to ensure consistency and continuity of all services, and make referrals to social agencies as appropriate;
8. Attend all Police Department-mandated training as required to maintain law enforcement qualifications and certifications;
9. Attend School Safety Meetings for the schools within their assigned region;
10. Attend the District's monthly SRO meetings;
11. Acknowledge the role of an SRO as a teacher, informal counselor, and law enforcement officer;
12. Recognize when to informally interact with students to reinforce school rules and when to enforce the law;
13. Adhere to all department policies related to recording devices (including In-Car and Body Worn Camera systems), if in use; and
14. Per RCW 10.93.160, the SRO duties do not extend to immigration enforcement and the SRO will not inquire into or collect information about any individual's immigration or citizenship status, or place of birth. Neither will the SRO provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.

(F) Training Requirements - The City retains the authority and responsibility for training its employees, including SROs. The City, by signing this MOU, confirms the SROs assigned to the District have been trained, or are scheduled to be trained, in all the topics required by RCW 28A.320.124(1). Additionally, there are (2) components to the training requirements, and the Parties understand, and agree to, the following classroom and on the job training requirements:

- (1) The following classroom requirements must be completed within the first six months of working on a school campus, including:
 - a. Constitutional and civil rights of children in schools,

including state law governing search and interrogation of youth in schools;

- b. Child and adolescent development;
- c. Trauma-informed approaches to working with youth;
- d. Recognizing and responding to youth mental health issues;
- e. Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
- f. Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, immigrant, female, and nonbinary students;
- g. Local and national disparities in the use of force and arrests of children;
- h. Collateral consequences of arrest, referral for prosecution, and court involvement;
- i. Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
- j. De-escalation techniques when working with youth or groups of youth;
- k. State law regarding restraint and isolation in schools, including RCW 28A.600.485;
- l. The Federal Family Education Rights and Privacy Act (20 U. S. C. Sec. 1232g) requirements including limits on access to and dissemination of student records for noneducational purposes; and
- m. Restorative justice principles and practices.

- (2) Two days of on-the-job training with an experienced SRO, at the school of the experienced SRO, must be completed prior to assuming responsibility for their assigned region.

(J) Support Services to be Provided by the City. The City and the SROs will supply the following services:

- (1) The City will submit monthly reports to the District by the 10th of each month for the prior month to include the following:
 - a. Each call for law enforcement service and the outcome, including student arrest and referral for prosecution disaggregated by school, offense type, race, gender, age

and students who have an individualized education program or plan developed under Section 504 of the Federal Rehabilitation Act of 1973;

- b. Date, school and number of hours and topics of instructional time in classrooms;
- c. Date and school name of any participation in threat assessments;
- d. Crime prevention efforts, both formal and informal;
- e. School events developed or participated in;
- f. Child Abuse reports taken;
- g. Other functions not indicated above; and
- h. Invoice for specific events and extra-duty assignments.

- (2) Maintain and file uniform crime reporting (UCR) records according to law;
- (3) Investigate all incidents and complete investigation in a timely manner;
- (4) Provide coordination, development, implementation, and evaluation of security programs in the assigned school locations;
- (5) Provide each SRO with a patrol vehicle as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this MOU shall be borne by the City;
- (6) Maintain records in compliance with state and federal law;
- (7) Coordinate with Building or District administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses;
- (8) Make presentations to community groups as authorized by the SRO Supervisor and District;
- (9) Maintain criminal justice standards as required by law; and
- (10) At least one supervisory representative from the City should attend the scheduled District Safety Advisory Committee meetings.

(K) No Special Duty. The Parties do not intend to create any “special relationship” or “special duty” by entering into this MOU. The City expressly disclaims any guarantee as to the safety or security of persons or property at the District’s schools and makes no representations or warranties as to such safety or security by entering into this MOU. Specifically, the Parties understand and agree that the City has no greater duty with regard to the safety and security of persons or property at the District’s schools than it does with regard to the general public in providing law enforcement services throughout the City. The provisions

of this MOU are for the benefit of the Parties, and do not create any rights of or duties to any third Parties.

- (L) COVID-19 Vaccination. As required by Governor Inslee’s directive (Proclamation 21-14-1), all employees and contractors working or providing services for the District must be fully vaccinated against COVID-19. As a vendor or contractor to the District, the City assumes all responsibility that all of its employees or workers who are near students, or others, while present at a school building or other District site provide proof of COVID-19 vaccination by showing the City their vaccine card or documentation of vaccination from a healthcare provider. In turn, the City must provide the District with a signed verification. The City also agree that no employees or workers will be sent to the District that have not met this requirement. The mandatory state directive allows narrow exemptions for medical or sincerely held religious beliefs only. However, social, political, or economic philosophies or personal preferences are not “religious” beliefs under the law. Any employees with an exemption will be required to wear an approved face covering, be subject to increased social distancing, and periodic COVID-19 testing. The only exceptions the District may allow include areas away from staff and students such as controlled construction areas or scheduled maintenance when the building is unoccupied. Routine deliveries such as mail or supplies are also exempt.

ARTICLE III

GRIEVANCES. Any grievance related to SROs or the SRO Program, that are filed with the District, shall be handled pursuant to the following process. The point of contact for this process is the District’s School Safety and Crisis Manager. Complaints against an SRO that are filed with the law enforcement agency directly will be handled by the City in accordance with established City policies, procedures, and CBAs.

Step One of the Grievance Process:

The parent or guardian or adult student will present the complaint in writing to the Building administrator or their designee within ten school days of the action or incident that gave rise to the complaint. The written statement of the complaint will contain:

- A. The facts upon which the complaint is based as the parent or guardian or adult student who is filing the complaint sees them;

- B. A reference to the policies/procedures of the District which have allegedly been violated; and
- C. The remedies sought.

Failure to submit a written complaint within the timeline specified above will result in waiver of the complaint.

If a written complaint is filed in compliance within the timeline specified above, the parent or guardian or adult student will discuss this complaint with the Building administrator or their designee. A sincere effort will be made to resolve the complaint at this level. The Building Administrator or their designee will meet with the parent, guardian or adult student within ten (10) school days of filing the complaint unless otherwise agreed by the parent, guardian or adult student and the Building Administrator or for good cause. If there is no resolution at Step One and if the parent or guardian or adult student does not appeal the complaint to the associate superintendent or their designee in writing within five (5) school days of the parent or guardian or adult student's meeting with the Building administrator or their designee, the complaint will be waived.

Step Two of the Grievance Process:

If after Step One, a resolution is not made, the parent or guardian or adult student can appeal the complaint to the associate superintendent or their designee in writing within five (5) school days of the parent or guardian or adult student's meeting with the Building Administrator or their designee, the associate superintendent or their designee will, within ten (10) school days of the receipt of the complainant's written appeal, meet with that parent or guardian or adult student to hear their claim, unless otherwise agreed to by the parent or guardian or adult student and the associate superintendent or designee or for good cause.

The associate superintendent or their designee will render a decision regarding the appeal within ten school days of the parent or guardian or adult student's meeting with the associate superintendent or their designee unless otherwise agreed to by the parent or guardian or adult student and associate superintendent or designee or for good cause. The associate superintendent or their designee's decision will be considered final.

ARTICLE IV

SRO EMPLOYMENT & SPECIAL EVENTS. The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel.

This MOU does not prevent the District from hiring an individual serving as an SRO to perform duties that are not the duties of the SRO set forth in this MOU, e.g., the employment of an individual who also serves as an SRO to coach athletics, drive a school bus, or otherwise serve the District in a capacity other than that of an SRO. Such employment shall be completely separate from and not controlled by this MOU. If the District chooses to employ an individual serving as an SRO to perform duties that are not duties of the SRO under this MOU, the individual shall at all times during such employment be solely an employee of the District and not an employee of the City. During such employment, the District shall be solely responsible for the compensation, training, discipline, and dismissal of such individual and solely responsible for the individual's acts, errors, or omissions in performing the duties of such separate employment.

Special events, such as extra-duty assignment, site security for after-hours events, or special requests shall be executed per past practice; the District will request these specific services through the Police Department extra-duty assignment coordinator. The City will bill the District for additional officers/duties as provided. The City will endeavor to assign one (1) SRO to extra-duty events, in addition to other officers. Billing for these events shall be separate from the billing for standard SRO charges.

ARTICLE V

PAYMENT. In consideration of the services provided herein, the District shall pay to the City a sum of \$10,900.00 per month per SRO assigned. No other consideration will be required during the term of this MOU for in-school services called for herein.

ARTICLE VI

CONFLICTS. The Parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this MOU. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the Chief of Police or designee of the City. The designated

representatives will meet at least annually, or as needed, to resolve potential conflicts.

ARTICLE VII

CHANGE IN TERMS. Changes in the terms of this MOU may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VIII

SRO REPLACEMENT. To dismiss an officer from the SRO assignment, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the Parties to resolve a change in the SRO, the SRO shall be replaced as soon as possible dependent upon the training needs and availability of a replacement SRO.

ARTICLE IX

TERMINATION AND TERM OF MOU. The term of this MOU shall commence upon date of execution and continue until June 30, 2023, or until terminated. The District shall receive the SRO services described in Article II for the full term of this MOU. This MOU may be terminated by either party as follows:

- a. upon sixty (60) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this MOU through no fault of the party initiating termination; or
- b. upon fourteen (14) days written notice in the event an emergency is declared by civic officials that impacts daily operations of the County or District.

In the event this MOU is terminated, compensation will be made to the City for all services performed to the date of termination consistent with Article V.

The District will be entitled to a prorated refund consistent with the payment contained in Article V for each day that the SRO services are not provided because of termination of this MOU. This MOU shall be effective as of September 6, 2022, when students return to District school locations even if signed after that date.

ARTICLE X

Notwithstanding this MOU, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this MOU.

ARTICLE XI

The Parties will collaborate on identifying and accessing funding sources for the SRO program that include, but are not limited to, state and federal grants.

ARTICLE XII

The District shall provide the SRO the following materials and facilities necessary to perform their duties, enumerated herein:

- i. Access to a private area, workspace, office, or conference room, which is properly lighted, with a telephone to be used for general business purposes.

ARTICLE XIII

INDEMNIFICATION. The City shall indemnify and hold harmless the District and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act of omission of the City, its officers, agents, and employees, or any of them, in the performance of this MOU. In the event that any such suit based upon such a claim, action, loss, or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided, that the District reserves the right to participate in such suit if any principle of government or public laws is at issue. If final judgment be rendered against the District and its officers, agents, and employees, or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

In executing this MOU, the City does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District policies, procedures, rules, or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such District policy, procedure, rule, or regulation is principally at issue, the District shall defend the same at its sole expense and if judgment is entered

or damages are awarded against the District, the City or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.

The District shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents, and employees, any of them, in the performance of this MOU. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the District shall defend the same at the sole costs and expense; provided that the City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment be rendered against the City and the District and their respective officers, agents and employees, or any of them, the District shall satisfy the same.

ARTICLE XIV

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

Wendy Kessler
Purchasing Manager
Lake Washington School District #414
(425) 936-1423

Date _____

Authorized Signer
Title
City of _____
(Phone Number)

Date _____



Memorandum

Date: 11/1/2022
Meeting of: City Council

File No. AM No. 22-165
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Human Resources	Cathryn Laird	425-556-2125
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DEPARTMENT STAFF:

Human Resources	David Puente	HR Policy and Labor Analyst
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TITLE:

Approval of the 2023-2025 Collective Bargaining Agreement between the City of Redmond and the Redmond City Hall Employees Association (RCHEA)

- a. Ordinance No. 3096: An Ordinance of the City of Redmond, Washington Establishing Updated 2023 Salary Ranges for Regular and Supplemental Employees Represented by the Redmond City Hall Employees Association (RCHEA)

OVERVIEW STATEMENT:

This memo seeks approval of the 2023-2025 RCHEA Collective Bargaining Agreement (CBA) and the associated pay plan. This CBA has been negotiated between the City and Union using tentative agreements over the last several months and has been approved by a vote of Union members. This item was brought to Council during an Executive Session on October 18, 2022.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
RCW 35A.11.020
- **Council Request:**
N/A
- **Other Key Facts:**
The current CBA expires 12/31/2022.

OUTCOMES:

This CBA sets forth the working relationship between the City and the RCHEA employees, specifically it covers salaries, benefits, working conditions, and other information/expectations.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The cost to implement the proposed increases to the 2023-2025 collective bargaining agreement is approximately \$3,294,804 or 14.6%, over the three-year period.

The cost to implement the one-time signing bonus is \$448,800

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

Budget Offer Number:

N/A

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/18/2022	Business Meeting	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

The current CBA expires 12/31/2022. The effective date of this Collective Bargaining Agreement is January 1, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

Additional negotiations would be required. Delay beyond the expiration of the current CBA would require complex retroactive adjustments to employees' pay due to various pay actions that would occur and need to factor into the retro pay. (For example: overtime, paid leave, etc.) This will lead to a longer wait time for pay increases and could lead to a greater chance of payroll errors, both of which always have a negative impact on morale for all employees involved.

ATTACHMENTS:

Attachment A: 2023-2025 Collective Bargaining Agreement with the Redmond City Hall Employees Association (RCHEA)

Attachment B: Summary of Changes to 2023-2025 RCHEA CBA

Attachment C: Ordinance Setting the 2023 Pay and Pay Plans for RCHEA Employees

Attachment D: RCHEA Signing Bonus

Attachment E: Union Work Removed from RCHEA

Exhibit 1: 2023 RCHEA "R" Pay Plan (Effective January 1, 2023)

Exhibit 2: 2023 RCHEA Supplemental "R-S" Pay Plan (Effective January 1, 2023)

AGREEMENT

BY AND BETWEEN

THE CITY OF REDMOND

AND

THE REDMOND CITY HALL EMPLOYEES ASSOCIATION

January~~October~~ 1, 2023~~19~~ – December 31, 2025~~22~~

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AGREEMENT

BY AND BETWEEN

THE CITY OF REDMOND

AND

THE REDMOND CITY HALL EMPLOYEES' ASSOCIATION

~~October-January 1, 2020~~2023~~19~~ – December 31, 2025~~22~~

This Agreement is by and between the City of Redmond (hereinafter referred to as the "City") and the Redmond City Hall Employees Association (hereinafter referred to as the "Union") for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative. This Agreement is binding on the successors and assigns of the aforementioned parties.

PREAMBLE

The City and the Union agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for employees of the City. This Agreement has been reached through the process of collective bargaining with the objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

ARTICLE 1 - BARGAINING UNIT AND MEMBERSHIP

1.1 Description of Bargaining Unit:

Pursuant to and in conformity with the Certification issued by the Public Employment Relations Commission in Case Number 2721-E-80-525, the City recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all employees in the following described bargaining unit (hereinafter referred to as "Employees"): regular full-time and regular part-time clerical, professional and technical employees, but excluding Public Works shop and field laborers and service persons, park maintenance laborers; Police Department; Fire Department; supervisory and management; custodial; guards and confidential employees.

A supervisory employee is an employee having authority to hire, assign, promote, transfer, layoff, recall, suspend, discipline, or discharge other employees or to adjust their grievances, or to recommend effectively such action. Supervisors are distinguished from lead workers who are members of the Union.

1.2 Limited Duration and Supplemental Employees:

Limited Duration Employees: Limited Duration employees are considered Union members. Limited Duration employees are utilized for specific projects anticipated to

exceed six months but not exceeding two years. Additional information regarding limited duration employment may be found in the revised Personnel Manual. Limited Duration employees are employed at-will and are not entitled to the protections of the layoff procedure described in Article 4.

Supplemental Employees: Supplemental employees are not members of the bargaining unit and are not required to join the Union. Supplemental employees may not exceed 1,040 hours in any calendar year. Additional information regarding supplemental employment may be found in the ~~revised~~ Personnel Manual. In the event the Human Resources Department becomes aware of a supplemental employee exceeding the 1,040 hour limit during any calendar year, it shall provide notice to the Union. In addition, the City will provide the Union a report on the use of supplemental employees in the prior calendar year on or before January 15. The report will include the employees' name, department, classification, dates of employment, and types of employment (i.e., season, temporary, part-time, or intern) and hours worked.

Notwithstanding the City's good faith obligation to appropriately administer the supplemental employee policy, it is recognized that employees or the Union may independently become aware of employees classified by the City as supplemental employees in a manner which is not in conformance with the Personnel Manual. In such circumstances, the Union shall provide the City due notice of the alleged non-conformance. The City will have fifteen (15) calendar days to correct the non-conformance through any means it determines appropriate. If the alleged non-conformance continues after the fifteen (15) day notice period, the Union may initiate the grievance procedure as provided in Article 6.

1.3 Subcontracting:

The City shall not contract out work historically performed by the employees in the bargaining unit represented by the Union without first giving notice to and, upon request, bargaining in good faith with the Union.

ARTICLE 2 - UNION DUES AND AGENCY FEES

2.1 Union Dues:

Regular monthly Union dues and agency fees shall be deducted by the City from an Employee's paycheck when authorized in writing by the Employee. The amounts deducted shall be transferred monthly to the treasurer of the Union.

2.2 Union Security:

Employee may revoke Employee's authorization for deduction of dues. To do so, Employee must submit a written notice to the Union, and the Union will forward the notice to Human Resources. Every effort will be made to end the deduction effective on the first pay period after the request is received by Human Resources. The City agrees to provide the Union with a copy of the payroll deduction sheet that lists the name of each union member who has union dues deducted from his or her paycheck, the dues amount and their monthly salary. Non-dues paying members (silent RCHEA members) do not have the right to vote on any RCHEA business. However, silent RCHEA members are subject to the terms of this Agreement and are entitled to fair representation.

2.3 Indemnification/Hold Harmless:

The Union shall indemnify, defend and hold harmless the City against any claims made and any suit instituted against the City based on or relating to an Employee authorization for payment of dues or service charges equivalent to the regular Union initiation fee and monthly dues, provided the City is not negligent in its application of this Article. The Union agrees to refund to the City any amounts paid to it in error in the administration of this section upon presentation of proper evidence thereof.

2.4 New Hire Orientation:

The Employer shall notify the Union of all new employees hired into the bargaining unit. In accordance with RCW 41.56.037, the Union shall be afforded thirty (30) minutes of the newly-hired employee's regular working time to discuss the rights and responsibilities of Union membership to new employees.

ARTICLE 3 - MANAGEMENT RIGHTS RESPONSIBILITIES

3.1 Management RightsResponsibilities:

The management and direction of the work force is vested exclusively in the City, limited only by the terms of this Agreement and binding past practices of the parties to this Agreement. All matters not specifically limited by this Agreement and binding past practices may be administered for its duration by the City in accordance with such policies or procedures as the City may from time to time determine, provided, however, that nothing herein shall waive the Union's right to bargain over any changes involving mandatory subjects of bargaining and to appeal through the grievance procedure as set forth in this Agreement, when in the opinion of the Union, such exercise violates the terms of this Agreement.

Subject to provisions of this Agreement, the City reserves the following specific and exclusive management rights:

- a. To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;
- b. To suspend, demote, discharge, or take other disciplinary actions against members for just cause;
- c. To determine the keeping of records;
- d. To establish employment qualifications for new employee applications and to determine the job content and/or job duties of employees;
- e. To determine the mission, methods, processes, means, policies, and number of personnel necessary for providing service and Department operations, including, but not limited to: determining the increase, diminution, or change of operations in whole or in part, including the introduction of any and all new, improved, automated methods of equipment, and making facility changes;
- f. To control the Department budget, and if deemed appropriate to the City, to implement a reduction in force;

- g. To schedule training, work, and overtime as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety;
- h. To establish reasonable work rules and to modify training;
- i. To approve all employees' vacation and other leaves;
- j. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department; and
- k. To manage and operate its departments, except as may be limited by provisions of this agreement.

Incidental Duties not Always Described. It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

ARTICLE 4 - LAYOFF PROCEDURE

4.1 Layoff Sequence:

Where job performance, ability and qualifications of RCHEA Employees in the same job classification are substantially equal, length of continuous service as a City employee shall govern in all layoffs of Employees covered by this Agreement, with the newer Employee to be the first laid off. Whenever a junior Employee is given preference over a senior Employee in this connection the latter shall be given, at his/her request, a written statement of the reasons. Whenever an Employee is laid off the Employee shall be given the opportunity to meet with their department director and have explained to him/her how the City arrived at its decision to lay that person off.

4.2 Layoff Notice:

The City agrees to provide the Union ~~and affected Employee thirty (30) fourteen (14)~~ calendar days' preliminary notice that there will be layoffs and include information on which employees will be affected prior to layoffs. This period is to allow time for the parties to explore possible alternative solutions, with the final decision resting with the City. Neither the City nor the Union may notify any employees of the layoffs during this period.

After the fourteen (14) day period, the City may then officially notify the Union and affected employees of the layoffs. The layoffs shall not take effect for at least thirty (30) calendar days after the official notice.

4.3 Layoff Separation Pay (New Section)

Employees who receive a layoff notice will have the option of receiving separation pay based on their tenure with the City. Employees choosing to receive separation pay will forfeit recall rights under article 4.5 – Recall to Work.

Employees will receive a Separation Agreement within 14 days from the date they receive the official layoff notice. The employee will be provided the opportunity to

consider the Separation Agreement, which releases the City and Union from liability in exchange for layoff separation pay, or the employee can reject the Separation Agreement and elect to maintain recall rights. Laid off employees who elect to receive separation pay will receive a lump sum according to the following schedule:

<u>Start of the Next Year</u>	<u>Years of Completed Service</u>	<u>Separation Pay</u>
<u>0</u>	<u>5 years</u>	<u>1 month salary</u>
<u>5</u>	<u>10 years</u>	<u>2 months salary</u>
<u>10</u>	<u>20 years</u>	<u>3 months salary</u>
<u>20</u>	<u>20+ years</u>	<u>4 months salary</u>

For example:

If the hire date is: 1-1-2020

Completed year 5 date is: 12-31-24

Start of the next year date is: 1-1-25

Completed year 10 date is: 12-31-29

The payment date and any other benefits will be identified in the Separation Agreement. Upon mutual agreement between the City and the Union, the parties can discuss the terms of the Separation Agreement, with the final decision being made at the discretion of the City.

4.43 Temporary Projects/Funding:

The elimination of a temporary project and/or a temporary funding source shall not constitute grounds for a layoff of a regular Employee assigned to the temporary project or funded by the temporary source. However, such elimination may otherwise be grounds for initiation of the layoff procedure described in this Article.

4.54 Recall to Work:

Employees will be recalled to work in the reverse order from which they were laid off, provided the Employee recalled is competent to perform the available work. Employees on layoff will be eligible for recall for two (2) years from the date of layoff. The City will notify Employees subject to recall by mail at the last address shown in the City's records. The Employee will have thirty (30) calendar days from the postmark date on the notice in which to inform the City of their intent to accept or reject the recall to work. If the Employee fails to respond to the notice or rejects the recall then the Employee will be considered to have forfeited their recall rights.

4.65 Prohibition Against Use of a Performance Evaluation More Than 60 Days Late:

If an employee's performance evaluation is more than 60 days late as of the date of the employee's pay anniversary date, and it lowers the average of their last three (3) performance evaluations, it may not be used as part of any City analysis of the employee's "job performance, ability and qualifications" made for purpose of layoff sequencing. The

previous sentence shall not apply ~~if~~ the performance evaluation is late due to the action or inaction of the employee, and in that case, the evaluation may be used as part of the City's analysis. Cumulative leave of more than fifteen working days shall not be included in calculation of the sixty-day period.

4.76 Bumping:

A bargaining unit member who is laid off may bump any less senior Employee within the bargaining unit, provided he/she has previously held the position, or a position that requires substantially the same requisite skills, knowledge and abilities, and that the individual is able to perform the work of the position without further training. The Employee must inform the City within fifteen (15) calendar days of receiving their layoff notice if they wish to exercise their bumping rights, and the classification and position into which they desire to bump.

4.87 Sick Leave:

If Employee is recalled within the two-year period identified in Section 4.54, employee will receive any unused WASL and RSL (sick leave) that was not paid out at the time of layoff.

ARTICLE 5 - PROBATIONARY PERIOD

5.1 Probationary Period:

~~An Employee's~~ For employees hired on or after January 1, 2023, the initial twelve (12) ~~six (6)~~ months of employment shall constitute a probationary period. Employees will receive an evaluation six months after their start date and may receive a merit increase to base and/or lump sum payment. Their next evaluation will occur one year later and annually thereafter, or if their department has a fixed date evaluation period, they will receive a prorated evaluation to that fixed date and then annually thereafter. Any changes to pay and the pay anniversary dates are governed by the Personnel Manual and/or Article 8.1.

If an employee takes ~~extended unpaid~~ leave or works light duty during the probationary period ~~initial six months of employment~~, management has the ~~the~~ discretion to extend the probationary period for that length of time. If management decides to extend an employee's probationary period due to extended leave or light duty, management shall notify the union within a reasonable period of time. ~~Management will provide the Union with reasonable notice. The probation may be extended up to an additional six (6) months upon mutual agreement of the City and Union.~~

Employees hired in 2022, who are on probationary status into 2023 will follow the provisions in Article 5 of the 2019-2022 RCHEA Collective Bargaining Agreement.

An Employee may be terminated by the City at any time during the probationary period at the City's discretion, and without right of appeal. ~~The reasons for termination shall be filed in the Employee's personnel file as a permanent record. The employee can request to resign in lieu of probationary termination, and may be granted at management discretion.~~

ARTICLE 6 - GRIEVANCES

6.1 Definition of Grievance:

A grievance means an alleged violation of the terms of this Agreement, including any discipline imposed without just cause.

6.2 Aggrieved Party:

The Union has the right, as the exclusive bargaining representative, to file grievances on behalf of individually aggrieved employees as well as to itself file grievances on behalf of the bargaining unit collectively. Individual employees may file grievances alleging a violation of this Agreement if the Union is provided a reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

6.3 Time Limits:

The timeliness of initial presentation of a grievance as well as the subsequent steps of the grievance procedure may be demonstrated by fax, email, or other date and time verification method on the face of the document. The time limits set forth in this Article may be extended by written mutual agreement.

6.4 Grievance Procedure:

Grievances shall be handled in the following manner:

Step 1. Notice of Grievance:

Within fourteen (14) calendar days after the event giving rise to the grievance, or, alternatively, within fourteen (14) calendar days after the date on which the grievant (either the Union or individual employee) knew, or reasonably should have known, of the event giving rise to the grievance, the employee or an Union Representative must present a written grievance. The written grievance must either be presented on an official Union grievance form or be plainly marked "Notice of Grievance." The written grievance must state:

- The date of the alleged violation;
- A detailed statement of facts describing the alleged violation of this Agreement;
- A citation of the section of the Agreement that was alleged violated; and
- The requested remedy.

Any documents known to the employee or Union representative that are relevant to the grievance should be attached to the grievance.

The written grievance must be presented to the affected employee's immediate supervisor. Alternatively, if the Union is presenting the grievance on behalf of the entire bargaining unit, the Union may present the grievance to the City's Human Resource Director. For the purpose of this Article, the City's Human Resource Director may designate in writing someone else to act on their behalf. That designee shall have all the authority of the Human Resource Director provided in this Article. Designee must be employed by the City of Redmond.

Within seven (7) calendar days of receipt of the grievance, the immediate supervisor (or designee) shall meet with the affected employee and the Union to discuss the grievance and to discuss possible resolution. In the case of grievances presented to the City's Human Resource Director, within seven (7) calendar days of receipt of the grievance the Human Resource Director shall meet with the Union to discuss the grievance and to discuss possible resolution. Thereafter, within seven (7) calendar days following the initial Step 1 meeting, the supervisor (or the Human Resource Director) shall provide the employee and the Union with a written response to the grievance.

Step 2. Written Notice (Appeal) to Department Director:

If the grievance is not resolved at Step 1, the employee or the Union may advance the grievance to the Department Director. To advance the grievance the employee or Union must, within fourteen (14) calendar days after receiving the immediate supervisor's Step 1 grievance response, provide the Department Director with written notice it is advancing the grievance.

To advance bargaining unit-wide grievances initially presented to the Human Resource Director, the Union must, within fourteen (14) calendar days after receiving the Human Resource Director's Step 1 grievance response, provide the Human Resources Director with written notice it is advancing the grievance.

Within fourteen (14) calendar days after receiving the Step 2 notice, the Department Director (or designee) shall meet with the affected employee and the Union to discuss the grievance. In the case of unit-wide grievances, within fourteen (14) calendar days after receiving the Step 2 notice, the Human Resources Director shall meet with the Union to discuss the grievance. The parties shall discuss the merits of the grievance and explore possible resolution. Within fourteen (14) calendar days following this meeting, the Department Director or designee (or Human Resources Director) shall provide the Union with a written response.

Step 3. Written Notice (Appeal) to Mayor:

If the Union decides that the grievance was not satisfactorily resolved at Step 2, the Union may advance the grievance to the Mayor. To advance the grievance, the Union must, within fourteen (14) calendar days after receiving the Department Director's (or Human Resource Director's) Step 2 grievance response, provide the Mayor with written notice it is advancing the grievance.

Within a prompt period of time after receiving the Union's Step 3 notice to the Mayor, the Mayor (or the Mayor's designee) shall meet with the Union to discuss the grievance. The Union may invite the affected employee(s) to attend. The parties shall discuss the merits of the grievance and explore possible resolution. Within twenty-one (21) calendar days following this meeting, the Mayor (or the Mayor's designee) shall provide the Union with a written response.

Step 4. Mediation (Optional):

If the grievance is not settled satisfactorily at Step 3, the Union and City may mutually agree within fourteen (14) calendar days to submit the grievance to mediation. The two (2) parties will then have another fourteen (14) calendar days to agree upon a mediator

drawn from a panel of neutrals formally trained in grievance mediation.

The mediator will not have authority to compel resolution of the grievance. Washington's Evidence Rule 408 shall apply.

If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with Step 5 of this grievance procedure. In this case, the mediator may not serve as arbitrator, nor may either party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing.

The cost of the mediator will be borne equally by both parties.

Step 5. Written Notice (Appeal) to Neutral Arbitrator:

If the Union decides that the grievance was not satisfactorily resolved at Step 3, or optional Step 4, the Union may advance the grievance to arbitration. To do so, the Union must provide written notice to the Mayor of its intent to advance the grievance to arbitration. The written notice must be received by the Mayor within twenty-one (21) calendar days of the Mayor's Step 3 written decision or, if mediation was pursued under Step 4, within twenty-one (21) calendar days of the date of the Step 4 mediation.

Within fourteen (14) calendar days of the Union's written notice to the Mayor of its intent to advance the grievance to arbitration, the parties shall select an arbitrator through the following process:

1. The City will select five potential arbitrators from PERC's List of Active Arbitrators.
2. The Union will choose one arbitrator from the City's suggested five arbitrators and contact them about availability to arbitrate the grievance;
3. If the selected arbitrator is unavailable to hear the case within ninety (90) days, the parties will select another name from the list;
4. If the second selected arbitrator is unavailable to arbitrate the grievance within (90) days, the City will select five new potential arbitrators from PERC's List of Active Arbitrators. After the new set of potential arbitrators is selected, the parties will go back to item 2 on this list until an arbitrator that is available is selected.

It shall be the function of the arbitrator to hold a hearing at which the parties may submit their respective cases. The arbitrator shall have no authority to modify, amend, vacate or otherwise alter the provisions of this Agreement. The arbitrator shall submit, in writing, his or her decision within thirty (30) calendar days following the close of the arbitration hearing or the submission of closing briefs, whichever is later.

A decision rendered consistent with the terms of this Agreement shall be final and binding on the parties; however, a decision which exceeds the authority granted herein may be appealed to a court of proper jurisdiction.

The parties will share equally all costs and fees of the arbitrator. Each party shall be responsible for all costs and attorney's fees associated with its own representation.

6.5 Waiver of Steps:

In cases of disciplinary proceedings in which all levels of management have reviewed the matter and reached their decision on action to be taken prior to notification of the Employee, Steps 1 and 2 may be waived by mutual agreement in writing between the Department Director and the Union, with the grievance proceeding immediately thereafter to Step 3.

6.6 Just Cause:

The City may discipline or discharge an employee for just cause.

Employees on probation and Limited Duration Employees, as provided in Article 1, Section 4, are employed "at-will." Therefore, neither the just cause standard nor this grievance procedure apply to the discipline or discharge of such employees.

6.7 Written Notice:

Except as provided for in Section 6.6, above, no employee shall be discharged for unsatisfactory work performance unless the employee has previously received a written notice setting forth the employee's performance deficiencies. The employee will be given an opportunity to sign the notice of performance deficiencies before it is placed in the employee's personnel file. A copy of the signed notice shall be given to the employee and nothing may be added to the notice once it has been signed.

Upon request by the employee to Human Resources, written warnings of unsatisfactory work performance shall be removed from the~~remain in an~~ employee's file after not more than one (1) year, provided no additional warning notices of unsatisfactory work performance have been added to the employee's file. Letters of reprimand for misconduct (rather than performance deficiencies) may remain in an employee's file indefinitely.

6.8 Attorney Fees:

Each party shall be responsible for the cost of its own representation, including attorney's fees.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.1 No Strikes or Lockouts:

During the term of this Agreement, neither the Union nor the Employees shall cause, engage in or sanction any work stoppage, strike, slowdown or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action by the City. The City shall not institute any lockout of Employees during the life of this Agreement.

ARTICLE 8 - WAGES

8.1 Merit Pay Increases:

Employees will be eligible to receive merit pay increases as described below.

Employees are eligible for merit pay increases on their pay anniversary date. Merit pay is based on the individual employee's job performance. A performance appraisal is required to support a merit pay increase. During the performance appraisal, the employee will be evaluated on a four-point scale utilizing the City's Employee Performance Appraisal Form. Point splitting is not permitted. That is, the supervisor may not issue scores such as, for example, a 2 ½ or a 2.8. Instead, for each performance criteria, the supervisor must give the employee one of the following scores.

- 1 – Does not meet standards,
- 2 – Meets standards,
- 3 – Exceeds standards, or
- 4 – Distinguished

After all performance criteria have been scored, the scores are totaled and then divided by the total number of performance criteria to determine the average overall score. The average overall score will be used to determine the employee's merit pay increase as set forth below:

Average overall score	Amount of increase
1.0-1.99	No increase
2.0-2.59	2% increase
2.6-3.19	3% increase
3.2-3.69	4% increase
3.7-4.0	5% increase

Merit pay increases will be retroactive to the employee's pay anniversary date.

The performance appraisal is to help an employee be successful in performance and to understand the standards and goals of their position and their department. The evaluation process shall not, by itself, constitute disciplinary action, but may be referred to in disciplinary situations.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation within ten working days, acknowledging its receipt. Evaluations are not grievable, however, employees may elect to provide a written response to the evaluation.

In the event the employee's base rate of pay is lower than the top of the pay range, any merit pay increase will be added to the employee's base rate of pay. If the employee's merit pay increase is larger than the difference between the employee's current base rate of pay and the top of the pay range, the employee's base rate of pay will be increased to the top of the pay range and the balance of the merit pay award will be issued by the City as a lump sum. Finally, if the employee's current base rate of pay is already at the top of the pay range, the amount of the merit pay award will be issued by the City as a lump sum payment.

In the event an employee receives an average overall score between 1.0-1.99 and therefore receives no merit pay increase, the employee's supervisor is required to develop a written performance improvement plan in consultation with the Human Resources Department. Thereafter, the supervisor shall provide the written plan to the employee and, after the employee signs, the supervisor shall forward a copy of the signed performance improvement plan to the Human Resources Department.

8.2 Classification and Pay Administration:

Refer to Chapter 6 Classification of the Personnel Manual.

8.3 Reclassified to a Lower Pay Grade:

If an incumbent Employee is in a job classification which is reclassified to a lower pay grade, the incumbent shall be placed in the lower pay grade at the rate which corresponds to the incumbent's pay before the reclassification (the "current pay"). If the incumbent's current pay falls within the new pay grade, then they shall be eligible for any pay increases within the new pay grade on their regular pay anniversary date as before the placement in the lower pay grade. If an incumbent's current pay is above the maximum of the new pay grade, the incumbent's salary shall be frozen and shall continue to receive his or her current pay. The Employee shall not be eligible for a merit pay increase or COLA until such time as the incumbent's rate of pay equals the maximum of the pay grade to which his or her classification is assigned.

8.4 Effective Dates:

Merit increases shall be effective on the Employee's pay anniversary date. Pay increases upon promotion or reclassification shall be effective on the effective date of the promotion or reclassification.

8.5 Experience Recognition Pay~~Longevity Pay:~~

~~Longevity p~~Experience Recognition Pay will be paid to regular full-time Employees who have completed five (5) continuous years of service. Employees will receive a flat rate per month and will not be affected by the COLA. ~~Longevity pay~~Experience Recognition Pay will be paid to regular full time employees starting on the 6th year of service per the following schedule:

<u>Completed Years</u>	<u>Added Continuous Service Monthly Salary</u>
<u>5 years</u>	<u>\$200.00</u>
<u>Completed Years</u>	<u>Added Continuous Service Monthly Salary</u>
<u>6 ½ years</u>	<u>\$ 30.00</u>
<u>10 years</u>	<u>\$ 45.00</u>
<u>15 years</u>	<u>\$ 60.00</u>
<u>20 Years</u>	<u>\$ 75.00</u>

~~Longevity p~~Experience Recognition Pay will be paid to regular part-time Employees in a prorated amount equal to the vacation accrual ratio provided in the Redmond Personnel Manual. ~~_multiplied by the regular full-time longevity schedule.~~

8.6 Working Out-of-Class:

An Employee assigned temporarily to a higher paying classification for forty (40) consecutive hours or more shall be paid at a rate five percent (5%) over the Employee's regular salary, or at the minimum salary of the higher classification, whichever is greater, retroactive to the beginning of said temporary assignment. Weekends or other regularly scheduled days off will not disrupt the continuity of hours. The out-of-class salary adjustment will be seven percent (7%) over an Employee's regular salary, or the minimum of the higher classification, whichever is greater, when a non-exempt Employee works out-of-class in an exempt classification (such as civil engineer) for forty (40) or more consecutive hours. In this situation the non-exempt Employee does not receive overtime pay for extra hours worked; instead, ~~he or she the employee~~ receives four (4) hours of professional leave as provided for in Article 15, Section 5, for each ~~thirty (30) calendar days~~ two consecutive pay periods worked in the exempt out-of-class assignment.

Except as otherwise provided for in this section, this working out of class provision may apply to temporary assignments in writing of up to six (6) months, whether or not a budgeted position or vacancy exists in the higher classification.

Holidays, sick leave and vacation occurring within the period of the temporary assignment shall be considered time worked for the purpose of determining working-out-of-class duration and consecutive hours of work in the higher classification.

Sick leave and vacation used during a working out-of-class assignment of less than ~~thirty(30) calendar days~~ two consecutive pay periods will be paid at the Employee's regular salary in their primary position.

Sick leave and vacation time used during assignments lasting ~~thirty (30) or more calendar days~~ two consecutive pay periods or more will be paid at the working-out-of-class rate.

This section shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the Employee and his or her immediate supervisor for the purpose of providing a training opportunity to the Employee, for a mutually agreed period of time.

No Employee temporarily assigned to a lower pay grade will receive a reduction in pay by reason of such assignment. The Employee's immediate supervisor will be responsible for administering the provisions of this section on a timely basis.

8.7 Trainees:

Refer to 3.110 Traineeships in the Personnel Manual.

8.8 Job Postings:

The City will post notice of vacancies in bargaining unit positions or new bargaining unit positions a minimum of five (5) working days before the position closes.

8.9 Timeliness of Performance Evaluations:

~~Upon request from the RCHEA Board,~~ the Human Resources Department will send the RCHEA Chair a list of all outstanding evaluations the first Friday ~~after~~ after of each fiscal quarter of the current calendar year. If the list indicates that a RCHEA member has an

outstanding performance evaluation that is more than 60 days late ~~on January 1st of any calendar year~~, the Union may reopen to negotiate regarding the issue of timeliness of performance evaluations.

If an employee has an overdue evaluation, that employee may contact Human Resources and/or the RCHEA Board for assistance at any time. Human Resources and the RCHEA Board will work together to ensure that the evaluation is completed timely and also ensure that the employee faces no reprisal for the request.

When an employee separates from the city, the employee's supervisor will complete any outstanding performance appraisal that is overdue, as part of the separation process. Any merit pay connected to the appraisal will be paid to the employee, retroactive to the employee's pay anniversary date.

ARTICLE 9 - HOLIDAYS

9.1 Holiday Schedule:

The following ~~twelve (12)~~thirteen (13) paid legal holidays shall be recognized for Employees:

Holiday	Date to be Observed
New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
One Floating Holiday	Date selected by mutual agreement of Employee and supervisor.

9.2 Holidays During Time Off:

Whenever a holiday falls on a full-time employee's regularly scheduled day off, the employee has the option to flex another day off within the same workweek at supervisor

approval, or a compensating day off with pay, of up to eight (8) hours, shall be added to the employee's earned vacation.

ARTICLE 10 - VACATIONS

10.1 Vacation Schedule:

Years of Employment	Annual Vacation Days Earned	Vacation Hours Accrued per Month
0-2 years	12 days	8.0000
3 years	13 days	8.6666
4 years	14 days	9.3333
5 years	16 days	10.6666
7 years	17 days	11.3333
9 years	18 days	12.0000
11 years	19 days	12.6666
13 years	20 days	13.3333
15 years	21 days	14.0000
17 years	22 days	14.6666
20 years	23 days	15.3333

10.2 Vacation Accrual/Vesting:

Vacation credits shall accrue to Employees from commencement of employment. An Employee is eligible to use vacation days once the days are earned and the Employee's vacation request is approved. Employees may accumulate vacation leave time to a maximum of three hundred sixty-eight (368) hours. Any unused vacation time above the maximum is forfeited.

10.3 Scheduling:

Vacations shall be scheduled by the City at times that cause minimum interference with operations but with due regard for the desires of the Employees.

10.4 Payout at Retirement - PERS I:

The payout of accrued but unused vacation time upon the retirement of a PERS I Employee shall be as provided for in Article 12, Section 2 of this Agreement.

10.5 Unpaid Leave:

The City Personnel Manual provides opportunities for unpaid leave at Chapter 9.

ARTICLE 11 - HEALTH AND WELFARE

11.1 Medical, Dental and Vision Benefits:

Employer shall provide medical, dental and vision insurance through the City of Redmond Self Insurance Plan or Health Maintenance Organization (HMO).

Employees shall pay twenty percent (20%) of the cost of self-insurance premiums for dependent coverage. The dollar amount that equates to a twenty percent (20%) contribution has been actuarially determined. Premium contributions for part-time Employees shall continue to be pro-rated based on the City's contribution to full time Employee and dependent premiums as set forth in Article 14.

The City shall retain an independent third-party actuary, experienced in setting premiums for self-funded plans, who shall determine the appropriate and prudent premiums for ~~RedMedthe self-insured plan~~, to be effective for that year. The independent third party shall use the usual and customary insurance/actuary principles and procedure to establish the premiums. ~~Prior to the final premiums being set, the City and its independent third party shall meet with the Union to review the methodology and data used to prepare the premiums.~~

The Union agrees to appoint a representative who will actively participate and vote as a member of the Employee Benefits Advisory Committee (EBAC). EBAC will research increasing health care costs, as well as plan design and potential options for health care program delivery in an effort to control health care costs in a manner mutually beneficial to the Employees and the Employer. It is the City's goal to have active participation on the Committee by each bargaining unit and the non-represented employees.

EBAC will have the authority to recommend changes in the RedMed Self Insurance Plan. Recommended changes may become applicable to Union represented employees only upon ratification by the Union.

For the purposes of this Article 11 only, the term "dependent" shall include Domestic Partner's dependent children. Such designation shall not control whether such individuals are dependents for any other purpose, including for federal income tax purposes.

11.2 Alternative HMO Medical Coverage:

As alternative insurance coverage, the City will make available to Employees Health Maintenance Organization (HMO) coverage. However, the cost of such coverage which exceeds the premium costs of the benefits paid by the City as described above shall be paid by the Employee by payroll deduction.

11.3 Employee Benefits Advisory Committee:

Refer to Chapter 8.40 of the Personnel Manual.

The Union agrees to appoint a representative who will actively participate as a member

of EBAC. Participation in EBAC by the Union is voluntary and may be withdrawn at any time during the term of this Agreement. Nothing in this provision shall be deemed a waiver of the Union's right to bargain employee benefits.

11.4 Life and AD&D Insurance:

Group Term Life Insurance coverage in the amount of \$50,000 and Accidental Death and Dismemberment (AD&D) coverage in the amount of \$50,000 shall remain in effect for Employees with the premiums for such insurance to be paid by the City. The City will pay the full premium for regular part-time Employees.

Additionally, supplemental coverage shall be made available for purchase by Employees, with the amount, terms and conditions as specified by the insurance carrier.

11.5 Workout Room and Exercise:

A workout room is available to employees at City Hall any time. Employees may exercise when off work.

ARTICLE 12 - SICK LEAVE and SHARED LEAVE

12.1 Accrual:

Sick leave will be accrued and administered in accordance with the Personnel Manual.

12.2 Retirement Bonus - PERS I:

Upon retirement under the provisions of PERS I, an Employee will receive in one lump sum payment all their accrued but unused vacation up to a maximum of two hundred forty

(240) hours, and twenty-five percent (25%) of their accrued but unused sick leave based on a maximum sick leave accumulation of nine hundred sixty (960) hours to the extent their twenty-five percent (25%) of sick leave exceeds forty-eight (48) hours. Any accrued vacation in excess of two hundred forty (240) hours and the first forty-eight (48) hours of the twenty-five percent (25%) sick leave payout shall be used by the Employee prior to their retirement date.

If the provisions of SHB 843 adopted in the 1984 legislative session and on which this section is based are repealed in their entirety, then the retirement bonus described in Section 3 of this Article shall apply equally to PERS I Employees.

If the provisions of SHB 843 are substantively amended or replaced, then the City and the Union shall reopen negotiations on this section at the request of either party.

12.3 Retirement Bonus - PERS II and PERS III:

Upon death or upon retirement under the provisions of PERS II and PERS III, an Employee (or their beneficiary) shall receive twenty-five percent (25%) of their accrued but unused sick leave benefits limited, however, to a maximum accumulation of one hundred twenty (120) days.

12.4 Sick Leave Bonus:

Refer to 9.30 Sick Leave in the Personnel Manual. At the option of the Employee, the

sick leave bonus shall be added to their vacation leave or paid for at their regular rate of pay. Sick leave credit shall be determined and allowed on or about November 30th of each calendar year.

12.5 Sick Leave Bonus; On-the-Job Injury:

In the event sick leave has been taken as a result of an on-the-job injury which was not the result of gross negligence or intentional harm by the individual claiming the injury, and which injury has been approved as a valid claim by State Industrial Insurance, the amount of such sick leave taken shall not be deducted for purposes of computing the credit on which the twenty-five percent (25%) bonus is allowed.

12.6 Disability Benefit:

Regular Employees who are disabled and unable to work on account of illness or injury for a period in excess of three (3) months, and who have used all of their sick leave and vacation benefits, shall receive, for a period not to extend beyond the end of six (6) months of absence from work, disability benefits in the following amounts, less weekly Worker's Compensation benefits received during the corresponding pay periods, based on length of City employment prior to the last day of work:

One year of employment	40% of salary
Two years of employment	50% of salary
Three years of employment	60% of salary

12.7 Shared Leave Program:

1. **Purpose** - This Shared Leave Program enables regular employees to donate vacation and floating holiday leave, and compensatory time, to eligible Employees, who are faced with taking leave without pay or termination due to extraordinary and severe physical illness. Implementation of the program is subject to agreement by the City, and the availability of shared leave from other employees. The City's decisions in implementing and administering the Shared Leave Program shall be reasonable.

2. **Donation Restrictions** - The following restrictions shall apply to all shared leave transactions:
 - a. Employees may donate any amount of vacation leave provided the donation does not cause the employee's vacation leave balance to fall below forty (40) hours.

 - ~~b. The City shall determine whether the Employee shall receive shared leave and, if so, the amount of donated leave the Employee may receive; provided, no Employee shall receive more than two thousand eighty eight (2,088) hours of shared leave during total City employment.~~

 - be. Employees may donate any amount of Regular Sick Leave (RSL) only, provided the donation does not cause the employee's RSL balance to fall below 40 hours. Donated sick leave will not count against the donating employee's sick leave bonus.

 - ce. Employees may donate their Floating Holiday.

de. Employees may donate their Compensatory Time.

~~b.~~ The City shall determine whether the Employee shall receive shared leave and, if so, the amount of donated leave the Employee may receive; provided, no Employee shall receive more than two thousand eighty-eight (2,088) hours of shared leave during total City employment.

3. **Coordination with Disability Benefit** - During the period that Employee is eligible for disability benefits under Article 12, Section 6 of the Agreement the Employee may use Shared Leave up to the amount necessary to make up the difference between the percent of salary paid pursuant to Article 12, Section 6 and one hundred percent (100%) of Employee's salary.
4. **Eligibility** -Employees may be eligible to receive shared leave under the following conditions:
 - a. When the City determines the Employee meets the criteria described in this policy.
 - b. The Employee is not eligible for time-loss compensation under RCW Chapter 51.32. If the time-loss claim is approved at a later time, all leave received shall be returned to the donors.
 - c. The Employee has complied with department policies regarding the use of sick leave.
 - d. The City shall require the Employee to submit information from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
5. **Recipient Responsibilities**
 - a. Donated leave shall be used only by the recipient for the purposes specified in this policy.
 - b. All other forms of available paid leave shall be used prior to applying to the Shared Leave Program, provided that the Employee may reserve up to forty (40) hours of vacation leave.
6. **Return of Shared Leave** - Shared leave not used by the recipient shall be returned to the donor(s). Returned leave shall be:
 - a. Divided among the donors on a pro-rated basis, computed on the original donated value;
 - b. Returned at its original donor value; and
 - c. Reinstated to each contributor's leave balance.
7. **Calculation of Shared Leave** - The receiving Employee shall be paid at his or her base rate of pay. Therefore, depending on the value of the shared leave, one (1) hour of leave may cover more or less than one (1) hour of the recipient's salary. The dollar value of the leave shall be converted from the donor to the recipient. The leave received shall be coded as shared leave and

maintained separately from all other leave balances.

8. **Voluntary** - Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.

ARTICLE 13 - DEATH AND BEREAVEMENT LEAVE

13.1 Death and Bereavement Leave:

A regular Employee shall receive up to four (4) days off as approved by the Department head, or designee, without loss of pay in the event of death or serious illness with impending death in the immediate family of the Employee. For the purposes of this section, "immediate family" shall be defined as spouse, Domestic Partner, child, stepchild, mother, father, step parents, grandparents, grandchild, brother, sister, step siblings, child of a domestic partner, mother-in-law or father-in-law, persons living in the employee's immediate household, and grandparents of employee's spouse. Any time beyond this amount required because of travel or extenuating circumstances, or for time requested for a person other than specified in this section, shall be granted at the discretion of the employee's supervisor~~Department Head~~, and shall be chargeable to accrued leaves (i.e. vacation, sick leave, compensatory time) if any, and shall otherwise be without pay.

ARTICLE 14 - BENEFITS FOR REGULAR PART-TIME EMPLOYEES

14.1 Benefits for Regular Part-time Employees:

If an Employee's scheduled hours are significantly and consistently less than those actually worked, the Employee shall receive benefits in proportion to the hours actually worked.

14.2 Health Care Benefits for Regular Part-time Employees:

The City agrees to pay the premiums for health care benefits for regular part-time Employees in an amount equal to the percentage used for determining vacation accrual in the Personnel Manual multiplied by the health care premium paid by the City for full-time regular Employees.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.1 Standard Work Day:

A normal work schedule for full-time Employees shall consist of either:

- Eight hours five days per week;
- Ten hours four days per week; or
- Nine hours for four days and one eight- hour day in one week, plus nine hours for four days in a second week.

Alternative work schedules differing from the above are permitted when mutually agreed to by the employee and the employee's supervisor.

For FLSA and payroll purposes the standard workweek shall be Monday at 12:00 a.m. to Sunday at 11:59 p.m. Alternative work schedules outside Monday through Friday will adjust their FLSA workweek accordingly to meet the double time rate as detailed below.

Each normal work day will include an unpaid meal period of between thirty minutes to one (1) hour and two (2) fifteen (15) minute breaks.

The City shall have the right, upon giving fifteen (15) days' prior notice, to change the schedules referred to herein when deemed necessary to more effectively accomplish any of its responsibilities. The City will not manipulate work schedules for the sole purpose of avoiding payment of overtime.

15.2 Flex-time:

Flex-time is when an employee temporarily adjusts their schedule, upon supervisor approval, within the same pay period. Flex-time will not be unreasonably denied.

Time worked beyond the employee's standard work day schedule shall not be considered overtime if the additional hours are part of the flex-time schedule agreed to by the Employee and supervisor

15.3 Overtime:

The City will pay non-exempt employees for overtime work at the nearest 15 minute (quarter hour) increment of time. Thus, if an employee works more than ~~7 minutes and 30 seconds~~ 8 minutes, the employee will be paid for 15 minutes (rounding up) of overtime. Conversely, if an employee works less than ~~7 minutes and 30 seconds~~ 8 minutes, the employee will be paid for zero time (rounding down). For the purpose of computing overtime, only authorized holidays, sick leave, bereavement and vacation leave shall be considered as time worked.

Full-time non-exempt employees:

Full-time non-exempt employees who are required to work more than their normal day's work schedule as set forth in Section 1 above shall be compensated for such overtime hours at one-and-one-half (1 ½) times their regular hourly rate of pay. In the event a full-time non-exempt employee is required to work seven straight days, the employee shall be compensated for all hours worked on the seventh day at two (2) times their regular hourly rate of pay. In the event a full-time non-exempt employee is required to work on a Sunday, the employee will be compensated for all hours worked on Sunday at two (2) times their regular hourly rate of pay.

Part-time non-exempt employees:

Part-time non-exempt employees who are required to work beyond their normal work day shall be compensated as follows:

If the normal workday is...	Then the part-time Employee is compensated...
------------------------------------	--

Less than eight (8) hours	Straight time pay up to eight (8) hours then time-and-one-half (1 ½) after eight (8) hours
Eight (8) hours	Time-and-one-half (1 ½) after eight (8) hours
More than eight (8) hours	Time-and-one-half (1 ½) for time worked beyond their normal workday

Part-time non-exempt employees shall be compensated at time-and-one-half (1 ½) for all hours worked over forty (40) hours in any one workweek and at double time (2) for all hours worked on Sundays.

15.4 Compensatory Time:

A non-exempt Employee required to work overtime will be paid overtime at time-and-a-half UNLESS they choose, with the approval of their supervisor, to receive credit for compensatory time in lieu of overtime pay. If the Employee chooses this comp time option, they will receive comp time at a rate of one-and-one-half (1 ½) hours of compensatory time-off for each hour of overtime worked, up to a maximum of one hundred (100) comp time hours at any one time. Any hours over this limit shall be paid for at the overtime rate. For overtime hours worked on the seventh (7th) straight day of work by the Employee or for mandatory Sunday overtime, the Employee receiving approved comp time shall be credited with two (2) hours of compensatory time-off for each hour of overtime worked. An employee may only roll over one hundred (100) hours of comp time from one year to the next. Upon implementation of this agreement, any hours above the 100 hours must be cashed out at the employee’s base rate of pay.

Requests for use of compensatory time shall be made by the Employee to their supervisor in the same way as for vacation leave. Such requests shall be granted within a reasonable period given due consideration by the supervisor of the desires of the Employee, normal schedule of work, anticipated peak workloads, emergency requirements of staff and services, and the need for and availability of qualified substitute staff. Requests for use of compensatory time shall not be granted if doing so will unduly disrupt operation. Full-time inspection Employees will be encouraged to use their accrued compensatory time during off-peak workload periods.

At the employee’s request or upon termination of employment, non-exempt Employees will be paid for any accrued, but unused compensatory time hours at their current straight time rate of pay at the time of request or termination.

15.5 Professional Leave:

Employees exempt from overtime compensation under the Federal Fair Labor Standards Act (FLSA) are afforded greater flexibility with regard to their work day. Further, in recognition of the additional hours worked by an FLSA exempt Employee from time to time beyond their standard workweek, at the beginning of each calendar year, exempt Employees shall automatically be credited with six (6) days 48 hours of professional leave as of January 1 of each year. Professional leave is intended to be used for occasional paid days off without reducing an Employee’s accrued vacation. Use of professional leave must be approved by an individual’s supervisor. Professional leave may not be used to substitute for sick leave unless all sick leave has been used. Any

professional leave not used during the course of a calendar year shall be forfeited. Unused professional leave shall not be paid to an Employee upon resignation or termination.

15.6 Same Week Schedule Adjustments:

Nothing in this Article shall preclude exempt or non-exempt Employees and their supervisor from agreeing to work schedule adjustments in the same workweek. For non-exempt Employees adjustments shall be on a straight time, hour for hour basis.

15.7 Emergency Work:

During extended emergency work situations, meals may be provided, when authorized and approved by the Department Head or his or her designee, to the Employees involved in such extended work periods. Guidelines shall be established by the Department Head to provide for consistent application of this provision.

15.8 Callbacks:

Any Employee called back after finishing a regular duty shift or called to report on the Employee's regular day off shall be paid for the time so worked at the overtime rate but shall be guaranteed two (2) hours at the overtime rate should such call be for less than two (2) hours; provided, however, that any Employee assigned to standby duty and called out shall be guaranteed only one (1) hour at the overtime rate within each twenty-four hour period of such standby duty.

Both parties agree that Section 15.8 Callbacks may be reopened at any time as agreed upon by both parties to negotiate implementation of a Callback Practice different from that contained in this section.

15.9 Standby Duty:

Non-exempt Employees assigned to standby duty during their time off, and exempt Employees who have previously been assigned twenty-four (24) days of standby duty during that calendar year, shall be paid twenty percent (20%) of their regular straight-time hourly rate for each hour of standby. Employees assigned to standby on paid holidays specified in Article 9 shall be paid twenty-five percent (25%) of their regular straight-time hourly rate for each hour of standby; and it is further provided that the twenty-five percent (25%) rate shall apply for the entire weekend when the paid holiday is observed in conjunction with a weekend. All time actually worked by a standby Employee and paid at the overtime rate shall not be included as time for which standby pay is earned.

Both parties agree that Section 15.9 Standby Duty may be reopened at any time as agreed upon by both parties to negotiate implementation of a Standby Duty practice different from that contained in this section.

15.10 Union Business:

The City and Union recognize a shared interest in resolving issues that arise concerning administration of this labor agreement and the collective bargaining relationship as expeditiously as possible. Subject to prior approval of the Employer, which approval shall not be unreasonably withheld, Union representatives shall be allowed reasonable time

off with pay to perform Union business such as, for example, attending investigatory interviews, grievance meetings, labor-management meetings, and other legitimate union business. ~~Union representatives will accurately report on their E-timesheets the total number of hours during which they perform Union duties on paid City time.~~

Union executive board meetings are not permitted to be held during normal working hours, nor will they be paid. Employees are expected to use their lunch and break times to conduct such executive board meetings.

Two general membership meetings shall be allowed during work hours without loss of pay, one during negotiations and one to vote on the ratification of the contract.

The Union will provide the employer, at the employer's request, with a current list of its officers and designated Union representatives and shall maintain the list in a current state.

ARTICLE 16 - SAVINGS CLAUSE

16.1 Savings Clause:

Should any section of this Agreement or any attachments thereto be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any provision be restrained by such tribunal, the remainder of this Agreement and addendum's shall not be affected thereby and both parties agree to meet and negotiate a substitute for any clause declared illegal.

ARTICLE 17 - SCOPE OF BARGAINING

17.1 Personnel Manual:

The City of Redmond Personnel Manual authorized by Ordinance, and as supplemented or amended hereafter by Executive Order, is hereby made a part of this Agreement. The contents of the Personnel Manual are not intended to adversely change or replace any provision of this Agreement with respect to bargaining unit members. The Union retains the right to prior notice and an opportunity to negotiate any revision or amendment to the Personnel Manual which affects a mandatory subject of bargaining.

~~The City will give thirty (30) calendar days' notice prior to any changes.~~ It is agreed that any change to the provisions of the current Personnel Manual affecting a mandatory subject of bargaining relating to the bargaining unit shall be made only after written notice to the Union. Within ~~fourteen (14)~~ thirty (30) calendar days of receipt of said notice, the Union shall inform the City in writing whether or not it agrees to the proposed change. Upon notification of agreement, or the failure of the Union to respond within ~~fourteen (14)~~ thirty (30) calendar days, the provision may be changed. Upon notification of disagreement, the Union shall agree to begin negotiation over the change within thirty (30) calendar days of so notifying the City. ~~The City and Union may agree to defer negotiation of the proposed change to the next negotiations addressing the entirety of the collective bargaining agreement.~~

17.2 Entire Agreement:

The parties agree that each has had full and unrestricted right and opportunity to make,

advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein referenced. Any modifications or supplements to this Agreement that are mutually agreed to shall be put in writing.

17.3 Labor/Management Committee:

The parties agree to jointly maintain and support a Labor/Management Committee. The aim of the Committee will be to promote communication and understanding between labor and management on issues of mutual concern, as well as to discuss possible solutions to problems affecting labor/management relations.

The Committee will have up to eight (8) members, up to four (4) members appointed by the City and up to four (4) members appointed by the Union. Committee members will set guidelines for the Committee's operation. The Committee shall meet on a quarterly basis or as otherwise agreed by the parties in writing. The City shall schedule quarterly committee meetings. Additional meetings may be held at the request of either party, provided five (5) days' notice of the meeting is given together with notice of the intended topics for discussion.

ARTICLE 18 - TERM OF AGREEMENT

18.1 Term of Agreement:

This Agreement shall become effective ~~October 1, 2019~~January 1, 2023, and shall remain in effect through December 31, ~~2025-2022~~.

All 2023 contract amendments affecting wages and overtime pay will be effective January 1, 2023, unless otherwise specified. All other contract amendments will be effective on the first payroll period after the ratification of the agreement by both parties but no earlier than January 1, 2023.

The parties agree that should the 2019-2022 CBA expire before this agreement is reached, retroactive application of any contract amendments governing wages and overtime compensation for the period between January 1, 2023 and the ratification of this agreement will be paid only to individuals who:

- (a) are on the payroll as of the date of ratification,
- (b) have retired between January 1, 2023 and the date of ratification, or
- (c) permanently left employment as a result of disability between January 1, 2023 and the date of ratification.

Merit pay increases or merit lump sum payments based on a performance appraisal shall be included in the retroactive application of the contract if the appraisal was due during the retroactive period covered by this section. The parties intend that a late performance appraisal will not negatively affect an employee's retroactive wages.

Dated this _____ day, of _____, 2019.

CITY OF REDMOND, WASHINGTON

REDMOND CITY HALL EMPLOYEES ASSOCIATION

ANGELA BIRNEY, MAYOR

JOSEPH P. O'LEARY, RCHEA CHAIRPERSON

ATTEST:

CHERYL XANTHOS, CITY CLERK

DATE

City of Redmond

Appendix A – COLA and Pay Plans

A.1 Cost of Living Adjustments (COLAs).

a) Effective January 1, ~~2020~~2023

Effective January 1, ~~2020~~2023, employees shall receive a cost-of-living adjustment equal to ~~7%~~100% of the June 2019 CPI-W for the Seattle area, with a 2% minimum and 5% maximum.

b) Effective January 1, ~~2021~~2024

Effective January 1, 2021, employees shall receive a cost-of-living adjustment equal to 100% of the ~~first half annual 2023 June 2020~~ CPI-W for the Seattle/Tacoma/Bellevue area, with a 2% minimum and ~~5%~~56% maximum.

c) Effective January 1, ~~2022~~2025

Effective January 1, 2022, employees shall receive a cost-of-living adjustment equal to 100% of the ~~first half annual 2024 June 2024~~ CPI-W for the Seattle/Tacoma/Bellevue area. With a 2% minimum and 5% maximum.

If the CPI-W percentage is negative, there shall be no cost-of-living adjustment.

A.2 R Pay Plan.

| [See attached Pay Plans.](#)

Grade	FLSA	Position	Monthly		
			Minimum	Midpoint	Maximum
RA10	E	Accountant	\$4,953	\$5,820	\$6,687
RA20	E	Accountant—Senior	\$5,629	\$6,615	\$7,601
RA25	NE	Accounting Specialist—Associate	\$3,783	\$4,351	\$4,919
RA26	NE	Accounting Specialist—	\$4,247	\$4,884	\$5,520
RA27	NE	Accounting Specialist—Senior	\$4,840	\$5,568	\$6,295
RA30	NE	Administrative Assistant	\$4,032	\$4,738	\$5,444
RA50	NE	Administrative Specialist	\$4,369	\$5,134	\$5,899
RB01	NE	Building Inspector Technician	\$4,764	\$5,478	\$6,192
RB20	NE	Building Inspector	\$5,728	\$6,587	\$7,446
RB30	NE	Building Inspector—Senior	\$6,301	\$7,246	\$8,191
RB70	NE	Business Application Specialist	\$5,227	\$6,142	\$7,056
RB75	E	Business Analyst	\$6,164	\$7,243	\$8,321
RB80	E	Business Systems Analyst—ERP	\$6,951	\$8,167	\$9,384
RB80	E	Business Systems Analyst—HRIS	\$6,951	\$8,167	\$9,384
RB85	E	Business Systems Analyst Sr—ERP	\$7,597	\$8,926	\$10,256
RB85	E	Business Systems Analyst Sr—HRIS	\$7,597	\$8,926	\$10,256
RC05	NE	Capital & Grant Analyst	\$5,387	\$6,330	\$7,272
RC20	NE	Code Enforcement Officer	\$5,606	\$6,446	\$7,286
RC25	E	Communications & Marketing Project Administrator	\$6,167	\$7,247	\$8,327
RC35	NE	Communications & Marketing Specialist	\$5,528	\$6,496	\$7,463
RC40	NE	Construction Inspector—	\$5,609	\$6,450	\$7,290
RC50	NE	Construction Inspector—Lead	\$6,212	\$7,299	\$8,385
RC60	E	Cultural Arts Administrator	\$6,204	\$7,290	\$8,375
RD20	NE	Department Administrative Coordinator	\$5,118	\$6,013	\$6,909
RD40	NE	Deputy City Clerk	\$5,393	\$6,337	\$7,281
RE10	E	Engineer	\$6,817	\$8,010	\$9,203
RE01	NE	Engineer—Associate	\$5,645	\$6,633	\$7,621
RE20	E	Engineer—Senior	\$8,005	\$9,406	\$10,807
RE40	NE	Engineering Technician	\$5,178	\$5,955	\$6,732
RE30	NE	Engineering Technician—Associate	\$4,169	\$4,898	\$5,628
RE50	NE	Engineering Technician—Senior	\$5,725	\$6,727	\$7,729
RE60	NE	Environmental Scientist—Associate	\$5,330	\$6,129	\$6,928
RE65	E	Environmental Scientist—	\$6,579	\$7,730	\$8,881
RE70	E	Environmental Scientist—Senior	\$7,118	\$8,364	\$9,610
RE75	E	Environmental Sustainability Program Manager	\$5,749	\$6,755	\$7,761
RF10	E	Financial Analyst	\$5,659	\$6,650	\$7,640
RF20	E	Financial Analyst—Senior	\$6,753	\$7,935	\$9,117
RG10	NE	GIS Data Technician	\$4,762	\$5,595	\$6,428
RG15	NE	GIS Analyst	\$5,570	\$6,545	\$7,520
RG20	NE	GIS Analyst—Senior	\$6,192	\$7,276	\$8,360
RG01	NE	Graphics Designer	\$4,973	\$5,844	\$6,714
RI10	E	Infrastructure Systems Engineer	\$7,636	\$8,972	\$10,309

RL01	NE	Legal Assistant	\$4,703	\$5,527	\$6,350
RM10	E	Management Analyst	\$5,629	\$6,614	\$7,599
RN01	E	Network Analyst	\$6,624	\$7,783	\$8,942
RN10	E	Network Systems Engineer	\$7,253	\$8,522	\$9,791
RP01	NE	Paralegal	\$5,341	\$6,276	\$7,211
RP10	NE	Payroll Analyst	\$4,741	\$5,571	\$6,401
RP15	NE	Permit Technician	\$4,641	\$5,453	\$6,265
RP20	NE	Planner – Assistant	\$5,068	\$5,955	\$6,842
RP25	E	Planner	\$5,890	\$6,921	\$7,951
RP35	E	Planner – Principal	\$7,407	\$8,703	\$9,999
RP30	E	Planner – Senior	\$6,704	\$7,877	\$9,050
RP45	NE	Plans Examiner –	\$6,192	\$7,276	\$8,360
RP65	E	Program Administrator	\$6,258	\$7,353	\$8,448
RP66	NE	Program Aide	\$3,147	\$3,698	\$4,249
RP67	NE	Program Assistant	\$4,227	\$4,967	\$5,707
RP70	NE	Program Coordinator	\$5,333	\$6,266	\$7,198
RP75	E	Programmer Analyst	\$6,262	\$7,358	\$8,454
RP80	E	Programmer Analyst – Senior	\$7,887	\$9,267	\$10,647
RP85	NE	Purchasing Agent	\$5,027	\$5,907	\$6,786
RP90	E	Purchasing Agent – Senior	\$6,162	\$7,240	\$8,318
RR05	NE	Records Management Specialist	\$5,352	\$6,288	\$7,225
RR01	E	Recreation Program Administrator	\$5,956	\$6,999	\$8,041
RS30	E	Security and Compliance Analyst	\$6,837	\$8,033	\$9,230
RS10	E	Senior Systems Analyst	\$7,430	\$8,730	\$10,030
RS15	NE	Stormwater Inspector	\$5,473	\$6,431	\$7,389
RS20	NE	Systems Support Specialist	\$5,294	\$6,220	\$7,147
RT10	E	Technical Systems Coordinator	\$5,953	\$6,995	\$8,037
RT30	E	Technology Project Manager	\$7,832	\$9,202	\$10,573
RT20	E	Transportation Strategic Advisor	\$8,272	\$9,720	\$11,167

A.3 Request for Reclassifications.

Refer to the Personnel Manual, Chapter 6. Reclassification recommendations will be discussed with the Union before any final decisions are made.

A.4 Pay Range Adjustments.

When there is a change to an employee's pay range, the employee's pay will be adjusted in accordance with the following:

1. When the base pay of individual employees is found to be below the bottom of the new salary range, the employee's pay will be raised to the bottom of the new range and employees will be eligible for merit pay increases.
2. When the base pay of an employee is above the top of the new salary range, the employee's pay will be frozen until such time as their base pay is within the assigned salary range for their position. Employees

who are beyond the top of their range, will continue to be eligible for merit pay increases.

3. When the base pay of an employee is within the new salary range, no adjustment will be made to the employee's pay, and the employee will be eligible for merit increases.

A.5 Market Analysis.

The Human Resources Department ~~may will~~ conduct a Market Analysis of all RCHEA bargaining unit positions ~~at least once every three years~~ to coincide with the negotiation of the collective bargaining agreement between the City and Union. The Market Analysis shall include review of recently published salary survey(s), ~~and~~ data from local jurisdictions, and internal salary alignment.

**The City of Redmond
And
Redmond City Hall Employees Association (RCHEA)**

**Summary of Major Changes to RCHEA Contract for
1-1-2023 through 12-31-2025**

The City and the Redmond City Hall Employees Association (Union) reached a tentative agreement, pending Council Approval, that meets the needs of both the Union and the City. The Collective Bargaining Agreement (CBA) with the Union, if approved, will result in the following summary of the more notable changes to the contract. All changes are noted in the redline version of the CBA.

Article 4 – Layoff Procedure

- New section on separation pay for employees if laid off

Article 5 – Probationary Period

- Probationary period for new employees increased to 12 months with extensions only in cases of extended leave.
- An Employee may request to resign in lieu of termination, granted at management discretion.

Article 8 – Wages

- \$200/mo “Experience Recognition Pay” (formerly Longevity) for employees with 5 yrs+

Article 9 – Holidays

- Juneteenth added
- For Holidays that fall on day off, employee may flex or time will be added to Vac Bank.

Article 15 – Hours of Work and Overtime

- Standard work week defined. 0000 hrs Monday to 2359 hrs Sunday
- Employees may cash out compensatory time on request

Article 18 – Term of Agreement

- 3-yr contract; 2023-2025

Appendix A – COLA and Pay Plans

- New salary banding compensation structure effective 1/1/2023
- 2023 COLA increases of 7% (Effective 1/1/2023) + lump sum payment for those employees over the max of the new pay range
- 2024 COLA is First-Half CPI-W with 2% min – 6% max. (Effective 1/1/24)
- 2025 COLA is First Half CPI-W with 2% min – 5% max. (Effective 1/1/25)

**Summary of Major Changes to RCHEA Contract for
1-1-2023 through 12-31-2025**

Signing Bonus MOU

- Signing Bonus: \$2400 each member, one time (Effective 1/1/23) – In exchange for signing the contract, for approving the salary band structure, for accepting the CPI-W first half annual (instead of June CPI-W), for the removal of the Payroll Analyst and Environmental Sustainability Program Manager from the union, and the 12-month probationary period.

Experience Recognition Pay Lump Sum MOU

- Lump Sum to Tracy Kimmel: \$2400 (\$200x12) for the first year 2023 experience recognition pay to Tracy in exchange for the union allowing her body of work to move from the union to non-union. (Effective 1/1/23)

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON ESTABLISHING UPDATED 2023 SALARY
RANGES FOR REGULAR AND SUPPLEMENTAL
EMPLOYEES REPRESENTED BY THE REDMOND CITY
HALL EMPLOYEES ASSOCIATION (RCHEA)

WHEREAS, the City of Redmond recently completed labor contract negotiations with the Redmond City Hall Employees Association (RCHEA) representing clerical, professional and technical employees; and

WHEREAS, the negotiations resulted in amendment of the R Pay Plan salary ranges adopted by Ordinance No. 3064 and R-S Pay Plan supplemental salary ranges adopted by Ordinance No. 3064.

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

Section 1. Amended 2023 R Pay Plan Adopted. Effective January 1, 2023, Salary ranges in the R Pay Plan adopted by Ordinance 3064 shall be amended and replaced by Amended 2023 R Pay Plan. The salary ranges in the Amended 2023 R Pay Plan, attached to this ordinance as Exhibit 1, were market priced and some salary ranges will be increased by variable amounts to reflect current market conditions as compared to the current R Pay Plan adopted by Ordinance 3064. The Amended 2023 R Pay Plan

for regular employees is attached as Exhibit 1 and is incorporated herein as if set forth in full.

Section 2. Amended 2023 Supplemental R-S Pay Plan Adopted.

Effective January 1, 2023, Salary ranges in the R-S Pay Plan adopted by Ordinance 3064 shall be amended and replaced by the Amended 2023 Supplemental R-S Pay Plan. The salary ranges in the Amended 2023 Supplemental R-S Pay Plan, attached to this Ordinance as Exhibit 2, are calculated based on the salary ranges in the Amended 2023 R Pay Plan and will be increased by variable amounts as compared to the current R-S Pay Plan adopted by Ordinance 3064. The Amended 2023 Supplemental R-S Pay Plan is adjusted to increase the salary ranges for supplemental employees to within eighty percent (80%) and one-hundred ten percent (110%) of the salary range minimum for comparable bargaining unit classifications set forth in the Amended 2023 R Pay Plan. The Amended 2023 R-S Pay Plan for supplemental employees is attached as Exhibit 2 and is incorporated herein as if set forth in full.

Section 4. 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 or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. 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 October, 2022.

CITY OF REDMOND

MAYOR ANGELA BIRNEY

ATTEST/AUTHENTICATED:

CITY CLERK, CHERYL XANTHOS, MMC

(SEAL)

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____

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

TENTATIVE AGREEMENT RCHEA Negotiations

The City of Redmond ("City") and the RCHEA Labor Union ("Union") is participating in negotiation of the Union's 2023-2025 collective bargaining agreement ("CBA"). A tentative agreement has been reached between the City and the Union regarding the language below. This tentative agreement is subject to final agreement of the entire contract.:

- City (Management Team, Mayor and/or City Council); and
- Union (Labor Team, Legal Counsel and/or RCHEA, Union Membership)

Tentative agreement by both parties 10-3-2022

Signing Bonus MOU

The City and Union have agreed to the following MOU language:

Whereas Statements:

WHEREAS: The City and the Union entered into negotiations for the 2023-2025 Collective Bargaining Agreement (CBA).

WHEREAS: During negotiations both sides made concessions to their proposals that ultimately led to agreement on the CBA.

WHEREAS: To recognize the Union's acceptance of the new banded compensation structure and to encourage the membership to accept the CBA, the City and the Union enter into a signing bonus agreement.

Agreement Statement:

The City agrees to a one-time Signing Bonus in the amount of \$2,400.00 for each member of the RCHEA bargaining unit who were on the payroll as of the ratification date of this MOU.

- The Signing Bonus will be a single payment that will not set precedent.
- The payment will be made on the January 25, 2023 paycheck.

TENTATIVE AGREEMENT RCHEA Negotiations

The City of Redmond ("City") and the RCHEA Labor Union ("Union") is participating in negotiation of the Union's 2023-2025 collective bargaining agreement ("CBA"). A tentative agreement has been reached between the City and the Union regarding the language below. This tentative agreement is subject to final agreement of the entire contract.:

- City (Management Team, Mayor and/or City Council); and
- Union (Labor Team, Legal Counsel and/or RCHEA, Union Membership)

Tentative agreement by both parties 10-20-2022

Union Work Removed from RCHEA MOU

The City and Union have agreed to the following MOU language:

Whereas Statements:

WHEREAS: The City and the Union entered into negotiations for the 2023-2025 Collective Bargaining Agreement (CBA).

WHEREAS: During negotiations both sides agreed to remove the Payroll Analyst classification from the union and allow for the corresponding body of work to no longer be considered union work.

WHEREAS: During negotiations, longevity was replaced by a new Experience Recognition Pay. The employee leaving the union is eligible for this pay but will not receive the benefit of it.

Agreement Statement:

The City agrees to a one-time payment of \$2,400.00 to the current Payroll Analyst (one employee), equal to the first 12 months of the Experience Recognition Pay that they would have received had they remained in the union.

- The payment will be a single payment that will not set precedent.
- The payment will be made on the January 25, 2023, paycheck.



2023 Pay Plan "R" - RCHEA Employees

Ordinance No. XXXX
Effective January 1, 2023

Salary				Monthly			Annual		
Grade	Band	FLSA	Classification	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
	R-85			\$9,513	\$11,179	\$12,843	\$114,160	\$134,154	\$154,116
RS__		E	Senior Infrastructure Systems Engineer						
RT20		E	Transportation Strategic Advisor						
	R-80			\$9,079	\$10,669	\$12,256	\$108,946	\$128,027	\$147,077
RE20		E	Engineer - Senior						
RP80		E	Programmer Analyst - Senior						
	R-75			\$8,549	\$10,046	\$11,541	\$102,586	\$120,553	\$138,491
RI10		E	Infrastructure Systems Engineer						
RS10		E	Senior Systems Analyst						
RT30		E	Technology Project Manager						
	R-70			\$8,262	\$9,709	\$11,153	\$99,140	\$116,503	\$133,839
RB85		E	Business Systems Analyst Sr - ERP						
RB85		E	Business Systems Analyst Sr - HRIS						
RE10		E	Engineer						
RE70		E	Environmental Scientist - Senior						
RP35		E	Planner - Principal						
RS30		E	Security and Compliance Analyst						
	R-65			\$7,777	\$9,139	\$10,499	\$93,323	\$109,667	\$125,986
RP30		E	Planner - Senior						
	R-60			\$7,573	\$8,899	\$10,224	\$90,876	\$106,792	\$122,683
RB80		E	Business Systems Analyst - ERP						
RB80		E	Business Systems Analyst - HRIS						
RC25		E	Communications & Marketing Project Administrator						
RN01		E	Infrastructure Systems Analyst						
	R-55			\$7,235	\$8,502	\$9,767	\$86,819	\$102,024	\$117,205
RB30		NE	Building Inspector - Senior						
RB75		E	Business Analyst						
RC50		NE	Construction Inspector - Lead						
RE65		E	Environmental Scientist						
RG20		NE	GIS Analyst - Senior						
RP65		E	Program Administrator						
RP75		E	Programmer Analyst						
	R-50			\$6,808	\$8,000	\$9,190	\$81,692	\$95,999	\$110,284
RA20		E	Accountant - Senior						
RB20		NE	Building Inspector						
RC40		NE	Construction Inspector						
RE01		NE	Engineer - Associate						
RE50		NE	Engineering Technician - Senior						
RP45		NE	Plans Examiner						
RP90		E	Purchasing Agent - Senior						
RP25		E	Planner						
RT10		E	Technical Systems Coordinator						



2023 Pay Plan "R" - RCHEA Employees

Ordinance No. XXXX
Effective January 1, 2023

Salary				Monthly			Annual		
Grade	Band	FLSA	Classification	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
R-45				\$6,511	\$7,651	\$8,789	\$78,128	\$91,811	\$105,473
RC05	NE		Capital & Grant Analyst						
RC20	NE		Code Enforcement Officer						
RF10	E		Financial Analyst						
RG15	NE		GIS Analyst						
RM10	E		Management Analyst						
RS15	NE		Stormwater Inspector						
R-40				\$6,303	\$7,407	\$8,510	\$75,641	\$88,889	\$102,116
RA10	E		Accountant						
RC35	NE		Communications & Marketing Specialist						
RD40	NE		Deputy City Clerk						
RP70	NE		Program Coordinator						
RR05	NE		Records Analyst						
R-35				\$6,062	\$7,124	\$8,184	\$72,744	\$85,485	\$98,205
RB70	NE		Business Application Specialist						
RD20	NE		Department Administrative Coordinator						
RP20	NE		Planner - Assistant						
RP01	NE		Paralegal						
RS20	NE		Systems Support Specialist						
R-30				\$5,679	\$6,673	\$7,666	\$68,143	\$80,077	\$91,993
RB01	NE		Building Inspector Technician						
RE40	NE		Engineering Technician						
RG01	NE		Graphics Designer						
RG10	NE		GIS Data Technician						
RP85	NE		Purchasing Agent						
R-25				\$5,358	\$6,297	\$7,234	\$64,301	\$75,562	\$86,806
RA50	NE		Administrative Specialist						
RA27	NE		Accounting Specialist - Senior						
RL01	NE		Legal Assistant						
RP15	NE		Permit Technician						
R-20				\$5,096	\$5,988	\$6,880	\$61,151	\$71,861	\$82,554
RA30	NE		Administrative Assistant						
RE30	NE		Engineering Technician - Associate						
RP67	NE		Program Assistant						
R-15				\$4,871	\$5,724	\$6,576	\$58,450	\$68,687	\$78,908
RA26	NE		Accounting Specialist						
R-10				\$4,229	\$4,970	\$5,709	\$50,747	\$59,634	\$68,508
RA25	NE		Accounting Specialist - Associate						
R-05				\$3,712	\$4,362	\$5,011	\$44,541	\$52,342	\$60,131
RP66	NE		Program Aide						



2023 Pay Plan "R-S" - RCHEA Supplemental

Ordinance No. XXXX
Effective January 1, 2023

				Hourly		
Grade	Band	FLSA	Classification	Minimum	Midpoint	Maximum
R-85				\$59	\$70	\$82
RS__		NE*	Senior Infrastructure Systems Engineer			
RT20		NE*	Transportation Strategic Advisor			
R-80				\$57	\$67	\$78
RE20		NE*	Engineer - Senior			
RP80		NE*	Programmer Analyst - Senior			
R-75				\$53	\$63	\$73
RI10		NE*	Infrastructure Systems Engineer			
RS10		NE*	Senior Systems Analyst			
RT30		NE*	Technology Project Manager			
R-70				\$51	\$61	\$71
RB85		NE*	Business Systems Analyst Sr - ERP			
RB85		NE*	Business Systems Analyst Sr - HRIS			
RE10		NE*	Engineer			
RE70		NE*	Environmental Scientist - Senior			
RN10		NE*	Network Systems Engineer			
RP35		NE*	Planner - Principal			
RS30		NE*	Security and Compliance Analyst			
R-65				\$48	\$58	\$67
RP30		NE*	Planner - Senior			
R-60				\$47	\$56	\$65
RB80		NE*	Business Systems Analyst - ERP			
RB80		NE*	Business Systems Analyst - HRIS			
RC25		NE*	Communications & Marketing Project Administrator			
RN01		NE*	Infrastructure Systems Analyst			
R-55				\$45	\$54	\$62
RB30		NE	Building Inspector - Senior			
RB75		NE*	Business Analyst			
RC50		NE	Construction Inspector - Lead			
RE65		NE*	Environmental Scientist			
RG20		NE	GIS Analyst - Senior			
RP65		NE*	Program Administrator			
RP75		NE*	Programmer Analyst			



2023 Pay Plan "R-S" - RCHEA Supplemental

Ordinance No. XXXX
Effective January 1, 2023

				Hourly		
Grade	Band	FLSA	Classification	Minimum	Midpoint	Maximum
R-50				\$42	\$50	\$58
RA20		NE*	Accountant - Senior			
RB20		NE	Building Inspector			
RC40		NE	Construction Inspector			
RE01		NE	Engineer - Associate			
RE50		NE	Engineering Technician - Senior			
RP45		NE	Plans Examiner			
RP90		NE*	Purchasing Agent - Senior			
RP25		NE*	Planner			
RT10		NE*	Technical Systems Coordinator			
R-45				\$41	\$48	\$56
RC05		NE	Capital & Grant Analyst			
RC20		NE	Code Enforcement Officer			
RF10		NE*	Financial Analyst			
RG15		NE	GIS Analyst			
RM10		NE*	Management Analyst			
RS15		NE	Stormwater Inspector			
R-40				\$39	\$47	\$54
RA10		NE*	Accountant			
RC35		NE	Communications & Marketing Specialist			
RD40		NE	Deputy City Clerk			
RP70		NE	Program Coordinator			
RR05		NE	Records Analyst			
R-35				\$38	\$45	\$52
RB70		NE	Business Application Specialist			
RD20		NE	Department Administrative Coordinator			
RP20		NE	Planner - Assistant			
RP01		NE	Paralegal			
RS20		NE	Systems Support Specialist			

2023 Pay Plan "R-S" - RCHEA Supplemental

Ordinance No. XXXX
 Effective January 1, 2023

Grade	Salary Band	FLSA	Classification	Hourly		
				Minimum	Midpoint	Maximum
	R-30			\$35	\$42	\$49
RB01		NE	Building Inspector Technician			
RE40		NE	Engineering Technician			
RG01		NE	Graphics Designer			
RG10		NE	GIS Data Technician			
RP85		NE	Purchasing Agent			
	R-25			\$33	\$40	\$46
RA50		NE	Administrative Specialist			
RA27		NE	Accounting Specialist - Senior			
RL01		NE	Legal Assistant			
RP15		NE	Permit Technician			
	R-20			\$32	\$38	\$44
RA30		NE	Administrative Assistant			
RE30		NE	Engineering Technician - Associate			
RP67		NE	Program Assistant			
	R-15			\$30	\$36	\$42
RA26		NE	Accounting Specialist			
	R-10			\$26	\$31	\$36
RA25		NE	Accounting Specialist - Associate			
	R-05			\$23	\$27	\$32
RP66		NE	Program Aide			

*All supplemental employees are marked as non-exempt because they are paid on an hourly basis. This does not impact the FLSA status of the positions on the regular employee pay plan.



Memorandum

Date: 11/1/2022
Meeting of: City Council

File No. AM No. 22-166
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Chris Weber	Cultural Arts Administrator
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TITLE:
Approval of a 4Culture Art Grant in the Amount of \$21,975

OVERVIEW STATEMENT:

City staff is seeking approval from City Council to authorize the Mayor to accept a 4Culture Grant Contract in the amount of \$21,975 for use funding Cultural Arts projects. This grant supports the 3rd annual Public Art Intensive Eastside workshop and temporary public art exhibit.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2013 Cultural Corridor Master Plan, 2015 PARCC Plan, 2017 Public Art Plan
- **Required:**
Council approval is required for grant acceptance.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Overall, Cultural Arts programs and projects enhance livability in Redmond and contribute to making Redmond a great place to live, work, play, and invest. The Public Art Intensive Eastside trains the next generation of Eastside public artists

and displays artworks from these emerging artists as part of Redmond Lights.

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:
#000249 (Arts & Community Events)

Budget Priority:
Vibrant & Connected

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

If yes, explain:
N/A

Funding source(s):
Arts Activity Fund, 4Culture Grant

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/25/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

Recommending approval to approve/accept the 4Culture Grant Contract in November to receive funds for Winter projects.

ANTICIPATED RESULT IF NOT APPROVED:

Reduced funding available for remaining 2022 projects.

ATTACHMENTS:

Attachment A - 4Culture Grant Contract



TEL 206.296.7580
TTY 711

101 PREFONTAINE PL S
SEATTLE WA 98104

WWW.4CULTURE.ORG

GRANT INFORMATION

CONTRACTOR INFORMATION

City of Redmond
Angela Birney
Mayor
PO Box 97010
Redmond, Washington 98073
(425) 556-2313

Your Contract #: 122358A
Arts Sustained Support - 1750
Motion #: 2022-20

PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$21,975.00 for the *2022 Arts Sustained Support* project. The contract starts on 01/01/22 and ends on 12/31/22.

For questions, contact Bret Fetzer at bret.fetzer@4culture.org or (206) 263-1599.

SCOPE OF SERVICE

City of Redmond and 4Culture, the Cultural Development Authority of King County, mutually agree that the following services be provided in accordance with the application submitted to and approved by the 4Culture Board.

Support for 2022 Programs, including events or activities with actual expenses in excess of the amount of this organization's Arts Sustained Support award, occurring between Jan 1 and Dec 31 of this year, and which are open and publicized to the community. Funds are provided on a cost reimbursement basis, including any overhead, personnel, rent, insurance, and related operating expenses necessary as part of the production of activities and experiences supported by this award.

Payable upon completion of events or activities that fulfill the requirements above and submittal of an invoice, including documentation regarding:

- Final project budget, actual
- Samples of programs, brochures, or other marketing materials featuring the 4Culture logo, if available
- Photos of the event, if available

Final payment will not be made until acknowledgment is submitted

PUBLIC BENEFIT

In partnership with the Redmond Arts Commission, the Redmond Arts Program supports local artists, organizations and the creative community in making Redmond a culturally rich place to live, work and visit. The annual programming includes performances, installations, workshops, and artist support opportunities that are always free to the community. The Public Art Intensive Eastside program invests in training the next generation of Eastside King County public artists, who can create culturally relevant artworks that represent the regions diverse population. This free multi-day intensive workshop culminates with an exclusive opportunity for these artists to apply to a temporary public art call for a chance to be paid to create and display artwork at the City's signature event Redmond Lights.

CONTRACTOR INSTRUCTIONS

Please electronically sign this Contract within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Contract. If there is an error in the document, or if you need to request changes in your Scope of Service or other items, please contact your Program Manager listed above.

1. **Services** – Please review the information, Specific Scope, and Public Benefit sections above carefully. These explain the services you are agreeing to provide in accordance with the application you submitted to 4Culture.
2. **Enclosures** – Please download and complete any required enclosures listed below and e-mail to 4Culture at attachments@4culture.org. Enclosures with private information (e.g. social security numbers on a W-9) may be mailed to 4Culture, 101 Prefontaine Pl S, Seattle, WA 98104-2672.
 - a. Items to be returned **at the time you sign the contract**:
 - [W-9](#)
 - b. **At the time you are requesting payment**, you will need to provide appropriate documentation such as an interim invoice, final invoice, evaluation, or digital photos. Please review your specific grant program requirements at 4Culture's website: [Manage Your Award](#).
3. **4Culture Logo** – For details of the requirements for acknowledging 4Culture support, please refer to Section I, C. of the contract. The [4Culture logo](#) is available for download in PDF, EPS, and Jpeg formats.

Promote your 4Culture funded project using our [Media Kit](#). Find out what's required, what you can do, and how we can help.

4. **Signature** – Follow the link in the e-mail message - you will be walked through a few simple steps to read and sign the contract at Conga Sign. A copy of the Contract will be e-mailed to you as a PDF after it has been signed by 4Culture’s Executive Director.

AGENCY SERVICES CONTRACT

THIS CONTRACT is entered into by the CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4Culture"), whose address is 101 Prefontaine Place South, Seattle, WA 98104-2672 and telephone number is (206) 296-7580 and the Contractor as named on the attached Contract Information Sheet. The Contractor is an art, cultural, preservation or historical organization or specialist identified by 4Culture as qualified to receive funds pursuant to King County Code Sections 2.48 and 4.42 and RCW 67.28.180 and as hereinafter may be amended. The 4Culture Board of Directors approved providing funds for this project in the motion referenced in the Contract Information Sheet.

4Culture desires to provide funds with which the Contractor shall render certain services to King County citizens. Such services are for the benefit of King County citizens and are provided by museums, performing arts experiences, heritage services and preservation activities and are consistent with those defined in RCW 67.28.180 ("Public Benefit Services").

4Culture is organized pursuant to King County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

The legislative authority of 4Culture has found and declared that providing funds to Contractor to reimburse costs in consideration of services provided hereunder constitutes a public purpose with the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICES

A. The Contractor shall provide services and comply with the requirements set forth hereinafter and in the Grant Information cover sheet.

B. Purchase of Services. Funds awarded under this Agreement shall be used solely to reimburse the Contractor for expenses incurred solely in accordance with the Project Proposal and Budget made by the Contractor, and the final agreed upon Specific Scope of Services identified by 4Culture. The work described generally by the Project Proposal and Budget and more specifically by the Specific Scope of Services, including an identified Public Benefit shall hereinafter be referred to as the "Project".

C. Contractor agrees to acknowledge **4Culture** support in all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the period this contract is in force, with the credit line "this project was supported, in part, by 4Culture/King County Lodging Tax", and/or by the use of the **4Culture logo**.

D. The Contractor agrees to notify 4Culture whenever possible in advance of any public benefit Project activities.

II. DURATION OF CONTRACT

This Agreement shall commence and terminate on dates noted on the Contract Information Sheet. This Agreement, however, may be terminated earlier as provided in Section IV hereof.

III. COMPENSATION AND METHOD OF PAYMENT

A. 4Culture shall reimburse the Contractor for its actual and authorized expenditures incurred in satisfactorily completing the services contracted for and otherwise fulfilling all other requirements specified in this contract in an aggregate amount indicated on the Contract Information Sheet.

B. Contractor shall submit an invoice and any reports required, not more than 30 days after the completion of each specified phase identified there. 4Culture will initiate authorization for payment after approval of corrected invoices and reports. 4Culture shall make payment to the contractor not more than 60 days after an approved invoice is received.

C. Contractor shall submit its final invoice and all outstanding evaluations, reports and deliverables within 30 days of the date this Agreement terminates. If the contractor's final invoice and reports are not submitted by the day specified in this subsection, 4Culture will be relieved of all liability for payment to the contractor of the amounts set forth in said invoice or any subsequent invoice.

D. If the Contractor fails to comply with any terms or conditions of this contract or to provide in any manner the work or services agreed to herein, 4Culture may withhold any payment to the Contractor until 4Culture is satisfied that corrective action, as specified by 4Culture, has been completed. This right is in addition to and not in lieu of 4Culture's right to terminate this contract as provided in Section IV, any other rights of 4Culture under this Agreement and any other right or remedy available to 4Culture at law or in equity.

IV. TERMINATION OF AGREEMENT

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of its covenants, agreements or stipulations of this Agreement, 4Culture may terminate this Agreement and withhold the remaining allocation. Prior to so terminating this Agreement, 4Culture shall submit written notice to the Contractor describing such default or violation. 4Culture shall not so terminate this Agreement if 4Culture determines that Contractor has, within twenty (20) days of the date of such notice, fully corrected such default or violation.

V. MAINTENANCE OF RECORDS

A. The Contractor shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all contract funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement.

B. These records shall be maintained for a period of six (6) years after termination of this Agreement unless a longer retention period is required by law.

VI. AUDITS AND EVALUATIONS

A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.

B. The Contractor shall provide right of access to its facilities, including by any subcontractor to 4Culture, the King County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. 4Culture will give advance notice to the Contractor in the case of fiscal audits to be conducted by 4Culture.

C. The Contractor agrees to cooperate with 4Culture in the evaluation of the Contractor's performance under this contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17 (Public Records Act).

VII. PROPRIETARY RIGHTS

If any patentable or copyrightable material or article should result from the Project, all rights accruing from such material or article shall be the sole property of Contractor. Contractor agrees to and does hereby grant to 4Culture, an irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement, solely for non-commercial publicity and marketing purposes. The foregoing license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of Contractor which are modified for use in the performance of this Agreement. 4Culture will not use, license, distribute or gift any of Contractor's work, material, article or method for profit.

VIII. FUTURE SUPPORT

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

IX. HOLD HARMLESS AND INDEMNIFICATION

A. In providing services under this Agreement, the Contractor is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. The Contractor shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The Contractor is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. The Contractor and its officers, agents, and employees shall make no claim of career service or civil service rights which may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees and/or others by reason of this Agreement. To the extent allowed by law, the Contractor shall protect, defend, indemnify and save harmless 4Culture and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Agreement. The Contractor shall also defend, indemnify, and save harmless 4Culture, and its officers, agents, and employees, from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

B. To the full extent provided by applicable law, the Contractor shall protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. If this Agreement is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" within the meaning of RCW 4.24.225, the Contractor shall so protect, defend, indemnify, and save harmless 4Culture, its officers, employees, and agents only to the extent of the Contractor's, its officers', employees', and/or agents' negligence. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright.

X. CONFLICT OF INTEREST

A. Chapter 42.23 RCW (Code of Ethics for Municipal Officers--Contract Interests) is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of such Chapter shall be a material breach of contract.

B. In addition, Contractor represents, warrants and covenants that no officer, employee, or agent of 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Specific Scope of Contract Services funded herein, has or shall have any beneficial interest, directly or indirectly, in this contract. The Contractor further represents, warrants and covenants neither it nor any other person beneficially interested in this Agreement has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Agreement. The Contractor shall take all appropriate steps to assure compliance with this provision.

XI. INSURANCE REQUIREMENTS

A. Contractor shall procure, at its sole cost and expense, Commercial General Liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractors. Each policy shall be written on an "Occurrence" basis.

B. Minimum Scope of Insurance shall be Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project.

C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to 4Culture and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Policies

a.) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

b.) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

c.) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

a.) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this contract. No material change, or cancellation or nonrenewal of any policy required by this contract shall occur without thirty (30) days' prior written notice to 4Culture.

E. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VIII.

F. Verification of Coverage

4Culture, reserves the right to request that contractor submit the certificate(s) of insurance evidencing compliance with all requirements set forth above.

XII. NONDISCRIMINATION

A. During the performance of this Agreement, Contractor shall comply with state, federal and local legislation requiring nondiscrimination in employment and the provision of services to the public, including, but not limited to: Title VI of the Civil Rights Act of 1964; chapter 49.60 RCW (the Washington state law against discrimination); K.C.C. chapter 12.16 regarding discrimination and affirmative action in employment by contractors, subcontractors and vendors; K.C.C. chapter 12.17 prohibiting discrimination in contracting; K.C.C. chapter 12.18 requiring fair employment practices; K.C.C. chapter and 12.22 prohibiting discrimination in places of public accommodation.

B. The Contractor shall maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Agreement. The Contractor shall make such documents available to 4Culture for inspection and copying upon request.

XIII. NOTICES

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive officer of Contractor and the Executive Director of 4Culture at the addresses first written above. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XIV. GENERAL PROVISIONS

No modification or amendment to this Agreement shall be valid unless made in writing and signed by the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. 4Culture's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

XV. ATTORNEYS' FEES; EXPENSES

Contractor agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture's legal expenses, incurred in connection with the enforcement of this Agreement. 4Culture may pay someone else to help enforce this Agreement, and Contractor shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Contractor also shall pay all court costs and such additional fees as may be directed by the court. Notwithstanding the foregoing, subject to RCW 4.84.330, if either Contractor or 4Culture is the prevailing party in any action to enforce the provisions this Agreement, then such prevailing party shall be entitled to reasonable attorneys' fees in addition to costs and necessary disbursements.

XVI. SURVIVAL

The terms and conditions of Sections III, V, VI, VII, VIII, IX, XI, XII, XIII, XIV and XV shall survive the termination of this Agreement and shall be continuing obligations of the parties.

4CULTURE:

CONTRACTOR:

\signature3

\signature1

\fullname3

\fullname1

\title3

\title1

\date3

\date1

\initial2



Memorandum

Date: 11/1/2022
Meeting of: City Council

File No. AM No. 22-167
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Zach Houvener	Recreation Business Manager
Parks	Jeffrey Guptil	Customer Experience Administrator

TITLE:

Approval to Extend Contract for Recreation Software with ACTIVE Network, LLC. for One Year

OVERVIEW STATEMENT:

We are seeking to renew our contract with our current software provider, ACTIVE Network, LLC., for a one-year contract extension via an amendment to our current contract that would continue our relationship through March 2024. This extension will allow the department time to complete our business assessment, configuration, data migration, testing, and training with a new product named "SmartRec" by Amilia Technologies USA Inc., with an anticipated launch to the public in March 2024. Selection of the new software followed all Purchasing policies, including a competitive RFP process and will come to City Council for approval.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
PARCC Plan
- **Required:**
Council approval is required to award a Consulting Services Agreement that exceeds \$75,000
- **Council Request:**
N/A
- **Other Key Facts:**

OUTCOMES:

Renewing our contract with our current software provider, ACTIVE Network, LLC., for one year would allow the department time for kick-off, business process assessment, configuration planning, data migration, staff training, testing, and launching new recreation software “SmartRec” to the public with Amilia Technologies USA Inc.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The cost will come out of the Recreation Activity Fund and will follow the transactional schedule below:

- Public Interface Online Transaction Fee: 5.14%
- Staff Interface Processing/ Technology Fee: 2.14 %
- Staff Interface Credit Card Processing Fee: 3.00%
- ECP: 0.5%

These fees are direct costs that are in line with our cost recovery and are built into our fees for programs.

In 2021 the total cost was \$94,607.07 with higher revenues and associated fees projected for the period March 2023 - March 2024 due to increased department offerings and demand.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

00217

Budget Priority:

Healthy and Sustainable: Community Recreation.

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

If yes, explain:

Funding source(s):

Directly funded by revenue from recreation activity registration and rental revenue that meets Parks and Recreation cost recovery targets.

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/25/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/1/2022	Business Meeting	Approve

Time Constraints:

If there are delays in signing the extension with ACTIVE Network, LLC, operations of the Parks and Recreation Department will be impacted as the contract is on its final extension. Additionally, it would impact the ability to transition to a new software that has been selected through a competitive process.

ANTICIPATED RESULT IF NOT APPROVED:

If the contract with ACTIVE Network, LLC. is not extended, this would create a gap of several months where we would be without an adequately implemented recreation software system.

ATTACHMENTS:

Attachment A: ActiveNet Amendment Schedule

**AMENDMENT #1
TO THE AGREEMENT**

This Amendment No. 1 (this "**Amendment 1**") is made effective as of _____ (the "**Amendment 1 Effective Date**") by and between the City of Redmond (the "**City**") and Active Network, LLC ("**Consultant**") and amends that certain Consultant Agreement, dated as of September 1, 2015, (the "**Agreement**") entered into by the Parties. City and Consultant are also individually referenced herein as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW THEREFORE in consideration of the mutual covenants, recitals and promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto hereby agree as follows:

1. **Changes to the Agreement.**

- A. Paragraph 16 of Exhibit C, Products and Services Agreement Contract #00050341, as amended by Exhibit F, Supplemental Terms and Conditions, is deleted in its entirety and replaced with the following:

"Unless otherwise provided in the applicable Schedule, Active shall provide to Client, and the Client shall license from Active, the Hosted Software commencing on the Effective Date of this Agreement, and remaining in full force until March 11, 2024.

- B. Schedule Quote Number 00050341 is deleted in its entirety and replaced with Schedule Quote Number 00126119, attached hereto.

2. **Full Force and Effect.** Except as expressly modified herein, the Agreement remains in full force and effect. All references in the Agreement to "this Agreement," "hereto," "hereof," "hereunder" or words of like import referring to the Agreement shall mean the Agreement as amended by this Amendment 1. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Amendment, the terms and conditions of this Amendment 1 shall prevail only as to the subject matter expressly stated herein.

3. **Counterparts.** This Amendment 1 may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document, binding against each of the Parties. To the maximum extent permitted by law or by any applicable governmental authority, this Amendment 1 may be transmitted by facsimile, electronic mail (including pdf) or other transmission method with the same validity as if it were an ink-signed document and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment 1 as of the Amendment 1 Effective Date.

Active Network, LLC
by its authorized signatory

City of Redmond
by its authorized signatory

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Schedule

Company Address 5850 Granite Parkway, Suite 1200
 Plano, TX 75024
 US

Created Date 7/29/2022
 Quote Number 00126119
 Currency USD

Prepared By Molly Mueller
 Opportunity Owner Nicola LeBlanc
 Owner Email nicola.leblanc@activenetwork.com

Contact Name Jeffrey Guptil
 Phone 14255562362
 Email jguptil@redmond.gov

Bill To Name City of Redmond
 Bill To Contact Jeffrey Guptil
 Bill To Address 6505 176th Avenue NE
 Redmond, WA 98052 United States

Ship To Contact Jeffrey Guptil
 Ship To Address 6505 176th Avenue NE
 Redmond, WA 98052 United States

Product	Product Type	Description	Quantity	Fee %
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1	5.14
ACTIVENet - SaaS				
ACTIVENet - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Rates for organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.	1	3.00
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1	0.50
ACTIVENet - Staff Interface - Technology Fee	SaaS	Rates for organizations under \$1,500,000 in annual revenue through ACTIVE Net.	1	2.14

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Quote Acceptance Information

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PO# (if applicable): _____



Memorandum

Date: 11/1/2022
Meeting of: City Council

File No. AM No. 22-168
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Zach Houvener	Recreation Business Manager
Parks	Jeffrey Guptil	Customer Experience Administrator
Technology and Information Services	Courtney Miller	Technology Project Manager

TITLE:

Approval to Award Contract for Recreation Software to Amilia Technologies USA, Inc.

OVERVIEW STATEMENT:

Following completion of a competitively bid RFP process, and in line with the City Purchasing Policy, we are seeking approval to award the Recreation Software contract to Amilia Technologies USA Inc., for their software product named "SmartRec". This software is utilized to manage all aspects of over-the-counter and online activity/program registrations, facility reservations and scheduling, memberships, point-of-sale, payment processing, and reporting for approximately 3,000 recreation programs offered each year (nearly 20,000 registrations/year on average). The company was chosen by a cross-departmental committee including sponsors from Parks, TIS, and Finance. We are asking for Council approval of \$38,176 for the total cost of implementation and license fees for the initial 24-month term of the agreement.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
PARCC Plan
- **Required:**
Council approval is required to award a Technology Services Agreement that exceeds \$50,000
- **Council Request:**

N/A

- **Other Key Facts:**

RFP is part of due diligence for the department as our needs have changed and evolved out of the pandemic. Existing vendor and software contract was originally executed in 2015.

OUTCOMES:

With our current contract ending, we chose to go through a competitive process to ensure we had a tool that best met the department needs. Awarding this contract to Amilia Technologies USA Inc. will modernize and improve the recreation software user experience for the public and allow staff to track cost recovery/service levels in line with our council adopted cost of service policy.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

The total costs for implementation (\$19,000) and license fees (\$19,176) for the initial 24-month term would be \$38,176. Implementation fees include one-time professional service fees, purchase of Point-of-Sale terminals, and costs related to Data Migration. Starting in March 2023, software license fees of \$799/month would be invoiced monthly to license the product for the initial 24-month term of the agreement.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

00217

Budget Priority:

Healthy and Sustainable: Community Recreation.

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

If yes, explain:

SmartRec charges a 1% service fee on all transactions through the platform. Credit Cards (Visa, Mastercard, Discover) are charged 2.75% + \$0.30 per transaction; \$0.30 per transaction for refunds. E-checks (ACH) are charged 1% + \$0.50 per transaction.

Service fees would not begin until we “go-live” with SmartRec software. The service fee costs are in line with our cost recovery and are built into our fees for programs and is similar to the fees paid to our current provider. It is anticipated

that the service fees would put the annual contract amount over \$50,000 and is the reason for seeking council authorization.

Funding source(s):

Ongoing costs will come out of the Recreation Activity Fund. Costs associated with the RFP and implementation will be absorbed within the current Parks and Recreation budget.

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/25/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

We are currently seeking to renew our contract with our current software provider, ActiveNet, for a one-year contract extension that would continue our relationship through March 2024. Implementation of SmartRec software is scheduled to start in March 2023 to allow time for kick-off, business process assessment, configuration planning, data migration, staff training, testing, and launching the product to the public.

ANTICIPATED RESULT IF NOT APPROVED:

If the contract is not awarded to Amilia Technologies USA Inc., we would have a significant disruption to our services that would impact the community's ability to register for programs. Parks and Recreation would need to re-negotiate a further extension with our current service provider.

Our current recreation software provider has proven inadequate to keep up with the demands of our department, since originally executing the contract in 2015. Their product does not allow for cost recovery to be captured in the system, we experience glitches with the Activity Page during registration periods that cause confusion to our community, resulting in a loss of revenue and an unpleasant customer experience, and they shifted their policy that no longer allows us to process refunds unless our account is pre-funded. This lengthy process often takes several days and requires interdepartmental approval at many levels.

ATTACHMENTS:

Attachment A: City of Redmond - SmartRec Software License Agreement

Attachment B: Appendix A

Attachment C: Amilia Privacy Policy

Attachment D: Statement of Work

Attachment E: Project Schedule

Attachment F: Information Privacy and Security Agreement

Attachment G: Certificate of Insurance



AMILIA
SmartRec

AMILIA SOFTWARE LICENSE AGREEMENT

SmartRec Platform

Prepared for:

City of Redmond



This Software License Agreement (the “Agreement”) is entered into by and between:

<p>City of Redmond, a company/corporation/other (as applicable incorporated under the laws of Washington having its registered office at: 15670 Northeast 85th Street Redmond 98052 United States represented herein by: Angela Birney, Mayor</p> <p>(“Customer” or “you”)</p>	<p>AMILIA TECHNOLOGIES USA, INC., a company incorporated under the laws of Delaware having its registered office at 1209 Orange Street, City of Wilmington, County of New Castle, 19801 and its principal place of business at 1751 Richardson Street, Suite 3.105, City of Montreal, Province of Quebec, Canada, represented herein by William Owens, Enterprise Account Executive;</p> <p>(“Amilia”)</p>
<p>(Collectively, the “Parties”)</p>	

The Parties agree to the following terms and conditions:

<p>A. Initial Term</p>
<p>Initial Term: 24 months (can be renewed for the same period of time). Commencement Date: March 1, 2023 Expiration Date: March 1, 2025</p>
<p>B. License Fees</p>
<p>Software fees: \$799/month to be invoiced monthly. <input type="checkbox"/> Essential Plan <input type="checkbox"/> Enterprise Plan <input checked="" type="checkbox"/> Parks & Rec Plan</p> <p>Service fees: 1% of Customer’s transaction revenues processed through the SmartRec Platform to be invoiced monthly.</p> <p>(Software fees and Service fees are referred to as “License Fees”)</p> <p>Estimated annual Customer’s revenues: \$2500000/Year</p>
<p>C. Payment processing Fees</p>
<p>Credit cards (Visa, Mastercard, Discover): 2.75% + \$0.30 per transaction to be invoiced monthly. Refunds are \$0.30 per transaction. eCheck (ACH): 1% + \$0.50 per transaction to be invoiced monthly.</p> <p>Additional fees passed through directly from credit card companies may be applied, including but not limited to, credit card chargebacks, reversals, and retrievals, and returns on e-checks due to insufficient funds.</p>

D. Other Fees

\$12,000 for professional services

\$425/unit + shipping per payment terminals

Professional services, such as consulting and training services, are performed on a fixed price basis and will be invoiced according to the payment schedule established in a statement of work to be issued by Amilia.

Professional services, such as data migration or integrations, are rendered on a time and material basis and will be invoiced based on the rates established in the table below:

Volume of data & Complexity	Under 1,000 lines	1,000-5,000 lines	5,000-10,000 lines	10,000+ lines
Simple – Clients Only (Adult Account Owners Only) (Names, Addresses, Phones, Email, DOB, Admin notes, Balance)	\$500	\$1000	\$1500	\$2500
Medium – Families (Multiple people within the same account) (Names, Addresses, Phones, Email, DOB, Admin notes, Balance)	\$1000	\$1500	\$2500	Custom Quote
Complex – Clients with purchases (Memberships, Activities, Multipasses, Skills) One purchased item per person	\$2000	\$3000	Custom Quote	Custom Quote
Complex – Clients with multiple purchases (Memberships, Activities, Multipasses, Skills) Multiple purchased items per person	Custom Quote Starting at \$3000			

E. Notice and Communication

Any notice or other communication given under the terms of this Agreement shall be in writing and may be delivered personally, by courier, or by prepaid registered mail, addressed as follows, until changed by notice given in accordance herewith:

if to Amilia: at 1751 Richardson Street, Suite 3.105, Montreal, Quebec, Canada

if to Customer: at the address above.

Any such notice or other communication shall be effective when actually received and, if received after normal business hours, shall be effective the next business day after receipt.

The foregoing shall also apply, as applicable, as regards to any payment made to Amilia under the terms of the Agreement.

F. Legal Conditions

D. Other Fees

This Agreement incorporates all the terms and conditions specified in Appendix A – Redmond Final.pdf.

In the event of a conflict between any provisions in the Appendix A and any other provision in the Agreement or any other appendix or exhibit to the Agreement, the terms provided in the Appendix A shall govern.

AMILIA TECHNOLOGIES USA, INC. By:	City of Redmond By:
Name: William Owens	Name: Angela Birney
Title: Enterprise Account Executive	Title: Mayor
Date: Jul 5, 2022	Date:

APPENDIX A TERMS AND CONDITIONS

1. The SmartRec Solution

a. Platform & API. Amilia provides (i) an e-commerce platform (the “SmartRec Platform”) that is designed to increase the revenue and streamline the operations of programs and (ii) an application program interface (“API”) to enable access to the SmartRec Platform (the API and the SmartRec Platform are collectively designated as the “SmartRec Solution”). The uses of the SmartRec Solution (including use of the API through a third-party product that accesses the SmartRec Platform) are subject to the terms and conditions of this Agreement.

b. License Grant. Subject to you paying the License Fees and any other undisputed fees stipulated and agreed upon with Amilia herein, Amilia grants you a personal, limited, non-exclusive, revocable, non-transferable license, non-sublicensable license to electronically access and use the SmartRec Solution (the “License”). The License includes access to all features, modules (except Community Segments), SmartRec Solution, and API/Web Hook end points/connections developed by Amilia. The SmartRec Solution includes any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by Amilia. Amilia reserves for itself all other rights and interest not explicitly granted under this Agreement.

c. License fees and Payment terms. You agree to pay to Amilia via direct debit or electronic funds transfer (additional fees may apply if payment is made by cheque) all License Fees and any other undisputed fees stipulated and agreed upon with Amilia herein within thirty (30) days of date of invoice issued by Amilia. If you fail to make any payment to Amilia when due, you must, without prejudice to any other right or remedy of Amilia (a) pay interest on the amount outstanding, at a monthly rate equal to 1% or a per annum rate equal to 12% and (b) reimburse Amilia for all reasonable costs and expenses incurred by it in relation to the outstanding debt and collection of said debt. Notwithstanding any provision to the contrary, all payments required to be made hereunder shall be timely made, and no payments to Amilia shall be withheld, delayed, reduced, or refunded if Amilia has fully performed its material obligations and its inability to meet any schedule or delivery requirements is caused by your failure to provide certain of its information (including End User Information as defined hereinafter) as are required to perform any of Amilia’s obligations hereunder. It is solely your responsibility to determine what, if any, taxes apply in connection with the use of the SmartRec Solution, and to assess, collect, report, or remit the correct taxes to the proper tax authority. Amilia has no obligation to determine whether taxes apply, or calculate, collect, report, or remit any taxes to any tax

authority arising from any transactions made in connection with your use of the SmartRec Solution.

d. Customer/End User Service Support. Amilia will use commercially reasonable efforts to resolve any technical issues relating to your Amilia account (“Account”) and your use of the SmartRec Solution. You are solely responsible for all customer service issues to your end users of the SmartRec Solution (the “End Users”) relating to your License for your services, including pricing, order fulfillment, order cancellation by you or the customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with your personnel, policies, or processes. In performing customer service, you will always present yourself as a separate entity from Amilia. You acknowledge that you shall comply with Amilia’s guidelines for making available your End User Information (as defined hereinafter) to be imported and processed through the SmartRec Platform. You further acknowledge that Amilia does not control the import of such information from its point of origin and shall not be held liable for any delays to your and your customer’s access to the SmartRec Platform caused by your non-compliance to such import guidelines.

e. Security. [Intentionally Deleted]

f. Availability. Subject to any emergency maintenance performed on an unscheduled basis and any downtime resulting from such emergency maintenance and except for all planned downtime, Amilia will use commercially reasonable efforts to operate and maintain the SmartRec Solution to make it available 24 hours a day, 7 days a week. The number and the duration of any planned downtime shall be at Amilia’s sole discretion, provided, however, that Amilia intends to use commercially reasonable efforts to schedule such planned downtime during evening and weekend hours (Eastern Time).

g. Amilia Representations and Warranties. Amilia represents and warrants to you that: (i) it has all necessary rights in the SmartRec Platform and its intellectual property to grant to you the Licence under this Agreement; and (ii) the SmartRec Platform will perform substantially in accordance with the Documentation. Amilia does not guarantee that the SmartRec Platform will perform error free or uninterrupted. Customer acknowledges that Amilia does not control the transfer of data over communications facilities, including the internet and that the SmartRec Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. For purposes of this provision, “Documentation” means the user guides, online help, release notes, training materials and other documentation provided or made available by Amilia to you regarding the use or operation of the SmartRec Platform, as may be amended from time to time by Amilia, at its sole discretion. EXCEPT AS

EXPRESSLY STATED IN THIS SECTION OR AS REQUIRED BY APPLICABLE LAW, THE SMARTREC PLATFORM, THE API AND THE DOCUMENTATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

2. Your Engagement.

a. Use. You represent, warrant and covenant that you: (i) shall use the SmartRec Solution as contemplated by this Agreement, (ii) have the sole responsibility for the accuracy, quality, integrity, legality and reliability of your data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the SmartRec Solution, and promptly notify Amilia of any such unauthorized use; (iv) are, and will remain during the Initial Term or any Renewal Term, in compliance with all applicable laws in connection with your use of the SmartRec Solution; and (v) shall use the trademarks, names, references, logos or other marks owned or licensed by Amilia (collectively, the “**Amilia Trademarks**”) strictly in accordance with the restrictions and policies that Amilia may provide you with from time to time. You will not: (i) license, sublicense, sell, resell, rent, lease, assign, distribute, timeshare or otherwise commercially exploit or make the SmartRec Solution available to any third party, other than as contemplated in this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages using directly or indirectly the SmartRec Solution in violation of applicable law; (iii) send, store or use obscene, threatening, libellous or otherwise unlawful or tortious material using directly or indirectly the SmartRec Solution; (iv) send, store or use any material violating third party rights including, but not limited to, Intellectual Property Rights (as defined herein) or privacy rights using directly or indirectly the SmartRec Solution; (iv) send, store or use material containing harmful computer codes, files, scripts, agents or programs using directly or indirectly the SmartRec Solution; (v) interfere with or disrupt the integrity or performance of the SmartRec Solution or the data contained therein; (vi) attempt to gain unauthorized access to the SmartRec Solution or its related systems or networks; (vii) modify, copy or create derivative works based on the SmartRec Solution or Amilia’s Intellectual Property Rights therein; (viii) create internet links to or from the SmartRec Solution, or frame or mirror any content forming any part of the SmartRec Platform other than on your own website for the purposes hereof or otherwise for your own internal business purposes; or (ix) disassemble, reverse engineer or decompile the SmartRec Solution for any purpose or reason.

b. Suspicion of Unauthorized or Illegal Use. Amilia reserves the right to decline any transaction submitted to the SmartRec Platform which Amilia

reasonably suspects, in its sole discretion, (i) is in violation of this Agreement or any other Amilia Agreement to which you are a party or is in violation of applicable law, or (ii) exposes either party to harm, including but not limited to fraud and other criminal acts. You hereby grant Amilia authorization to share information with law enforcement about you, your transactions, or your Account if Amilia reasonably suspects that your Account has been used for an illegal or criminal purpose. Amilia will give you prompt advance notice of any impending disclosure of your information to law enforcement and grant you, or your attorneys, the possibility to participate in any police or legal proceeding.

c. Your Content. For the Initial Term or any Renewal Term, you grant a non-exclusive, non-transferable, royalty-free, fully-paid, worldwide license, to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), sublicense, distribute, prepare derivative works of, or incorporate into other works any and all information about your goods and services (“**License for your services**”), including any trademarks, trade names, service marks, logos, images, descriptions or other text, telephone numbers, and addresses therein, for any purpose, whether on the Amilia public website, third-party websites, mobile applications, syndicated advertisements or otherwise. The license rights granted hereby will apply to any form, media, or technology. The creation, distribution, transmission, public display and performance, accessing, downloading and copying of your information pursuant to the license rights granted to Amilia herein, to the best of your knowledge, does not and will not infringe any rights, including but not limited to Intellectual Property Rights or privacy rights, of any third party. Notwithstanding the foregoing, Amilia cannot use your data, except in aggregate form, as well as any of your representation without your prior written approval.

d. Privacy. You acknowledge having reviewed the Amilia Privacy Policy (<https://www.amilia.com/legal/privacy>) relating to the collection, use and safeguard of the personal information provided to Amilia on its website. If you receive information about others using the SmartRec Solution, you must keep such information confidential and only use it in connection with the SmartRec Solution and your policies relating to the use of information that is confidential or personal or as otherwise permitted by applicable law. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you received express written consent to do so.

e. Your Representations and Warranties. You represent and warrant to Amilia that: (a) you are eligible to register and use the SmartRec Solution and have the right, power, and ability to enter into and perform under this Agreement; (b) the name identified by you when registering is your name or business name under which you sell goods and services; (c) any sales transaction submitted by you will represent a bona fide sale by you; (d) any sales transactions

submitted by you will accurately describe your license for your services sold and delivered to your customers; (e) you will fulfill all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with your customer; (f) all transactions initiated by you will comply with all applicable laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; and (g) you will not use the SmartRec Solution, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the SmartRec Solution in accordance with the terms of this Agreement.

3. Initial Term, Renewal Term, Suspension and Termination

a. Initial Term. This Agreement (and the License granted herein) commences upon the Commencement Date and expires on the Expiration Date specified herein, unless otherwise terminated in accordance with the provisions herein. Notwithstanding the foregoing, this Agreement shall automatically be extended for an additional two-year term on the Expiration Date (each, a “**Renewal Term**”) and on each successive anniversary of the Expiration Date (each, a “**Renewal Date**”), unless and until (i) either party gives written notice of non-renewal at least 60 business days before the Expiration Date or any Renewal Date; or (ii) the Agreement is terminated earlier in accordance with its terms.

b. Suspension. With reasonable advance notice to you, Amilia may suspend your Account and your access to the SmartRec Solution, at its sole discretion, if (i) Amilia reasonably determines in its sole discretion that your use of the SmartRec Solution is causing immediate, material and ongoing harm to the SmartRec Solution or its use by others or abuse or excessively frequent requests to the SmartRec Platform via the API, as determined by Amilia in its sole discretion; or (ii) if you fail to make any undisputed payment to Amilia when due and such failure is not cured within ten (10) days after receipt of a notice from Amilia. Amilia is not liable to you or any other person for any damages resulting from a suspension under these circumstances.

c. Termination by either party. This Agreement may be immediately terminated by you or by Amilia: (i) as set forth in Section 6.a or 7.i; (ii) if the other party is in material breach of any of the provisions of the Agreement and such breach is not cured within 60 days after receipt of notice from the non-breaching party; or (iii) if either party commits an Act of bankruptcy. For purposes of this Section 3.c. iii), an “Act of bankruptcy” shall mean, (i) the entry of a decree or order for relief of a party by a court of competent jurisdiction in any involuntary case involving a party under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, or other similar agent for a party or for any substantial Part of a party’s assets or property; (iii) the filing with respect to a party of a petition in any such involuntary bankruptcy case, which

petition remains un-dismissed for a period of ninety (90) days or which is dismissed or suspended pursuant to any provision of any United States bankruptcy law, including under the *Federal Bankruptcy Code*; (iv) the commencement by a party of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or (v) the making by a party of any general assignment for the benefit of creditors.

d. Termination by you. To the extent that the Initial Term is for a period exceeding 12 months, you may terminate this Agreement at the expiration of the 12-month period starting as at the Commencement Date of the Initial Term by giving a written notice of 60 days to Amilia. The effective date of such termination shall be at the expiration of such 60-days notice.

e. Effects of Suspension or Termination. Upon suspension or termination of this Agreement, you agree: (i) to immediately deactivate your Account and your access to the SmartRec Platform; (ii) to immediately cease use of the SmartRec Solution; (iii) to discontinue use of any Amilia Trademarks or other Intellectual Property Rights of Amilia and to immediately remove any Amilia Trademarks from your website; (iii) that the License granted by Amilia to you under this Agreement shall terminate; and (iv) that Amilia may immediately deactivate your Account and your access to the SmartRec Platform and after 60 days, Amilia may delete your Account from Amilia’s “live” site. During such 60 days and upon your written request, Amilia will grant you limited access to the SmartRec Platform for the sole purpose of allowing you to retrieve your data, provided you have paid in full all undisputed amounts owed to Amilia up to the date of suspension or termination of this Agreement; (v) that you will not be refunded the remainder of any fees that you paid for the SmartRec Solution prior to such termination or suspension; and (vi) that Amilia will not be liable to you for compensation, reimbursement, or damages in connection with your use, termination, suspension of the SmartRec Solution or deletion of your information or account data.

4. Confidential Information.

“**Confidential Information**” means any information provided by either party (a “**Disclosing Party**”) and any information received by the other party (a “**Receiving Party**”) in connection with this Agreement, including the terms and conditions of this Agreement, which is not otherwise available to the general public without restriction as well as any and all other Intellectual Property Rights, proprietary knowledge, trade secrets, customer lists or information concerning the Disclosing Party’s internal affairs, technical information, specifications, drawings, documentation and “know-how” of every kind and description supplied by the Disclosing Party, or indirectly by any of its affiliates, under this Agreement or otherwise. All Confidential Information of a Disclosing Party is, and shall remain, the exclusive property of the Disclosing Party. The Receiving Party shall treat and protect the Confidential Information of the

Disclosing Party as confidential and shall not reproduce or divulge the Confidential Information of the Disclosing Party in whole or in part to any third party, except as authorized in writing by the Disclosing Party or as permitted by this Agreement. The Receiving Party may disclose Confidential Information only to its affiliates, employees, directors, or officers on a “need to know” basis, provided that each such affiliates, employee, director or officer, as applicable, shall have signed a confidentiality undertaking no less restrictive than the provisions of this Section 4. Notwithstanding any provisions contained in this Agreement, the Receiving Party shall not be required to maintain in confidence the following information: (i) information which, at the time of disclosure to the Receiving Party, is in the public domain; (ii) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by the Receiving Party; (iii) information that was in the Receiving Party’s possession at the time of disclosure by the Disclosing Party, provided that such information was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis; (iv) information that the Receiving Party can demonstrate resulted from its own research and development, independent of disclosures by the Disclosing Party; or (v) information that the Receiving Party received from third parties, provided that such information was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis. Notwithstanding anything in this Agreement to the contrary, the Receiving Party may disclose confidential information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar requirement, provided that the Receiving Party promptly, to the extent legally permissible and practicable, notifies the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the confidential information. The Receiving Party shall not oppose and shall cooperate with efforts by the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such confidential information, disclosure of such confidential information may be made without liability. The Receiving Party shall, upon any request by the Disclosing Party, immediately return or destroy the Disclosing Party’s Confidential Information and all portions and copies thereof, which are in Receiving Party’s possession or control. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 4, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, without the requirement of posting a bond, it being specifically acknowledged by the Parties that any other available remedies are inadequate. Amilia recognizes

that the Customer is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in the Agreement, or associated documents, is intended to prevent the Customer’s compliance with the Public Records Act, and Customer shall not be liable to Amilia due to Customer’s compliance with any law or court order requiring the release of public records.

5. Intellectual Property Rights.

All patents, patent applications, copyright, names, trademarks, service marks, trade dress, know-how, trade secrets, industrial designs, other similar instruments, or rights whether proprietary or otherwise, whether registered or unregistered, and all rights in relation to any of the foregoing which are recognized in any jurisdiction (“**Intellectual Property Rights**”) owned or held by Amilia shall always remain Intellectual Property Rights of Amilia. Nothing in this Agreement shall be construed or interpreted as conferring upon you any right or interest in the Intellectual Property Rights owned or held by Amilia, whether in the SmartRec Platform, the API or otherwise, other than as expressly set forth in this Agreement. All data entered or uploaded by you, except for transaction data shared with the user, is your sole and exclusive property. Amilia is free to use or disclose any comments or ideas that you submit to Amilia without any compensation to you. You further acknowledge that, by acceptance of your suggestions for any feature or aspect of the SmartRec Platform or the API, Amilia does not waive any rights to use similar or related ideas previously known to Amilia, or developed by your employees, or obtained from sources other than yours.

6. Liability

a. Amilia Liability. To the full extent permitted by applicable law and subject to Section 6.c., Amilia, at its own expense, will defend and indemnify you from and against all claims, suits and proceedings (“**Claims**”) (i) alleging that the SmartRec Platform, and your use of the SmartRec Platform in accordance with this Agreement, infringes the Intellectual Property Rights or other rights of a third party; (ii) arising out of Amilia’s breach of Section 4 (Confidential Information); (iii) arising out of Amilia’s breach of Section 1.g. (Amilia Representations and Warranties); or (iv) arising out of the negligence or wilful misconduct by its employees or agents. If a Claim is brought or threatened against you alleging infringement of the Intellectual Property Rights of a third party, Amilia will, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license (or other rights) that will protect you against such Claim without cost to you; (b) to modify or replace all or portions of the SmartRec Platform as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement. The rights and remedies granted to you in this section state Amilia’s entire liability, and are your exclusive remedy, with

respect to any claim of infringement of the Intellectual Property Rights of a third party.

b. Your Liability. To the full extent permitted by applicable law and subject to Section 6.c., you will, at your own expense, defend and indemnify Amilia, its shareholders, affiliates, directors, officers, affiliates, agents, employees and representatives (the “**Amilia Parties**”) from and against all Claims (i) alleging that your data or any of your trademarks, or Amilia’s use thereof in accordance with this Agreement, infringes the Intellectual Property Rights or other rights of, or has caused harm to, a third party; (ii) arising out of your breach of Section 4 (Confidential Information); (iii) arising out of your access to or use of the SmartRec Solution other than in accordance with the terms of this Agreement; (iv) arising out of your breach of Section 2 e) (Your Representations and Warranties); or (v) arising out of the negligence or wilful misconduct by you or any of your employees or agents; and will hold the Amilia Parties harmless from and against all liability, damages, expenses and costs finally awarded or agreed to be paid in settlement (including, without limitation, reasonable legal fees) (collectively, “**Losses**”) to the extent based upon such a Claim.

c. Limitation of Liability

(i) IN NO EVENT SHALL (I) EITHER PARTY, (II) ITS RESPECTIVE SUPPLIERS OR LICENSORS, AS APPLICABLE OR (III) ANY OF THE RESPECTIVE AFFILIATES, AGENTS, SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE, BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE SMARTREC PLATFORM OR THE API.

(ii) UNDER NO CIRCUMSTANCES WILL AMILIA BE RESPONSIBLE FOR: (A) LOSS OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SMARTREC PLATFORM OR THE API (EXCEPT TO THE EXTENT SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW); (B) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SMARTREC PLATFORM OR THE API, NOT CAUSED BY THE NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA; (C) ANY SOFTWARE BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE SMARTREC PLATFORM OR THE API, NOT CAUSED BY THE NEGLIGENCE OF AMILIA; (D) ERRORS, INACCURACIES OR OMISSIONS IN ANY CONTENT OR INFORMATION PROVIDED BY YOU OR ANY THIRD PARTY, AND/OR (E) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

(iii) WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION AND

EXCEPT FOR LIABILITY ARISING OUT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA, THE CUMULATIVE LIABILITY OF (I) AMILIA, (II) SUPPLIERS OR LICENSORS OF AMILIA, AND (III) ANY OF THE RESPECTIVE AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF LICENSE FEES PAID BY YOU TO AMILIA DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY OR THE LOSS. THE LIMITATIONS APPLY EVEN IF AMILIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND SUCH DAMAGE FAILS TO ITS ESSENTIAL PURPOSE.

d. Amilia Insurance coverage. Amilia will, at its expense and at all times during the Initial Term or any Renewal Term, hold and maintain commercially reasonable insurance policies, as determined by Amilia in its own discretion.

7. General Terms

a. Disputes; Choice of Law; Jurisdiction and Venue. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Washington, without regard to conflict of law rules. The Parties hereto agree to the exclusive jurisdiction of the courts of the State of Washington for any legal controversy arising in connection with this Agreement. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS PROVISION, IN THE EVENT OF ANY VIOLATION OF THIS AGREEMENT, EITHER PARTY MAY INITIATE AN ACTION SEEKING INJUNCTIVE RELIEF BEFORE ANY COURT OF COMPETENT JURISDICTION.

b. No Waiver or Limitation. A party’s failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. This Agreement does not limit any rights that either party may have under trade secret, copyright, patent, or other laws.

c. Right to Change. At any time during the Initial Term or any Renewal Term, Amilia has the right to change, delete, discontinue, or impose conditions on any feature or aspect of the SmartRec Platform or the API that Amilia in its sole discretion deem to be reasonable in the circumstances, including by way of a notice by email provided that the SmartRec Platform shall continue to perform substantially in accordance with the Documentation. Any use of the SmartRec Platform after its publication of any such changes shall constitute your acceptance of such change.

d. Amendment. Unless otherwise stated in this Agreement, this Agreement may not be amended or modified except in writing signed by both Parties.

e. Disclosures and Notices. You agree and accept that Amilia can provide disclosures and notices regarding the SmartRec Platform and the API to you by posting such disclosures and notices emailing them to the

administrator's email address listed in your Account. Any use of the SmartRec Platform after its publication of any such changes shall constitute your acceptance of such change.

f. Independent Contractor. Nothing in this Agreement shall be construed in any manner to create between the Parties the relationship of joint venturers or partners, employer and employee, master or servant. Neither party shall be obligated nor bound by any agreements, representations or warranties made by the other party.

g. Successors and Assignment. This Agreement is binding upon the Parties and their respective successors and permitted assigns.

h. Third Party Platforms and Links to Other Websites. You may be offered services, products and promotions provided by third parties and not by Amilia, and the Amilia website may contain links to third-party websites as a convenience to you. If you decide to use these third-party services, you will be responsible for reviewing and understanding the terms and conditions associated with these services. Amilia is not responsible for the performance of these services and does not approve of, endorse, or warrant the performance of these services. When you use any such link to go from Amilia's websites to another website, the Amilia Privacy Policy is no longer in effect.

i. Force Majeure. "Force Majeure Event" means fire, telecommunications failures, utility failures, power failures, equipment failures, labour strife, riots, war, terrorist attack, public health emergency, non-performance of vendors or suppliers, acts of God or other cause over which the Affected Party has no reasonable control. If either party (an "**Affected Party**") is delayed from performing any of its obligations (except payment obligations) under this Agreement because of a Force Majeure Event then performance is excused for the period of the delay to the extent the delay is due to a Force Majeure Event and the Affected Party will not be in default under this Agreement. As soon as reasonably practicable after the start of a Force Majeure Event, the Affected Party will give to the other party written notice of the nature and expected duration of such event. If the delay continues for more than 15 days, then

the party entitled to performance may give to the Affected Party notice of immediate termination of this Agreement.

j. Entire Agreement. These terms and conditions and the content of this Agreement to which this Appendix A is attached constitute the entire agreement between the Parties with respect to the matters covered by this Agreement and this Appendix A.

k. Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

l. Survival. Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement remain in effect in accordance with its terms upon the termination of this Agreement, including without limitation Sections 3 and 4 of this Agreement.

m. Currency. Monetary amounts stated, advanced, paid or calculated in or pursuant to this Agreement are and shall be stated, advanced, paid or calculated in United States dollars.

n. Counterpart. This Agreement may be executed in any number of counterparts, and each such counterpart hereof will be deemed to be an original instrument, but all such counterparts together will constitute but one agreement. Transmitted copies (reproduced documents that are transmitted via photocopy, facsimile or any other process that accurately transmits the original, for example by email receipt of scanned documents) are considered documents equivalent to original documents and signatures so transmitted and received shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding, and enforceable by and against the Parties.

Attachment C

Legal conditions

[User Agreement](#)[Privacy Policy](#)

Privacy Policy

Amilia Enterprises Inc. (“Amilia”) is committed to protecting its user’s (“User”, “you,” “your,”) privacy. Amilia respect privacy and want its User to understand how we collect and safeguard its personal information (“Personal Information”).

1. How Amilia Collect Your Personal Information

Creation of an Amilia user account (“User Account”) and its usage is done on a voluntary basis. By creating a User Account, Amilia collect and keep Personal Information about you through sources provided during the User Account creation, registrations, applications and other forms, or that is provided to us in writing. Such Personal Information includes the information provided to create the User Account, such as name, mailing address, email address, date of birth and telephone numbers, as well as information on interests or hobbies. In addition, Personal Information from transactions done by you may be collected and kept, as well as technological information that we receive automatically when visiting our website such as cookies, log files, or web beacons.

2. How we use the Personal information

Amilia use the Personal Information solely for the purposes of (1) matching potentially useful products and services based on Personal Information provided and (2) transmit such Personal Information to organizations using Amilia (“Client”) e-commerce platform (“Platform”) offering goods or services (“Qualified Offering”) to which you wish to subscribe to or enroll with via the Platform.

Such Client may have separate privacy policies and different data-collection practices. Amilia is not responsible for the actions or practices of the Client, or for the Personal Information provided to them as directed by you. Should Amilia require Personal Information about its User for any other purpose, we will explain how we intend to use it at the time of collection, and obtain your prior consent.

Amilia use your Personal Information to build and manage your User Account. Amilia may use certain third parties, as well as our own agents or representatives to provide marketing and administrative services. Third parties may also be used to help us administer our Platform or assist us in analyzing data or sending out Personal Information. As a result, they may have Personal Information about you in order to perform their functions. However, all third parties, agents and representatives will be bound by legal agreements to not use or disclose the Personal Information we provide them for any purpose other than to perform their requested functions.

From time to time, we may also provide aggregated, non-personally identifiable information about our Users to third parties for audit, marketing and other purposes. Because aggregated data is not associated with any particular person, these third parties will not have access to any personally identifiable information about the Users.

3. Collection of personal information regarding children

Amilia User Account may be shared with Beneficiaries. Amilia may collect Personal Information about children who you are the legal tutor for the purposes stated above. In the event that children

are legally authorized to provide their consent to such collection, you undertake to obtain such consent prior to providing any such Personal Information.

4. Protecting the personal information

Amilia protect User Personal Information with technical safeguards and security measures and only retain the Personal Information for the time that it is required and the purposes specify. We will promptly investigate and respond to concerns brought to our attention concerning your Personal Information and will advise you of the status of our investigation in a timely manner.

In order to enhance the protection of User Personal Information, you should never share its Amilia password with anyone. If you feel that your password has been compromised, you should change it immediately. After a User have finished using the Platform, you should log out of your User Account and exit browser to prevent unauthorized access to your User Account.

To the extent that Amilia provide User Personal Information to other persons, we will only provide such information that the User has consented to or that is required or permitted by law.

Notwithstanding the above, Amilia may disclose User Personal Information to third parties when we believe such disclosure is appropriate to comply with a legal requirement, such as a law, regulation, court order, subpoena or search warrant, or in the course of a legal proceeding. Amilia may also disclose User Personal Information as we believe appropriate to enforce or apply our rights under our agreements, to protect the rights, property or safety of Amilia, our Clients and others, including exchanging information for fraud protection and credit risk reduction.

5. Right to access the personal information

The User has the right to access its Personal Information in its User Account at any time. Given that a User may also have provided Personal Information about Beneficiaries, such Beneficiaries may access their Personal Information through the User Account. If the Personal Information that we have is incorrect, you may correct it by logging into your User account and update your Personal Information or to the extent that this is not possible, may ask that we correct the User Personal Information, by emailing at privacy@amilia.com.

6. Deletion of the personal information

The User may require the deletion of its Personal Information at any time. When the User requests data deletion, all of its Personal information stored with Amilia will be deleted (except for User's Personal Information which has been stored in backup archives in the ordinary course of business in which case Amilia will securely store your Personal Information and isolate it from any further processing until deletion is possible). User's request will be processed within 14 business days, and User will be contacted by email when the deletion is complete. If for any reason, Amilia is unable to move forward with deleting User's Amilia profile, User will be notified by email.

7. Right to withdraw consent

The User has the right to opt-out from providing its Personal Information for any purpose or withdrawing its consent from the usage of the Personal Information already provided to us. There is some Personal Information that is necessary to use our Platform. As a result, please note that opting-out or withdrawing consent you won't be able to use the Platform

Should the User wish to opt-out, withdraw consent, or should have any questions respecting our Privacy Policy, you may contact us by emailing at privacy@amilia.com.

8. Business transaction

In the event that Amilia intend to sell or transfer ownership or control of any or all of its business, operations or services to a third party, we reserve the right to disclose User Personal Information

that we have to a potential buyer both before and after the purchase. However, in the event the sale goes through, we will require that the receiving party agree that they will be similarly bound by the provisions of this Privacy Policy and that they will only use and disclose the Personal Information that we have as we are entitled under this Privacy Policy. In the event the sale does not go through we will require the potential purchaser to not use or disclose the Personal Information that we have in any manner whatsoever and to completely erase the Personal Information.

9. Changes to privacy policy

Amilia reserve the right to revise this Privacy Policy at any time and without advance notice. You are encouraged to review the Privacy Policy and all other policies on the Amilia website regularly. Use of this site is also governed by the Amilia Enterprise Inc. User Agreement.

To the extent that any material changes are made to this Privacy Policy and/or to Amilia more generally, and to the extent that these changes will have an impact on the information-handling practices described herein, The User will receive notification through its email and/or Amilia website at least 30 days prior to the implementation of such changes and will be given the opportunity to opt-out of or withdraw its consent from the use of the User existing Personal Information in a new manner.

Last modified: October 11th 2016

Amilia Professional Services: Statement of Work

Project Summary:

The City of Redmond intends to implement the SmartRec platform to replace its ActiveNet software.

SmartRec is a highly configurable product, and as such it is expected that the results of operations that can reasonably be deemed to be core to the needs of City's Parks and Recreation Department will be able to be replicated by the software. The processes City staff will follow will be determined by the Core User Group in partnership with Amilia staff.

In this context, Amilia will ensure there is a process that City staff can follow to complete their tasks. It is important to note that SmartRec is not the same product as ActiveNet and the process will more than likely be different.

Should any part of the onboarding process uncover a software deficiency that does not allow for a configuration needed by the city, Amilia will use all commercially reasonable methods to resolve this deficiency.

Scope:

- Business Process Assessment (up to 8 hours of business assessment workshops)
- Configuring planning & consulting throughout the project (up to 12 hours of consulting calls)
- Training for staff
 - Full access to the Amilia University – no limit on the number of staff who have access.
 - Up to 16 hours of training webinars with your implementation consultant.
 - Webinar recordings will be shared with the City.
- Launch Readiness Support: Testing and ensuring correct set ups.
- Project Management (for the duration of the project)
 - Assigned project manager.
 - Weekly status calls (60-min).
 - Meeting agendas, minutes, action item reports.
 - Detailed project Gantt chart.
- Change Management Workshop
 - ½ day change management workshop for the leadership team.
- Services of an API consultant to guide City staff through the design of any required integrations, and the discovery of our API endpoints and webhooks. All meetings can be recorded and the recordings shared upon request.
- Access to all API/Web Hooks.

- Adding of an inquiry/payment of an invoice to the API/Web Hook catalogue free of charge and if necessary.

Out of Scope:

- Custom feature development*
- Data Migration is possible but not included in the quoted fees (consult pricing matrix included with this document and the license agreement)
- Integrations with a 3rd party via the API/Web Hook infrastructure (City is responsible for integrations with any 3rd party applications)

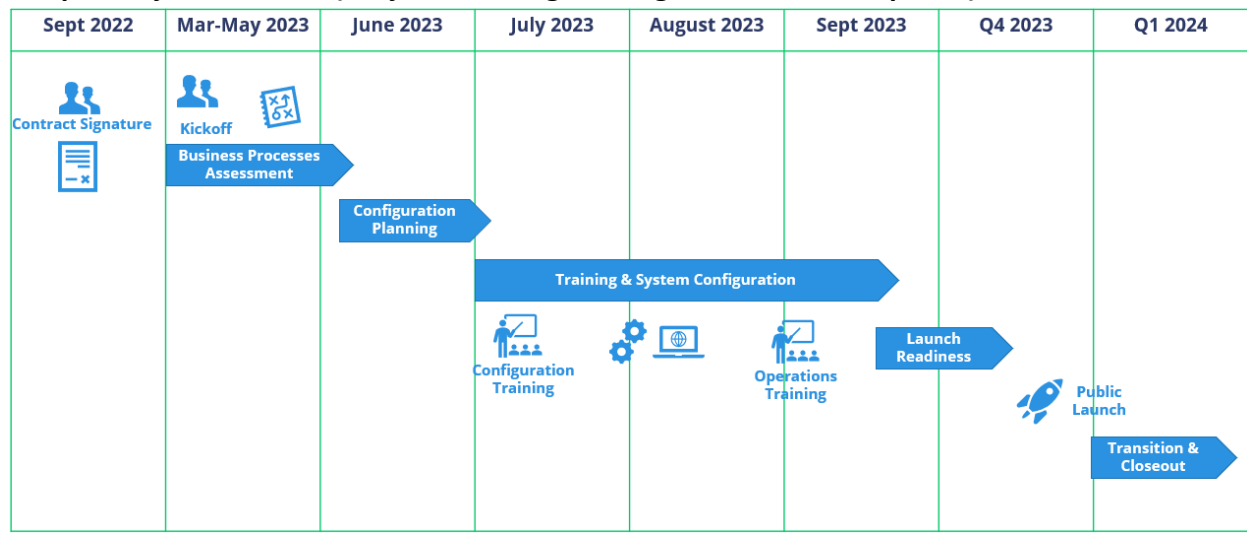
*Custom feature is defined as a feature that does not exist in the platform

Client Responsibilities:

- The City is responsible to identify a project champion(s) to coordinate internally to ensure all **City** stakeholders are involved in the right sections.
- The City is responsible to identify a Core User group who will be extensively trained and make configuration decisions on behalf of the city.

Professional Services: Timeline & Milestones

Sample Project Timeline (subject to change during the assessment phase):



Milestone 1 – Project Kick Off (March 2023)

Introduction of the teams involved in the implementation.

Deliverables - Completion of:

1. Introductory Call
2. Project Kick Off Call

Milestone 2 – Business Processes Assessment (March-May 2023)

In order to gain a full, in-depth understanding of the City's operations and detailed processes, the Amilia team will facilitate a business process assessment workshop with key stakeholders (as determined by the City). The deliverables of this workshop are to map out and document for the purposes of planning training:

- The City resident journey.
- Business rules and processes used to conduct daily operations.
- Current state and planning for future state of City processes.

Additionally, an important component of the Business Assessment is to build a working relationship with the team members who will participate in the implementation to set us up for success.

The workshop consists of up to eight (8) hours of sessions with relevant stakeholder groups (e.g. rentals, aquatics, memberships, senior programming).

Deliverables - completion of mapping out and documentation of:

1. The City of Redmond resident journey.
2. Business rules and processes used to conduct daily operations.
3. Current state and planning for future state of City processes.

Milestone 3 – Configuration Planning (June 2023) & Project Consulting (throughout the project)

Upon completion of the business process assessment workshop, the Amilia implementation team works with the City Core User group to plan the configuration of the software. Key deliverables at this stage include selecting the modules that will be used within the software, preparing the program hierarchy, outlining the facilities hierarchy, creating user permission groups, and supporting the City in creating documentation outlining the system configuration. The key deliverables from this stage require close collaboration between the core user group and the Amilia implementation team.

At this stage, we also assign stakeholders who will be responsible for the configuration of every aspect of the software. This list of people helps preparing the training and configuration phase, including how to structure the agenda to best suit the City's needs.

Deliverables -

1. Plan the configuration of the software.
2. Select modules to be used.

- a. Note: the City can add/remove modules at any time without informing Amilia.
3. Determine programming and facility hierarchy.
4. Determine user permission groups.

Milestone 4 – Virtual Instructor-led Training & System Configuration (July-September 2023)

During this phase, the Implementation Consultant will deliver live, web-based sessions. The content of these training sessions will be customized to the needs of the City based on the outputs of the business assessment and feedback from the core user group. The Implementation Consultant will work with the users to set up scheduled sessions and identify areas of training to be covered. These training sessions are interactive, and participants are encouraged to follow along in the system, as well as ask questions throughout. Each session is recorded and provided to the attendees so that they can review at their leisure. We recommend that the training include core users as well as recreation managers and supervisors who will be responsible for managing the software, entering programs and memberships, etc. Typically, users that only perform client operations (front desk staff) do not need the full training and we recommend that City staff who participated in the full training in turn train their front desk staff. Amilia can support this by providing content and guidance.

Deliverables –

1. Advanced training for the Core User group.
2. Documentation of configuration processes and unique and/or City of Redmond specific system configurations and recommendations that are not easily replicated via the help center.
3. Training and configuration of all required modules.
4. Training and POS fully set up.
5. All shelters available for public rental set up.
6. Live Segments (ArcGIS integration) to be set up and configured by City staff (with the support of the Amilia team).
7. Recreation centers ready for participants and check-in capabilities.
8. City staff to add all programming information added to the system.
9. Access to API consultant to guide City staff through the design of any required integrations.
10. Services of API consultant in the discovery of SmartRec API endpoints and webhooks.
11. Access to all API/Web Hook infrastructure and documentation.

Milestone 5 – Launch Readiness: Data migration (Q4 2023)

Mass data migration is not recommended. As most data becomes outdated quickly, it is usually best practice to start new as residents create their accounts. This helps ensure your CRM is up to date and information is accurate. Utilizing change management support, we recommend inviting residents to set up their account, and even create an “enter to win” concept to build the database more quickly.

Although we look for opportunities to populate the database organically, there are scenarios where the best solution is to import critical data – examples include but are not limited to - account balances, bookings that extend past a go live date, account credits, active memberships. We will determine together the best strategy for the City’s data cutover.

If required, data migration is charged on a per job basis according to the chart below:

Volume of data & Complexity	Under 1,000 lines	1,000-5,000 lines	5,000-10,000 lines	10,000+ lines
Simple – Clients Only (Adult Account Owners Only) (Names, Addresses, Phones, Email, DOB, Admin notes, Balance)	\$500	\$1000	\$1500	\$2500
Medium – Families (Multiple people within the same account) (Names, Addresses, Phones, Email, DOB, Admin notes, Balance)	\$1000	\$1500	\$2500	Custom Quote
Complex – Clients with purchases (Memberships, Activities, Multipasses, Skills) One purchased item per person	\$2000	\$3000	Custom Quote	Custom Quote
Complex – Clients with multiple purchases (Memberships, Activities, Multipasses, Skills) Multiple purchased items per person	Custom Quote Starting at \$3000			

Deliverables:

1. Data migration of current information (if purchased).
2. City staff enter all reservation/permit/contract information into the system that happens past go-live date (if required).

Milestone 6 – Launch Readiness: Testing (Q4 2023)

The Amilia team will support City stakeholders in testing key processes and configurations documented in the configuration planning phase.

Deliverables – Testing of:

1. POS & accompanying hardware set up at all locations.
2. Facility configurations to confirm public rental set up is ready for live reservations/payments.
3. Recreation center configurations to confirm participants and check-in capabilities.
4. Programming configurations to confirm system and is ready for participants to sign up and pay.

5. Any integrations that are being leveraged.

Milestone 7 – Launch (Q1 2024)

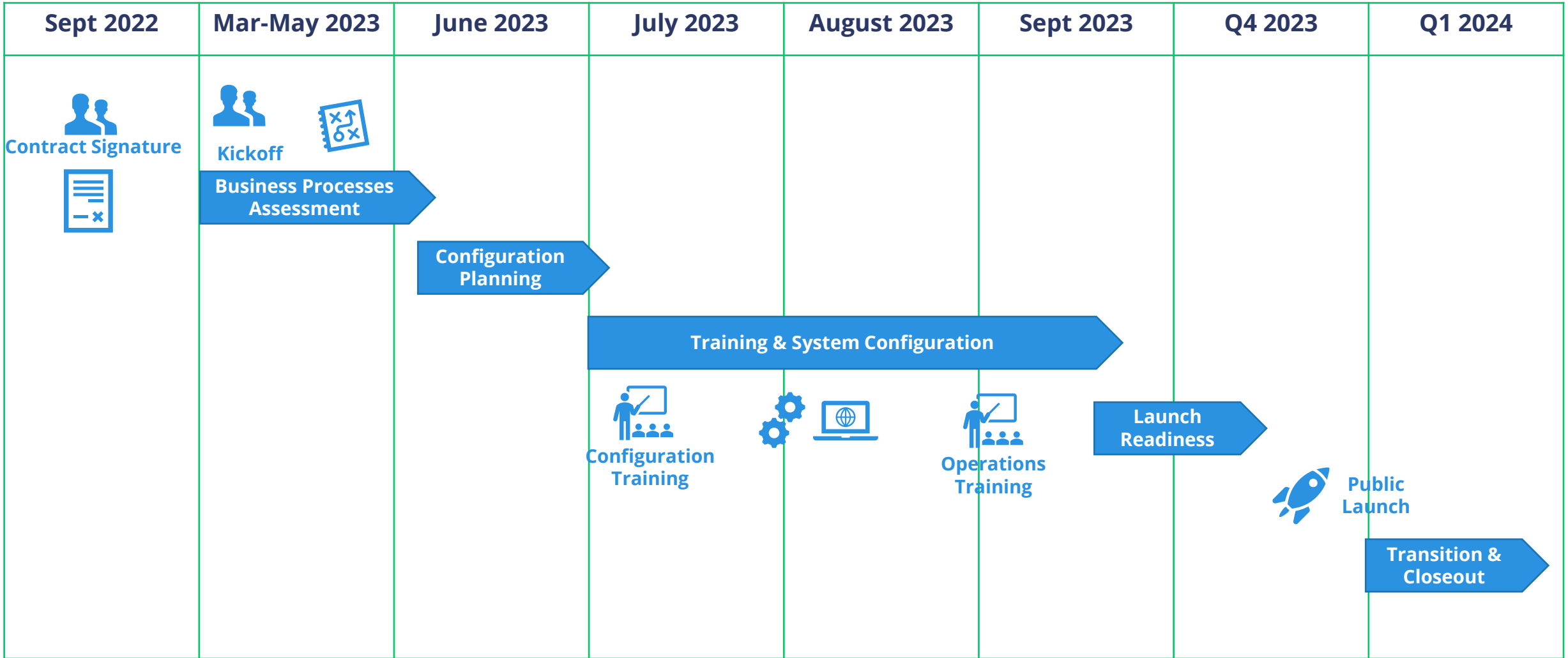
The Amilia team will support City stakeholders virtually during soft and formal launch.

Milestone 8 – Transition & Closeout (Q1 2024)

The Amilia team will support City stakeholders in their transition to the Customer Success and Support teams.

Professional Services: Billing

All services billed in 2 parts upon completion of Milestone 1 and 6.



INFORMATION PRIVACY AND SECURITY AGREEMENT

This Information Privacy and Security Agreement (“IPSA”) is entered into by and between the City of Redmond (“City”) and Amilia Technologies USA Inc. (“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 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.

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.

b. Contractor may store City Data on servers housed in datacenters owned and operated by third parties. Any transmission, transportation, or storage of City Data outside the United States and Canada 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, periodically but in any event no less than every 2 years, 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.

b. To the extent permitted by applicable law, 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. 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 Commercial General Liability additional insured endorsement. 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 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 claims, actions, suits, or proceedings, whether civil, criminal, administrative, or investigative, including any liabilities, obligations, losses, damages, costs, fees, penalties, fines, assessments, settlements, charges or other expenses of any kind (including, but

not limited to, reasonable attorneys' fees and legal costs) arising from any third party claims (collectively, "Claims"), including without limitation actions or investigations (formal or informal) by regulatory bodies, authorities or agencies, incurred by such City Indemnitee where such Claims arise out of (i) a material breach of this IPSA by Contractor which remains uncured thirty (30) days from written notice by City to Contractor; (ii) a violation by Contractor of any information security and privacy statute or regulations which remains uncured thirty (30) days from written notice by City to Contractor; or (iii) any Data Breach caused by Contractor. This indemnity shall not apply to the extent a claim under it results from City's negligence or willful misconduct.

16. Limitations of liability. EXCEPT FOR LIABILITY ARISING OUT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF CONTRACTOR, THE CUMULATIVE LIABILITY OF (I) CONTRACTOR, AND (II) ANY OF THE RESPECTIVE AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE, PER INITIAL TERM OR RENEWAL TERM, AN AMOUNT UP TO OR EQUAL TO \$150,000. THE LIMITATIONS APPLY EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND SUCH DAMAGE FAILS TO ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL (I) CONTRACTOR (II) ITS SUPPLIERS OR LICENSORS, AS APPLICABLE OR (III) ANY OF ITS AFFILIATES, AGENTS, SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE, BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS IPSA OR THE UNDERLYING AGREEMENT. THE LIMITATIONS APPLY EVEN IF AMILIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND SUCH DAMAGE FAILS TO ITS ESSENTIAL PURPOSE.

17. Miscellaneous.

a. Order of Precedence. This IPSA shall survive the expiration or earlier termination of the Underlying Agreement.

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.

Amilia Technologies USA INC.

City of Redmond

Name: _____
Title: _____
Date: _____

By: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
AUTHORIZED USER ACCESS AGREEMENT

Name of Individual: _____ Name of Contractor: _____

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 _____ (“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 ___ of any conflict with or violation of the above conditions.

Authorized User Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
To Whom It May Concern	Entreprises Amilia Inc. / Amilia Technologies USA Inc.
	3105-1751 Richardson
	Montréal, QC
POSTAL CODE	POSTAL CODE H3K 1G6

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)
Software company that develops e-commerce solutions. Insurer: Lloyd's Underwriters via Beazley Canada Limited.

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	Beazley Canada Limited 19650870	2021/9/21	2022/9/21	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE - EACH OCCURRENCE	1,000	5,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	1,000	5,000,000
				<input checked="" type="checkbox"/> PERSONAL INJURY LIABILITY OR <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY	1,000	5,000,000
				MEDICAL PAYMENTS	1,000	25,000
				TENANTS LEGAL LIABILITY	1,000	500,000
				POLLUTION LIABILITY EXTENSION		
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES	Beazley Canada Limited 19650870	2021/9/21	2022/9/21	NON OWNED AUTOMOBILE	1,000	1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE		
				AGGREGATE		
OTHER LIABILITY (SPECIFY) <input checked="" type="checkbox"/> Errors & Omissions Liability	Beazley Canada Limited 17600353	2021/9/21	2022/9/21	Product and Services	5,000	2,000,000
<input checked="" type="checkbox"/> Errors & Omissions Liability	Beazley Canada Limited 17600353	2021/9/21	2022/9/21	Cyber Security	5,000	2,000,000
<input checked="" type="checkbox"/> Errors & Omissions Liability	Beazley Canada Limited 17600353	2021/9/21	2022/9/21	Media Liability	5,000	2,000,000

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 0 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)
Assurart Inc. (QC)	
410-2055 rue Peel	
Montréal, QC	
POSTAL CODE	POSTAL CODE H3A 1V4
BROKER CLIENT ID: ENTRAMI-01	POSTAL CODE

8. CERTIFICATE AUTHORIZATION	
ISSUER Assurart Inc. (QC)	CONTACT NUMBER(S) TYPE Phone NO. (833) 382-9357 TYPE NO.
AUTHORIZED REPRESENTATIVE Pascale Rondeau	TYPE NO. TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE 2021/9/3 EMAIL ADDRESS prondeau@assurart.com



Memorandum

Date: 11/1/2022
Meeting of: City Council

File No. AM No. 22-169
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files	425-556-2166
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DEPARTMENT STAFF:

Executive	Amy Tsai	Chief Policy Advisor
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TITLE:
Adoption of the City of Redmond 2023 State Legislative Agenda

OVERVIEW STATEMENT:

The proposed City of Redmond 2023 State Legislative Agenda has been revised to incorporate Council suggestions from the October 11, 2022, Study Session (Attachments A & B). The legislative agenda identifies the City’s top priority issues and other policy issues the City supports or opposes. The legislative agenda guides the City’s work with our state legislators during session.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
RMC 2.80 Representation of City to Legislative Bodies
- **Required:**
N/A
- **Council Request:**
During the September 13 study session, Councilmembers discussed their feedback for the State Legislative Agenda (SLA). A new draft reflecting the feedback was presented and discussed at the October 11 study session. Changes made in response to Council comments are as follows:
 - Decarbonization - clarified intent to “address” climate change as a Growth Management Act (GMA) planning goal;
 - Behavioral Health Service - added language to support the full spectrum of behavioral health services;
 - Infrastructure Programs - changed “Public Works Board” to “Public Works Assistance Account”;
 - Park and Recreation Funding - removed reference to Redmond Central Connector’s low likelihood of

funding; and

- Gun Safety - changed “state measures” to “policies” and changed violence “by” firearms to violence “through the use” of firearms. Staff had offered language of “misuse” of firearms on Oct. 11; it is changed to “use.”

A summary of these changes can be found in Attachment A in track changes; this also includes non-substantive formatting and capitalization clean-up. The final 2023 State Legislative Agenda proposed for Council action can be found in Attachment B.

- **Other Key Facts:**

The 2023 Legislative Session will begin January 9, 2023. It is the first year of the 2023-2025 biennium and the session is scheduled to last 105 days. The Legislature will adopt the Operating, Capital, and Transportation budgets for the biennium.

At the October 11 study session, discussion continued on how apparent tensions between legislative objectives might be resolved, such as supporting local control yet having interest in supporting statewide mandates that elevate baseline performance across all jurisdictions, or not supporting unfunded mandates yet at times desiring to advance legislation that could add financial cost to Cities. During session, bill positions are interpreted in accordance with adopted Redmond policies. The Mayor’s Office will engage with Council to present a unified voice that advances Redmond’s legislative agenda, including communicating throughout session as the pace of session allows.

OUTCOMES:

The City’s legislative session advocacy potentially results in state funding for projects identified in the State Legislative Agenda. The State Legislative Agenda provides a roadmap for the City to successfully advance top priority requests, and it focuses attention on policy areas to monitor, support, or oppose that may be considered by the state legislature and that could have a positive or negative impact on the City of Redmond and the Redmond community.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
N/A

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

If yes, explain:

Funding may be provided by the State for Redmond projects on the City’s State Legislative Agenda. The proposed 2023 State Legislative agenda includes a funding request of \$1.761 million for the Evans Creek Relocation Project. The agenda also asks for phased distribution of \$8 million received for the 148th Bicycle and Pedestrian Overpass to begin with the upcoming biennium.

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/13/2022	Study Session	Provide Direction
10/11/2022	Study Session	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The 2023 Legislative Session begins on January 9, 2023. To effectively advocate for the City’s Legislative agenda, the agenda should be approved by Council at its November 1, 2022, meeting. This will allow state lobbying efforts to commence in earnest.

ANTICIPATED RESULT IF NOT APPROVED:

The City will not be effective in lobbying for the items on the City’s Legislative Agenda if the agenda is not approved in a timely manner.

ATTACHMENTS:

- Attachment A: City of Redmond 2023 State Legislative Agenda (Track Changes)
- Attachment B: City of Redmond 2023 State Legislative Agenda



CITY OF REDMOND
2023 STATE LEGISLATIVE AGENDA

Top Funding ~~&~~ and Legislative Requests

Relocation of Evans Creek to Restore Salmon Habitat: Redmond requests \$1.761 million to re-channel Evans Creek away from industrial development where it is exposed to untreated runoff, reestablishing a flood plain, and restoring wild Coho and Chinook salmon habitat. The rechanneling will restore a riparian buffer and establish recreational trail opportunities, including the addition of two ADA-compliant pedestrian bridges. Developed in consultation with tribal groups to consider impacts on fisheries and cultural resources, this multi-million-dollar project has several project funding partners.

Phasing of 148th Ave NE Bicycle and Pedestrian Overpass Funding: Redmond appreciates Move Ahead Washington's \$8 million allocation to a 148th Avenue NE bicycle/pedestrian path over SR 520 in Overlake – the third largest jobs center in the Puget Sound region. The project will provide this growing transit-oriented neighborhood with a key multimodal connection between home and work along a roadway carrying 50,000 daily cars. The City requests that funding be delivered as follows:

- \$750,000 in 2023-~~2025~~ for alternatives analysis;
- \$4.25M in ~~2025-2027~~ for commencement of design; ~~and~~
- \$3M in ~~2027-2029~~ including Right of Way work, with construction beginning in 2029-2031.

Transportation Impact Fee Revenue Flexibility: Transportation impact fees fund new or expanded public facilities to accommodate increased demand stemming from development. Under current law, transportation impact fees may be spent on sidewalk, bike, and pedestrian infrastructure that is connected to a roadway. Redmond requests legislation clarifying that impact fee revenue can be used for bicycle and pedestrian corridors that are separated from a roadway but serve as multimodal commute routes.

Support/Oppose/Monitor Issues

Housing

- **Housing Affordability, Production, and Placement:** The ~~city~~ City supports housing legislation aimed to preserve, improve, and expand housing stock; increase housing choice for people at all income levels and abilities; and eliminate racially exclusive and discriminatory land use and housing practices. Redmond supports housing legislation that is consistent with Redmond's Comprehensive Plan, Housing Action Plan, and Community Strategic Plan.

Environment Sustainability

- **Decarbonization:** Redmond has declared a climate emergency and adopted an environmental sustainability plan outlining a long-term strategy to reduce greenhouse gas emissions. Redmond encourages the ~~state~~ State to advance proposals that decarbonize the economy through carbon reduction, including electrification, green building, renewable energy sources, and adding addressing climate change as a Growth Management Act (GMA) planning goal.
- **Culvert, Fish and Habitat Funding:** Redmond encourages the ~~state~~ State to invest in state and local culvert, floodplain, and fish habitat projects to open habitat for salmon and other wildlife on a watershed basis.
- **Stormwater and Clean Water Requirements:** Redmond encourages the State to invest in stormwater projects to help jurisdictions meet National Pollutant Discharge Elimination System (NPDES) permit obligations. Redmond will monitor proposals pertaining to PFAS and clean water standards.
- **Waste Stream Reduction:** Redmond supports proposals, such as extended producer responsibility, to reduce inputs into the waste stream.
- **Climate Resiliency:** Redmond supports statewide efforts on climate resiliency, including enhancing wildfire response and equipment.

Finance

- **Tax Reform:** Redmond encourages the ~~state~~ State to identify reforms to the tax system that provide progressive, equitable, stable, and reliable revenue sources to meet the needs of state and local government, including allowing local jurisdictions to have the option to increase the property tax levy with inflation (CPI-W) instead of the current 1% annual growth limit.
- **Local Revenues:** Redmond supports protecting and enhancing state-shared revenues. Additionally, Redmond supports enhanced flexibility in expending local revenue streams, such as local real estate excise tax revenues.
- **Unfunded Mandates:** Redmond opposes legislation that establishes a new local mandate unless corresponding funding is provided.

General Government

- **Modernize City Operations:** Redmond supports legislation that allow city operations to modernize with advancing technologies and transition to digital/paperless systems.

- Local Control: Redmond urges the Legislature to honor local decision-making authority. The City serves as the government closest to the people and is most responsive to the community in meeting its needs.
- Public Records Act (PRA) and Open Public Meetings Act (OPMA): Redmond is committed to openness and transparency. The City will monitor amendments to the PRA and OPMA, and support funding proposals that relieve administrative burdens.
- Conservation District Elections: Redmond supports proposals reforming conservation district elections to address the timing of elections and supervisor terms.
- Chinese American History Month: Redmond supports legislation declaring January as Chinese American History Month.
- Labor Regulations: Redmond will monitor proposals making changes to the state Paid Family Medical Leave Act, and other labor-related regulations to ensure proper implementation.

Community Vitality

- Childcare: Redmond supports funding and programs to increase opportunities for affordable childcare.
- Homelessness: Redmond supports programs and solutions that address root causes of homelessness and provide a path toward stability. This includes support for maintaining or increasing funding for the Housing Essential Needs Program and other subsidized housing solutions for people experiencing homelessness.
- Human Services Programs and Funding: Redmond supports ongoing and increased funding for programs to protect our most vulnerable populations.
- Behavioral Health Services: Redmond supports state investments in [the full spectrum of behavioral healthcare, including](#) crisis response resources (e.g., mobile crisis teams), recruitment and retention of high-quality mental health care providers, and sufficient facilities and behavioral health services for individuals in need of these supports.

Planning & Infrastructure

- Planning (GMA) Implementation: Redmond requests adequate time and funding to implement land use changes directed by the [state-State](#) to ensure adequate public engagement.
- Infrastructure Programs: Redmond supports enhanced funding for the Public Works [Board Assistance Account](#) for infrastructure grants and loans, including for innovative infrastructure projects; WSDOT's Bike-Ped Grant Program; Safe Routes to Schools Grant Program; and other grant and financing programs for local infrastructure.
- Local Transportation Network: Redmond requests direct funding to cities to meet local transportation needs such as pavement preservation and ADA improvements.

- Park & Recreation Funding: Redmond supports funding for parks acquisition, maintenance, and operations, including grant programs administered through the Recreation and Conservation Office (RCO). Redmond applied for a grant ~~for the Redmond Central Connector (RCC)~~ through the RCO Washington Wildlife Recreation Program ~~for the Redmond Central Connector, but at the levels these programs are funded, the project is unlikely to be awarded funds. RCC is~~ a regional trail and linear park that fills the final gap in the east spur of the 42-mile Eastrail, ~~providing and provides~~ unprecedented non-motorized recreation and transportation opportunities. Redmond supports funding for grant programs that help such projects for our communities.

Public Safety

- Criminal Justice Reform: Redmond supports policies that provide greater safety for communities that historically have been harmed by existing systems while maintaining public safety, and that can be implemented in a timely, reasonable, and effective manner.
- Basic Law Enforcement Academy Funding: Redmond supports policies and increased funding to the Basic Law Enforcement Academy to ensure officers can be trained in a timely manner.
- Gun Safety: Redmond supports ~~state measures~~ policies to prevent violence ~~by~~ from the use of firearms and generally increase community safety.
- Alternative Response: Redmond supports increased and ongoing funding to alternative response models to ensure community safety and wellbeing, such as the City's THRIVE program. This includes support for proactive homeless outreach response, community court, mobile integrated health services, and co-responding mental health professionals.

Redmond sSupports the Association of Washington Cities and Sound Cities Association.

CITY OF REDMOND 2023 STATE LEGISLATIVE AGENDA

Guiding Principles:

The City has adopted the following principles to guide the City's Legislative Agenda:

- **Promote equitable solutions and investments:** The Legislature should work to identify and eliminate laws, policies, and procedures that have historical and current racist, prejudicial, biased, and discriminatory implications.
- **Protect home rule and local authority:** The Legislature should refrain from pre-empting the authority of local cities and communities which are closest to the citizens they serve.
- **Refrain from imposing unfunded or “under-funded” mandates:** It is important that the Legislature refrain from imposing new unfunded or “under-funded” mandates upon local jurisdictions unless there is adequate funding provided to implement them.
- **The State should not erode local revenues and local taxing authority:** As “creatures of the State,” cities in Washington have only the taxing and revenue authority directly provided to them by the State Legislature. It is vital that lawmakers refrain from making decisions that erode or eliminate those revenues and the local taxing authority that is given to cities.
- **The State should preserve operating, capital, and transportation budget funding that flows to cities:** Redmond urges the Legislature to refrain from cutting or eliminating operational and infrastructure funding for Redmond and other cities.
- **The Legislature should recognize jurisdictions that step up to implement the policy goals developed by the State, as it exercises its decision-making, particularly in grant and loan programs:** Redmond is an example of a city doing the right things to implement the Growth Management Act (GMA), accommodate density, ensure the urban centers of Downtown and Overlake are conducive to “transit-oriented” and pedestrian-friendly development, embrace “green building”, climate-change and Vehicle Miles Traveled (VMT) strategies, etc. As it makes funding and policy decisions regarding grant and loan programs, the State should find ways to recognize jurisdictions, such as Redmond, that carry out and embrace these policy objectives.

[Notice of nondiscrimination is available at redmond.gov/TitleVI.](http://redmond.gov/TitleVI)

[无歧视声明可在本市的网址redmond.gov/TitleVI 上查阅](http://redmond.gov/TitleVI)

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2023

STATE LEGISLATIVE AGENDA



Top Funding and Legislative Requests



Relocation of Evans Creek to Restore Salmon Habitat

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2023 STATE LEGISLATIVE AGENDA

Support/Oppose/Monitor Issues



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2023 STATE LEGISLATIVE AGENDA

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Redmond urges the Legislature to refrain from cutting or eliminating operational and infrastructure funding for Redmond and other cities.

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Redmond is an example of a city doing the right things to implement the Growth Management Act (GMA), accommodate density, ensure the urban centers of Downtown and Overlake are conducive to "transit-oriented" and pedestrian-friendly development, embrace "green building", climate-change and Vehicle Miles Traveled (VMT) strategies, etc. As it makes funding and policy decisions regarding grant and loan programs, the State should find ways to recognize jurisdictions, such as Redmond, that carry out and embrace these policy objectives.



Memorandum

Date: 11/1/2022
Meeting of: City Council

File No. AM No. 22-170
Type: Public Hearing

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:
2023-2024 Preliminary Budget Public Hearing #4

OVERVIEW STATEMENT:
Hold public hearing to gather public comments on the 2023-2024 Preliminary Budget.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Per Revised Code of Washington (RCW) 35.34.090/35A.34.090, the legislative body, or a committee thereof, must schedule preliminary "hearings on the budget or parts thereof" prior to the final budget hearing, which must be on or before the first Monday in December.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The Council held two public hearings on July 5, 2022 and August 16, 2022 on the proposed 2023-2028 Capital Investment Program. Both public hearings were optional. A third public hearing on property taxes and other revenue sources for the coming fiscal year, which is required under RCW 84.55.120, was held on October 18, 2022. This fourth

public hearing relates to the 2023-2024 Preliminary Budget, which was presented to the City Council and made publicly available on October 4, 2022. Public hearings provide a formal opportunity for Redmond residents and business owners to give public testimony regarding the proposed budget.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
A fifth and final public hearing on the 2023-2024 Preliminary Budget is scheduled for November 15, 2022.
- **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
7/5/2022	Business Meeting	Receive Information
8/16/2022	Business Meeting	Receive Information
10/18/2022	Business Meeting	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/15/2022	Business Meeting	Receive Information

Time Constraints:

Public hearings on the preliminary budget must be scheduled prior to the final public hearing, which must be on or before the first Monday in December. The final public hearing on the 2023-2024 Preliminary Budget is scheduled for November 15, 2022.

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

N/A



Memorandum

Date: 11/1/2022
Meeting of: City Council

File No. AM No. 22-171
Type: Staff Report

TO: Members of the City Council
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	Jeff Churchill	Planning Manager
Planning and Community Development	Glenn B. Coil	Senior Planner

TITLE:
Development Impact Fees - 2023 Annual Indexing

OVERVIEW STATEMENT:

Impact fees are one-time charges collected by the City from new commercial and residential developments to fund fire, park, school, and transportation facilities needed to accommodate growth. Impact fees are authorized in RMC 3.10.

Indexing or updating Redmond’s impact fees annually allows the rates to keep pace with inflation to maintain the purchasing power of these impact fees and to help provide the capital facilities necessary to serve growth in Redmond. RMC 3.10 establishes the indexes and procedures that the City Council may apply annually to index or update Redmond’s impact fees.

The City collects school impact fees on behalf of the Lake Washington School District (LWSD) by interlocal agreement. School impact fees, calculated by LWSD, reflect a proportionate share of the costs of school-related system improvements that are reasonably related to new development.

For 2023,

- Fire impact fees will increase by 5.29%,
- Park impact fees will increase by 8.70% (*see note below*),
- Transportation impact fees will increase by 7.19%, and
- School impact fees for single-family homes will decrease by 2%, and for multifamily, will increase by 2%.

Note: staff discovered that Park impact fee rates were calculated slightly lower than they should have been in 2021 and 2022. Thus, while the index used to calculate Park impact fees increased 8.42% in the last year, the fees must be increased by 8.70% to correct the error.

Staff requests that Council adopt an ordinance to index impact fees for 2023.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan policy CF-14
- **Required:**
 - Redmond Municipal Code 3.10 - Impact Fees
 - 2006 Interlocal Agreement between the City and LWSD for the Collection, Distribution, and Expenditure of School Impact Fees
- **Council Request:**
N/A
- **Other Key Facts:**
RMC 3.10 authorizes the annual indexing of impact fees.

OUTCOMES:

Impact fees:

- Contribute toward public infrastructure that is needed to accommodate population and employment growth.
- Can only be used to pay for system improvements. System improvements must be reasonably related to the new development and must benefit the new development.
- Cannot be used to pay for private facilities that solely benefit the development or to correct existing deficiencies in public infrastructure.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
October - November 2022
- **Outreach Methods and Results:**
Staff will inform the development community about the recommended impact fee adjustments. This includes direct outreach to OneRedmond, the Master Builders, the Parks and Trails Commission, and posting notices at the Development Services Center and on the City website.
- **Feedback Summary:**
No feedback received at this time.

BUDGET IMPACT:

Total Cost:

Staff working on Development Impact Fees - 2023 Annual Indexing are funded through the adopted budget.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

000250

Budget Priority:

Vibrant and Connected

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
10/11/2022	Committee of the Whole - Finance, Administration, and Communications	

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/15/2022	Business Meeting	Approve

Time Constraints:

Changes to impact fees are effective **January 1, 2023**. Timely adoption of the fees provides staff, developers, residents, and other interested parties an opportunity to prepare for fee changes associated with the development review process and ensures that new system improvements can be funded through impact fees.

ANTICIPATED RESULT IF NOT APPROVED:

If the Council chooses not to index impact fees for 2023, the fees will remain at 2022 levels, resulting in underfunding

system improvements needed to address population and employment growth.

ATTACHMENTS:

Attachment A: Proposed 2023 Fire, Park, School, and Transportation Impact Fees



CITY OF REDMOND

PROPOSED 2023 FIRE, PARK, SCHOOL, AND TRANSPORTATION IMPACT FEE RATE INCREASE

The City’s municipal code authorizes the Council to update the rates annually to keep pace with inflation.

The 2023 City impact fee rate increases are based on a three-year moving average change from 2020 to 2022 in the indexes specified in [RMC 3.10](#) — from August to August or the closest three consecutive 12-month time periods immediately prior to January 1, 2023.

Fire	Consumer Price Index-Urban (CPI-U)/Seattle	5.29%
Parks	Building Cost Index (BCI) and CCI Average/Seattle	
	8.42%*	
Transportation	Construction Cost Index (CCI)/ Seattle	7.19%

FIRE IMPACT FEES		
Land Use	Units	2023 Impact Fee (per unit)
Single-Family Residences	1 housing unit	\$139.64
Mobile Homes and Detached Single-Family Manufactured Homes	1 housing unit	\$166.79
Multifamily Residences	1 housing unit	\$235.86
Residential Suites	1 residential suite	\$117.94
Offices	1,000 sq. ft. of GFA	\$195.28
Retail Trade	1,000 sq. ft. of GFA	\$225.10
Manufacturing	1,000 sq. ft. of GFA	\$23.06

PARKS IMPACT FEES*		
Land Use	Units	2023 Impact Fees (per unit)
Single-Family Residences (inclusive of Mobile Homes and Detached Single-Family Manufactured Homes)	1 housing unit	\$5,884.24
Multifamily Residences	1 housing unit	\$4,084.96



Residential Suite	1 residential suite	\$2,220.23
Offices	1,000 sq. ft. of GFA	\$1,593.94
Retail Trade	1,000 sq. ft. of GFA	\$707.14
Manufacturing	1,000 sq. ft. of GFA	\$717.40

* Park impact fee rates were calculated slightly lower than they should have been in 2021 and 2022. Thus, while the index used to calculate Park impact fees increased 8.42% in the last year, the fees must be increased by 8.70% to correct the error.

TRANSPORTATION IMPACT FEES			
Residential Land Uses	Units		2023 Impact Fees (per unit)
Single Family	Dwelling	Downtown UC *	\$7,132.37
		Overlake UC *	\$7,378.38
		Rest of City	\$8,730.72
Multiple Family	Dwelling	Downtown UC	\$5,009.38
		Overlake UC	\$5,182.16
		Rest of City	\$6,131.97
Residential Suites	Residential Suite	Downtown UC	\$3,055.17
		Overlake UC	\$3,160.56
		Rest of City	\$3,739.83
Retirement Community	Dwelling	Downtown UC	\$2,288.74
		Overlake UC	\$2,367.68
		Rest of City	\$2,801.64
Nursing Home	Bed	Downtown UC	\$1,864.90
		Overlake UC	\$1,929.22
		Rest of City	\$2,282.82
Congregate Care/Assisted Living	Dwelling	Downtown UC	\$1,441.06
		Overlake UC	\$1,490.76
		Rest of City	\$1,763.99
Hotel/Motel	Room	Downtown UC	\$6,717.66
		Overlake UC	\$6,949.36
		Rest of City	\$8,223.06
Institutional Land Uses	Units		2023 Impact Fees
Elementary School	Student	Downtown UC	\$590.54

		Overlake UC	\$610.90
		Rest of City	\$722.87
High School	Student	Downtown UC	\$575.77
		Overlake UC	\$595.63
		Rest of City	\$704.80
Church/House of Worship	Per sq. ft. of GFA	Downtown UC	\$3.81
		Overlake UC	\$3.94
		Rest of City	\$4.66
Hospital	Per sq. ft. of GFA	Downtown UC	\$5.48
		Overlake UC	\$5.67
		Rest of City	\$6.70
Retail Shopping Center Land Uses	Units		2023 Impact Fees
Up to 99,999 ft ²	Per sq. ft. of GLA	Downtown UC	\$22.84
		Overlake UC	\$23.63
		Rest of City	\$27.96
100,000 ft ² – 199,999 ft ²	Per sq. ft. of GLA	Downtown UC	\$21.80
		Overlake UC	\$22.55
		Rest of City	\$26.69
200,000 ft ² – 299,999 ft ²	Per sq. ft. of GLA	Downtown UC	\$19.95
		Overlake UC	\$20.64
		Rest of City	\$24.42
300,000 ft ² and Over	Per sq. ft. of GLA	Downtown UC	\$19.22
		Overlake UC	\$19.89
		Rest of City	\$23.53
Car Sales – New/Used	Per sq. ft. of GFA	Downtown UC	\$14.53
		Overlake UC	\$15.04
		Rest of City	\$17.79
Convenience Market	Per sq. ft. of GFA	Downtown UC	\$163.50
		Overlake UC	\$169.13
		Rest of City	\$200.14
Free Standing Discount Store	Per sq. ft. of GFA	Downtown UC	\$16.25
		Overlake UC	\$16.80
		Rest of City	\$19.89
Furniture Store	Per sq. ft. of GFA	Downtown UC	\$1.88
		Overlake UC	\$1.93

		Rest of City	\$2.29
Miscellaneous Retail	Per sq. ft. of GFA	Downtown UC	\$19.28
		Overlake UC	\$19.95
		Rest of City	\$23.62
Supermarket	Per sq. ft. of GFA	Downtown UC	\$49.28
		Overlake UC	\$50.99
		Rest of City	\$60.33
Services Land Uses	Units		2023 Impact Fees
Bank/Savings and Loans	Per sq. ft. of GFA	Downtown UC	\$84.23
		Overlake UC	\$87.13
		Rest of City	\$103.10
Carwash	Stall	Downtown UC	\$24,963.55
		Overlake UC	\$25,824.62
		Rest of City	\$30,557.86
Daycare	Per sq. ft. of GFA	Downtown UC	\$64.15
		Overlake UC	\$66.37
		Rest of City	\$78.54
Health Club/Racquet Club	Per sq. ft. of GFA	Downtown UC	\$24.67
		Overlake UC	\$25.53
		Rest of City	\$30.20
Library	Per sq. ft. of GFA	Downtown UC	\$37.95
		Overlake UC	\$39.27
		Rest of City	\$46.46
Movie Theater	Seat	Downtown UC	\$412.48
		Overlake UC	\$426.71
		Rest of City	\$504.92
Post Office	Per sq. ft. of GFA	Downtown UC	\$58.34
		Overlake UC	\$60.34
		Rest of City	\$71.41
Service Station	Fuel position	Downtown UC	\$38,460.93
		Overlake UC	\$39,787.55
		Rest of City	\$47,079.97
Service Station/Minimart	Fuel position	Downtown UC	\$28,096.99
		Overlake UC	\$29,066.13

		Rest of City	\$34,393.49
Restaurant	Units		2023 Impact Fees
Fast Food Restaurant	Per sq. ft. of GFA	Downtown UC	\$113.17
		Overlake UC	\$117.07
		Rest of City	\$138.54
Restaurant	Per sq. ft. of GFA	Downtown UC	\$41.54
		Overlake UC	\$42.97
		Rest of City	\$50.85
Administrative Office Land Uses	Units		2023 Impact Fees
Up to 99,999 ft ²	Per sq. ft. of GFA	Downtown UC	\$23.72
		Overlake UC	\$24.54
		Rest of City	\$29.04
100,000 ft ² – 199,999 ft ²	Per sq. ft. of GFA	Downtown UC	\$20.39
		Overlake UC	\$21.09
		Rest of City	\$24.96
200,000 ft ² – 299,999 ft ²	Per sq. ft. of GFA	Downtown UC	\$17.79
		Overlake UC	\$18.41
		Rest of City	\$21.78
300,000 ft ² and Over	Per sq. ft. of GFA	Downtown UC	\$16.67
		Overlake UC	\$17.25
		Rest of City	\$20.41
Medical Office/Clinic	Per sq. ft. of GFA	Downtown UC	\$24.36
		Overlake UC	\$25.21
		Rest of City	\$29.82
Industrial Land Uses	Units		2023 Impact Fees
Light Industrial/Manufacturing	Per sq. ft. of GFA	Downtown UC	\$11.13
		Overlake UC	\$11.52
		Rest of City	\$13.64
Industrial Park	Per sq. ft. of GFA	Downtown UC	\$9.75

		Overlake UC	\$10.10
		Rest of City	\$11.94
Warehousing/Storage	Per sq. ft. of GFA	Downtown UC	\$3.68
		Overlake UC	\$3.80
		Rest of City	\$4.50
Mini Warehouse	Per sq. ft. of GFA	Downtown UC	\$2.18
		Overlake UC	\$2.25
		Rest of City	\$2.67
Alternate Impact Fee Assessment*	Units		2023 Impact Fees
Cost per Person Mile of Travel (PMT)	Mile of travel per person		\$3,603.31

* Downtown UC and Overlake UC refer to Downtown Urban Center and Overlake Urban Center, respectively.

School Impact Fees: The City of Redmond also collects development impact fees on behalf of Lake Washington School District (LWSD). The District’s requested school impact fees are \$18,610 per single-family unit and \$3,586 for each multi-family unit. The single-family fee is a decrease of \$387 and the multi-family fee is an increase of \$76 from 2022 fees. These changes are fully described in the appendices of the LWSD’s *2022-27 Six-Year Capital Facilities Plan*.

SCHOOL IMPACT FEES	
Land Use	2023 Rate
Single-family dwelling unit	\$18,610.00
Multifamily dwelling unit	\$3,586.00

Indexing 2023 Impact Fees

.....
November 1, 2022

Glenn B. Coil

Senior Planner, Long Range Planning





Purpose

- Provide information on the 2023 Annual Indexing of Development Impact Fees.
- PLEASE NOTE:
 - This process only includes the annual indexing (for inflation) of impact fees and update of Impact Fee schedule.
 - This process **DOES NOT** include any discussion or review of city policies related to impact fees, including fee calculation or rate studies.

Project Background



RMC 3.10

3-year moving average of the following indexes:

- Fire Impact Fee: CPI-U (Consumer Price Index – Urban/Seattle)
- Transportation Impact Fee: CCI (Construction Cost Index - Seattle)
- Parks Impact Fee: CCI + BCI Average (Building Cost Index)

LWSD School Impact Fees

City of Redmond collects development impact fees **on behalf of Lake Washington School District** which are calculated based on:

- A 5-year average of student enrollment numbers generated from new single-family and multi-family development.

City of Redmond Impact Fees Rates

3-year moving average of indexes

- Consumer Price Index
- Building Construction Index
- Construction Cost Index

2023 Proposed Rate Increase

Fire (CPI)	5.29%
Parks (BCI+CCI)	8.42%
Transportation (CCI)	7.19%

School District Impact Fees

5-year average of student enrollment numbers for new developments

	2022	2023
Single Family	\$18,997	\$18,610
Multifamily (per unit)	\$3,501	\$3,586

Park Impact Fee Issue

- Formula incorrectly calculated 2021 and 2022 inflation rates (see table)
- Resulted in under-collection **-\$11,065.96**
 - 2021 - \$447.30
 - 2022 (as of Sept. 26) - \$10,618.15
- Formula and rates corrected for 2023 by reindexing to 2020
- With correction, Park impact fees increase **8.7%** in 2023, although actual inflation rate is **8.42%**

Land Use	Cumulative fee error amounts		
	2021 (0.01 percentage point difference)	2022 (0.26 percentage point difference)	2023 (0.28 percentage point difference)
Single-Family Residences (inclusive of mobile homes), (1 unit)	\$0.49	\$14.03	\$15.21
Multi-Family Residences (1 unit)	\$0.34	\$9.74	\$10.56
Residential Suites (1 suite)	\$0.19	\$5.29	\$5.74
Offices (per 1,000 sq. ft. of GLA)	\$0.13	\$3.80	\$4.12
Retail Trade (per 1,000 sq. ft. of GLA)	\$0.06	\$1.69	\$1.83
Manufacturing (per 1,000 sq. ft. of GLA)	\$0.06	\$1.71	\$1.85

Outreach to Stakeholders

Redmond eNews

Parks and Trails Commission (*park fees*)

OneRedmond Government Affairs

Microsoft

Master Builders Association



Council Timeline



Oct. 3	<i>3P Briefing</i>
Oct. 11	<i>Committee of the Whole - FAC Briefing</i>
Nov. 1	Council Staff Report*
Nov. 15	Council Adoption - Consent Agenda
Jan. 1, 2023	Fees take effect

**City of Redmond staff to be accompanied by Lake Washington School District to present their fees*

Council Comments/Questions

- Forsythe – **Criteria for fee equity** – see Capital Facilities element Policies re: impact fees CF-14, CF-15, CF-16
- Stuart – **School impact fees** – only apply to LWSD in Redmond City limits. See CF -17. Process set by MOU and RMC 3.10
 - **Why ADUs exempt?** Was included in Ord. 2610 (2011) establishing impact fees in RMC. Was previously located in RCDG 20D.60, 20D.210. no data available on reasoning on original inclusion.
- Kritzer – **Waiving impact fees for childcare facilities.** Council can provide direction to include this as part of Redmond 2050 CF update.
- Forsythe – **why Manufacturing impact fee for Fire low?** Based on fire service responses by category and allocation of growth. In 1999, manufacturing/industrial uses was 5% of responses and 1% of growth.



Thank You

Any Questions?

Glenn B. Coil

Senior Planner, Long Range Planning

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Resource Slides

Fee Waiver

HO-49 Offer exemptions or reduced impact fees for construction of affordable housing units in qualifying developments.

CF-16 Consider exempting from payment of impact fees certain developments that have broad public purpose when adopting an impact fee ordinance.

3.10.060 Exemptions from the requirement to pay impact fees.

(A) The following development activities are exempt from the requirement to pay some or all of the fire, park, school, and transportation impact fees required by this chapter:

(1) Accessory dwelling units approved by the City under Redmond Zoning Code Section 21.08.220, Accessory Dwelling Units, or its successor, are exempt from the payment of all impact fees.

3.10.070 Exemptions from the requirement to pay fire, park, and school impact fees for low and moderate income housing.

[RESERVED]

If no additional dwelling units or no additional demand created, such as:

- Accessory structures
- Temporary uses
- Fee paid under SEPA
- City of Redmond developments



Can Impact Fee amounts ever change beyond the Annual Indexing that adjusts for inflation?

Yes. Under RMC 3.10.200 Periodic review of Fee Schedules, City Council shall review the fire, park^{*}, school, and transportation^{**} impact fees on a periodic basis in order to ensure that the fees reflect the capital improvement program of the City and current cost of construction systemwide improvement related to growth.

**Parks fees updated 2017*

*** Transportation fees updated in 2013*