

City of Redmond



Agenda

Tuesday, October 17, 2023

4:30 PM

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

Committee of the Whole - Public Safety and Human Services

Committee Members

Jeralee Anderson, Presiding Officer

David Carson

Steve Fields

Jessica Forsythe

Varisha Khan

Vanessa Kritzer

Melissa Stuart

AGENDA

ROLL CALL

1. Diversity, Equity, and Inclusion (DEI) Monthly Update Report [CM 23-560](#)
[Attachment A: DEI Action Plan Implementation Update to Council](#)
Department: Executive, 10 minutes
Requested Action: Informational
2. Interlocal Agreement (ILA) for Collocation of Redmond Medic Unit 23 in Kirkland Fire Station 27 [CM 23-557](#)
[Attachment A: Fire Station 27 Kirkland-Redmond ILA](#)
Department: Fire, 5 minutes
Requested Action: Consent, November 6th
3. Stryker Equipment Lease Agreement [CM 23-556](#)
[Attachment A: City of Redmond, WA SCH001 8.18.23](#)
[Attachment B: Transport Powered Products Expected Service Letter](#)
Department: Fire, 5 minutes
Requested Action: Consent, November 6th
4. Amendment to City Ordinance - Redmond Municipal Code 9.31.440. [CM 23-552](#)
[Attachment A: RMC 9.31.440](#)
Department: Executive, Parks and Recreation, 5 minutes
Requested Action: Consent, November 6th
5. Redmond Police Department Q3 Crime Report [CM 23-559](#)
[Attachment A: 2023 Police Department Q3 Crime Report Presentation](#)
Department: Police, 5 minutes
Requested Action: Informational

ADJOURNMENT



Memorandum

Date: 10/17/2023

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

File No. CM 23-560

Type: Committee Memo

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

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files, Chief Operating Officer	425-556-2166
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DEPARTMENT STAFF:

Executive	Jan Harrison	DEI Program Advisor
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TITLE:

Diversity, Equity, and Inclusion (DEI) Monthly Update Report

OVERVIEW STATEMENT:

Per Council's request for DEI Program Monthly Updates, this report contains information on work projects including, REDI work with the Directors, Title VI, Tribal Relations, Redmond 2050, the Welcoming Team, and community engagement.

☒ **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:**
Council Requested update on DEI projects.
- **Other Key Facts:**
N/A

OUTCOMES:

DEI program status report.

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:
0000024

Budget Priority:
Strategic and Responsive

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
9/19/2023	Committee of the Whole - Parks and Human Services	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	Click and select a meeting from the dropdown menu.	Click and select an action from the dropdown menu.

Date: 10/17/2023

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

File No. CM 23-560

Type: Committee Memo

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: DEI Action Plan Implementation Update.

DEI Action Plan Implementation Update

October 2023

Background

This document provides a high-level update of monthly implementation activities for the DEI Advisory Program.

Key priorities for 2023-2024 include:

- **REDI work with Directors:** Build a sustainable DEI infrastructure (culture) guided by the REDI Model in tandem with the City of Redmond's mission, vision, values, and goals.
 - REDI Directors training session with Anita Paige on 10.6.2023
 - 2022 REDI Directors training materials review
 - REDI training meetings with Anita Paige
- **Title VI:** Demonstrate commitment on the part of the City to comply with federal, state, and local laws, codes, rules, and regulations (i.e., Title V, VII, and ADA) per EEOC, Office of Equity and Civil Rights, and WSDOT.
 - Title VI Plan
 - Title VI Assurances
 - Title VI Trainings
- **Tribal Relations:** Develop an engagement strategic plan on how best to build respectful, meaningful, and impactful relationships with Tribal nations regardless of sovereignty status.
 - National Native American Heritage Month Proclamation
 - Snoqualmie Tribe Profile
 - Tribal relations meeting
- **Redmond 2050:** Partner up with Planning team during the next three months to review, edit and finalize Redmond 2050 Plan.
 - Redmond 2050 Plan
 - Lexicon Development
 - Transportation team meetings
- **Welcoming Redmond Team:** recognize as an invaluable resource in creating culture at City Hall.
 - Welcoming Intercultural Potluck
 - Welcoming Redmond Team Meetings
 - Welcoming America Membership
- **Community Engagement:** organized and ongoing strategy to inform and collaborate with city council, residents, businesses, nonprofits, schools, etc. through the DEI lens with goal to create an intercultural Redmond.
 - Equity in Housing Event
 - Kindering Redmond - ADA
 - Redmond Public Library



Memorandum

Date: 10/17/2023

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

File No. CM 23-557

Type: Committee Memo

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

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Fire	Adrian Sheppard	425-556-2201
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DEPARTMENT STAFF:

Fire	Jim Whitney	EMS Division Battalion Chief
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TITLE:

Interlocal Agreement (ILA) for Collocation of Redmond Medic Unit 23 in Kirkland Fire Station 27

OVERVIEW STATEMENT:

Requestion approval of ILA between City of Kirkland and City of Redmond for construction cost and collocation of M23 within Station 27.

Redmond Fire Medic Unit 23 has primarily been located at Evergreen Hospital in Kirkland since 1975. Redmond Fire Department's lease with Evergreen Hospital has no guarantee of occupancy beyond 2026, and Evergreen Hospital's long-range plan includes expanding hospital services into the area currently occupied by Medic 23.

Redmond has the opportunity to collocate Medic 23 in the new Kirkland Fire Station 27. Construction of this station is scheduled to be completed early 2024 and will be located one block north of the current Medic 23 apparatus bay at Evergreen Hospital. An increase in square footage of the new Kirkland Fire Station 27 to include office space, supply storage, sleeping quarters, and an apparatus bay to accommodate Medic 23 operations has been incorporated into the design. The increase in square footage to house Medic 23 added \$500,000 to the construction costs.

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

REQUESTED ACTION:

☐ **Receive Information**

☐ **Provide Direction**

☒ **Approve**

REQUEST RATIONALE:

• **Relevant Plans/Policies:**

In 2019, King County Emergency Medical Services (EMS) evaluated the location of Redmond Medic 23 and data indicated that remaining in the current location within a block of Evergreen Hospital was optimal, with respect to response times or impact on other county medic units.

Date: 10/17/2023

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

File No. CM 23-557

Type: Committee Memo

- **Required:**

N/A

- **Council Request:**

N/A

- **Other Key Facts:**

Enter any additional information to explain why this item is coming forward.

OUTCOMES:

Committing to have Redmond Fire Medic 23 reside within the new Kirkland Fire Station 27 ensure that this King County Medic One resource will remain in the optimal location that has been shown to meet the service needs of the community as well as the regional EMS system.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

Over approximately the last two years

- **Outreach Methods and Results:**

Regional meetings in person and online

- **Feedback Summary:**

This proposal has been reviewed by City of Kirkland leadership as well as King County Emergency Medical Services leadership and regional partners. This plan to collocate Redmond Fire Medic 23 within the new Kirkland Fire Station 27 will provide for long term stability, timely regional response, and optimal outcomes of critical ill and injured patients.

BUDGET IMPACT:

Total Cost:

\$320,000 From Redmond Fire ALS Programmatic Reserves Held by King County, with an additional \$180, 000 from King County EMS Facility Reserves Fund.

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

TBD - Pass through dollars from KCEMS Program Reserves

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

Examples: software with a yearly cost, revenue generating, match requirements, etc. - if none, enter N/A.

Funding source(s):

Redmond Fire ALS Programmatic Reserves and King County Emergency Medical Services Levy Funds in Reserve

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
Click and select a date, or click and press delete if none.	Item has not been presented to Council	Click and select an action from the dropdown menu.

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/6/2023	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Redmond Fire will lose an opportunity for long term stability to house Medic 23 in an appropriate location to support community needs.

ATTACHMENTS:

Attachment A: Interlocal agreement between City of Kirkland and City of Redmond related to construction of a new fire station 27

**INTERLOCAL AGREEMENT BETWEEN
CITY OF KIRKLAND AND CITY OF REDMOND
RELATED TO CONSTRUCTION OF A NEW FIRE STATION 27**

THIS AGREEMENT is made and entered into by and between the City of Kirkland, a Washington municipal corporation, and the City of Redmond, a Washington municipal corporation regarding construction of Kirkland's new Fire Station 27.

RECITALS

- A. The Cities of Kirkland and Redmond are both non-charter optional municipal code cities, incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of their residents and for other lawful purposes.
- B. Kirkland and Redmond are each authorized by chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements.
- C. Kirkland intends to construct a new fire station, to be identified as Fire Station 27, to serve Kirkland's Totem Lake and Evergreen Hill neighborhoods.
- D. Redmond supports this new fire station and desires to partner with Kirkland to allow Redmond's Medic One unit, Medic 123, to operate out of Fire Station 27. Co-location of Medic 123 at Station 27 allows the unit to return to a Kirkland fire station after an over ten-year absence, and it will be beneficial to both firefighters/emergency medical technicians (EMTs) and paramedics. The ability to work, train, and house in one facility naturally creates better working relationships between emergency responders, and it will provide Kirkland firefighters access to paramedics for training, education, and review of incidents.
- E. To facilitate Medic 123's co-location at Fire Station 27, Redmond will provide Kirkland the construction funding equivalent to the costs of construction of an additional half engine bay and storage space needed for Redmond's Medic 123 personnel and Advanced Life Support (ALS) supplies, based on an agreed-upon percentage of final Fire Station 27 project costs (including sales taxes) and a fixed amount in support of Fire Station 27 project soft costs. Redmond will further contribute to the ongoing maintenance and operating costs associated with the co-location.

AGREEMENT

Now, therefore, in consideration of the terms and conditions set forth below, the parties agree as follows:

Purpose. Kirkland has designed and is constructing a new Fire Station 27 ("Fire Station" or "Project"). The purpose of this Agreement is to provide funding for the design and construction, and ongoing maintenance and operation of an additional half-bay and associated storage at the new Fire Station 27 for use by Redmond's Medic 123 until such time that Kirkland's space needs no longer make co-location viable.

I. CONSTRUCTION AND CONSTRUCTION FUNDING

1. Construction of the Project.

a. Construction-Related Plans and Contract Documents. Kirkland will provide plans, specifications, contract and bid documents, and construction estimates, for the Project, which will include the work necessary for Redmond co-location at Fire Station 27 ("Redmond Work"). Exhibit A provides a floorplan of the Fire Station and identifies the area of Redmond Work.

b. Project Contracting and Construction. Kirkland is responsible for complying with all applicable public works procurement requirements. Kirkland's selected contractor for the Project ("Project Contractor") will perform all work on the Project. As Kirkland deems necessary, it will coordinate with Redmond regarding the progress of the work. Kirkland has final decision-making authority for all work by the Project Contractor for the Project, including the Redmond Work. Kirkland is responsible for all inspection and testing of the work, including materials for the Project. Whenever onsite during the construction phase, Redmond personnel will report to Kirkland's Project Manager. If Redmond has issues or concerns with the Project Contractor, it must bring such issues or concerns to the immediate attention of Kirkland's Project Manager. Redmond shall not direct the Project Contractor to perform any work.

c. Change Orders and Field Work Directives. Kirkland may approve field work directives and change orders for the Project; provided, however, that Kirkland will provide Redmond with prior written notice of a change order related to the Redmond Work as follows:

- i. No prior notice is required for changes regarding traffic closures, to respond to an emergency, for changes that reduce costs to Redmond, or where the change in cost to Redmond is less than five (5) percent of Redmond's contract share.
- ii. For changes that will cause the costs to Redmond to increase over five (5) percent of Redmond's contract share, then Kirkland must notify Redmond of the proposed change. Redmond will have five (5) working days to provide Kirkland with comments or concerns.
- iii. Regardless of the type of change or the dollar amount of the change order, Kirkland will provide Redmond with copies of all requests for change orders and all executed change orders related to the Redmond Work and associated shared costs, with such documentation provided either by paper or e-mail notification at Kirkland's first reasonable opportunity.
- iv. For any costs of a change order incurred solely for Redmond, Redmond shall pay full, actual costs incurred by Kirkland, including but not limited to design and construction.

d. Payments to Contractor. Kirkland shall make all payments to the Project Contractor and to Kirkland consultants on the Project.

e. Half-Bay Build-out Costs. Kirkland and Redmond have agreed that Redmond will be responsible for reimbursing Kirkland in an amount equal to the total of (i) 2.42% of the total Fire Station 27 construction costs, (ii) 2.42% of total project sales taxes, and (iii) the fixed amount of \$79,000 to reimburse for soft costs, which altogether represents the total cost the parties agree are fairly allocable to the new half-bay and associated storage for Redmond to be constructed by Kirkland as part of the Fire Station 27 project. These amounts

were initially determined based on architect's estimated scope and cost of the Redmond Work as described in Exhibit B.

The current estimate for Redmond reimbursement to Kirkland, based on the awarded bid contract and fixed soft costs, is \$427,806.14. The parties agree that while the 2.42% fixed percentage will not change and the \$79,000 fixed soft costs will not change, the total reimbursement cost to Redmond will adjust based on the actual construction costs at the time of project closeout.

2. Build-out Payment.

a. Redmond agrees to pay its portion of the costs in two lump sum payments, one upon the effective date of this Agreement and the other upon substantial completion of construction. Kirkland will submit to Redmond two invoices, with the first billing equivalent to half of the estimated total amount that is Redmond's responsibility, based on the proportional construction bid amount, the applicable sales tax, and the fixed soft cost amounts (as described in the cost narrative attachment), and the second billing comprising the remaining half of Redmond's responsibility, adjusted as applicable by any approved change orders. If requested by Redmond, Kirkland will meet with Redmond to review and discuss any billing. Redmond shall pay the billing within forty-five (45) days of receipt. If Redmond in good faith disputes any amount due under a billing, Redmond must promptly notify Kirkland and provide the specific basis of the dispute. If such dispute cannot be resolved promptly through good-faith discussions between the parties, Redmond must timely pay the undisputed portion, and the parties shall diligently proceed to resolve the disputed amount.

II. ONGOING USE AND OPERATION

1. Co-location. Once construction of Fire Station 27, as provided in Part I, is completed and the building is operational, Kirkland authorizes Redmond to utilize a half-bay for a medic unit, consisting of the medic unit vehicle, a backup medic unit vehicle, and three shifts each of two firefighter paramedics. Kirkland will provide Redmond corresponding storage space for supplies, two bedrooms, and clothing/wardrobe lockers, food lockers for six employees, and workspace to accommodate two paramedics on duty. Kirkland agrees to provide Redmond appropriate space in Fire Station 27 for Redmond to comply with posting any notices required by law or with posting or notice provisions of its applicable collective bargaining agreements.

2. Rules and Regulations. Redmond agrees to comply with and observe all reasonable rules and regulations established by Kirkland from time to time for the Fire Station. Redmond personnel will comply with all rules and regulations that apply to Kirkland personnel regarding use and occupancy of Fire Station 27. Redmond shall reimburse Kirkland for the cost of damages to the Fire Station beyond normal wear and tear caused by Redmond or its employees, agents, or invitees. Redmond shall not make any alterations, changes, or improvements in or to the Fire Station or any part thereof without discussion with Kirkland Fire Chief and Kirkland's facilities services division and written approval from the Kirkland City Manager's Office. Redmond shall give prompt written notice to Kirkland in the event of casualty, injury, or any workplace safety concern at Fire Station 27 involving Redmond's employees, agents, or invitees.

3. Facility Operation and Maintenance. Kirkland will be responsible for facility operations, daily maintenance, and janitorial service at Fire Station 27. Kirkland will keep and

maintain Fire Station 27 in good order, condition, and repair. Kirkland shall exercise full discretion and determination over the quality and quantity of supplies, equipment, materials, or character of work performed in the operation, alteration, maintenance, or repair of any aspect of Fire Station 27. Redmond shall give Kirkland prompt written notice of any defective or hazardous conditions at Fire Station 27 observed by Redmond personnel, which shall promptly be corrected by Kirkland to the extent and in the manner determined appropriate by Kirkland.

4. Payments.

a. **Facility Charge.** Redmond will pay to Kirkland an annual facility charge for use of the Fire Station 27 facilities. The facility charge will be calculated annually based on total square footage of Redmond's use, which, for purposes of this agreement, is 1009 square feet. The rate amount is based on the O&M and overhead costs for fire station facilities established in Kirkland's internal service fund rate calculation, which is prepared by Kirkland on a biennial basis for budget preparation. The annual rate for 2023 is \$7.83/sf; the annual rate for 2024 is \$8.04/sf. Kirkland will provide Redmond with a minimum of sixty (60) days' notice of a rate increase for subsequent years.

b. **Invoicing.** Kirkland will submit an annual invoice to Redmond in the 1st quarter of the following year for all applicable charges and costs associated with Redmond's use of Fire Station 27 for the prior year. If requested by the Redmond, Kirkland will meet with Redmond to review and discuss any billing. Redmond shall pay invoices within forty-five (45) days of receipt. If Redmond in good faith disputes any amount due under a billing, Redmond must promptly notify Kirkland and provide the specific basis of the dispute. If such dispute cannot be resolved promptly through good-faith discussions between the parties, Redmond must timely pay the undisputed portion, and the parties shall diligently proceed to resolve the disputed amount.

III. GENERAL PROVISIONS

1. Duration. The effective date of this Agreement shall be the date last signed below, and it shall remain in effect for an initial term ending on January 1, 2039. Thereafter, this Agreement shall automatically extend upon the same terms and conditions for five-year terms, unless and until terminated as provided herein.

2. Termination.

- a. Termination may be accomplished only by:
 - i. Mutual written agreement of Redmond and Kirkland;
 - ii. Termination by either party upon material breach of this Agreement by the other, provided, that no such termination may be accomplished unless the terminating party notifies the breaching party of its intent to terminate and provides the breaching party with no less than thirty days to cure the breach and avoid termination; or

- iii. Termination by either party without cause, including in the event Kirkland space needs no longer make co-location viable, if such party provides written notice to the other party no later than eighteen months prior to termination.
- b. If this Agreement is terminated by Redmond prior to fulfillment of the terms stated in Part I, Redmond agrees to reimburse Kirkland for the actual direct and related indirect expenses and costs Kirkland incurred for the Project up to the date of termination, including the agreed-upon soft costs amount, as well as the proportional costs of non-cancelable obligations.
- c. If this Agreement is terminated by Kirkland after construction-related payments by Redmond under Section 1 but prior to the end of the initial term, Kirkland will be responsible for reimbursing Redmond a prorated amount of Redmond's construction-related payments related to the Redmond Work, prorated by the number of years remaining in the initial term.

3. Property and Financing. No joint property is being acquired by the parties to this Agreement. The Kirkland fire station real property, building, and fixtures are and will be the property of Kirkland. The City of Redmond will have no joint or other interest in the property, building(s), or any fixtures.

4. Indemnification and Insurance.

a. Kirkland will require the Project Contractor to obtain and keep in force during the term of the Project contract, liability and property damage insurance policies consistent with the City's standard requirements for public works insurance policies.

b. Kirkland is a member of a self-funded, municipal risk pool—the Washington Cities Insurance Authority—that provides contractual liability coverage and liability coverage against claims for injuries to persons or damage to property that may arise from or in connection activities by the member and its employees. Kirkland shall, at all times during the term hereof, carry and maintain its policy with WCIA or obtain and maintain equivalent coverage.

c. Redmond's Insurance.

- i. Redmond is currently insured through a private insurance company carrying liability coverage against claims for injuries to persons or damage to property that may arise from or in connection activities by Redmond and its employees. Redmond agrees to maintain its current types and levels of insurance. Redmond's insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The following minimum types and levels of insurance and requirements apply to Redmond:

- 1. Redmond must have and maintain commercial General Liability (CGL) insurance that shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Kirkland shall be named as additional an insured on Redmond's CGL insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as

broad coverage. Redmond's CGL insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

2. Redmond must have and maintain property insurance, which shall be written on an all risk basis. Redmond's property insurance shall be written covering the full value of Redmond's property and improvements with no coinsurance provisions.
 3. Redmond must have and maintain automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, and automobile physical damage coverage in the amount of the value of the medic unit vehicles located at Fire Station 27.
- ii. In the event Redmond is or becomes a member of a self-funded, municipal risk pool, under chapter 48.62 RCW, that provides contractual liability coverage and liability coverage against claims for injuries to persons or damage to property that may arise from or in connection activities by the member and its employees. Redmond shall provide Kirkland notice and shall thereafter, at all times during the term hereof, carry and maintain its membership with the pool or obtain and maintain equivalent coverage.
 - iii. Redmond shall provide Kirkland with written notice of any coverage or policy cancellation within five business days of their receipt of such notice.
 - iv. Failure on the part of Redmond to maintain the insurance required under this section shall constitute a material breach of lease, upon which Kirkland may, after giving five business days' notice to the Redmond to correct the breach, terminate this Agreement or, at Kirkland's discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid by Redmond to Kirkland on demand.
 - v. Redmond shall provide Kirkland with a risk pool evidence of coverage letter and/or original certificates and a copy of relevant policy language and/or applicable amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing compliance with Redmond's insurance requirements. Redmond shall ensure that it provides Kirkland with updated documents demonstrating its compliance with this Section III(4)(d), particularly with certificates and related documents at the end of each policy period and if Redmond changes insurers.
- d. Kirkland and Redmond hereby release and discharge each other from all claims, losses, and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Fire Station 27 property or building. This release shall apply only to the extent that such claim, loss, or liability is covered by insurance.
 - e. Kirkland and Redmond agree to defend, indemnify, and hold harmless the other party and their respective elected officials, officers, employees, and agents from any and all claims, judgments, suits, injuries, damages, losses, costs, or other liabilities, including reasonable attorney fees, arising out of and to the extent caused by tortious acts, errors, or omissions that may arise and or omissions of the indemnifying party related to activities under this agreement in connection with its performance under this Agreement. Where such claims, injuries, damages, losses, or suits result from the concurrent negligence of the Parties, the

indemnity, defense, and hold harmless provisions herein shall be valid and enforceable against the indemnifying party only to the extent of the indemnifying party's own negligence.

f. Each of the Parties agrees that its obligations under this Section III(4) extend to any claim, injury, damage, loss, or suit brought by, or on behalf of, any of its employees or agents. For this purpose, each indemnifying party, by mutual negotiation, hereby waives, as respects to the non-indemnifying party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

g. The obligations of this Section shall survive termination of this Agreement.

5. Dispute Resolution.

a. Negotiation. In the event that any dispute arises between the Parties as to the interpretation or application of any term of this Agreement or as to the validity of any claim made by either Party against the other as a result of this agreement, either Party may make a written request for a meeting between senior representatives of each Party within a reasonable time.

b. Mediation. In the event that the Parties are unable to resolve the dispute through negotiations, the Parties agree to participate in nonbinding, neutral evaluation and mediation at a mutually agreeable location prior to commencing legal action.

- i. *Selection of Mediator.* Upon either Party requesting such mediation by providing written notice to the other, the Parties must attempt to select a neutral person to evaluate and mediate the dispute. Each Party shall promptly disclose to the other any circumstances known by it that would cause justifiable doubt as to the independence or impartiality of any individual under consideration or appointed as a neutral mediator. If, after thirty (30) days, the appointment of a neutral person cannot be made, either Party may terminate the dispute resolution process, or the Parties may agree to an alternative process.
- ii. *Compensation of Mediator.* The neutral mediator's charges shall be established at the time of appointment. Unless the Parties agree otherwise, the fees and expenses of the neutral mediator shall be divided equally, and each Party shall bear its own costs and expenses.
- iii. *Confidentiality.* The dispute resolution process identified in this paragraph is a compromise negotiation for purposes of judicial rules of evidence. The Parties agree to maintain in confidence all offers, promises, conduct, and statements, oral or written, made in the course of the mediation by either of the Parties, their agents, employees, experts, representatives or attorneys, or by the neutral mediator, and agree that the same shall be deemed negotiations in pursuit of settlement and compromise and not admissible or discoverable in subsequent legal proceedings pursuant to Washington Evidence Rule 408. The neutral mediator shall be disqualified as a trial or deposition witness, consultant, or expert of either Party.

c. In the event that the Parties are unable to resolve the dispute through the processes established in this Section III(5), the Parties reserve any and all other rights and remedies available to each of them regarding such dispute.

6. Administration. This Agreement shall be jointly administered by the Fire Chiefs of Kirkland and Redmond or their designees.

Designated Representatives; Notices and Communications. All notices required by this Agreement and other formal communications shall be given in writing and be mailed or delivered to the appropriate designated representatives at the addresses below. The designated representatives of the Parties shall be the following employees, or their designees:

Kirkland:
Joe Sanford
Fire Chief
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033
jsanford@kirklandwa.gov

Redmond:
Adrian Sheppard
Fire Chief
City of Redmond
8450 161st Ave NE
Redmond, WA 98052
asheppard@redmond.gov

With copy to: Lee Ann Skipton
Facilities Manager
lskipton@kirklandwa.gov

Jim Whitney
Medical Services Administrator
jwhitney@redmond.gov

The Parties may change their respective designated representatives by written notification to one another.

7. Severability. If any section, sentence, clause, or phrase of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall be deemed stricken and shall not affect the validity or enforceability of any other section, sentence, clause, or phrase. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9. Entire Agreement. This Agreement constitutes the final and entire agreement and understanding between the parties concerning the water main intertie and supersedes all prior agreements and understandings. This Agreement may be amended only by a written instrument signed by both parties. This Agreement may be signed in counterparts, and, if so signed, shall be deemed one integrated document.

10. Waiver. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a

modification of the terms of this Agreement, unless stated to be such through written agreement of both Parties.

11. Effective Date. It shall be effective on the last date signed below.

CITY OF KIRKLAND

CITY OF REDMOND

Beth Goldberg, Deputy City Manager

Angela Birney, Mayor

Dated:_____

Dated:_____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Kirkland City Attorney

Redmond City Attorney



Memorandum

Date: 10/17/2023

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

File No. CM 23-556

Type: Committee Memo

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

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Fire	Adrian Sheppard	425-556-2201
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DEPARTMENT STAFF:

Fire	Jim Whitney	EMS Division Battalion Chief
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TITLE:

Stryker Equipment Lease Agreement

OVERVIEW STATEMENT:

Six-year lease agreement between Stryker and City of Redmond to replace 15 Stryker Power Cots, 15 Stryker Power Loads, and 7 Stryker Stair Pro Chairs that are beyond their expected service life. This is critical equipment that is used on all aid cars and medic units to safely move patients from the scene to treatment facilities.

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

REQUESTED ACTION:

☐ **Receive Information**

☐ **Provide Direction**

☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Enter the city, state, or federal codes or laws that require this item to come before Council, or N/A.
- **Council Request:**
N/A
- **Other Key Facts:**
Identified life expectancy expiration of existing equipment during OplQ asset management development.

OUTCOMES:

Replacing all this equipment through purchase is cost prohibitive in the 2023/24 biennium budget. However, a six-year lease option will provide the ability to support operations with new equipment that meets maintenance and certification requirements as defined by the manufacturer and can be done with minimal budgetary impact. This will

provide for stability related to future replacement and budgeting of asset equipment replacement and ensure liability remains with the manufacturer.

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:

\$1,344,624.00 over six annual payments of \$224,104.00

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

Budget Offer Number:

0000017 Fire and Medical Operations

Budget Priority:

Safe and Resilient

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

If yes, explain:

The equipment covered under this lease is split between Advanced Life Support at 39% and General Fund (Basic Life Support) at 61%.

The ALS portion is included in the equipment reserve fund within the 2023/2024 biennium ALS budget and will continue to be included in future budgets.

The BLS portion is not included in the 2023/2024 biennium budget; however, it will be funded by a BLS Core Services reserve funds request to King County Emergency Medical Services. For the 2025/2026 biennium budget a General Fund service enhancement will be done to include expenses related to ongoing lease expenses.

Funding source(s):

General Fund, ALS Levy, and BLS Core Services

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Date: 10/17/2023

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

File No. CM 23-556

Type: Committee Memo

Previous Contact(s)

Date	Meeting	Requested Action
Click and select a date, or click and press delete if none.	Click and select a meeting from the dropdown menu.	Click and select an action from the dropdown menu.

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/6/2023	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Acceptance of liability due to equipment failure.

ATTACHMENTS:

Attachment A: Flex Financial Stryker Sales and City of Redmond Lease Agreement

Attachment B: Stryker Transport Power Expected Service Life Letter

Date: August 18, 2023

RE: Reference no:11510191826

CITY OF REDMOND, WASHINGTON
PO BOX 97010
REDMOND, Washington 98073-9710

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

- Master Agreement
- Lease Schedule to Master Agreement
- Exhibit A - Detail of Equipment
- Insurance Authorization and Verification
- State and Local Government Rider
- Opinion of Counsel

****Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider , Federal ID , Customer PO**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____		
Upfront Payment Check No:	_____	Contact name:	_____
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

Your personal documentation specialist is Megan Wilkinson and can be reached at (269) 389-1971 or by email megan.wilkinson@stryker.com for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of August, 2023

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: CITY OF REDMOND, WASHINGTON PO BOX 97010 REDMOND, Washington 98073-9710
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1. Master agreement. The undersigned Customer ("**Customer**") unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, "**Owner**") to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the "**Equipment**") described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an "**Equipment Schedule**") and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a "**Supplier**"). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a "**Schedule**") that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.

2. Risk of loss. Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.

3. Payments/fees. All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as "**Payments**". Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of \$55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by Owner from such sources as Owner shall determine to be comparable to Bloomberg [or any successor]), and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's website as quoted by Bloomberg.

4. Equipment. Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.

5. Obligations absolute. Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer. Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.

6. Use/assignment/disclaimers. All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. **CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT** without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an "**Assignee**") in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales, LLC." Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales, LLC (the "**Original Owner**"), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment. **AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.**

7. Insurance/indemnification. Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

8. UCC filings. CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("UCC"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

9. Taxes.

(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership.

(i) If Customer selects \$1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.

(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return. Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

10. Facsimile copies. Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

11. Notices. All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

12. Default; remedies. Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the **"Default Interest Rate"**). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

13. Miscellaneous. All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. **EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT. The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer.** Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement and each Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart and/or in Owner's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement and each Schedule can be perfected by possession of any counterpart other than the counterpart bearing Owner's original signature. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.11510191826

(Equipment Lease Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: CITY OF REDMOND, WASHINGTON PO BOX 97010 REDMOND, Washington 98073-9710
Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002	
Equipment description: see part I on attached Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")	
Equipment Location: 8450 161ST AVE NE, REDMOND, Washington 98052-3848	
Schedule of periodic rent payments:	
6 Annual payments of \$200,522.38 (Plus Applicable Sales/Use Tax)	
Term in months: 61	Minimum monthly uses: <u>n/a</u>
Fee per use: <u>n/a</u>	
Purchase term (If blank, the Fair Market Value Option will be deemed chosen): <u>Fair Market Value Option</u>	
TERMS AND CONDITIONS	
<p>1. Lease agreement/term/acceptance/payments. The undersigned Customer ("Customer") unconditionally and irrevocably agrees to lease from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for lease under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. No acceptance of any item of Equipment may be revoked by Customer. The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.</p> <p>2. Purchase terms/return of equipment. If either the Fair Market Value Option or the Fixed Purchase Option applies to this Schedule, upon expiration of the Term and provided that this Schedule has not been terminated early and Customer is in compliance with this Schedule in all respects, Customer may upon at least 90 but not more than 180 days prior written notice to Owner exercise the applicable purchase option and upon the giving of such notice Customer shall be irrevocably and unconditionally obligated to purchase all (but not less than all) of the Equipment for the purchase amount shown above (plus all applicable Taxes), which amount shall be due and payable upon the expiration of the Term of this Schedule. If the \$1.00 Buyout applies to this Schedule, upon expiration of the Term, Customer shall pay all amounts owed by Customer hereunder but unpaid as of such date and \$1.00 (plus all applicable Taxes). Any purchase of the Equipment by Customer pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS", without representation or warranty of any kind from Owner. "Fair Market Value" shall be the amount determined by Owner as the fair market value of the Equipment on the basis of an arms-length sale between an informed and willing buyer who is currently in possession of the Equipment and a willing Seller under no compulsion to sell. Upon (x) any early termination of this Schedule or (y) the expiration of the Term of this Schedule and Customer has not exercised any option to purchase available to it under the terms of this Schedule, if any, the \$1.00 Buyout does not apply and Customer has given Owner at least 90 days but not more than 180 days written notice by certified mail prior to the end of the Term (the "Return Notice") that Customer will return the Equipment to Owner, Customer shall at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States. If Customer fails to give the Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent Payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return the Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.</p> <p>3. Miscellaneous. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. If the Fair Market Value Option or Fixed Purchase Option applies to this Schedule, Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components.</p>	

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

Customer signature	Accepted by Flex Financial, a division of Stryker Sales, LLC
Signature:	Signature:
Date:	Date:
Print name:	Print name:
Title:	Title:

Exhibit A to Lease Schedule001 to Master Agreement No.11510191826

Description of equipment

Customer name: CITY OF REDMOND, WASHINGTON

Delivery Location: 8450 161ST AVE NE, REDMOND, Washington , 98052-3848

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
639005550003	MTS PWLD EXCLUDES FLOOR PLATE	15
650705550001	6507 POWER PRO 2, HIGH CONFIG	15
650707000002	KIT, ALVARIUM BATTERY, SERVICE	15
650700450301	ASSEMBLY, BATTERY CHARGER	15
650700450102	ASSEMBLY, POWER CORD, NORTH AM	15
6252000000	STAIR PRO - MODEL 6252	7
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	15
TR-SPL-PL	TR-SYK PL TO PL	15
TR-SSC-PL	TR-SYK STAIR CHR TO PL	7

Total equipment: \$867,048.37

Service coverage:

Model number	Service coverage description	Quantity	Years
76011PT	PREVENT - PowerLOAD	15	6.00
73071PT	PREVENT - Stair Chair	7	6.00
77500029	Prevent Plus Refresh 6 yr- TOS	15	6.00

Total service coverage: \$216,738.99

Freight: \$12,738.70

Total Amount: \$1,096,526.06

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Insurance Authorization and Verification

Date: August 18, 2023

Schedule 001 To Master Agreement Number 11510191826

To: CITY OF REDMOND, WASHINGTON ("Customer")
8450 161ST AVE NE
REDMOND, Washington 98052-3848

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$867,048.37** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:		Customer signature	
Agent name:		Signature:	Date:
Address:		Print name:	
Phone/fax:		Title:	
Email address:			

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Megan Wilkinson at (269) 389-1971.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$867,048.37

ATTACHED: PROPERTY DESCRIPTION FOR Schedule 001 To Master Agreement Number 11510191826

See Exhibit A to Schedule 001 To Master Agreement Number 11510191826

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE001 TO MASTER AGREEMENT No. 11510191826** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and CITY OF REDMOND, WASHINGTON ("Customer") **to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:**

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Opinion of Counsel Letter

August 18, 2023

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 001 TO MASTER AGREEMENT NO. 11510191826 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and CITY OF REDMOND, WASHINGTON (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Washington and is authorized by the Constitution and laws of the State of Washington to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

Sales Rep Name: Kyle Howell
ProCare Service Rep: Kyle Mazuchowski

3800 E. Centre Ave
Portage, MI 49009

Date: 6/26/2023
ID #: 230626114929

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1153762
Shipping Acct Num: 1163178
Account Name: City of Redmond Fire
Account Address: 8450 161 St Ave NE
City, State Zip: Redmond, WA 98052

Name:
Title:
Phone:
Email:

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6390	Power-LOAD	EMS Prevent	15	2		\$57,267.00
2	6252	Stair Chair	EMS Prevent NB	7	2		\$3,654.00
3	6507	Power-PRO 2	Prevent Plus Refresh	15	2		\$47,448.50

PROGRAM INCLUDES:**EMS Prevent NB:**

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service and product equipment checklists.
*Replacement parts do not include mattresses, batteries, and other Disposable or expendable parts.

EMS Prevent:

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service
*Includes battery replacement
*Includes product equipment checklists.
*Replacement parts do not include mattresses, and other Disposable or expendable parts.

Unless otherwise stated on contract, payment is expected upfront.

Annual Payments \$54,184.75

See below for complete payment schedule

ProCare Total \$108,369.50

FINAL TOTAL \$108,369.50

Start Date: Year 7
End Date: Year 8

Stryker Signature

Date

Customer Signature

Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at
<https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>		<u>Int Paid</u>	<u>Prin. Remaining</u>		<u>Balance</u>	
Starting Balance						\$	108,369.50
6/1/2023	\$	54,184.75	\$	-	\$	54,184.75	\$ 54,184.75
6/1/2024	\$	54,184.75	\$	-	\$	-	\$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	6390	TBD	EMS Prevent
2	6252	TBD	EMS Prevent NB
3	6507	TBD	Prevent Plus Refresh

Purchase Order Form



Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number 230626114929

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	1153762
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	1163178
Company Name	City of Redmond Fire
Contact or Department	0
Street Address	8450 161 St Ave NE
Add'l Address Line	
City, ST ZIP	Redmond, WA 98052
Phone	-

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions

<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment Stryker Quote Number 230626114929

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

August 2022

Dear valued customer,

Thank you for your inquiry regarding the expected service life of Stryker's Powered System.

The Power-PRO™ 2 powered ambulance cot, Power-PRO XT powered ambulance cot, Power-LOAD® powered fastener and lithium-ion battery charger all have a seven-year expected service life under normal use and with appropriate periodic maintenance.

The lithium-ion battery has a two-year expected service life following the same guidelines. End of battery service life will be indicated by a constant yellow LED to the far right of the battery charge indicator.

Stryker's products have been designed for their respective life expectancies under normal use conditions and with appropriate periodic maintenance as described in the maintenance manual for each device. Products in the field may perform beyond the expected useful life for several reasons, including if the device is not used as much as anticipated.

Feel free to contact us with any questions.

Sincerely,



John Guyeskey
Senior Marketing Manager

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M0000010681 REV AA

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: Power-PRO, Power-LOAD, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.



Memorandum

Date: 10/17/2023

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

File No. CM 23-552

Type: Committee Memo

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

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
Executive	Lisa Maher	425-556- 2427

DEPARTMENT STAFF:

Executive	Rebecca Mueller	Supervising Deputy Attorney
Executive	Polly Peshtaz	Deputy Prosecuting Attorney

TITLE:

Amendment to City Ordinance - Redmond Municipal Code 9.31.440.

OVERVIEW STATEMENT:

On May 16, 2023, Senate Bill (SB) 5536 was passed at a special session by the Senate and House of Representatives. SB 5536 now makes knowing possession and/or use of a controlled substance or a counterfeit substance in a public place a gross misdemeanor, which will be punishable up to 180 days in jail for the first two convictions, a \$1000 fine or both.

This amendment would remove the current language in Park Rule 9.31.440 (Intoxicating Drugs) and would thereby be referenced in RMC Chapter 9.14 (Controlled Substances), which is previously adopted and consistent with SB 5536 to include drugs in a public place.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
- **Required:**
The Council must approve an ordinance changing the Redmond Municipal Code

- **Council Request:**
- **Other Key Facts:**

OUTCOMES:

Granting this proposal would allow for the City of Redmond to be consistent with recent changes in the drug possession laws following the passage of SB 5536. Furthermore, it would continue to keep the City of Redmond safe by providing law enforcement and prosecution lawful ordinances to enforce and prosecute.

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:

Budget Priority:

Enter the budget priority. An old budget priority may be listed if funding is from a previous biennial budget.

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

If yes, explain:

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
	Click and select a meeting from the dropdown menu.	Click and select an action from the dropdown menu.

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/6/2023	Business Meeting	Approve

Time Constraints:

SB 5536 took into effect May 16th, 2023

ANTICIPATED RESULT IF NOT APPROVED:

Current Redmond Municipal Code 9.31.440 would conflict with SB 5336 regarding the knowing possession of drugs in a public place

ATTACHMENTS:

Attachment A: Ordinance

CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING RMC 9.31.440
INTOXICATING DRUGS IN PARK, TO DELETE LANGUAGE
IN CONFLICT WITH RECENT CHANGES IN STATE LAW
RELATING TO THE POSSESSION AND USE OF
CONTROLLED SUBSTANCES AND TO REFER TO UPDATED
CITY REGULATIONS IN RMC 9.14.

WHEREAS, Article XI Section 11 of the Washington State Constitution authorizes cities to establish such crimes as necessary to protect the public safety, health, and welfare, so long as said crimes do not conflict with state law, and

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

WHEREAS, in 2021, the Washington State Supreme Court decided the case of *State v. Blake*, which struck down Washington's criminal statute prohibiting possession of a controlled substance. The court reasoned that the lack of a requirement to prove knowledge of possession did not force the

state to prove criminal intent, violating the defendant's right to due process, and

WHEREAS, on May 16, 2023, Senate Bill 5536 was passed at a special session by the Senate and House of Representatives, and

WHEREAS Senate Bill 5536 now makes knowing possession and/or use of a controlled substance or a counterfeit substance in a public place a gross misdemeanor, which will be punishable up to 180 days in jail for the first two convictions, a \$1000 fine or both, and

WHEREAS, Chapter 9.14 of the Redmond Municipal Code (RMC) has been amended to reflect the recent changes to state law and currently identifies certain criminal acts relating to controlled substances and legend drugs by adopting RCW 69.50.412, RCW 69.50.4011 and 69.50.4014, and

WHEREAS, the City's current park code, RMC 9.31.440, is now in conflict with state law and should be amended to delete the conflicting language and to reference RMC Chapter 9.14 for drug-related offenses, and

WHEREAS, the City Council desires to act to keep the community safe, and the City Council desires to provide law enforcement and the prosecutor lawful ordinances to enforce to keep the community safe.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2. Possession and Use of Controlled Substances. RMC 9.31.440, entitled "Intoxicating Drugs in Park", is hereby amended to read as follows:

9.31.440

[INTOXICATING DRUGS] Possession and Use of Controlled Substances.

~~[A. IT IS UNLAWFUL FOR ANY PERSON TO BRING INTO ANY PARK OR CONSUME BY MOUTH, INHALATION OR INJECTION, WHILE IN ANY PARK, ANY INTOXICATING NARCOTIC OR DANGEROUS DRUGS OR TO CONSUME BY ANY SUCH METHOD ANY MATERIAL OR SUBSTANCE (SUCH AS GLUE, FOR EXAMPLE) CAPABLE OF PRODUCING A STATE OF INTOXICATION OR EUPHORIA. PROVIDED, HOWEVER, THAT THIS SECTION SHALL NOT BE APPLIED TO ANY PERSON CONSUMING A DRUG OBTAINED BY SUCH PERSON BY LAWFUL PRESCRIPTION AND TAKEN PURSUANT TO THE MEDICAL DIRECTION OF A LICENSED PHYSICIAN. (ORD. 2912 § 3 (PART), 2018).]~~ **Possession and Use of Controlled Substances in City Parks shall be governed by Chapter 9.14 of this Code, as the same now exists or as hereafter amended or superseded.**

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

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

Section 4. Effective date. This ordinance shall become effective thirty 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 _____, 20XX.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JAMES HANEY, CITY ATTORNEY

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



Memorandum

Date: 10/17/2023

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

File No. CM 23-559

Type: Committee Memo

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

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2521
--------	--------------------	--------------

DEPARTMENT STAFF:

Police	Brian Coats	Captain
--------	-------------	---------

TITLE:

Redmond Police Department Q3 Crime Report

OVERVIEW STATEMENT:

This presentation provides a summary of policy activity, comparing January thru September data from 2021, 2022, and 2023. The presentation will include a preview of two new public-facing dashboards: Demographics and Crime Statistics.

This report is for the council to receive information.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

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

OUTCOMES:

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

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

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):
N/A

Budget/Funding Constraints:
N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

Date: 10/17/2023

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

File No. CM 23-559

Type: Committee Memo

10/17/2023	Committee of the Whole - Public Safety and Human Services	Receive Information
------------	---	---------------------

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: 2023 Police Department Q3 Crime Report Presentation

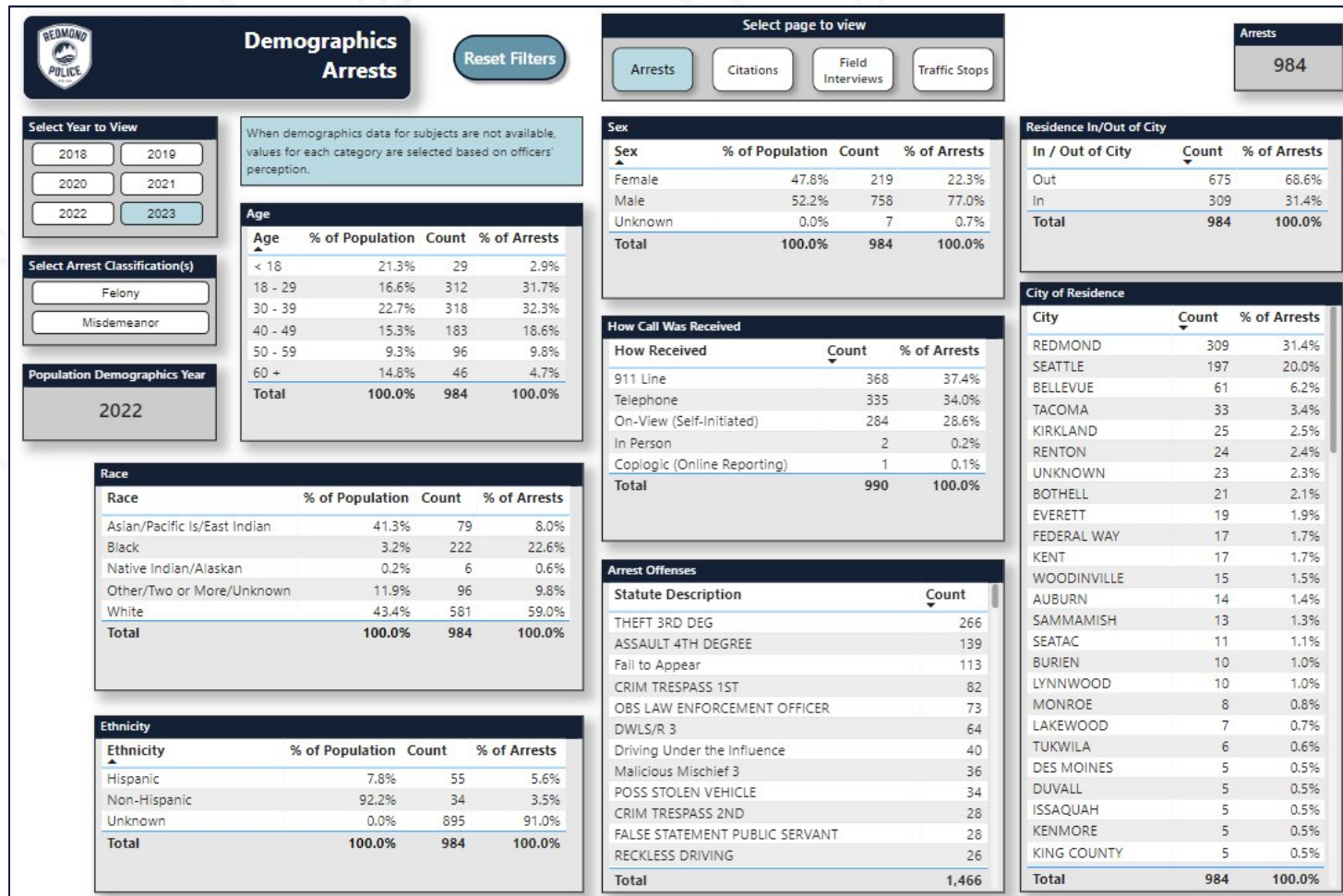
Three-Year Overview (January – September)

October 2023

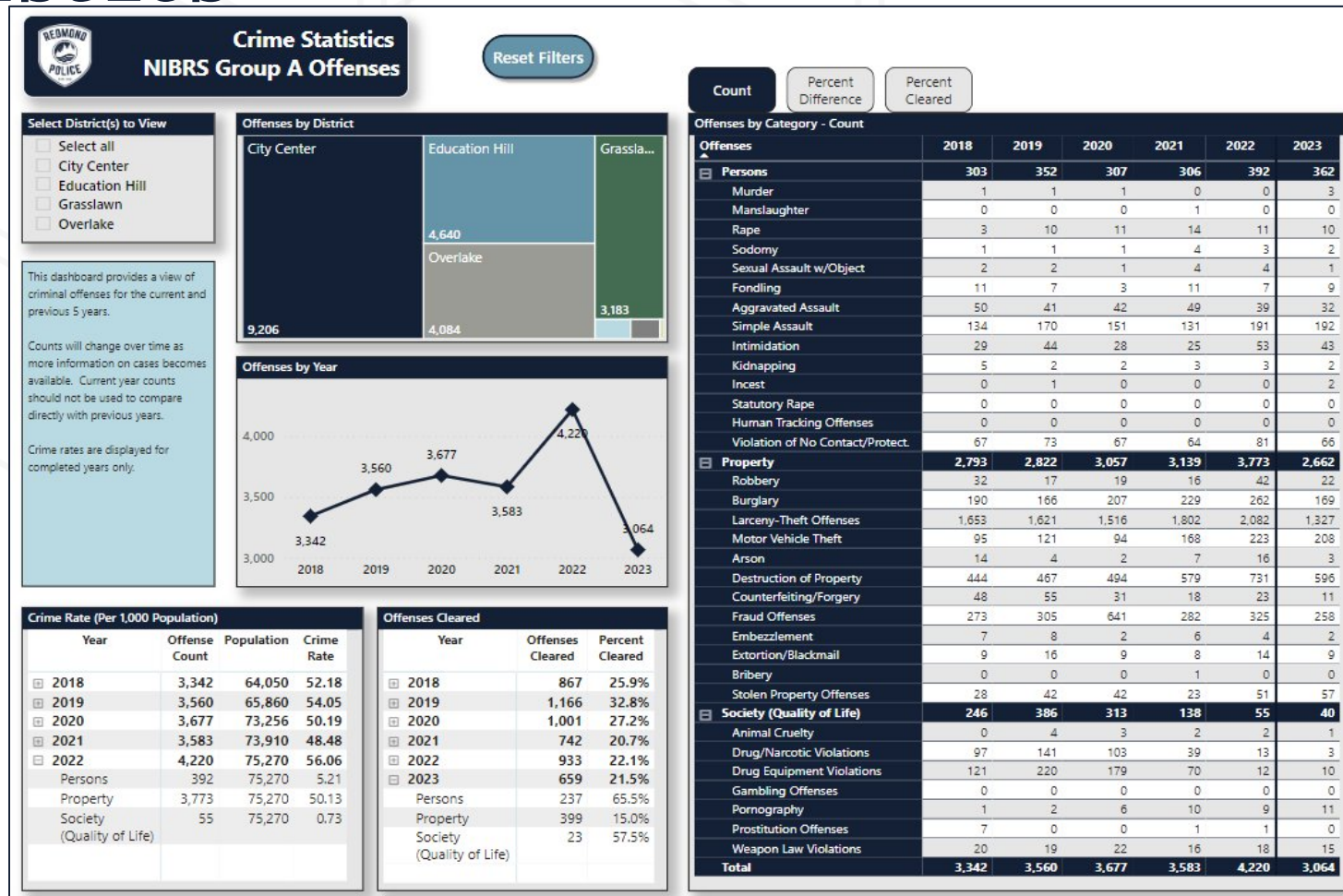
Police Chief Darrell Lowe



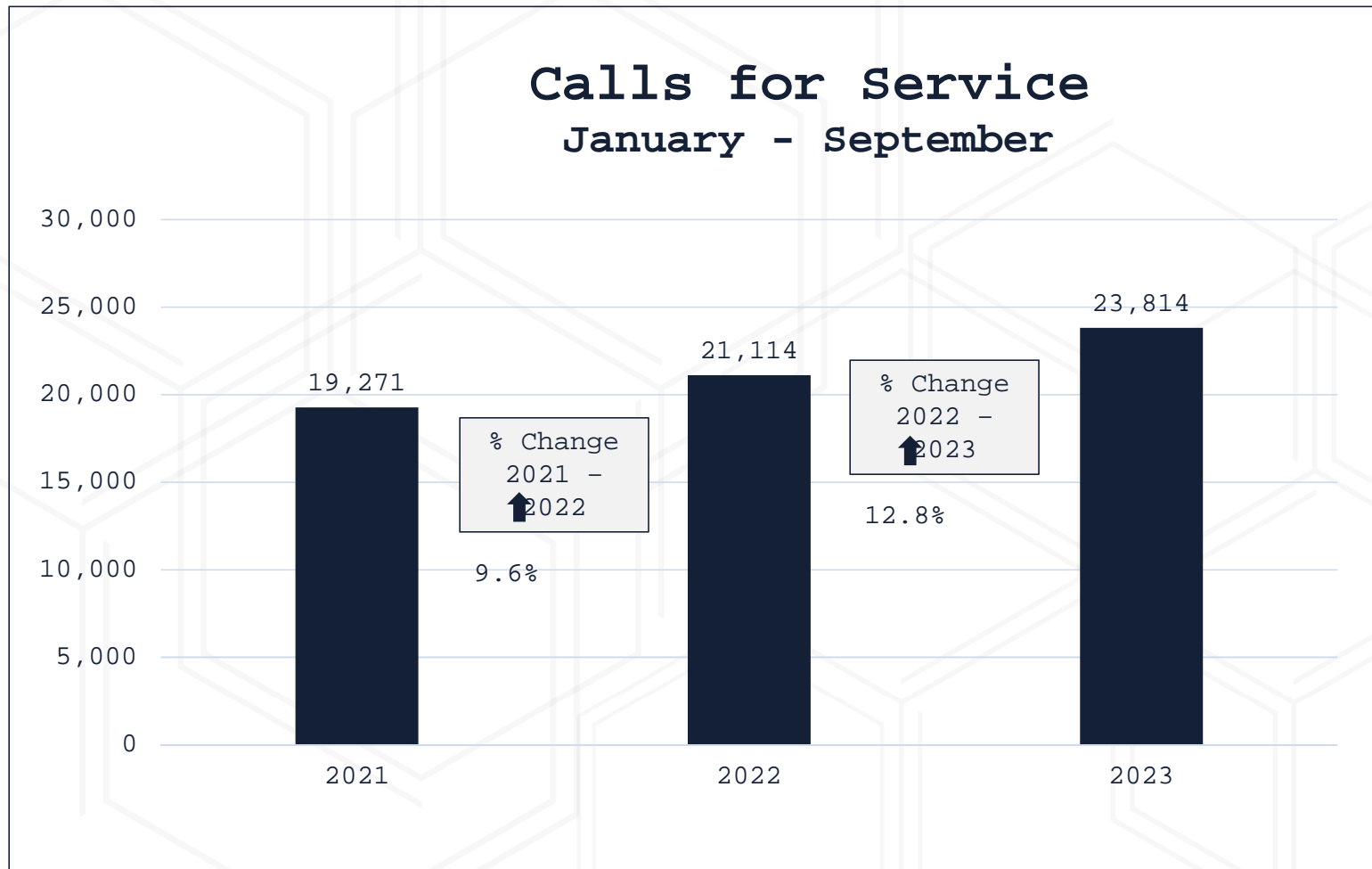
Public Police Dashboards - Demographics



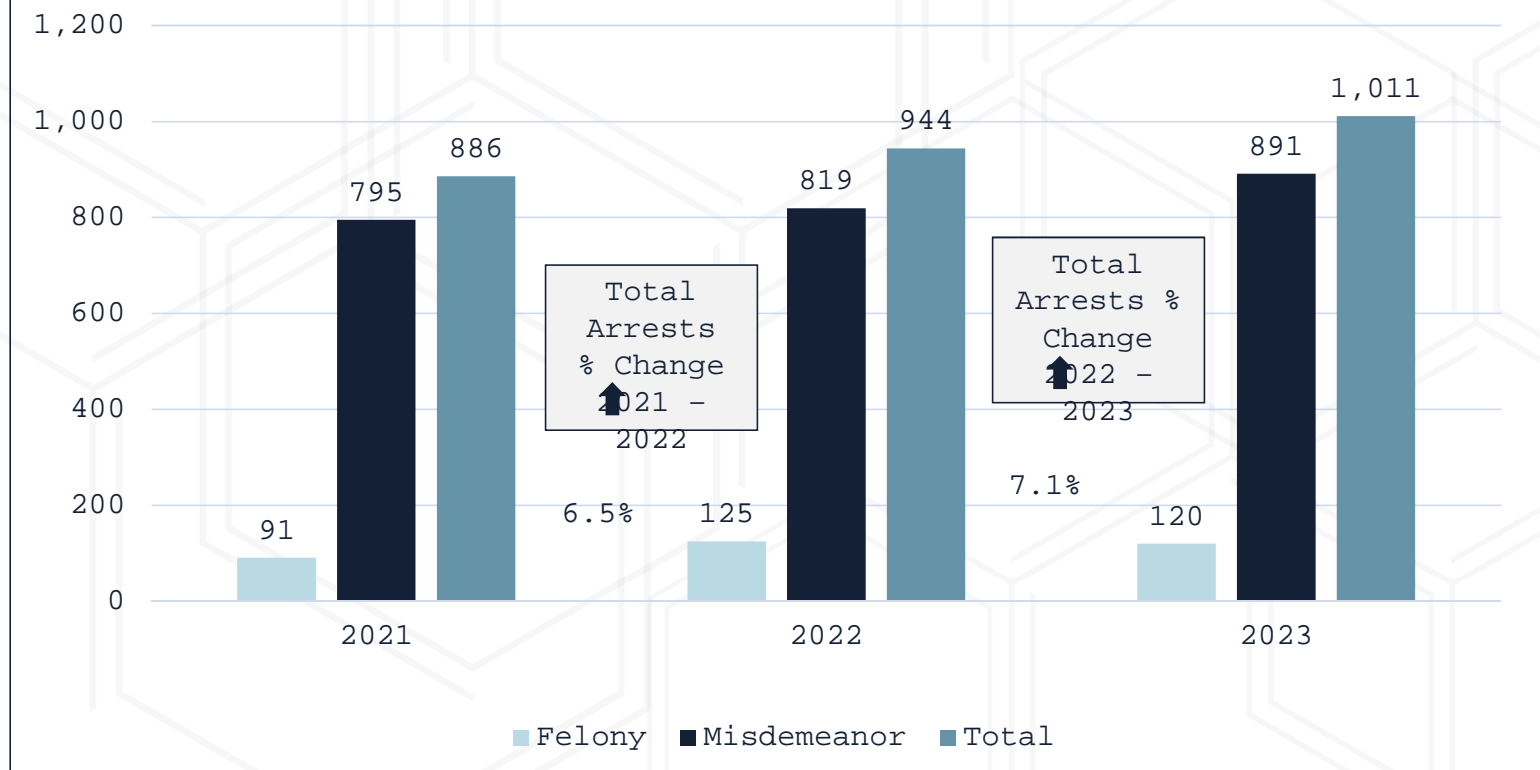
Public Police Dashboards – Crime Statistics



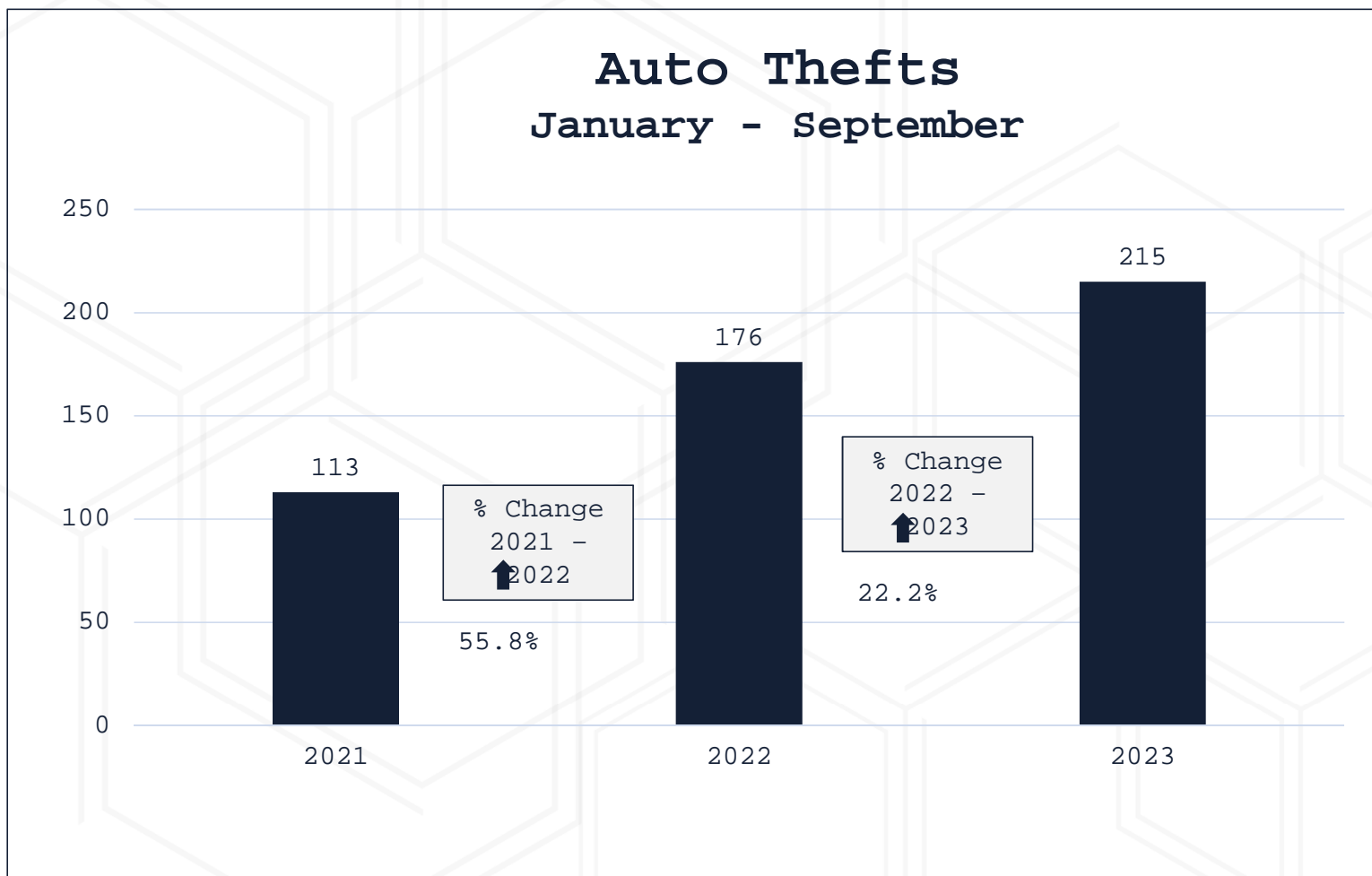
Calls for Service January - September



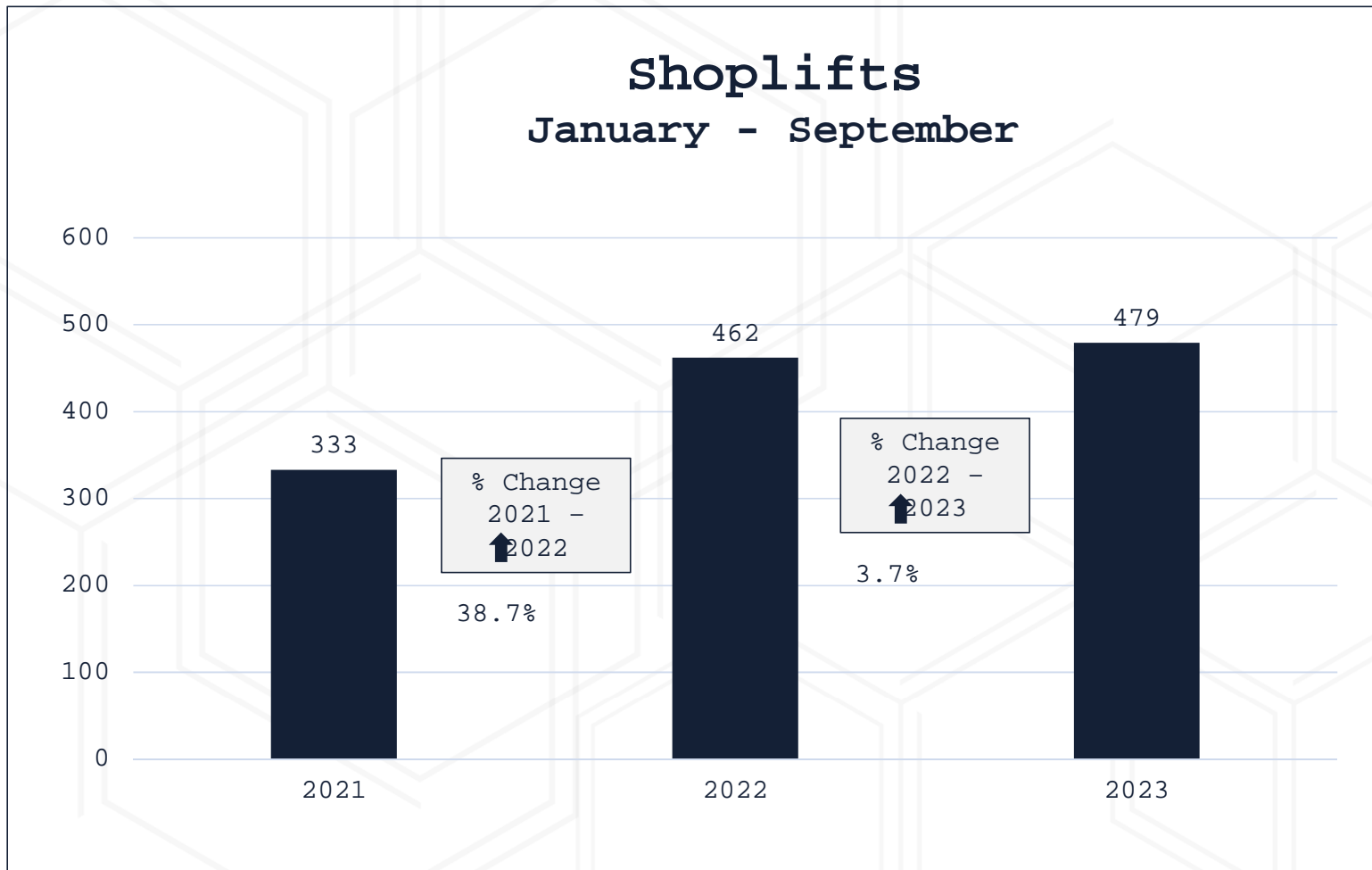
Arrests January - September



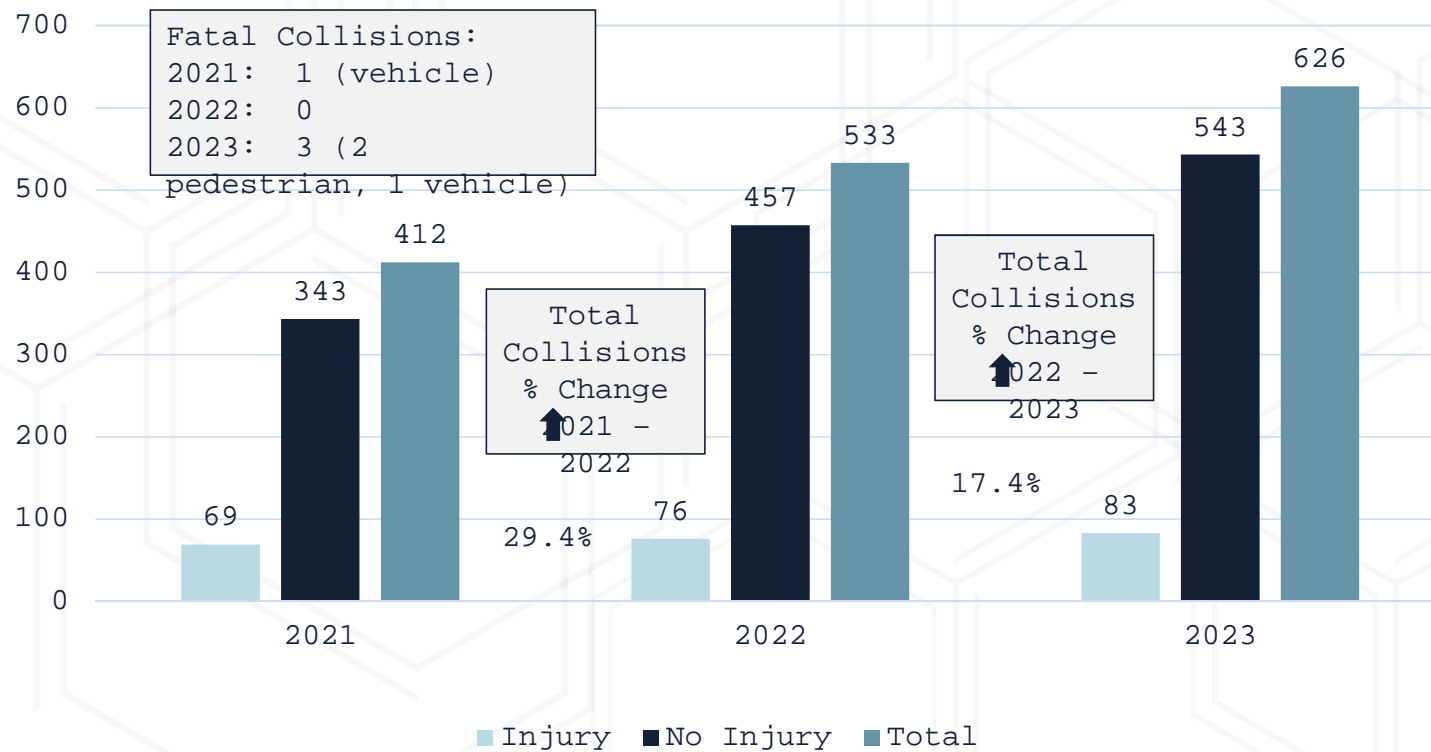
Auto Thefts January - September



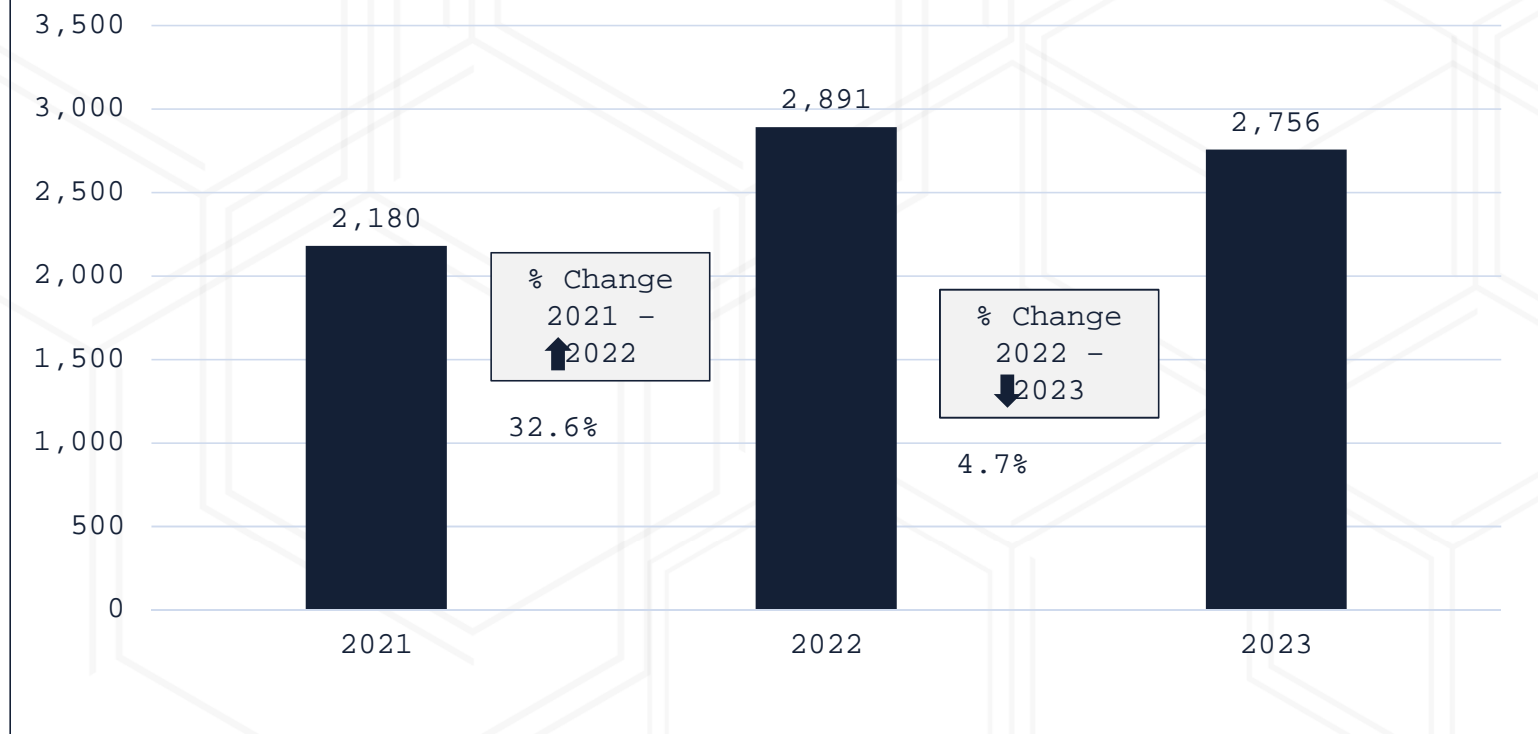
Shoplifts January - September



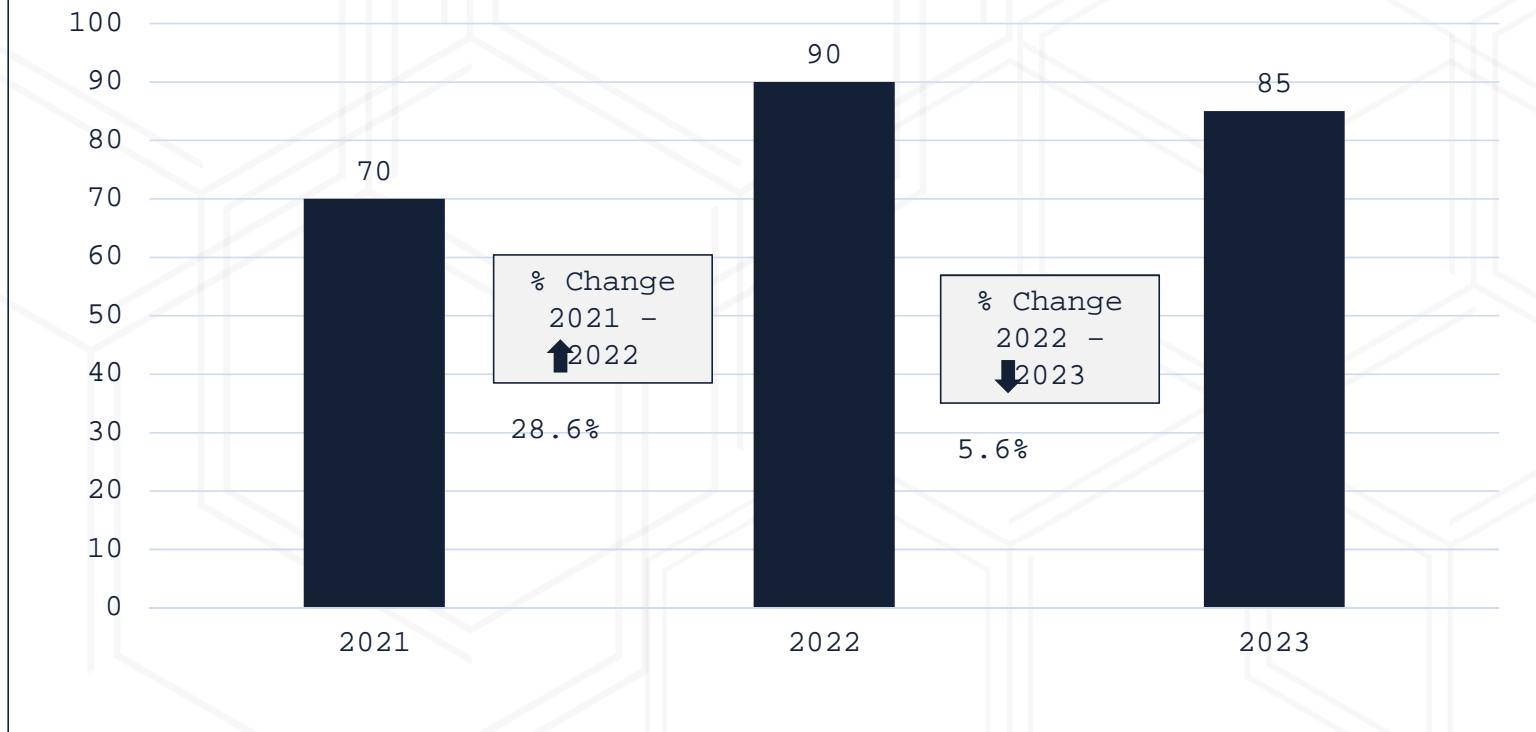
Traffic Collisions January - September



Property Crimes January - September



Violent Crimes January - September



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



THANK YOU

Any Questions?

