

City of Redmond



Agenda

Business Meeting

Tuesday, December 3, 2024

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Vanessa Kritzer, President

Jessica Forsythe, Vice President

Jeralee Anderson

Steve Fields

Angie Nuevacamina

Osman Salahuddin

Melissa Stuart

REDMOND CITY COUNCIL AGENDA SECTION TITLE REFERENCE GUIDE

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

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

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

Staff Reports are presented to the Council by city staff on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting community members in resolving issues with city services. The current ombudsperson is listed on the City Council webpage at www.redmond.gov/189/city-council.

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

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

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

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

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

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

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

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

<https://redmond.legistar.com/>

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

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

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

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

II. ITEMS FROM THE AUDIENCE

Members of the public may address the City Council for a maximum of three minutes per person. Please use the speaker sign-up sheet located at the entry of the City Hall Council Chambers available from 6:30 - 7 p.m. on the day of the meeting.

In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting to provide written public comment (400-word limit - please label your comment as "Items from the Audience") or for the remote comment registration form.

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: November 19, 2024, Regular Meeting (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for November 19, 2024](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, November 25, 2024](#)

[Check Approval Register, December 3, 2024](#)

3. [AM No. 24-178](#) Approval of the 2025-26 Human Services Funding Recommendations

Department: Planning and Community Development

[Attachment A: Presentation](#)

[Attachment B: 2025-2026 Funding Recommendations](#)

[Attachment C: Opiate-Funded Program Recommendations](#)

[Attachment D: Opiate Abatement Strategies](#)

Legislative History

10/15/24 Committee of the Whole - referred to the City Council Study
Public Safety and Human Session
Services

10/22/24 City Council referred to the City Council

4. [AM No. 24-179](#) Acceptance of a Grant, in the Amount of \$1,000,000, from the U.S. Department of Housing and Urban Development - Community Project Funding Grant

Department: Police

[Attachment A: Award Letter](#)

[Attachment B: Grant Agreement](#)

Legislative History

10/15/24 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

5. [AM No. 24-180](#) Redmond Police Department Data Governance Policy

Department: Police

[Attachment A: Redmond Police Department Data Governance Policy](#)

6. [AM No. 24-181](#) Authorize the City to Enter into an Interlocal Agreement for Pooled Human Services Contracts

Department: Planning and Community Development

[Attachment A: Interlocal Agreement](#)

Legislative History

11/4/24 Committee of the Whole - referred to the City Council
Planning and Public Works

7. [AM No. 24-182](#) Approve Public Defense Indigency Screening Agreement

Department: Planning and Community Development

[Attachment A: MOA Indigency Screening](#)

Legislative History

11/19/24 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

8. [AM No. 24-183](#) Acceptance of the Department of Commerce Energy Audit Grant to Inform Energy Upgrades at the Public

Safety Building, in the Amount of \$26,500

Department: Executive

[Attachment A: Grant Agreement](#)

Legislative History

11/19/24 Committee of the Whole - referred to the City Council
 Public Safety and Human
 Services

- 9. [AM No. 24-184](#) Approval of the Master Service and Purchasing Agreement Between the City of Redmond and Axon Enterprise, Inc.

Department: Police

[Attachment A: Axon Non-Binding Budgetary Estimate](#)

Legislative History

11/19/24 Committee of the Whole - referred to the City Council
 Public Safety and Human
 Services

- 10. [AM No. 24-185](#) Approval of the Master Service and Purchasing Agreement between the City of Redmond and BRINC Drones

Department: Police

[Attachment A: BRINC Master Services and Purchasing Agreement](#)

[Attachment B: BRINC Quote for Redmond Police Drone Program](#)

[Attachment C: BRINC Security FAQ](#)

[Attachment D: Sole Source Letter for BRINC's Drone Program](#)

Legislative History

11/19/24 Committee of the Whole - referred to the City Council
 Public Safety and Human
 Services

- 11. [AM No. 24-186](#) Approval of the 2025 Rate Amendment to the Interlocal Agreement between the City of Redmond and the South Correctional Entity (SCORE)

Department: Police

[Attachment A: 2025 SCORE Rate Amendment](#)
[Attachment B: Original Interlocal Agreement for Inmate Housing - 2019](#)

Legislative History

11/19/24 Committee of the Whole - referred to the City Council
 Public Safety and Human
 Services

12. [AM No. 24-187](#) Approval of an Interlocal Agreement Between King County and the City of Redmond and 2025 Detention Rates for Inmate Housing at King County Jail Facilities

Department: Police

[Attachment A: Proposed 2025 King County Jail Rates](#)
[Attachment B: 2025-2029 King County Interlocal Housing Agreement](#)

Legislative History

11/19/24 Committee of the Whole - referred to the City Council
 Public Safety and Human
 Services

13. [AM No. 24-188](#) Approval of the Lake Washington School District 2024-2025 School Community Resource Officer Contract Agreement

Department: Police

[Attachment A: LWSD and City of Redmond MOU](#)
[Attachment B: LWSD CRO Standard Operating Procedures 2024-2025](#)

Legislative History

11/19/24 Committee of the Whole - referred to the City Council
 Public Safety and Human
 Services

14. [AM No. 24-189](#) Approval of Consultant Services Agreement with Olympia Community Solar in the Amount of \$87,500, for an Eastside Climate Partnership Solarize Campaign

Department: Executive

[Attachment A: Agreement](#)
[Attachment B: Non Competitive Procurement Justification](#)

Legislative History

11/19/24 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

15. [AM No. 24-190](#) Approval of an Interlocal Agreement (ILA) between the City of Redmond and the City of Duvall for Dispatch Services

Department: Police

[Attachment A: Interlocal Agreement](#)

Legislative History

11/19/24 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

16. [AM No. 24-191](#) Approval of an Ordinance Authorizing the City’s Acquisition of Temporary and Permanent Interests in Real Property by Negotiation and Possible Use of Eminent Domain (Condemnation) for the Evans Creek Relocation Project No. 0995

a. Ordinance No. 3197: An Ordinance of the City of Redmond, Washington, Providing for the Acquisition, Condemnation, Appropriation, and Taking of Temporary and Permanent Real Property Rights in Order to Construct a Relocation of Evans Creek, as Part of CIP Project No. 0995; Providing that the Entire Cost Hereof Shall be Paid from Available Funds; and Directing the City Attorney to Prosecute the Appropriate Action and Proceedings in the Manner Provided by Law for Said Condemnation

Department: Public Works/Finance

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

[Attachment C: Condemnation Ordinance](#)

17. [AM No. 24-192](#) Approval of the 2025-2027 Collective Bargaining Agreement between City of Redmond and The Washington State Council of County and City Employees, Local 21-RD (AFSCME)

a. Ordinance No. 3198: An Ordinance of the City of Redmond, Washington, Establishing the 2025 Pay Plan for Employees Covered by the Washington State Council

of County and City Employees, Local 21-RD (AFSCME) and Establishing the 2025 Pay Plan for Supplemental Employees Working in Positions Covered by the AFSCME Bargaining Unit

Department: Human Resources

[Attachment A: Redline of 2025-2027 AFSCME Collective Bargaining Agreement](#)

[Attachment B: Summary of Changes to 2025-2027 AFSCME CBA](#)

[Attachment C: Ordinance Setting the 2025 Pay and Pay Plan for AFSCME Employees](#)

[Attachment C, Exhibit 1: 2025 AFSCME Pay Plan "A"](#)

[Attachment C, Exhibit 2: 2025 AFSCME Supplemental Pay Plan "AF-S"](#)

18. [AM No. 24-193](#)

Approval of the 2025 Pay Plan Updates

a. Ordinance No. 3199: An Ordinance of the City of Redmond, Washington Amending Pay Plans "R" and "RS", in Order to Set Salaries for Employees Covered by the RCHEA Bargaining Unit for the Year 2025; Providing for Severability and Establishing an Effective Date

b. Ordinance No. 3200: An Ordinance of the City of Redmond, Washington, Amending Pay Plan "E" in Order to Set Salaries for the Executive Employees for the Year 2025; Providing for Severability and Establishing an Effective Date

c. Ordinance No. 3201: An Ordinance of the City of Redmond, Washington, Amending Pay Plans "N" and "N-S," in Order to Set Salaries for the Non-Represented Employees For The Year 2025; Providing For Severability And Establishing An Effective Date

d. Ordinance No. 3202: An Ordinance of the City of Redmond, Washington, Amending Pay Plan "G-S" in Order to Set Salaries for the General Supplemental Employees for the Year 2025; Providing for Severability and Establishing an Effective Date

e. Ordinance No. 3203: An Ordinance of the City of Redmond, Washington, Amending Pay Plan “EO” in Order to Set Salaries for the Mayor for the Year 2025; Providing for Severability and Establishing an Effective Date

f. Ordinance No. 3204: An Ordinance of the City of Redmond, Washington Amending the 2025 “T” Pay Plan for Employees Represented by the Teamsters Local No. 117 Representing Police Lieutenants and Amending Title to “LT”

g. Ordinance No. 3205: An Ordinance of the City of Redmond, Washington, Amending Pay Plans “PS” and “S-PS,” in Order to Set Salaries for Police Support Employees Covered by the Teamsters Local Union No. 117 Bargaining Unit for the Year 2025; Providing for Severability and Establishing an Effective Date

h. Ordinance No. 3206: An Ordinance of the City of Redmond, Washington, Amending Pay Plan “FS” in Order to Set Salaries for Employees Covered by the Fire Support Bargaining Unit for the Year 2025; Providing for Severability and Establishing an Effective Date

Department: Human Resources

- [Attachment A: Ordinance for 2025 RCHEA](#)
- [Attachment A, Exhibit 1: R Pay Plan Redline](#)
- [Attachment A, Exhibit 2: R-S Pay Plan Redline](#)
- [Attachment B: Ordinance for 2025 Executive](#)
- [Attachment B, Exhibit 1: E Pay Plan Redline](#)
- [Attachment C: Ordinance for 2025 Non-Represented Pay Plans](#)
- [Attachment C, Exhibit 1: Non-Represented Pay Plan \(N\)](#)
- [Attachment C, Exhibit 2: Non-Represented Supp \(N-S\)](#)
- [Attachment D: Ordinance for 2025 General Supplemental Pay Plan](#)
- [Attachment D, Exhibit 1: 2025 - General Supp \(G-S\)](#)
- [Attachment E: Ordinance for 2025 Elected Official Pay Plan](#)
- [Attachment E, Exhibit 1: EO Pay Plan Redline](#)
- [Attachment F: Ordinance for 2025 Teamsters Lieutenants Pay Plan](#)
- [Attachment F, Exhibit 1: 2025 - Lieutenants \(LT\)](#)
- [Attachment G: Ordinance for 2025 Police Support Pay Plans](#)
- [Attachment G, Exhibit 1: PS Pay Plan Redline](#)
- [Attachment G, Exhibit 2: S-PS Pay Plan Redline](#)
- [Attachment H: Ordinance for 2024 Fire Support Pay Plan](#)
- [Attachment H Exhibit 1 2025 - Fire Support \(FS\)](#)

Legislative History

10/28/24	Internal Committee - Internal Services/Public Safety	Approved for Committee of the Whole
11/12/24	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

B. Reports

1. Staff Reports

- a. [AM No. 24-194](#) Overview of Environmental Substantiality Action Plan 2025 Update

Department: Executive

[Attachment A: Draft Scope of Work](#)

[Attachment B: Presentation](#)

2. Ombudsperson Report

November: Councilmember Fields

December: Councilmember Stuart

3. Committee Reports

V. UNFINISHED BUSINESS

- A. [AM No. 24-195](#) Adoption of an Ordinance for PSE Power and Gas Franchise Agreement

1. Ordinance No. 3207: An Ordinance Granting Puget Sound Energy, Inc., a Washington Corporation, its Successors and Assigns, the Right, Privilege, Authority and Franchise to Set, Erect, Lay, Construct, Extend, Support, Attach, Connect, Maintain, Repair, Replace, Enlarge, Operate and Use Facilities In, Upon, Over, Under, Along, Across and Through the Franchise Area to Provide for the Transmission, Distribution, and Sale of Gas and Energy for Power, Heat, Light, and Such Other Purposes for Which Gas and Energy May be Used

Department: Public Works

[Attachment A: Ordinance Redline](#)

[Attachment B: Proposed Ordinance](#)

Legislative History

11/4/24	City Council	referred to the City Council
11/19/24	City Council	referred to the City Council

VI. NEW BUSINESS

- A. [AM No. 24-196](#) Council Policy Proposal and Resolution

1. Resolution No. 1599: A Resolution of the City Council of the City of Redmond, Washington, Clarifying Council Intent Regarding the Transportation Facilities Plan, Street Use, and Right of Way Design; and Requesting Public Works to Plan for and Implement this Intent

[Attachment A: Resolution Redline Version](#)

[Attachment B: Proposed Final Resolution](#)

[Attachment C: Council Policy Proposal](#)

Legislative History

11/19/24	Committee of the Whole - Public Safety and Human Services	referred to the City Council
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VII. EXECUTIVE SESSION

VIII. ADJOURNMENT

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



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. SPC 24-091
Type: Minutes

Approval of the Minutes: November 19, 2024, Regular Meeting (recordings are available at Redmond.gov/rctv)

CALL TO ORDER

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7 p.m. The meeting was held in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Anderson, Forsythe, Kritzer, Nuevacamina, Salahuddin and Stuart

Absent: Councilmember Fields

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

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

SPECIAL ORDERS OF THE DAY:

A. PRESENTATION: Association of Washington Cities Advanced Certificate of Municipal Leadership

Deanna Dawson, CEO of the Association of Washington Cities (AWC), spoke regarding the functions of AWC and provided the Advanced Certificate of Municipal Leadership to Mayor Birney.

B. PRESENTATION: Cascadia College

Dr. Eric Murray, President of Cascadia College, provided a presentation.

ITEMS FROM THE AUDIENCE

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

- David Morton - in support of the adoption of the Redmond 2050 plan and encouraged vigilance;
- Logan Bowers - in support of the Council Policy Proposal and resolution regarding public safety, mitigating risks need and requested changes;
- Devon Kellogg - in support of the adoption of the Redmond 2050 plan and environmental sustainability goals;

- Rachel Mazer - code update will remove residential uses, and is requesting multifamily use in BP zones; and
- Witten comment: budget and Redmond 2050.

CONSENT AGENDA

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

VOTE: The motion to approve the Consent Agenda passed with Councilmembers Forsythe, Kritzer, Nuevacamina, Salahuddin and Stuart in support and with Councilmember Anderson in objection. (5 - 1)

1. Approval of the Minutes: November 4 and 12, 2024, Special Meetings

2. Approval of Payroll/Direct Deposit and Claims Checks¹

#172908 through #172915

#1760 through #1760

\$14,185.24

#188467 through #188482

#173916 through #174697

#1761 through #1765

\$4,358,204.60

#7605 through #7863

\$3,213,595.91

3. AM No. 24-170: Adoption of the City of Redmond 2025 State Legislative Agenda

4. AM No. 24-171: Approval of a Resolution Updating the Bike and Scooter Share Permit Fees

a. Resolution No. 1596: A Resolution of the City Council of the City of Redmond, Washington, Adding New User Fees and Costs to the City Public Works Department

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

Schedule of Fees Charges and Penalties Associated with Planning Department Bicycle and Scooter Sharing Authorized Under Chapter 12.08 of the Redmond Municipal Code Amending the User Fees Schedule for Public Works, Effective January 1, 2025

5. AM No. 24-172: Approval of the EMS Transport Fee Program
 - a. Ordinance No. 3179: An Ordinance of the City of Redmond Adopting a New Chapter 3.88 of the Redmond Municipal Code to Recover Certain Costs of Providing Basic Life Support Emergency Medical Services Transport, Providing for Severability, and Establishing an Effective Date

6. AM No. 24-173: Adoption of an Ordinance for the 2023-2024 Budget Adjustment #5
 - a. Ordinance No. 3180: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3110, 3129, 3130, 3135, and 3164 by Making Adjustments to the City's 2023-2024 Biennial Budget, in Exhibit 1

7. AM No. 24-174: Redmond 2050 Adoption²
 - a. Ordinance No. 3181: An Ordinance of the City of Redmond, Washington, Repealing the Redmond Comprehensive Plan and Replacing it with an Updated Plan as Part of a Periodic Update, Providing for Severability, and Establishing an Effective Date
 - b. Ordinance No. 3182: An Ordinance of the City of Redmond, Washington, Adopting the 2024 Overlake Neighborhood Plan Addendum, Providing for Severability, and Establishing an Effective Date
 - c. Ordinance No. 3183: An Ordinance of the City of Redmond, Washington, Repealing the Redmond Water System Plan and Replacing it with an Updated Plan as Part of a Comprehensive Plan Periodic Update, Providing for Severability, and Establishing an Effective Date

² This item was removed from the Consent Agenda and addressed separately.

- d. Ordinance No. 3184: An Ordinance of the City of Redmond, Washington, Repealing the Redmond General Wastewater Plan and Replacing it with an Updated Plan as Part of a Comprehensive Plan Periodic Update, Providing for Severability, and Establishing an Effective Date
- e. Ordinance No. 3185: An Ordinance of the City of Redmond, Washington, Amending the 2013 Transportation Master Plan as Part of a Comprehensive Plan Periodic Update, Providing for Severability, and Establishing an Effective Date
- f. Ordinance No. 3186: An Ordinance of the City of Redmond, Washington, Amending Title 21 of the Redmond Municipal Code, Known as the Redmond Zoning Code, to Implement Redmond 2050, the Periodic Update of the Redmond Comprehensive Plan, Providing for Severability, and Establishing an Effective Date
- g. Ordinance No. 3187: An Ordinance of the City of Redmond, Washington, Amending Title 3 of the Redmond Municipal Code to Implement Redmond 2050, the Periodic Update of the Redmond Comprehensive Plan, Providing for Severability, and Establishing an Effective Date
- h. Ordinance No. 3188: An Ordinance of the City of Redmond, Washington, Amending Title 10 of the Redmond Municipal Code to Implement Redmond 2050, the Periodic Update of the Redmond Comprehensive Plan, Providing for Severability, and Establishing an Effective Date
- i. Ordinance No. 3189: An Ordinance of the City of Redmond, Washington, Amending Title 13 of the Redmond Municipal Code to Implement Redmond 2050, the Periodic Update of the Redmond Comprehensive Plan, Providing for Severability, and Establishing an Effective Date
- j. Resolution No. 1597: A Resolution of the City of Redmond, Washington, Establishing an Affordable Housing Payment-In-Lieu Schedule for the Neighborhood Residential Zone Pursuant to Chapter 21.20 of the Redmond Zoning Code, and Establishing an Effective Date

- k. Ordinance No. 3190: An Ordinance of the City of Redmond, Washington, Adopting the Redmond Capital Facilities Plan 2025-2030 as Part of a Comprehensive Plan Periodic Update, Providing for Severability, and Establishing an Effective Date

- 8. AM No. 24-175: Adoption of 2025-2025 Final Budget Components³
 - a. Ordinance No. 3191: An Ordinance of the City of Redmond, Washington, Levying Property Taxes for the City of Redmond for the Fiscal Year Commencing January 1, 2025, on all Property, Both Real and Personal, in Said City Which is Subject to Taxation for the Purpose of Paying Sufficient Revenue to Carry on General Operations, Recognize Voter Approved Levy Lid Lifts for Public Safety and Parks for the Ensuing Year as Required by Law

 - b. Ordinance No. 3192: An Ordinance of the City of Redmond, Washington, Amending Sections 5.04.070 and 5.04.080 of the Redmond Municipal Code, Increasing the Business License Fee as Required by RCW 35.90, Municipal Business Licensing, Effective Date

 - c. Ordinance No. 3193: An Ordinance of the City of Redmond, Washington, Amending RMC 13.08.030, 13.16.020, 13.16.030, 13.16.040, Increasing Water Meter Installation, Water, Hydrant, and Sewer Rates and Charges; and Providing for Severability, and Establishing Effective Dates

 - d. Ordinance No. 3194: An Ordinance of the City of Redmond, Washington, Amending Subsection 13.18.050(B) of the Redmond Municipal Code in Order to Increase the Base Rate Amount for Monthly Stormwater Utility Service from \$16.89 Per Impervious Unit to \$16.97 Per Impervious Unit in 2025 and \$17.06 Per Impervious Unit in 2026

 - e. Ordinance No. 3195: An Ordinance of the City of Redmond, Washington Amending Redmond Municipal Code Chapter 5.44 in Order to Add Provisions Regarding Taxation of Water, Sewer, and Stormwater Utility

³ This item was removed from the Consent Agenda and addressed separately.

Service; Providing for Severability; and Establishing an Effective Date

f. Resolution No. 1598: A Resolution of the City Council of the City of Redmond, Washington, to Adopt the Implementation of Project Review Provisions to Provide Prompt, Coordinated Review and Ensure Accountability to Applicants and the Public, in Conformance with State Legislative Updates Regarding Permit Process Streamlining

g. Ordinance No. 3196: An Ordinance of the City of Redmond, Washington, Adopting the Final 2025-2026 Biennial Budget of the City Commencing January 1, 2025

ITEMS REMOVED FROM THE CONSENT AGENDA:

2. Approval of Payroll/Direct Deposit and Claims Checks

#172908 through #172915
#1760 through #1760

\$14,185.24

#188467 through #188482
#173916 through #174697
#1761 through #1765

\$4,358,204.60

#7605 through #7863

\$3,213,595.91

MOTION: Councilmember Anderson moved to approve the Payroll/Direct Deposit and Claims Checks. The motion was seconded by Councilmember Nuevacamina.

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

7. AM No. 24-174: Redmond 2050 Adoption

a. Ordinance No. 3181: An Ordinance of the City of Redmond, Washington, Repealing the Redmond

Comprehensive Plan and Replacing it with an Updated Plan as Part of a Periodic Update, Providing for Severability, and Establishing an Effective Date

- b. Ordinance No. 3182: An Ordinance of the City of Redmond, Washington, Adopting the 2024 Overlake Neighborhood Plan Addendum, Providing for Severability, and Establishing an Effective Date
- c. Ordinance No. 3183: An Ordinance of the City of Redmond, Washington, Repealing the Redmond Water System Plan and Replacing it with an Updated Plan as Part of a Comprehensive Plan Periodic Update, Providing for Severability, and Establishing an Effective Date
- d. Ordinance No. 3184: An Ordinance of the City of Redmond, Washington, Repealing the Redmond General Wastewater Plan and Replacing it with an Updated Plan as Part of a Comprehensive Plan Periodic Update, Providing for Severability, and Establishing an Effective Date
- e. Ordinance No. 3185: An Ordinance of the City of Redmond, Washington, Amending the 2013 Transportation Master Plan as Part of a Comprehensive Plan Periodic Update, Providing for Severability, and Establishing an Effective Date
- f. Ordinance No. 3186: An Ordinance of the City of Redmond, Washington, Amending Title 21 of the Redmond Municipal Code, Known as the Redmond Zoning Code, to Implement Redmond 2050, the Periodic Update of the Redmond Comprehensive Plan, Providing for Severability, and Establishing an Effective Date
- g. Ordinance No. 3187: An Ordinance of the City of Redmond, Washington, Amending Title 3 of the Redmond Municipal Code to Implement Redmond 2050, the Periodic Update of the Redmond Comprehensive Plan, Providing for Severability, and Establishing an Effective Date
- h. Ordinance No. 3188: An Ordinance of the City of Redmond, Washington, Amending Title 10 of the Redmond Municipal Code to Implement Redmond 2050, the Periodic Update of the Redmond Comprehensive Plan, Providing for Severability, and Establishing an Effective Date

- i. Ordinance No. 3189: An Ordinance of the City of Redmond, Washington, Amending Title 13 of the Redmond Municipal Code to Implement Redmond 2050, the Periodic Update of the Redmond Comprehensive Plan, Providing for Severability, and Establishing an Effective Date
- j. Resolution No. 1597: A Resolution of the City of Redmond, Washington, Establishing an Affordable Housing Payment-In-Lieu Schedule for the Neighborhood Residential Zone Pursuant to Chapter 21.20 of the Redmond Zoning Code, and Establishing an Effective Date
- k. Ordinance No. 3190: An Ordinance of the City of Redmond, Washington, Adopting the Redmond Capital Facilities Plan 2025-2030 as Part of a Comprehensive Plan Periodic Update, Providing for Severability, and Establishing an Effective Date

MOTION: Councilmember Kritzer moved to approve AM No. 24-174. The motion was seconded by Councilmember Stuart.

Following Councilmember discussion,

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

8. AM No. 24-175: Adoption of 2025-2025 Final Budget Components:

- a. Ordinance No. 3191: An Ordinance of the City of Redmond, Washington, Levying Property Taxes for the City of Redmond for the Fiscal Year Commencing January 1, 2025, on all Property, Both Real and Personal, in Said City Which is Subject to Taxation for the Purpose of Paying Sufficient Revenue to Carry on General Operations, Recognize Voter Approved Levy Lid Lifts for Public Safety and Parks for the Ensuing Year as Required by Law
- b. Ordinance No. 3192: An Ordinance of the City of Redmond, Washington, Amending Sections 5.04.070 and 5.04.080 of the Redmond Municipal Code, Increasing the Business License Fee as Required by RCW 35.90, Municipal Business Licensing, Effective Date

- c. Ordinance No. 3193: An Ordinance of the City of Redmond, Washington, Amending RMC 13.08.030, 13.16.020, 13.16.030, 13.16.040, Increasing Water Meter Installation, Water, Hydrant, and Sewer Rates and Charges; and Providing for Severability, and Establishing Effective Dates
- d. Ordinance No. 3194: An Ordinance of the City of Redmond, Washington, Amending Subsection 13.18.050(B) of the Redmond Municipal Code in Order to Increase the Base Rate Amount for Monthly Stormwater Utility Service from \$16.89 Per Impervious Unit to \$16.97 Per Impervious Unit in 2025 and \$17.06 Per Impervious Unit in 2026
- e. Ordinance No. 3195: An Ordinance of the City of Redmond, Washington Amending Redmond Municipal Code Chapter 5.44 in Order to Add Provisions Regarding Taxation of Water, Sewer, and Stormwater Utility Service; Providing for Severability; and Establishing an Effective Date
- f. Resolution No. 1598: A Resolution of the City Council of the City of Redmond, Washington, to Adopt the Implementation of Project Review Provisions to Provide Prompt, Coordinated Review and Ensure Accountability to Applicants and the Public, in Conformance with State Legislative Updates Regarding Permit Process Streamlining
- g. Ordinance No. 3196: An Ordinance of the City of Redmond, Washington, Adopting the Final 2025-2026 Biennial Budget of the City Commencing January 1, 2025

MOTION: Councilmember Forsythe moved to approve AM No. 24-175. The motion was seconded by Councilmember Salahuddin.

Following Councilmember discussion,

VOTE: The motion to approve passed with Councilmembers Forsythe, Kritzer, Nuevacamina, Salahuddin and Stuart in support and with Councilmember Anderson in objection. (5 - 1)

Recess: 8:17 p.m., reconvene 8:45 p.m.

HEARINGS AND REPORTS

Staff Reports⁴:

- a. AM No. 24-176: Transportation Master Plan Status Update

Carol Helland, Director of Planning and Community Development, introduced this item and staff provided a report to the Council.

AM No. 24-177: Ordinance for PSE Power and Gas Franchise Agreement

Aaron Bert, Public Works Director, introduced this item and reported to the Council.

Ombudsperson Reports:

Councilmember Nuevacamina reported receiving resident contacts regarding: Council bios; Diwali; Global Women's festival; funding; AEDs in parks; mistreatment; Lake Washington School District report; Bend, Oregon aesthetics; ethics; hip hop climate change conference; and Party with a Purpose.

Councilmember Stuart reported receiving resident contacts regarding: franchise agreement; change in office hours; road improvements; and ribbon cutting.

Councilmember Forsythe reported receiving resident contacts regarding: tenant protections; and construction noise due to developments.

Councilmember Kritzer reported receiving resident contacts regarding: environmental sustainability; biking housing; budget input; and change in office hours.

Committee Reports:

Councilmember Salahuddin provided a committee report:

- Committee of the Whole - Public Safety and Human Services; and

⁴ Councilmember Anderson left the meeting at this time.

- Eastside Transportation Partnership

Councilmember Kritzer provided committee reports:

- Sammamish Kokanee ILA Management Committee;
- SCA Deputy Members and Council Presidents; and
- Running for the North caucus seat.

Councilmember Stuart provided committee reports:

- Sound Cities Association Public Issues Committee;

UNFINISHED BUSINESS: NONE

NEW BUSINESS: NONE

EXECUTIVE SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 9:36 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: December 3, 2024



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. SPC 24-092
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 11/1 - 11/15/2024
Check Date: 11/25/2024

Check Total:	\$	24,481.19
Direct Deposit Total:	\$	2,642,262.88
Wires & Electronic Funds Transfers:	\$	1,537,558.41
Grand Total:	\$	<u>4,204,302.48</u>

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

All Checks numbered **188522** through **188536** ,
Direct deposits numbered **176236** through **176997** , and
Electronic Fund transfers **1777** through **1780**
are approved for payment in the amount of **\$4,204,302.48**
on this **3 day of December 2024**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 11/1 - 11/15/2024
Check Date: 11/25/2024

Total Checks and Direct deposit:	\$	3,805,117.01
Wire Wilmington Trust RICS (MEBT):	\$	399,185.47
Grand Total:	\$	<u>4,204,302.48</u>

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

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B

Human Resources Director, City of Redmond
Redmond, Washington

I, Finance Director, do hereby certify to the City Council, that the checks for the months of November 2024 are true and correct to the best of my knowledge.

Signed by:

706AE71EFDB1430...

Kelley Cochran, Finance Director
City of Redmond
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 8505 through 8672, and Wire Transfers are approved for payment in the amount of \$2,486,213.83. This 3rd day of December 2024.



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-178
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Brooke Buckingham	Human Services Manager
Planning and Community Development	Alaric Bien	Senior Planner

TITLE:
Approval of the 2025-26 Human Services Funding Recommendations

OVERVIEW STATEMENT:
Council will approve the Human Services Commission 2025-26 funding recommendations.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Municipal Code 4.30 Human Services Commission [REDMOND MUNICIPAL CODE \(codepublishing.com\)](https://www.codepublishing.com/WA/Redmond/)
<<https://www.codepublishing.com/WA/Redmond/>>
Human Services Strategic Plan [Human Services Strategic Plan](https://www.redmond.gov/DocumentCenter/View/22520/2022-Human-Services-Strategic-Plan)
<<https://www.redmond.gov/DocumentCenter/View/22520/2022-Human-Services-Strategic-Plan>>
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
Every two years, the City invites proposals for receipt of Human Services funding from non-profits providing services in the community. In accordance with Chapter 4.30 of the Redmond Municipal Code, the Human Services Commission reviews all requests for funding of human services and makes recommendations to the

Mayor and City Council. Recommendations address how to grant the City’s human services funds for the provision of a range of services to Redmond residents, including food, mental health support, shelter, job assistance, and more.

126 applications were received (22 more than in the last biennium), with requests totaling over \$5.4M per year, which was an increase of 38 percent. Including the City’s per capita formula, Community Development Block Grant, and opioid settlement funds, approximately \$2.6M per year has been budgeted for allocation. The review and award of proposals to be considered for Community Development Block Grant (CDBG) funding is incorporated in this process. Due to limited CDBG funding, funded programs may include both CDBG and general funds.

OUTCOMES:

The 2025-26 Human Services funding recommendations have been presented to Council by the Human Services Commission and are part of the overall adopted budget.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Semi-monthly meetings with Human Services Commission April through September 2024.
- **Outreach Methods and Results:**
Human Services Commission meetings are posted online, with opportunities for the public to provide comment in writing, by calling in, or in person.
- **Feedback Summary:**
Public comment was received in support of:
 - Chinese Information and Service Center
 - Redmond Toddler Group
 - Imagine Housing
 - LifeWire
 - Kindering Center
 - Kids Quest Museum - NoticiasPublic Comment was received in opposition to funding for:
 - Imagine Housing

BUDGET IMPACT:

Total Cost:
\$2,192,755/year (General Fund); \$35,000 (CDBG); and \$400K/year (opiate funds)

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

Budget Offer Number:
0000037

Budget Priority:
Vibrant and Connected

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

If yes, explain:

Costs associated with administering contracts and monitoring performance.

Funding source(s):

- \$2,192,755/year - General Fund
- \$35,000/year - Community Development Block Grant (CDBG)
- \$400,000/year - Opioid Settlement Funds
- \$100,000 - General Fund Additional Allocation*

Budget/Funding Constraints:

Opiate settlement funds must be spent on programs and services that align with the Abatement Strategies. For more details, refer to Attachment D. CDBG funds are highly constrained, and recipients must also be able to meet all federal funding requirements. *The Commission will identify programs to receive funding with the additional award made through the Council budget adjustment on November 19, 2024. Staff will share these recommendations at a future meeting.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/16/2024	Committee of the Whole - Public Safety and Human Services	Receive Information
9/17/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction
10/15/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction
10/22/2024	Study Session	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
	No proposed meetings	N/A

Time Constraints:

Approval of these recommendations ensures timely notification to agencies and development of contracts.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the Commission would need to develop contingency recommendations.

ATTACHMENTS:

- Attachment A: Study Session Presentation
- Attachment B: 2025-2026 Human Services Funding Recommendations

Attachment C: Opiate-Funded Program Recommendations
Attachment D: Opiate Abatement Strategies

Human Services 2025-26 Funding Recommendations

October 22, 2024

Human Services Commission



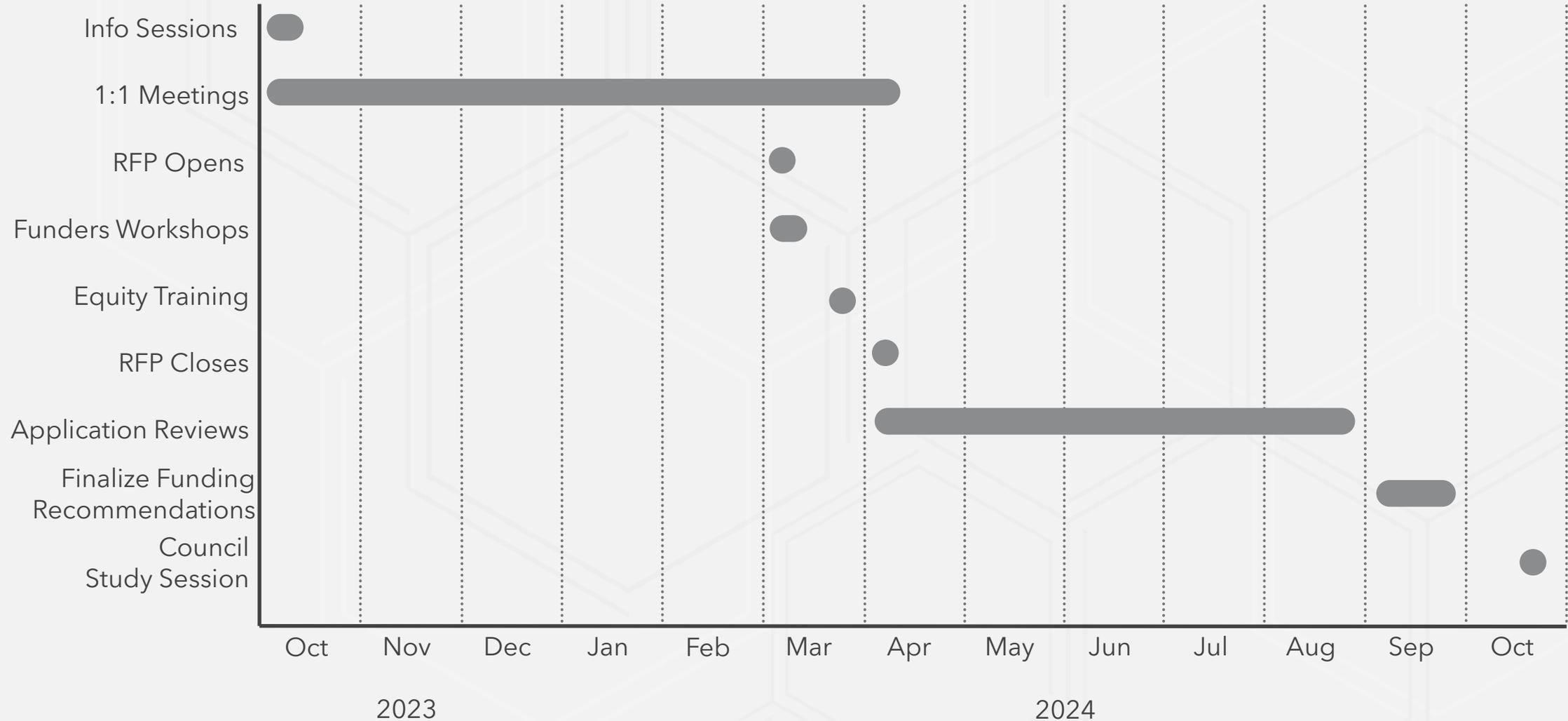
Redmond
WASHINGTON

Agenda

- Receive an **overview** of the funding process
 - Understand the funding **priorities** and framework for the proposed recommendations
 - Learn about the **challenges** and constraints
- *Respond to any **questions** regarding the funding recommendations or need for more information*



Application Timeline



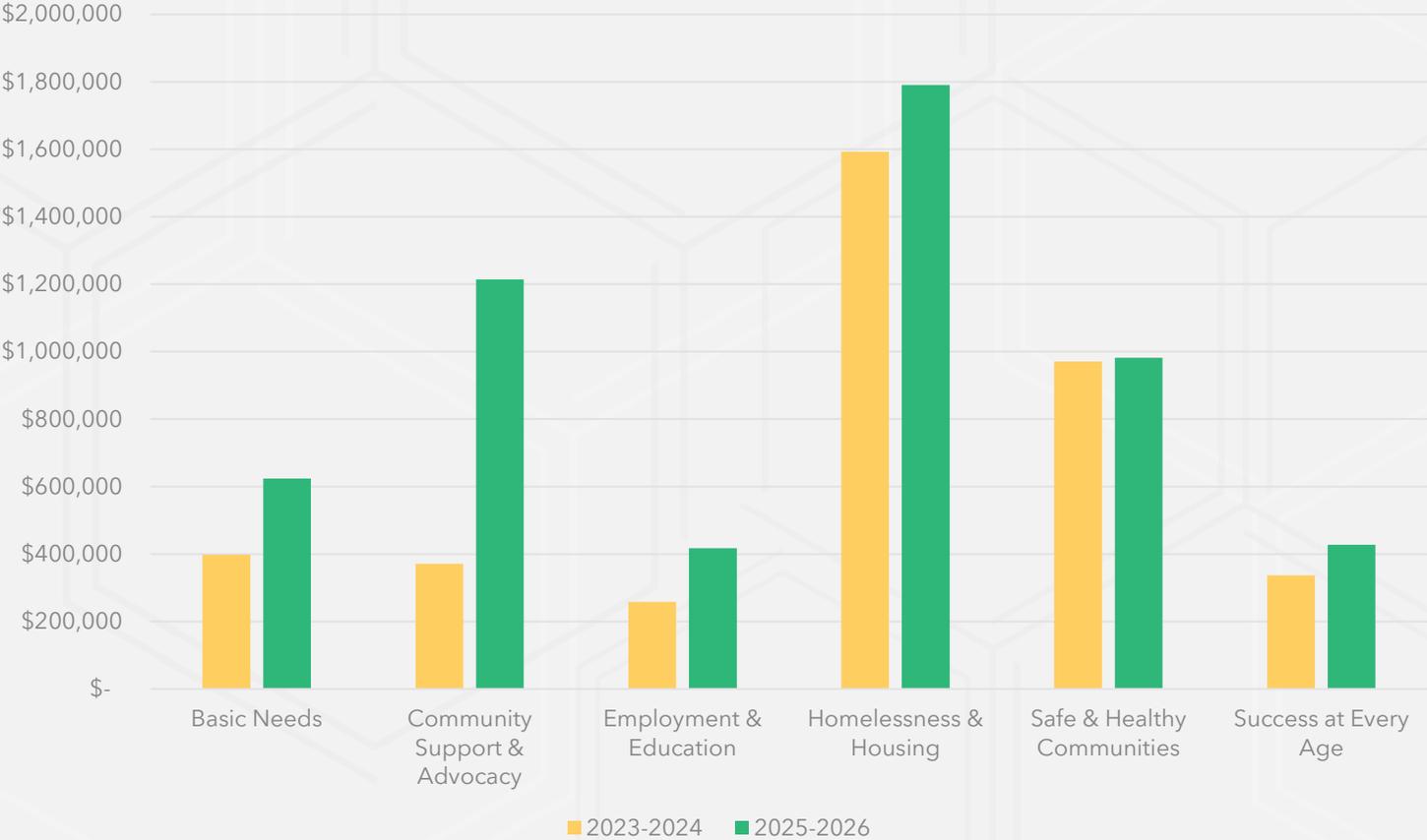
Summary of Requests

All Cities	2023-24	2025-26
Submitted Applications	299	354
Amount Requested	\$37,742,675	\$63,984,443

Redmond	2023-24	2025-26
Submitted Applications	104	126
Amount Requested	\$3,938,854	\$5,467,898
New Applicants	38	55
Culturally Responsive	24	32

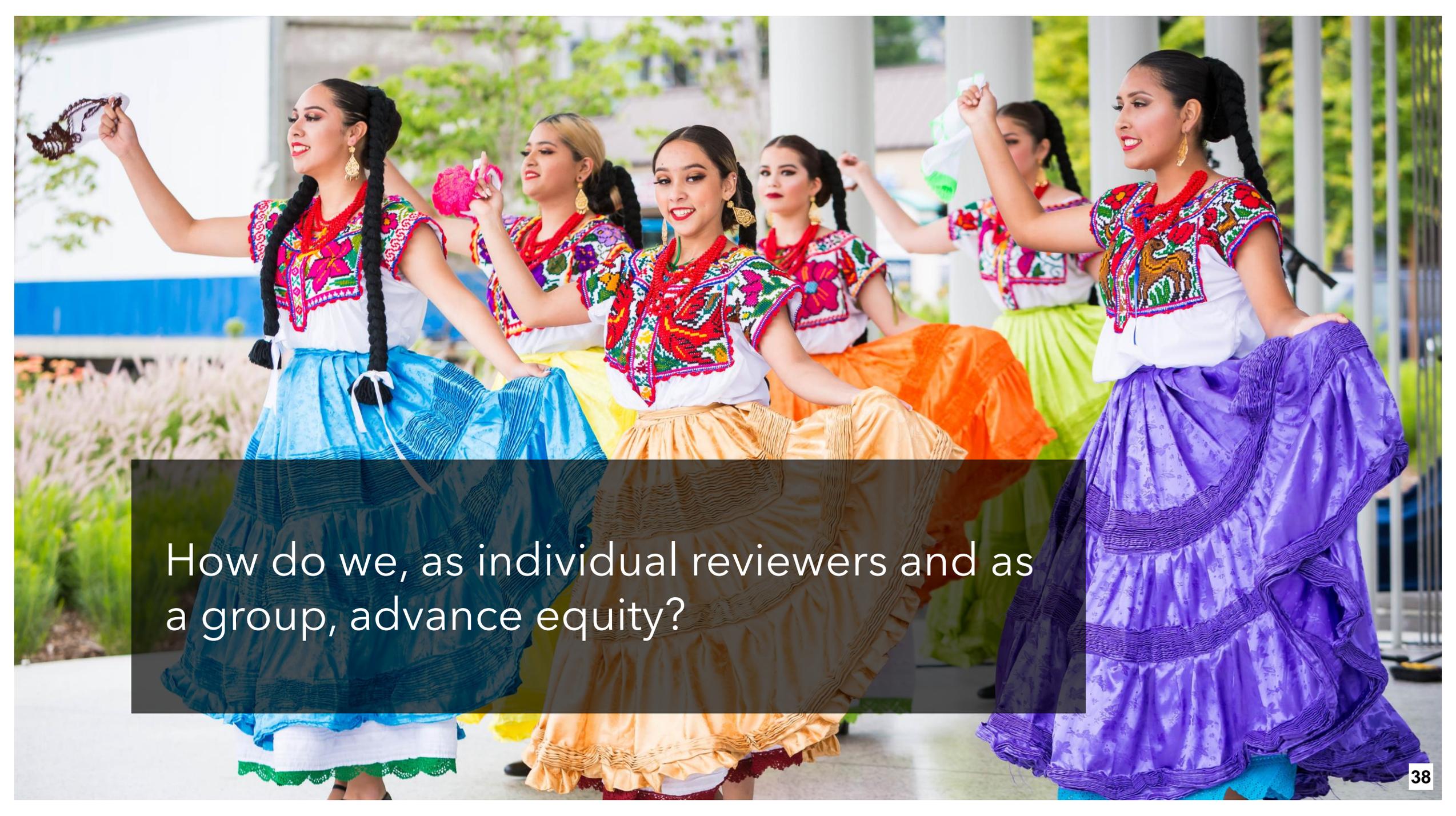
Changing Community Needs

A biennial comparison by category and amount requested



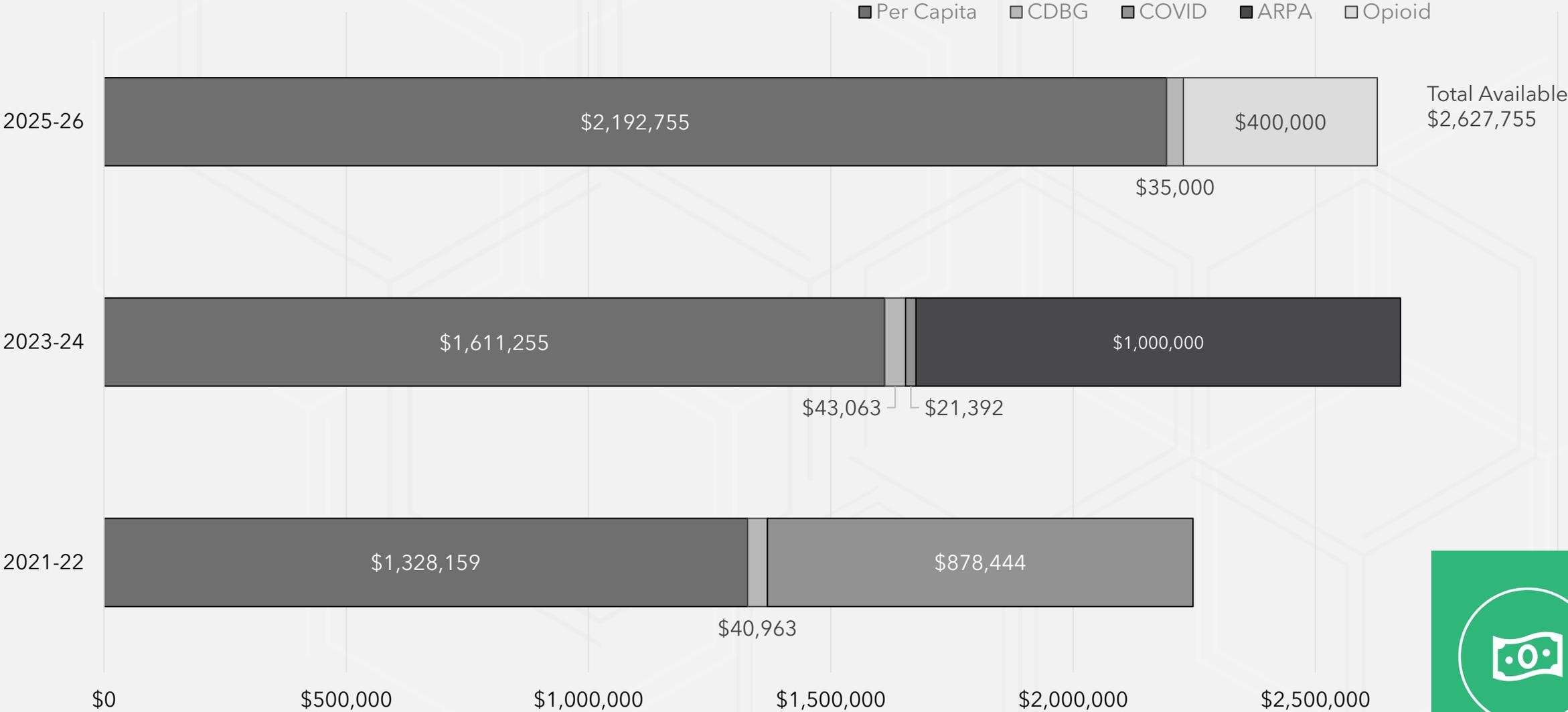
Commission Review Process





How do we, as individual reviewers and as a group, advance equity?

Available Funding



Opioid Settlement Funds

- Treatment
- Connections to care
- Prevention



- Equity focus
- Strategic
- Sustainable



2025-2026 Funding Investments

New Investments



Africans on the Eastside
Youth~Family~School~Community

Bridging the gap to
food and housing
security



Culturally-relevant
and linguistically
diverse grocery-style
food bank



Mediation and conflict
resolution services for
low-income immigrant
and refugee women
and families



LGBTQIA+ outreach
and programming



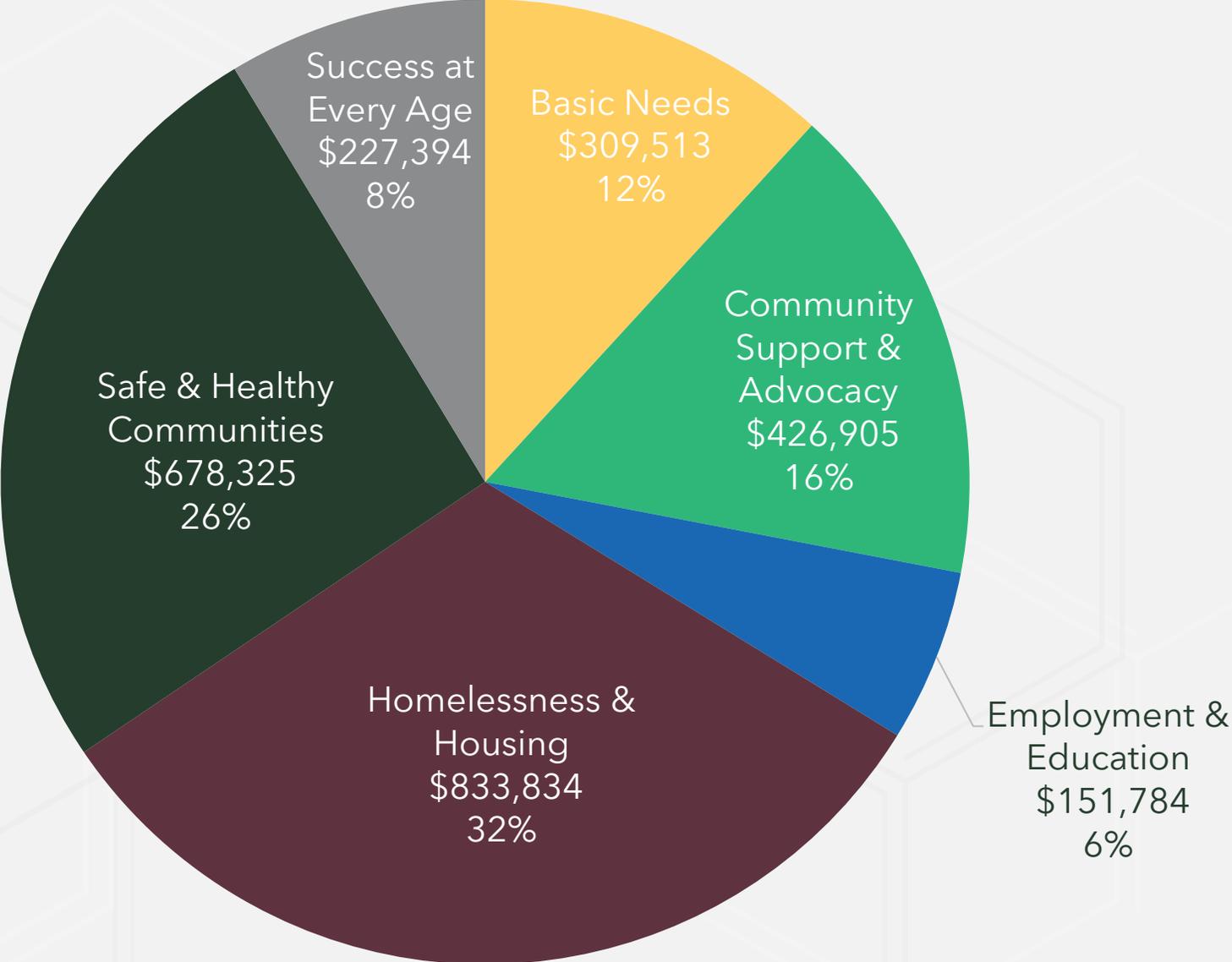
Culturally responsive
case management for
families of persons
with disabilities

Strategic Focus



- Commitment to Equity
- Community-Led and Informed Work
- Traditionally Underrepresented Organizations
- Alignment with Strategic Plan Priorities
- Addressing barriers to accessing services

Funding Recommendations by Category



Thank you

Any Questions?



Redmond
WASHINGTON

2025 - 2026 Human Services Funding Recommendations

Agency - Program Name	Annual Requested Amount	Annual Recommended Amount
Basic Needs	\$624,134	\$309,513
Assistance League of the Eastside - Operation School Bell	\$5,300	\$0
Bridge Disability Ministries - Meyer Medical Equipment Center	\$10,000	\$10,000
Eat Happy Now - Food Rescue and Delivery	\$35,000	\$10,000
Essentials First - Community Kits (+ Information & Assistance) Program	\$55,000	\$0
Essentials First - Volume Distribution Program	\$35,000	\$32,651
Essentials First - World Food Program	\$24,000	\$24,000
Hopelink - Food	\$186,000	\$78,841
Kent Kitchen - End Hunger Program	\$25,000	\$0
KidVantage - A Strong Foundation for Kids - Basic Needs	\$19,322	\$19,322
Kin On Health Care Center -Thriving Connections	\$50,000	\$0
Lake Washington Schools Foundation - Pantry Packs Food Security	\$15,000	\$14,943
MAPS - MCRC - Food & Gas cards	\$15,000	\$15,000
Redmond United Methodist Church - Redmond School Break Food Box Program	\$65,000	\$65,000
Renewal Food Bank - Culturally Relevant and Linguistically Diverse Grocery Style Food Bank	\$59,512	\$29,756
Sound Generations - Meals on Wheels	\$10,000	\$10,000
The Salvation Army Eastside Corps - Food Programs	\$15,000	\$0
Community Support & Advocacy	\$1,214,463	\$426,905
4 Tomorrow - Life Services Program	\$55,000	\$55,000
Brazilian Community Services - Next Level Skillset Accelerator	\$70,000	\$0
BrightSpark - Child Care Information, Referral, and Resource Navigation Services	\$10,000	\$0
Centro Cultural Mexicano - Mi Casa and Maker Space: Empowering Communities	\$260,000	\$56,650
Chinese Information and Service Center - East King County Family Resource Center	\$65,000	\$65,000
Crisis Connections - King County 211	\$20,000	\$0
Eastside Legal Assistance Program - Housing Stability Legal Aid	\$25,000	\$19,313
Eastside Legal Assistance Program - Pooled Cities General Request	\$30,000	\$0
Hopelink - Family Development	\$43,750	\$24,411
Indian American Community Services - Rahat Community Human Services Program	\$60,000	\$60,000
Indian American Community Services (IACS) - Crisis Services Program	\$56,000	\$56,000
Indian American Community Services (IACS) - Cultural Navigation Program	\$30,000	\$30,000
Kinderling Center - Families in Transition (FIT)	\$39,600	\$11,031
King County Bar Foundation - Neighborhood Legal Clinics	\$11,000	\$0

2025 - 2026 Human Services Funding Recommendations

MAPS - MCRC - Information & Referrals	\$32,000	\$32,000
Pride Across the Bridge - LGBTQIA+ Outreach and Programming	\$10,000	\$10,000
Sankofa Consulting DBA Africans on the Eastside - Bridging the Gap to Food and Housing Security	\$7,500	\$7,500
Ubumwe Women Association Services - Immigrant and Refugee Youth and Women's Empowerment Support Group	\$115,813	\$0
Washington Autism Alliance & Advocacy - Autism Multi-System Navigation	\$47,800	\$0
WeeCare, Inc. (DBA Upwards) - BOOST	\$136,000	\$0
Congolese Integration Network (CIN) - Community Support	\$90,000	\$0
Employment & Education	\$417,513	\$151,784
BrightSpark - Child Care Technical Assistance & Training Program	\$8,000	\$0
BrightSpark - Infant Early Childhood Mental Health Program	\$7,048	\$0
Families of Color Seattle - Peer-led Parent Groups for BIPOC Families	\$7,500	\$0
Friends of Youth - Youth Employment Program	\$18,000	\$16,995
HERO House NW - Supported Employment	\$25,000	\$12,500
Hopelink - Adult Education	\$79,700	\$39,850
Hopelink - Employment	\$62,240	\$33,990
Hopelink - Financial Capabilities	\$29,160	\$14,580
Immigrant Women's Community Center - Conflict Resolution Training Program	\$12,500	\$12,500
Indian American Community Services (IACS) - Small Business Support Program	\$70,000	\$0
KidsQuest Children's Museum - Noticias	\$12,000	\$11,369
Kinderling Center - Child Care and Preschool Consultation	\$31,080	\$0
Kinderling Center - Parent Education and Family Support	\$15,750	\$10,000
Lake Washington Schools Foundation - Inclusive Libraries	\$19,035	\$0
IKRON of Greater Seattle - Integrated Employment Services	\$17,500	\$0
Northwest Education Access - Helping Opportunity Youth (OY) build a pathway to postsecondary education and a living wage career	\$3,000	\$0
Homelessness & Housing	\$1,790,674	\$833,834
4 Tomorrow - Emergency Temporary Housing & Homelessness Recovery Program	\$50,000	\$0
4 Tomorrow - Eviction Prevention, rental, move-in and mortgage assistance.	\$150,000	\$150,000
Archdiocesan Housing Authority- Coordinated Care Agency - New Bethlehem Programs	\$100,000	\$100,000
Catholic Community Services of King County - Emergency Assistance	\$12,000	\$0
Friends of Youth - Transitional Living Programs	\$38,000	\$36,469
Friends of Youth - Willows Youth Services Center (WYSC)	\$168,000	\$115,242
Friends of Youth - Youth Haven	\$108,000	\$12,360
HERO House NW - Supported Housing	\$20,000	\$0
Hopelink - Financial Resiliency	\$91,800	\$0

2025 - 2026 Human Services Funding Recommendations

Hopelink - Housing	\$120,074	\$0
Housing Connector - Housing for All, Powered by Technology: Eviction and Homelessness Prevention and Housing Stability Support Services for Vibrant Communities	\$250,000	\$0
Imagine Housing - Behavioral Health Support	\$10,000	\$0
Imagine Housing - Resident Services	\$20,800	\$0
MAPS - MCRC - Emergency Rental Assistance	\$35,000	\$35,000
Mary's Place - A Place to Call Home	\$10,000	\$0
Overlake Christian Church - Emergency Financial Aid and Assistance Program	\$48,000	\$0
Overlake Christian Church - Safe Parking and Day Center Emergency Shelter and Support Program	\$45,000	\$38,965
Porchlight - Behavioral Mental Health	\$32,500	\$25,076
Porchlight - Enhanced Shelter Program	\$169,000	\$133,900
Porchlight - Housing	\$12,500	\$10,300
Porchlight - Rotating Shelter	\$15,000	\$12,875
The Sophia Way - Helen's Place	\$180,000	\$106,916
The Sophia Way - Sophia's Place	\$55,000	\$30,793
YWCA Seattle King Snohomish - Family Village (FV)	\$50,000	\$25,938
Safe & Healthy Communities	\$981,653	\$678,325
4 Tomorrow - Mental Health Coordination & Gap Therapy	\$67,041	\$67,041
Asian Counseling and Referral Service - Children, Youth and Families (CYF)	\$14,700	\$14,700
Asian Counseling and Referral Service - Whole health Oriented Mental Health Program	\$20,000	\$15,450
Consejo Counseling and Referral Service - Domestic Violence Services	\$11,000	\$10,300
Crisis Connections - Regional Crisis Line	\$10,000	\$10,000
Crisis Connections - Washington Warm Line (Support After Suicide)	\$10,000	\$0
DAWN Domestic Abuse Women's Network - Community Advocacy Programs (CAP)	\$5,000	\$0
Essence Health and Research Foundation (EH&R) - Goals for Health Program: Healthcare Services for Chronic Disease, Trauma/Rape/PTSD, Addiction, Mental Health, & General Health Conditions (Discounted Services)	\$10,000	\$0
Essence Health and Research Foundation (EH&R) - Lift Up Campaign Program: Healthcare Services for Chronic Disease, Trauma/Rape/PTSD, Addiction, Mental Health, & General Health Conditions for Low Income Individuals/Families (Free Services)	\$20,000	\$0
Friends of Youth - Mental Health and Substance Use Disorder Services	\$26,000	\$26,000
Harborview Medical Center - Abuse & Trauma Counseling Services	\$26,500	\$13,250
HealthPoint - Dental Care Program	\$25,000	\$25,000
HealthPoint - Medical Care Program	\$29,000	\$29,000

2025 - 2026 Human Services Funding Recommendations

IKRON of Greater Seattle - Behavioral Health Services	\$43,000	\$43,000
Indian American Community Services (IACS) - Mental and Behavioral Health Services Program	\$60,000	\$60,000
International Community Health Services (ICHS) - Behavioral Health	\$45,000	\$0
King County Sexual Assault Resource Center - Advocacy services for sexual assault survivors and their families	\$18,476	\$18,298
LifeWire - Emergency and Transitional Shelter (HSH Apartments)	\$45,000	\$0
LifeWire - Housing Stability Program	\$26,730	\$25,029
LifeWire - Survivor Advocacy Services	\$59,576	\$55,785
Medical Teams International - Care & Connect Mobile Dental Clinics for Underserved and Low-Income Communities	\$72,000	\$0
NAMI Eastside - Community Mental Health Education and Support Program	\$30,000	\$0
NAMI Eastside - Youth Mental Health Programs	\$5,000	\$0
Therapeutic Health Services - Substance Use and Mental Health Treatment Program	\$30,242	\$30,242
Washington Poison Center - Emergency Services and Education	\$24,885	\$0
Youth Eastside Services - Behavioral Health Care for Children and Youth	\$147,088	\$139,794
Youth Eastside Services - Community-Based Outreach	\$52,901	\$50,278
Youth Eastside Services - Early Childhood Behavioral Health	\$47,514	\$45,158
Success at Every Age	\$427,361	\$227,394
Big Brothers Big Sisters of Puget Sound - 2025-2026 Community Youth Mentoring Program	\$12,440	\$0
Boys & Girls Clubs of King County - Kirkland Boys & Girls Club Out-of-School Youth Development Programming	\$6,050	\$0
Bridge of Promise - Bridge Academy	\$5,000	\$0
BrightSpark - Child Care Financial Assistance Program	\$85,000	\$61,127
Catholic Community Services of King County - Volunteer Services	\$12,500	\$10,000
Chinese Information and Service Center - Russian Speaking Senior Day Program	\$15,000	\$15,000
Communities In Schools of Greater King County - Integrated Student Support	\$40,000	\$40,000
Community Homes, Inc. - Housing Stability for Adults with Developmental Disabilities and their Care Providers	\$12,000	\$10,815
Crisis Connections (formerly Crisis Clinic) - Teen Link	\$10,000	\$0
Friends of Youth - Healthy Start	\$10,000	\$0
KidsQuest Children's Museum - Sensory Access Programming	\$15,500	\$0
Kin On Health Care Center - Passionate Volunteer Navigation Program	\$15,000	\$0
Kindering Center - ParentChild+	\$30,069	\$10,000
Lake Washington Schools Foundation - LINKS Lunch Buddies Mentoring	\$20,000	\$10,000
MAPS - MCRC - Golden Times Senior Services	\$15,000	\$15,000

2025 - 2026 Human Services Funding Recommendations

Old Friends Club - Dementia Social Respite Program	\$15,000	\$0
Open Doors for Multicultural Families - Multicultural Case Management	\$30,000	\$15,000
Redmond Toddler Group - Early Childhood Learning and Parenting Support for Children aged 4 months to 5 years.	\$21,240	\$0
Sound Generations - Volunteer Transportation Services (VTS)	\$10,000	\$0
Youth Eastside Services - Latine Programs	\$42,562	\$40,452
Athletes for Kids - Athletes for Kids	\$5,000	\$0
Grand Total	\$5,455,798	\$2,627,755

2025-2026 Opiate Settlement Funds - Recommendations

Agency - Program	Annual Award	Abatement Strategy(ies)
Porchlight - Behavioral Mental Health	\$25,076	C14
Friends of Youth - Mental Health and Substance Use Disorder Services	\$26,000	G11
IKRON of Greater Seattle - Behavioral Health Services	\$43,000	A2c; A2d; A3; A6; A9; B4; B8; D1c; D3; D5; H1
Therapeutic Health Services - Substance Use and Mental Health Treatment Program	\$30,242	A1; B1
Youth Eastside Services - Behavioral Health Care for Children and Youth	\$139,794	C1; C2; C11; H3; G8; G10; G11
Youth Eastside Services - Community-Based Outreach	\$50,278	G8; G9; G10; G11
Youth Eastside Services - Early Childhood Behavioral Health	\$45,158	E4
Youth Eastside Services - Latine Programs	\$40,452	G8; G9; G10; G11

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-179
Type: Consent Item

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

Fire	Adrian Sheppard	425-556-2201
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DEPARTMENT STAFF:

Fire	Micheal Despain	Deputy Fire Chief
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TITLE:

Acceptance of a Grant, in the Amount of \$1,000,000, from the U.S. Department of Housing and Urban Development - Community Project Funding Grant

OVERVIEW STATEMENT:

The City of Redmond, in partnership with the City of Bellevue, applied for funding through the U.S. Department of Housing and Urban Development - Community Project Funding Grant program to help offset the costs associated with the purchase of electric fire engines and the supporting electrical charging infrastructure. In March 2024, the City of Redmond was notified of an award for \$1,000,000, to be shared with the City of Bellevue (\$500,000 to Redmond, \$500,000 to Bellevue). The grant requires no matching funds. Reimbursement will be provided after the project is completed, which is expected in Q1-2025.

This request is for Council to accept the grant on behalf of the Cities of Redmond and Bellevue, and to direct staff to sign an agreement between the City of Redmond and the U.S. Department of Housing and Urban Development regarding the use of funds, and to sign an Interlocal Agreement between the City of Redmond and the City of Bellevue for the pass-through of \$500,000 to the City Bellevue once both projects are completed and the City of Redmond receives full reimbursement for the grant.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
City of Redmond - Environmental Sustainability Action Plan (ESAP) - September 2020 Redmond Fire Department - Strategic Plan 2022-2027
- **Required:**

Council approval is required for grant acceptance

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

OUTCOMES:

Implementing the use of electric fire engine will help achieve the goals set by both cities in terms of lowering the use of fossil fuels, lowering the production of CO2 within our fleets, lowering routine maintenance cost, and reducing noise levels during routine/non-emergency operation of the vehicles in the community. However, the barrier to wider adoption of this technology is due to the high cost of the new technology (electric fire engines) and the additional cost associated with installing and upgrading the electrical infrastructure needed to support these new units. This federal grant will help lower the cost of deploying these electric fire engines and allow Redmond and Bellevue to demonstrate the effectiveness of this new technology to fire agencies across the nation. Redmond and Bellevue received partial funding through the Washington State Department of Ecology in 2023 but this funding covers just under 25% of the full cost of implementation. By accepting the U.S. HUD grant, the projects will become more competitive against the purchase of traditionally diesel-powered fire engines.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
Various social media posts regarding the progress of the assembly of the electric fire engine
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

WA Dept of Ecology 25% grant = \$587,154
City of Redmond 75% matching funds portion before the HUD grant = \$1,761,464
City of Redmond cost after HUD grant = \$1,261,464*

*The Fire department has also secured additional donations from various corporations to help further reduce the City's portion to approximately \$965,400

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):

Grant

Budget/Funding Constraints:

Funding will be received after the completion of the project, which is estimated for Q4-2025

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/15/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The deadline to complete the project and receive eligible funding is August 31, 2032, but we believe the project will be completed in Q4-2025.

ANTICIPATED RESULT IF NOT APPROVED:

The difference in costs will need to be covered by the General Funds of both cities.

ATTACHMENTS:

Attachment A: Award Letter from the U.S. Dept of Housing and Urban Development re: Grant B-24-CP-WA-2259

Attachment B: FY2024 Community Project Funding Grant Agreement No. B-24-CP-WA-2259 (Draft)



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

Wednesday, August 28, 2024

Michael Despain
Interim Deputy Chief
The City of Redmond
8450 161st Avenue NE
Redmond, WA 98052
Email: mdespain@redmond.gov

Dear Community Project Funding Grantee,

In the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act), and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) Congress made \$3,290,054,336 in funding available for Community Project Funding (CPF). These CPF awards are administered by the Department of Housing and Urban Development (HUD). HUD received the information below about your project from Congress. A Grant Number has been added and will be the unique identifier for your project throughout the grant process.

Grant Number: B-24-CP-WA-2259
Project: Bellevue and Redmond Electric Fire Engines & Charging Infrastructure
Grantee/Recipient: The City of Redmond
Amount: \$1,000,000
HUD Grant Officer: Rommel Calderwood / Rommel.Calderwood@hud.gov
HUD System Officer: Connor X. Lareau / Connor.X.Lareau@hud.gov
HUD Regional Environmental Officer: Brian Sturdivant / Brian.Sturdivant@hud.gov

This letter outlines initial grant award requirements and information needed from you to get started. This Grant Award Package also includes: The “FY2024 Community Project Funding Grant Guide” (FY2024 CPF Grant Guide), the template for your FY2024 Community Project Funding Grant Agreement, and the forms required to complete and submit information online to populate before we sign your FY2024 CPF Grant Agreement. A brief overview of these documents is below:

- 1) **FY2024 CPF Grant Guide:** The FY2024 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2024 CPF Grant Agreement. Please refer to this document as it includes important information and forms for accessing the online system (DRGR), as well as other information concerning reporting requirements.

2) FY2024 CPF Grant Agreement for this Award: The FY2024 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. When you submit your grant materials on our DRGR Grant Processing Module it will create your customized FY2024 CPF Grant Agreement.

3) Standard Forms and Required Materials: The following forms will be needed:

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form–424 Application for Federal Assistance (in the online system)
- c. SF-424-B, Assurances for Non construction Programs, and/or SF-424-D, Assurances for Construction Programs (in the online system)
- d. SF-LLL Disclosure of Lobbying Activities (as applicable in the online system):
<https://www.grants.gov/forms/forms-repository/sf-424-family>
- e. SF-1199A - Direct Deposit Sign-Up Form: <https://www.gsa.gov/system/files/SF1199A-20.pdf> The form is to be completed by the grantee and grantee's financial institution. Grantees will need to submit the completed form and upload to DRGR.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2024 CPF Grant Agreement. This process and the forms are also available in the FY2024 CPF Grant Guide, which can also be found on the program's webpage at:

https://www.hud.gov/program_offices/comm_planning/edi-grants/FY_2024 on HUD.gov and on this webpage <https://www.hudexchange.info/programs/cpf/> on the HUD Exchange.

1. Grantees should review the Grant Award Package documents.
2. Grantees should initiate or complete the HUD environmental review.
3. Grantees gather all required information and submit to HUD using the online system DRGR.
4. HUD provides access to DRGR system to access the Grant Processing Module to submit required information, answer questions, and upload documents. Once all required information is submitted online HUD will review the completed grant materials submitted.
5. HUD staff will review the information and documents for completeness. If there are any deficiencies the corrections and/or clarifying questions will be shared with the grantee for correcting or answering the clarifying questions. If not, HUD staff will submit the package internally for a second level review. Then, the Acting Director for the Congressional Grants Division will review the grant package. Finally, your Grant Agreement will be executed.
6. HUD will notify the grantee that their FY2024 Grant Agreement has been fully executed and will share additional materials with the grantee to complete to begin the payment processing activities to receive your funds.

Training and Tools

FY2024 CPF Onboarding Event: This event will take place in September. We will review this letter and grant award package materials along with sharing next steps and how to sign up for a cohort. The event will be recorded and shared online after the event.

FY2024 CPF Grantee Cohorts: This provides you and your staff the opportunity to register for a four-part training for how to prepare your grant materials and submit them online. Information about the registration will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Webinar Series: This provides you and your staff with information about the regulations, requirements, and processes for your grant. Information about the registration for the webinar series will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Online HUD Exchange Resources: This website page includes general information and your specific Fiscal Year information along with links to past and future technical assistance opportunities. The site is also used for you to register for our listserv and for communicating updates to you and those on the listserv.

Overview of Requirements

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- 1) **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).
- 2) **HUD Environmental Review Requirements:** EDI/CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - To be eligible, activities and expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other "cross-cutting" federal requirements adhered to by HUD.
 - If the environmental review is being conducted by a local government responsible entity under Part 58, a Request for Release of Funds and Certification must be approved by HUD, as applicable. If the environmental review is being completed by HUD under Part 50, the environmental review must be approved and certified by HUD.

- HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- For FY2024 grants, the date of the Act's enactment (March 9, 2024) is the federal nexus for compliance with all environmental laws. Once a project is federalized, in keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, environmental reviews must be completed, and all necessary HUD approvals must be obtained prior to taking any choice limiting actions, such as acquisition, construction, ground disturbance, and entering into contracts.
- Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide and on the program’s webpage at: <https://www.hudexchange.info/programs/cpf/>.
- Some projects may already be underway at the time of federal nexus and while it is still best practice to stop all work after the federal nexus before the environmental review is complete for EDI/CPF projects that are already underway at time of federal nexus, grantees are allowed to perform activities after the federal nexus, but only for activities which are part of a pre-nexus contract that obligates them to do so. However, grantees would be doing so at their own risk, as any activity performed, or proposed to be performed, after the federal nexus must be included in the project scope of a satisfactory environmental review to be reimbursable.
- A satisfactory review must show that the project activities will not result in unmitigable environmental harm and must not preclude consultation with the appropriate environmental authorities such as the State Historic Preservation Office (SHPO). Environmental authorities may refuse to consult if physical impacts are made to a site before consultation.
- HUD conducted a nationwide environmental review for FY24 EDI/CPF soft costs to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review). After execution of the Grant Agreement, eligible soft costs can be incurred after March 9, 2024 (see 2 CFR 200.403). Eligible hard costs can be reimbursed if incurred after a full environmental review is completed (see 2 CFR 200.403).
- HUD Environmental Officers:
<https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf>.

If you, or your staff, have any questions regarding how to complete or submit the requires documents, please feel free to contact your Grant Officer or System Officer. Please note while your Grant Officer may change over time, we have a team approach to managing your project. Please include your grant number and project in all email correspondence. We look forward to working with you on this important project!

Sincerely,



Nadab Bynum
Acting Deputy Assistant Secretary
for Economic Development

Assistance Award/Amendment		U.S. Department of Housing and Urban Development Office of Administration											
1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment											
3. Instrument Number B-24-CP-WA-2259	4. Amendment Number	5. Effective Date of this Action	6. Control Number										
7. Name and Address of Recipient The City of Redmond 8450 161st Avenue NE Redmond, WA 98052 EIN: UEI:		8. HUD Administering Office CPD, Congressional Grants Division 451 7th Street, SW, Rm 7146 Washington, DC 20410-7000											
		8a. Name of Administrator	8b. Telephone Number										
10. Recipient Project Manager Michael Despain		9. HUD Government Technical Representative Rommel Calderwood Rommel.Calderwood@hud.gov											
11. Assistance Arrangement <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input checked="" type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office Chief Financial Officer											
14. Assistance Amount		15. HUD Accounting and Appropriation Data											
<table border="1"> <tr><td>Previous HUD Amount</td><td></td></tr> <tr><td>HUD Amount this Action</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td>Total HUD Amount</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td>Recipient Amount</td><td></td></tr> <tr><td>Total Instrument Amount</td><td style="text-align: right;">\$1,000,000.00</td></tr> </table>		Previous HUD Amount		HUD Amount this Action	\$1,000,000.00	Total HUD Amount	\$1,000,000.00	Recipient Amount		Total Instrument Amount	\$1,000,000.00	15a. Appropriation Number	15b. Reservation Number EDE 24
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Amount Previously Obligated													
Obligation by this Action													
Total Obligation													

16. Description
Bellevue and Redmond Electric Fire Engines & Charging Infrastructure

This Award consists of the following items which are appended to and hereby made part of this Award:

- (A) Cover Page - HUD 1044
- (B) Grant Agreement

Instructions:

NO PROJECT FUNDS may be committed to the project or drawn down prior to environmental release of funds approval.

Locate your nearest HUD Regional Environmental Officer at

<https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/-region-i-regional-and-field-environmental-officers>.

Disclaimer: The information on this form is to be used only for purposes of recordkeeping and facilitating communication between the Recipient identified in box 7 above (which is also referred to as the "Grantee") and the U.S. Department of Housing and Urban Development ("HUD") in relation to the award identified above ("this award").

This document does NOT constitute the grant agreement for this award.

The terms and conditions for this award are as specified in the grant agreement signed by HUD and the Grantee

17. <input type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.	18. <input checked="" type="checkbox"/> Recipient is not required to sign this document.
19. Recipient (By Name): Michael Despain	20. HUD (By Name):



Previous Editions are Obsolete

form HUD-1044 (8/90)
Ref. Handbook 2210.17



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-180
Type: Consent Item

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

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

Police	Brian Coats	Deputy Police Chief
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TITLE:
Redmond Police Department Data Governance Policy

OVERVIEW STATEMENT:

The Redmond Police Department is presenting a policy to govern the ethical use of Automated License Plate Readers (ALPR) and Drones as First Responders (DFR). Incorporating feedback from Council, this policy outlines principles of transparency, accountability, and privacy protection, while detailing the authorized purposes, data collection, retention practices, and security measures for both technologies. By establishing clear guidelines and oversight mechanisms, the policy ensures compliance with legal standards and fosters public trust in law enforcement's use of advanced technology.

The Police Department is seeking Council’s approval of this governance policy.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Police Department ALPR and DFR Data Governance Policy
- **Required:**
N/A
- **Council Request:**
The data governance policy was requested by Council at the April 9, 2024 Study Session.
- **Other Key Facts:**
N/A

OUTCOMES:

The implementation of this policy is expected to enhance public safety through the effective use of Automated License Plate Readers (ALPR) and Drones as First Responders (DFR) while safeguarding privacy and civil liberties. By establishing clear guidelines, data retention limits, and accountability measures, the policy will ensure that these technologies are used responsibly and ethically. Outcomes include improved operational efficiency, strengthened community trust through transparency, and enhanced ability to support investigations, locate stolen vehicles, and respond to emergencies, all while minimizing risks of misuse.

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:
228

Budget Priority:
Safe and Resilient

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

If yes, explain:
N/A

Funding source(s):
General Fund

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
4/9/2024	Study Session	Provide Direction
10/15/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Redmond Police Department ALPR & DFR Data Governance Policy

Policy 4XX ALPR and FLOCK Cameras

4XX.1 PURPOSE AND SCOPE

The Redmond Police Department is committed to the responsible and ethical use of technology. The purpose of this policy is to establish guidelines for the responsible and ethical use of Automated License Plate Readers (ALPR) and Flock Cameras by the Redmond Police Department. This policy aims to ensure that the deployment and utilization of these technologies are conducted in a manner that respects privacy, civil liberties, and public trust and are consistent with state law, city policy and WASPC accreditation standards. **This policy is specific to the public safety systems mentioned and is not intended to be the policy of the City of Redmond. The citywide data policy incorporating the public safety systems policy will come to Council in 2025.**

.

License Plate Readers (LPRs) use cameras to photograph vehicles and license plates. LPR technology used by the Redmond Police Department includes Automatic License Plate Readers (ALPR) as part of the Axon Fleet camera system and stationary Flock cameras installed in strategic locations around the city. This technology is for authorized law enforcement and public safety purposes as set forth in this policy.

This policy applies to the use of LPR cameras and associated information by all Department employees. This policy governs the use of LPR data, to enable the collection and use of such data in a manner consistent with respect for individuals' privacy and civil liberties.

The department shall maintain transparency in the use of LPR technologies and inform the public about their purposes, capabilities, and the safeguards in place to protect individual rights.

Officers and personnel involved in the use of these technologies will be held accountable for their actions and adherence to this policy. Violations will result in disciplinary action, up to and including termination, in accordance with departmental procedures, City policy, and collective bargaining agreements.

4XX.1.1 DEFINITIONS

LPR Administrator: A Department employee who manages the utilization of the LPR software from the end user through training, reporting, and monitoring.

Automated License Plate Reader (ALPR): A feature of the AXON Fleet in-car camera system that uses cameras and computer technology to compare digital images of license plates to lists of known plates of interest.

Hit: Alert from the LPR system that a scanned license plate number may be in the NCIC or other law enforcement database for a specific reason including, but not limited to, being related to a stolen vehicle, wanted person, missing person, domestic violence protective order, or other criminal activity.

Hot List: License plate(s) associated with vehicles of interest from databases that include, but not limited to: National Crime Information Center (NCIC), Washington Crime Information Center (WACIC), Department of Licensing (DOL) databases, and local Be on the Lookout notices (BOLOs).

Reads: Data obtained by an ALPR of license plates within public view that were read by the device, including images of the plate and vehicle on which it was displayed, and information regarding the location of the police vehicle at the time of the ALPR read.

4XX.2 POLICY

LPR data will be used solely for law enforcement purposes. Any non-law enforcement usage of LPR data is strictly prohibited. LPR data will not be used to intentionally capture images in private area or areas where a reasonable expectation of privacy exists, nor shall it be used to harass, intimidate, or discriminate against any individual or group.

LPR systems will only be deployed for official law enforcement purposes. Examples of these include:

- Locating stolen vehicles and stolen license plates
- Locating wanted, endangered or missing persons; or those violating protection orders
- Canvassing the area around a crime scene

LPR data will only be accessed by trained, RPD employees for official law enforcement purposes. This access is limited to search of specific or partial plate(s) and/or vehicle identifiers as related to any of the following:

- A criminal investigation
- A search for a wanted person or person of interest
- Community caretaking functions, such as locating an endangered or missing person

Any data obtained from LPR technology will be used and handled pursuant to this policy and applicable city, state, and federal laws.

This policy will be reviewed regularly to ensure it remains current and consistent with technological advancements, legal requirements, best practices in data governance, and City policy.

4XX.3 GENERAL OPERATING PROCEDURES FOR VEHICLE ALPR

Operators will activate the ALPR software and ensure that it is operational at the beginning of their shift. Operators will notify the ALPR Administrator upon discovery of any damaged or inoperable ALPR equipment.

The system will automatically update the hot list at the start of each shift.

When an operator receives a hit/alert indicating a positive hit from the hotlist database, a digital image of the license plate will be displayed on the mobile data computer screen.

LPR operators will compare the digital image of the license plate to the hotlist information to verify the hit for both the state and characters on the plate.

LPR operators will confirm the LPR information by radio or Mobile Data Computer (MDC) to immediately confirm the hit prior to taking enforcement or other type of police action (absent exigent circumstances).

The system will upload ALPR data accumulated from the shift.

4XX.4 COLLECTION, STORAGE AND RETENTION OF DATA

LPR technology collects digital images of license plates and associated license plate numbers. The technology collects the date and time that the license plate passes a digital-image site where an LPR is located. No additional personally identifiable information will be collected without legal justification.

Only trained department employees can access stored LPR data, and the system logs all data search requests.

The system stores data from Patrol ALPR and Flock cameras for no longer than 30 days. After the 30-day period, the data will be purged unless it related to an ongoing investigation or legal requirement. In those circumstances the applicable data should be downloaded from the server and entered into evidence.

Detectives will retain LPR data related to a criminal investigation in the investigation case file for a period in accordance with state retention laws.

The department and City have robust security measures currently in place in compliance with CJIS data security, and the cities cyber-insurance carrier requirements to protect the data from unauthorized access or breaches.

4XX.5 REVIEW OF LPR DATA

Only authorized personnel may access LPR data and only in conjunction with a call for service or investigation. Employees accessing LPR data must login through the password-protected system. The system records when an employee accesses LPR data by logging the employee's name, the date, and the time of the request. Employees will not share LPR passwords and login credentials.

Employees conducting searches in the LPR System will provide a case number and justification for the search. If a case number does not exist, the employees will provide thorough justification for the legitimacy and lawful purpose of the search.

Regular audits will be conducted to ensure compliance with this policy.

4XX.6 RELEASING OR SHARING LPR DATA

LPR data will only be shared with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law. In addition, the Redmond Police Department will only share LPR data with other agencies when the investigation relates to a violation of Washington State Law or is tied to the City of Redmond. The Redmond Police Department will not

share LPR data with other agencies for the purpose of locating or tracking persons wanted solely for administrative reasons, such as immigration law violations, or for violations in other jurisdictions that would not otherwise warrant investigation in Redmond.

Requests for LPR data by non-law enforcement or non-prosecutorial agencies will be processed by the Records Unit pursuant to the applicable Rules of Civil or Criminal Discovery or the Washington Public Records Act, Ch. 42.56 RCW.

4XX.7 TRAINING

Before employees operate the ALPR system or access LPR data, they will complete department training on the proper and lawful use of the system. The Training Unit will coordinate with the LPR Administrator to provide this training.

The LPR training will emphasize proper use, data handling procedures, ethical considerations outlined in this policy, and the requirement to document the reason for any data inquiry.

Additionally, all ALPR Operators will maintain ACCESS Level 1 Certification pursuant to ACCESS WACIC and NCIC.

The LPR Administrator will maintain a list of all employees trained in the use of the LPR equipment and systems and update user access.

4XX.8 Public Reporting

The department will engage in community outreach and education efforts to inform the public about the use of these technologies, their benefits, and the safeguards in place to protect privacy and civil liberties.

The department will include in its published annual report details on the use of LPR technologies, including data on their deployment, effectiveness, and any privacy or civil liberties issues encountered.

Any incidents of misuse or abuse of these technologies will be handled in accordance with established department policy, State law, and Accreditation standards reporting requirements.



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-181
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Brooke Buckingham	Human Services Manager
Planning and Community Development	Alaric Bien	Senior Human Services Planner

TITLE:

Authorize the City to Enter into an Interlocal Agreement for Pooled Human Services Contracts

OVERVIEW STATEMENT:

Since 2003, Redmond has been participating in a pooled contracting arrangement with Bellevue, Issaquah, Redmond, Kirkland, Sammamish, Kenmore, Shoreline, and Mercer Island. This arrangement allows selected programs that receive funding from some or all participating cities to sign a single contract with a lead city administering the program.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Human Services Strategic Plan, Comprehensive Plan Human Services Element
- **Required:**
Interlocal Agreements require Council approval.
- **Council Request:**
N/A
- **Other Key Facts:**
Bellevue notified all participating cities that it would no longer serve as the lead agency after December 31, 2024. The City of Kirkland has agreed to become the lead agency effective January 1, 2025. The interlocal included as Attachment A has been reviewed by the City Attorneys for the City of Redmond and other participating jurisdictions.

OUTCOMES:

Pooled contracting creates administrative efficiencies for participating agencies and cities. It improves equitable practices by reducing barriers to contracting, reporting, and invoicing.

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:
\$9,000/year

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000037

Budget Priority:
Vibrant and Connected

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

If yes, explain:

The total estimated cost of \$9000/year is an administrative fee charged by City of Kirkland. The exact cost will be finalized once participating cities finalize funding recommendations and determine which programs are to be included in the pooled contracting process.

Funding source(s):
General Fund

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/04/2024	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
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Time Constraints:

Timely approval will ensure that City of Kirkland can start contract development for pooled programs in early 2025.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving this ILA would require the City to contract individually with agencies which would result in significantly more time and resources for both City staff and agency staff.

ATTACHMENTS:

Attachment A: Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE CITIES
CONTINUING THE HUMAN SERVICES POOLED FUND

This agreement is made and entered into by and among the City of Kirkland, as the lead agency, and the City of Bellevue, the City of Issaquah, the City of Kenmore, the City of Mercer Island, the City of Redmond, the City of Sammamish, and the City of Shoreline, all municipal corporations of the State of Washington (hereinafter referred to individually as “Party” or collectively as “Parties”).

RECITALS

Whereas, the Parties engage in activities that support human service providers in King and Snohomish Counties; and

Whereas, the Parties entered into an interlocal agreement in 2014 establishing a Human Services Pooled Fund and wish to continue to make the most efficient use of their resources by cooperating to provide funding to support human service providers in King and Snohomish Counties as they have done under the prior interlocal agreement; and

Whereas, the Parties have the authority under the Interlocal Cooperation Act, chapter 39.34 RCW, to engage in cooperative efforts that result in more efficient use of government resources; and

Whereas, the Parties agree that multi-jurisdictional cooperation in human services planning and funding is a benefit to the Parties, their non-profit award recipients, and to the residents of their communities.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

I. PURPOSE

This agreement defines the roles and responsibilities of the Parties in jointly funding and contracting for human services programs. Further, this agreement establishes a Human Services Pooled Fund account (hereinafter referred to as “Pooled Fund”) to which funds will be deposited for the purpose of contracting with not-for-profit organizations or other public corporations (hereinafter referred to as “Service Provider(s)”) that deliver human services programs.

The Parties agree that, upon the Effective Date of this agreement, this agreement supersedes, terminates, and replaces the Parties’ existing 2014 Interlocal Agreement Establishing the Human Services Pooled Fund (2014 Interlocal Agreement).

II. DURATION OF THE AGREEMENT

This agreement shall be established and take effect the later of either January 1, 2025, or immediately upon its execution by two or more Parties (“Effective Date”), and it shall become effective for a subsequently signing member on the date it is signed by the member. This agreement shall remain in effect through December 31, 2026, and thereafter shall be automatically renewed and extended biannually for additional two-year terms, unless and until terminated as described in Section VI. Reference to a biennium in this agreement shall include a two-year period starting on January 1 and ending on December 31 of the subsequent year.

III. RESPONSIBILITIES

- A. The lead Human Services staff member (manager or supervisor level), or their designee, from each Party will monitor the delivery of joint Human Services programs under this agreement. This group will be known as the Project Management Team.

- B. The City of Kirkland shall be the lead agency (hereinafter referred to as “Lead Agency”). The Lead Agency will:
- i. Establish and maintain the Pooled Fund.
 - ii. Draft contracts on behalf of Parties with Service Providers payable with funds drawn from the Pooled Fund and route proposed contracts to applicable Parties for review on or before January 31 of the first year of the biennium. The maximum effective period of these contracts is for the two-year (biennial) budget period. Service Provider contracts must include provisions addressing potential modifications to the Human Services Pooled Funds agreement resulting from termination or a Party’s withdrawal.
 - iii. Execute, no later than March 1 of the first year of the biennium, authorized contracts with Service Providers on behalf of applicable Parties. At its discretion, the Lead Agency may amend contracts with Service Providers without approval from the other applicable Parties so long as the amendments are minor in nature (e.g., Service Provider name changes, slight amendments to service dates, etc.). Any amendments to contracts which are substantive in nature (e.g. increase in compensation or change to scope of services), shall be routed by the Lead Agency to all applicable Parties for their review and approval.
 - iv. Invoice Parties for each Party’s portion of the Pooled Fund and the applicable administrative service fee. Invoices will be sent at the beginning of each year, with an option of biannual invoicing as agreed upon by each Party and the Lead Agency, with payment required within thirty (30) calendar days from date of invoice.
 - v. Accept and deposit contributions to the Pooled Fund from Parties or other sources.
 - vi. Process payments on Service Provider contracts.
 1. Contracts will include the projected maximum possible award amounts available to be paid from the Lead Agency and applicable Parties to each Service Provider. Any and all payments to Service Providers are subject to availability of funds from each applicable Party, and future payments will be contingent on satisfactory performance on the contract; Lead Agency will ensure appropriate provisions regarding the same are included in the Service Provider contracts.
 2. Payment will be provided to Service Provider in two advance lump-sum payment annually, unless the Lead Agency determines in consultation with the Project Management Team that a reimbursement model is more appropriate for a particular Service Provider. The Lead Agency will ensure appropriate provisions are included in the Service Provider contracts regarding the Service Provider’s responsibilities for invoicing the Lead Agency. Advance lump sum payments should not be equivalent to more than 50% of the maximum possible award amount for the year.
 - vii. As the executed contract is between the Lead Agency and the Service Provider, the Service Provider is expected to adhere to the payment procedures required by the Lead Agency.
 - viii. Lead Agency will contact each individual Party that is contributing funds to a

Service Provider regarding a Service Provider's performance concerns, which may include but is not limited to, persistent lack of response and/or follow-up; identified audit risks; failure to meet substantive contract terms; or underperformance (service units are under 50% following the second quarter of the year or under 100% following the fourth quarter of the year). Lead Agency will work with the affected Party(ies) to determine, in writing, how to proceed with the Service Provider, particularly regarding subsequent payments and/or demanding reimbursement from the Service Provider. If multiple parties are affected, the Lead Agency will make reasonable efforts to seek alignment between the affected Parties regarding how to proceed with the Service Provider. Ultimately, each affected Party will have final decision-making authority regarding use of that Party's funds; however, if an affected Party fails to timely decide, the Lead Agency is authorized to withhold subsequent payments from the Service Provider for that affected Party.

- ix. Lead Agency will establish a policy(ies) to reimburse Parties in the event payments are withheld from or repaid by a Service Provider.

C. The Project Management Team will:

- i. Develop and implement a policy establishing criteria for allowing Service Providers to participate in the Pooled Fund. At minimum, the policy must consider past performance of Service Providers and any known risks and liabilities.
- ii. Determine whether to allow additional parties to enter into this agreement.
- iii. Develop administrative tools and processes necessary to operate the Pooled Fund.
- iv. Coordinate, schedule, and conduct on-site monitoring of Service Providers on behalf of the Parties. A summary of the visit will be written by Project Management Team members and can be accepted by the Parties for each Party's monitoring purposes.
- v. Periodically evaluate the effectiveness of the Pooled Fund, and plan for future expansion and administration of the Pooled Fund.
- vi. Provide input to the Lead Agency regarding acceptance and use of any deposit(s) made to the Pooled Fund from a funding source not party to this agreement.

D. Each individual Party independently has the following responsibilities:

- i. Provide the Lead Agency with a list of each human service program, including award amounts, that such Party desires to contribute to through the Pooled Fund as soon as possible, but not later than December 31 before the contract biennium. Parties that do not provide this information by the date required will be excluded from participation in the Pooled Fund, unless the Lead Agency authorizes extensions of this deadline, the length of such extension being at the sole discretion of the Lead Agency.
- ii. Provide timely response to the Lead Agency regarding underperformance by an individual Service Provider and, as requested by the Lead Agency, work with the Lead Agency to determine, in writing, how to proceed with subsequent payments to individual Service Providers that may be underperforming based on compliance with contractual obligations. Since each affected Party has final decision-making

authority regarding use of that Party's funds, the affected Party's decision shall not be unreasonably withheld.

- iii. Review and timely communicate to the Lead Agency the Party's acceptance of contract terms negotiated for each Service Provider for which that Party is contributing funds. Acceptance shall be communicated in writing on or before February 15 of the calendar year for which funding is approved. Parties who do not communicate written acceptance will be deemed to have accepted the terms.
- iv. Provide such staff as is necessary to accomplish all responsibilities included in this agreement.
- v. Timely pay invoices sent by the Lead Agency for the Party's contribution to the Pooled Fund and the applicable administrative service fee.

IV. ADDITION OF A PARTY TO THIS AGREEMENT

- A. At any time after the effective date of this agreement, additional parties, with the approval of the Project Management Team, may adopt and enter into this agreement by forwarding a copy of the agreement as approved and executed by that Party to the Lead Agency no later than sixty (60) calendar days prior to the end of the biennium for participation in the Pooled Fund the subsequent biennium. Additional parties' responsibilities and participation will be effective only as related to the subsequent biennium.
- B. The addition of a party or parties to this Agreement shall not affect the terms and conditions for any other Party and does not require existing Parties to reauthorize the Agreement.
- C. Parties not subject to this agreement may, subject to the approval of the Project Management Team, contribute funds on a one-time or other limited basis for the purpose of participating in Service Provider contracts drawn from the Pooled Fund. Under these circumstances, the Project Management Team shall provide input to the Lead Agency on the terms of participation and the Lead Agency shall allocate the funds at its discretion, consistent with the purposes of this Agreement.

V. WITHDRAWAL OF A PARTY TO THIS AGREEMENT

- A. Each Party, with the exception of the Lead Agency, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice to the Lead Agency and all other Parties on or before June 30 of Year 2 of the biennium, with the effective date of withdrawal being December 31 of the Year 2 of that biennium in which notice is given. The withdrawing party shall remain responsible for all contractual commitments made to Service Providers on behalf of the withdrawing party and for payments made or committed to the Pooled Fund by the withdrawing party up to the effective date of withdrawal, except as otherwise provided in this agreement. Any payments made to the Pooled Fund by the withdrawing party prior to the effective date of withdrawal for services to be provided by Service Providers after the effective date of withdrawal shall be returned to the Party within sixty (60) calendar days following the effective date of withdrawal.
- B. In the event of withdrawal by a Party, this Agreement shall terminate as to that Party but shall continue in effect with respect to the remaining Parties. However, the termination of this agreement with respect to one or more Parties shall not affect any of the Parties' rights

or obligations, including any rights or obligations of a withdrawing Party, that are expressly intended to survive termination.

- C. In the event of a withdrawal, the Lead Agency is authorized to enact the termination clauses of all contracts with Services Providers that include funds from the withdrawing Party. Such termination will be specific to the withdrawing party and shall not affect the contractual obligations of the Service Provider in regard to all other Parties.
- D. The Lead Agency, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice to all other Parties on or before June 30 of Year 2 of the biennium with the effective date of withdrawal being December 31 of Year 2 of the same biennium in which notice is given. However, if the Lead Agency's costs to administer the Pooled Fund are not fully funded by the administrative service fees approved by the Project Management Team, the Lead Agency may withdraw on or before June 30 of any given calendar year, with the effective date of withdrawal being December 31 of the same calendar year in which notice is given. The withdrawing Lead Agency commits to transfer all necessary funds and documentation related to the Pooled Fund to a new Lead Agency, as selected by the Project Management Team, prior to the effective date of the withdrawal. Nothing in this agreement prevents the Lead Agency from remaining a Party to this agreement after ceasing to be the Lead Agency.

VI. TERMINATION OF THIS AGREEMENT

- A. All Parties must agree to terminate this agreement in order for such termination to be effective as to all Parties, otherwise any Party desiring to withdraw may do so under Section V. The effective date of termination will be determined by a unanimous vote of the Project Management Team but must be no less than ninety (90) calendar days after the date of the Project Management Team meeting during which termination is agreed. Immediately after the vote to terminate the agreement is made, the Lead Agency is authorized to terminate all contracts with Service Providers drawn upon the Pooled Fund as per the conditions of those contracts. After all payments due to Service Providers are made, funds attributable to each Party released from commitment to those terminated contracts shall be returned to each Party by check from the Lead Agency within sixty (60) calendar days after the effective termination date of this agreement.
- B. If a contract with a Service Provider is terminated by the Service Provider as per the conditions of that contract, funds in the Pooled Fund released from commitment to that terminated contract shall be removed from the Pooled Fund with the amount attributable to each Party participating in the terminated contract returned by check from the Lead Agency within sixty (60) calendar days after the effective termination date of the contract. Termination of a Service Provider contract shall not affect any other contract drawn from the Pooled Fund.

VII. ADMINISTRATIVE SERVICE FEES AND INTEREST ACCRUED

- A. The Lead Agency will develop an administrative service fee structure in February (after receiving notice of pooled fund participation) of the first year of each funding biennium, which shall be subject to the approval of the Project Management Team. The fee structure will be based on the number of scopes of work funded by each Party in the Pooled Fund or other comparable structure that addresses the Lead Agency's administrative costs to

administer the Pooled Fund. The fee structure will be in effect for each of the two years of the biennium in question.

- B. The Lead Agency will develop the billing and payment schedule of the administrative service fee and the Pooled Funds contributions for the Parties.
- C. The Lead Agency shall consider any and all revenue accrued as interest on the Pooled Fund as supplemental to the administrative service fee and shall be entitled to keep and use such revenue at its complete discretion for the human services purposes.

VIII. AMENDMENTS

This agreement may be amended, altered, changed, or extended in any manner by the mutual written consent of all Parties.

IX. SEVERABILITY

If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable by a court of competent jurisdiction, it shall be deemed stricken and shall not affect the validity or enforceability of any other provisions. Unless such stricken provision goes to the essence of the consideration bargained for by a Party, the remaining provisions shall continue in full force and effect, 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.

X. HOLD HARMLESS AND INDEMNIFICATION

- A. To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless, and indemnify the other Parties and their respective officers, elected officials, agents, and employees, while acting within the scope of their duties as such, from and against any and all claims (including demands, suits, penalties liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) ("Damages") arising out of or in any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement.
- B. Each Party agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provision of Title 51 RCW.
- C. The provisions of this subsection shall survive and continue to be applicable to any Party exercising the right of withdrawal pursuant to Section V and/or to all Parties after termination pursuant to Section VI.

XI. NO PRECLUSION OF ACTIVITIES OR PROJECTS

Nothing herein shall preclude any Party from choosing or agreeing to fund or implement any work activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation, or other obligation of any kind on the other Parties.

XII. REAL AND PERSONAL PROPERTY

The acquisition of real property is not anticipated under this agreement. Any personal property acquired pursuant to this agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated, any personal property other than cash shall remain with the Lead Agency.

XIII. ENTIRETY OF AGREEMENT

This agreement supersedes all prior negotiations, representations, and agreements between the Parties relating to the subject matter hereof, including the 2014 Interlocal Agreement, and constitutes the entire agreement between the Parties.

XIV. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Washington.

XV. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal, state, and local laws and rules, including but not limited to grant funding conditions.

XVI. PUBLIC RECORDS AND RETENTION

Each Party to this Agreement is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and to Washington's laws pertaining to the retention of public records, including chapter 40.14 RCW. Each Party will be solely responsible for compliance with these laws in relationship to records requests received by that Party for any records prepared, owned, used, or retained by that Party. The Party receiving a records request will respond to the request in accordance with that Party's procedures. The Lead Agency will be solely responsible for maintaining records related to the responsibilities of the Lead Agency.

XVII. RECORDING

This Agreement shall be recorded with King County or otherwise made available to the public in accordance with state law.

XVIII. COUNTERPARTS

This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

XIX. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

XX. NO SEPARATE LEGAL ENTITY CREATED.

No separate legal entity is created through this interlocal agreement.

In witness whereof, the undersigned have entered into this Agreement through their duly authorized officers as of the latest day and year written below for each.

Signed:

CITY OF KIRKLAND:

Kurt Triplett, City Manager

DATED: _____

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF KENMORE:

Rob Karlinsey, City Manager

DATED: _____

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF MERCER ISLAND:

Jessi Bon, City Manager

DATED: _____

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF BELLEVUE:

Diane Carlson, City Manager

DATED: _____

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF ISSAQUAH:

Mary Lou Pauly, Mayor

DATED: _____

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF REDMOND:

Angela Birney, Mayor

DATED: _____

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF SAMMAMISH:

Scott MacColl, City Manager

DATED: _____

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF SHORELINE:

Bristol Ellington, City Manager

DATED: _____

APPROVED AS TO FORM:

Office of the City Attorney



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-182
Type: Consent Item

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

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

DEPARTMENT STAFF:

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

TITLE:
Approve Public Defense Indigency Screening Agreement

OVERVIEW STATEMENT:

The City of Redmond contracts with the King County Department of Public Defense (DPD) for indigent screening services for Redmond defendants, in order to determine income eligibility for Public Defender representation. The current agreement expires December 31, 2024. A new agreement would extend services through 2025.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
RCW 10.101.020 and RCW 10.101.030 (Determination of indigency)
- **Council Request:**
N/A
- **Other Key Facts:**
The City of Redmond contracts with the King County Department of Public Defense to provide indigent screening services for Redmond District Court defendants. Department of Public Defense staff screen defendants to determine income eligibility requirements for public defender services. Providing these services is a requirement of state law and the process of public defense.

The amount of the contract is based on the cost to King County of providing the service and includes the salary and benefits of the screening staff, their supervision, and King County overhead necessary to provide the service. The cost allocation to the City is based on the historical average of screenings conducted per month. The current contract is \$189 per month. The proposed contract for 2025 would be \$305 per month.

OUTCOMES:

Entering into this agreement allows the City to provide for required indigency screening services.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$3,660

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

Budget Offer Number:
00276

Budget Priority:
Safe and resilient

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

If yes, explain:
N/A

Funding source(s):
General Fund

Budget/Funding Constraints:

King County calculates the City's costs based on average number of screenings per month which is proportionately shared with other participating cities.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/19/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
	No Meetings Proposed	N/A

Time Constraints:

The current Agreement expires on December 31, 2024. In order to continue these services for 2025, a new agreement must be adopted prior to that date.

ANTICIPATED RESULT IF NOT APPROVED:

The City would not be able to provide the required legal service to Redmond defendants after the expiration date of the current agreement and would need to seek alternatives to providing these services.

ATTACHMENTS:

Attachment A: Memorandum of Agreement Between King County and the City of Redmond Relating to Indigency Screening Services

**Memorandum of Agreement Between
King County and the City of *Redmond*
Relating to Indigency Screening Services**

This AGREEMENT entered into this 1st day of January 2025 between King County, State of Washington, hereinafter referred to as the "County", and the municipal corporation of *Redmond, WA* hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City, pursuant to RCW 10.101.020 and RCW 10.101.030, is authorized to and desirous of reaching agreement with the County for the performance of Indigency Screening Services; and,

WHEREAS, the County is authorized by King County Code 2.60.060 to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth and in consideration of payments, mutual covenants and agreements herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

I. OBLIGATIONS

- A. In consideration of the promise of the City and payment of the sum hereinafter set forth, the County promises to:
 - 1. Perform consistent with available resources all services relating to screening for financial indigency as set forth in the most recent King County Department of Public Defense screening criteria and procedures.
 - 2. Not rescreen an individual for indigency within one year unless a new case is filed.
 - 3. Except as set forth in section VII.A. below, services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.
 - 4. Routinely provide telephone indigency screening services via a trained screener Monday through Friday, 8:00 a.m. - 4:30 p.m. excluding holidays.
 - 5. Provide screening documentation to the City upon request.

- B. In consideration of the promises of the County herein before set forth, the City promises to:
 - 1. Make available a telephone in a private space for the client to contact the screening staff. Post appropriate signage directing clients to indigency screening services and if applicable, provide similar information on the City's official website.
 - 2. Follow the King County District Court, East Division at the Redmond Courthouse (KCDC) system for notification of any temporary cancellations. If the KCDC is closed due to adverse conditions, the Department of Public

Defense will be notified by calling 206-477-9727 so the screening staff may be notified.

3. Develop and transmit to the County the rate that the City will charge those defendants who are found indigent but able to contribute to the cost of their defense. This rate will be charged based on the Department of Public Defense's procedure for calculating ability to contribute to the cost of defense. Collection of fees and communication to defendants regarding collections is the responsibility of the City.
4. Provide the County with a current, updated list of contracted Public Defense Attorneys.

II. COMPENSATION AND METHOD OF PAYMENT

The City shall reimburse the County for the services as delineated in this agreement in the following manner:

- A. The County shall generate a monthly invoice within ten working days after the end of the month. The invoice will include the number of phone calls received from clients for the City, listed by date. For 2025, the rate for indigency screening services provided will be \$305 per month. Per King County code, the rate is based on full cost recovery for providing this service and includes the salary and benefits of the screening staff, their supervision and King County overhead necessary to provide the service.
- B. The City shall remit payment to the County within thirty calendar days of receipt of the invoice.

III. TIME OF PERFORMANCE

This agreement shall be effective the 1st day of January 2025 through the 31st day of December 2025. The rate and continuation of services will be reviewed within the period of 90 days prior to December 31, 2025 or at any time through the duration of the memorandum of understanding at the request of either party.

IV. MODIFICATIONS

The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this agreement. Any modifications of this agreement shall be in writing, signed by both parties, and affixed to this original agreement. The County reserves the right to increase fees of Section II.A. of this agreement upon ninety (90) days written notice to the City.

V. TERMINATION

This agreement may be terminated without cause only after ninety (90) days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of agreement and cause for immediate termination upon notice received by one party given by the other. Any termination of this agreement shall not terminate any obligation of either party incurred prior to such termination.

VI. MUTUAL COVENANTS

Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:

- A. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County.
- B. All persons rendering Indigency Screening Services hereunder shall be for all purposes employees of the County.
- C. The contact for the City regarding citizen complaints about the indigency screening process is the Department of Public Defense at 206-477-9727. The Department of Public Defense will institute its complaint investigation process immediately. The City contact regarding citizen complaints about the defense attorney performance shall be directed to the City's Human Services Manager, who can be reached at 425-556-2416.
- D. Any controversy or claim arising out of or relating to this agreement shall be referred to a mediator selected by the parties. Demand for mediation may be made by either party by providing written notice to the other party setting forth the controversy or claim. If the parties cannot mutually agree upon selection of a mediator within seven days of notice of the demand, then the mediator shall be selected by the presiding judge of the King County Superior Court. Once selected, the mediator shall conduct a mediation session with the parties within ten days from the date of his/her selection or at such other time as the parties may mutually agree. The cost of the mediator, if any, shall be shared equally by the parties. Such mediation shall precede any court action.

Nothing in this section shall affect the parties' right to terminate this agreement for cause, as per Section V.

VII. INDEMNIFICATION

- A. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- B. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly

against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

- C. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, include all chargeable costs and attorney's fees.

VIII. AUDITS AND INSPECTION

The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this agreement and six years after termination hereof.

IX. NON-DISCRIMINATION

The County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with federal regulations including but not limited to 41 CFR Part 60-2.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

CITY OF

FOR

King County Executive

Date

NAME (Please type or print)

Date

ATTEST:

Approved as to Form:

City Clerk

Date



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-183
Type: Consent Item

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

Executive	Lisa Maher	425.556.2427
Public Works	Aaron Bert	425.556.2786

DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
Public Works	Amy Kim	Project Manager

TITLE:

Acceptance of the Department of Commerce Energy Audit Grant to Inform Energy Upgrades at the Public Safety Building, in the Amount of \$26,500

OVERVIEW STATEMENT:

The City of Redmond has been awarded an Energy Audit Incentive Grant in the amount of \$26,500 from the Department of Commerce. This grant provides funding for energy audits of publicly owned buildings that are required to comply with the Clean Buildings Performance Standard (CBPS). The grant will support an energy audit of the Public Safety Building.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Strategic Plan, Environmental Sustainability Action Plan (ESAP), Climate Emergency Declaration, Redmond 2050
- **Required:**
The City Council must approve grant acceptance.
- **Council Request:**
N/A
- **Other Key Facts:**
The energy audit must be complete by June 15, 2025.

OUTCOMES:

Work completed under this grant will inform energy improvements at the Redmond Public Safety Building and support compliance with the state Clean Buildings Performance Standard. As a Clean Buildings Performance Standard Tier 1 building (greater than 50,000 square feet), the Public Safety Building must meet a specific energy target by June 1, 2028. Additionally, the work will implement ESAP Initiative B2 (*Advance Green Building within City Facilities*).

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Community outreach will be completed throughout the project.
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$26,500 in grant funding to support energy upgrades and retrofits.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
CIP Project ID 2336

Budget Priority:
Capital Improvement Strategy

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

If yes, explain:
N/A

Funding source(s):
Grant funds

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/19/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The energy audit must be complete by June 15, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

The City will not accept grant funding if Council does not approve the grant.

ATTACHMENTS:

Attachment A - Grant Agreement



Interagency Agreement with

City of Redmond – Public Safety Building

through

Clean Buildings Program

Contract Number:

24-51601-017

For

Energy Audit Incentive Program for Public Buildings

Dated: Upon Execution

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Face Sheet

Contract Number: 24-51601-017

Clean Buildings Program, Energy Division Audit Incentive Program for Public Buildings

1. Contractor City of Redmond PO Box 97010, Redmond, WA 98073-9710 8701 160 th Ave NE, Redmond, WA 98052		2. Contractor Doing Business As (as applicable) City of Redmond PO Box 97010, Redmond, WA 98073-9710 8701 160 th Ave NE, Redmond, WA 98052	
3. Contractor Representative Jenny Lybeck 425-556-2121 jlybeck@redmond.gov		4. COMMERCE Representative Brittany Wagner Program manager CleanBuildingsIncentiveProgram@commerce.wa.gov	
5. Contract Amount \$26,500	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2023	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # <Insert number>		11. SWV # SWV0003729	12. UBI # 176-000-016
13. UEI # N/A			
14. Contract Purpose Grant funding for energy audits for Tier 1 public buildings to support compliance with the Clean Building Performance Standard. This funding will be used for all or part of conducting energy audits on these buildings. Cost date starts July 1, 2023. Funding for this contract relates to RFA number 51620-01.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget			
FOR CONTRACTOR _____ Malisa Files, <insert title> _____ Date		FOR COMMERCE _____ Michael Furze, Assistant Director, Energy Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$0.50 per square foot of gross floor area. The total funding will not exceed the proposed cost of the audit. The proposed audit cost for is \$26,500 for the performance of all things necessary for the attached scope of work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

The invoice attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE

Attachment A: Scope of Work

PURPOSE OF FUNDING / OVERVIEW

COMMERCE is granting funding to the Grantee for an ASHRAE Level II energy audit in accordance with Section 8 of the [Washington State Clean Buildings Performance Standard](#). This funding is to cover part or all of the cost of conducting a Level II energy audit.

The energy audit must analyze all cost-effective energy efficiency measures (EEM) for systems such as lighting, HVAC equipment, building envelope, steam, chilled water, domestic hot water and other water using systems, building controls, energy generation and distribution, and waste management systems. The audit is based upon detailed analysis of the existing systems, including instantaneous measurements of system performance parameters and, wherever possible, detailed data logging of system performance. The audit includes an evaluation of the economic performance and investment value of the EEMs.

DELIVERABLES 1-3

1. Deliverable 1: Audit Requirement

- a. Grantee must hire an energy consultant from the Clean Building Audit Incentive Program qualified auditor list or a qualified [Energy Service Company \(ESCO\) who partners with Department of Enterprise Services](#)
 - i. COMMERCE has generated a qualified auditor list and it is posted at [this link on the Clean Buildings Webpage](#).
- b. Starting no earlier than July 1, 2023, the energy consultant must complete an energy audit in accordance with Section 8 of the Washington State Clean Buildings Performance Standard
 - i. Completion of an ASHRAE Level II energy audit in accordance with Section 8 of the Washington State Clean Buildings Performance Standard
 - ii. Completion and submittal of an audit summary in accordance with Normative Annex Z (Form D) of the Washington State Clean Buildings Performance Standard
 - iii. Verify energy savings calculations of each EEM
 - iv. Verify that the combined savings of multiple EEM accounts for interactive effects
 - v. For buildings that will not meet the EUI_t, provide a life cycle cost analysis of all evaluated EEMs in accordance with Normative Annex X of the Washington State Clean Buildings Performance Standard.
- c. Energy Audits must be completed by June 15, 2025.**

2. Deliverable 2: Energy Consultant Deliverables

- a. A preliminary audit to ensure there are opportunities for energy efficiency improvements that can lead to a path to compliance for the building.
- b. A proposed audit scope of work, including the systems to be evaluated, the timeline to completion, and the cost to conduct the audit. The Grantee reviews the proposal and negotiates the cost of the audit.

- c. The energy consultant will undertake an audit of the facilities. The audit will identify opportunities for EEMs that, if implemented, would either meet the energy target for the building or meet the investment criteria requirements of Normative Annex X in the [Clean Buildings Performance Standard](#). The energy consultant will send the Public agency the finalized audit.
 - d. The finalized audit will include at least the following:
 - i. A description of the facility and those building systems.
 - ii. Confirm or establish an Energy Star Portfolio Manager account for energy benchmarking and for Form C Documentation of Compliance with the Standard (Z4.2, 4.3, 4.4, 4.5).
 - 1. [Share Building Properties](#). Add the organization account WACleanBuildings and set up a connection request.
 - iii. The baseline energy consumption for the facility, including the data, methodology and variables used to compute the baseline, and the baseline calendar period. The calendar period must not be shorter than twelve months.
 - iv. Recommendations for replacement of existing equipment, along with recommendations for improvements to existing equipment and operating conditions.
 - v. The recommended EEMs to be installed in order to achieve compliance with the EUI_t or if complying through the investment criteria.
 - vi. Any applicable utility rebate recommendations that align with EEMs.
 - vii. The standards of comfort and service appropriate for the facility.
 - viii. The estimated energy savings and energy cost savings that are expected from the installation of the energy efficiency equipment, and an explanation of the method or methods used to make the estimate.
 - ix. The maximum allowable construction cost, itemized in detail.
3. **Deliverable 3: Submission to COMMERCE Reporting Requirements by June 30, 2025**
- a. The energy consultant and/or Grantee will present to COMMERCE Energy Audit Forms (Form D) (Z6.4.1) and for buildings seeking compliance through the investment criteria, Annex X, Investment Criteria Tool (Form F) (Z6.5).
 - b. Completion and submittal of an audit summary in accordance with Normative Annex Z (Form D) of the Washington State Clean Buildings Performance Standard
 - c. For buildings that will not meet the EUI_t, provide a life cycle cost analysis (LCCA) of all evaluated EEMs in accordance with Normative Annex X of the Washington State Clean Buildings Performance Standard.
 - d. Provide final invoice documenting audit cost.

City of Redmond

ASHRAE Level-2 Audit

Project Overview

McKinstry will perform the following **ASHRAE Level-2 Audit** according to industry best practices on the following buildings:

Building Title	Building Square Footage
Redmond Public Safety Building	53,000

ASHRAE Level-2 Audit's serve as a wholistic facility analysis that identifies energy efficiency measures (EEMs), estimates EEM savings and cost of implementation, and identifies the pre- and post-implementation energy end-use breakdown. The intent of the audit is two-fold:

- Identify EEMs which, if implemented, would bring each facility's EUI below its EUI target
- If getting below target is determined not to be feasible, the ASHRAE Level II audit is also the required next step towards the *Investment Criteria Pathway*. The ASHRAE Level II audit is also a requirement for *Conditional Compliance* which could allow City of Redmond additional time for implementation of EEMs.

Roles & Qualifications

The energy audit and subsequent calculations will be completed by a **Qualified Energy Auditor (QEA)**, which is a person who has the training, expertise, and at least three years professional experience in building energy auditing and is a licensed professional architect or engineer or certified energy auditor by ASHRAE or AEE.

Systems Included:

The below facility systems are included in the energy audit scope, where existing:

- Envelope
- Structural Considerations (i.e., roofing condition for solar adaptation)
- Lighting System
- Cooling
- Computer Rooms
- Heating
- Ventilation and Exhaust Systems
- Air Distribution Systems
- Heating, Chilled, Condenser, and Domestic Water Systems
- Refrigeration (except for food processing refrigeration)
- Power Generation Equipment (including renewables)
- Uninterruptible Power Supplies and Power Distribution Units
- Electrical System Capacity
- People-Moving Systems
- Building Heating and/or Cooling Systems

City of Redmond

ASHRAE Level-2 Audit

Scope of Work Detail

McKinstry will perform the following scopes of work as part of the ASHRAE Level II audit. Individual scopes items are laid out sequentially, but McKinstry expects to return to previous activities as necessary throughout the audit process:

1. Benchmarking Support

- a. Help establish the EUI considering the varied use types of the facility.

2. Documentation Collection and Review

- a. Gather digital facility documentation and identify existing onsite hard copies
 - i. Gather digital facility documentation and identify existing onsite hard copies
 - ii. As built drawings (architectural, mechanical, electrical, plumbing, lighting, and renewables)
 - iii. Washington State Energy Compliance Forms (architectural, mechanical, electrical, plumbing, lighting, and renewables); these would be completed for permitted projects in the last 20 years.
 - iv. Any previous commissioning reports.
 - v. Any previous energy audit reports (mechanical, electrical, plumbing, lighting)
 - vi. Controls information (as-builts or final submittals, configuration/programming files (depending on the vendor), and if remote access is available)
- b. Review documentation and identify information gaps
- c. Pre-identify EEMs that may get the facility into compliance and develop on-site audit plan
- d. McKinstry will review at least two years of utility consumption on a per building basis. Per our discussion, we will work with City of Redmond's Energy Manager to acquire the consumption reports.

3. On-Site Assessment

- a. Conduct interviews with facilities personnel and other onsite staff as appropriate
 - i. Discuss any current efficiency programs
 - ii. Discuss known performance, operational, or comfort issues
 - iii. Discuss active and planned projects and pre-identified EEMs
- b. Perform comprehensive facility inspection
 - i. Compare facility documentation to on-site observations to verify accuracy
 - ii. Observe equipment/system operations
 - iii. Install data loggers/instrumentation to collect trends (as necessary)
- c. Perform Building Automation System (BAS) assessment
 - i. Compare facility documentation and on-site observations to BAS to verify accuracy
 - ii. Observe sequences of operations and other control strategies
 - iii. Set up and pull trend data (as necessary)
- d. Identify no-cost, low-cost, and capital energy efficiency measures

4. Energy Efficiency Measure (EEM) Development

- a. Utilize facility documentation and information gathered during the on-site assessments to identify potential EEMs

City of Redmond

ASHRAE Level-2 Audit

- b. Perform additional documentation collection/review and on-site assessments as necessary to further develop potential EEMs and develop a Preliminary EEM List
- c. Conduct “go/no-go” conversation with relevant facility stakeholders on Preliminary EEM List to determine EEM feasibility and whether they are appropriate in accordance with facility operations and future plans.
- d. Finalize Preliminary EEM list with details required for cost estimation

5. Modeling and Estimating

- a. Develop budgetary cost estimates for Preliminary EEMs, taking into account potential utility incentives.
- ~~b.~~ Develop calibrated baseline energy model of the facility.
- c. Develop efficiency model of the facility that includes the Preliminary EEMs.
 - i. Compare baseline and energy efficient model to determine estimated savings for each EEM, taking into account interactive effects.
- d. Utilize budgetary costs and estimated savings to determine energy savings, EUI impacts, and EEM return on investment (ROI)
- e. Review EEMs with facility owner and identify which EEMs it would like to pursue.

6. Reporting

- a. A final report will be presented at the end of the project that meets the requirements of CBPS programs:
 - i. EUI validation and gap analysis, including baseline calculation methodology, assumptions, and time period
 - ii. Facility and systems descriptions
 - iii. List of EEMs with the goal of reducing the facility EUI
 - iv. List of EEMs likely required to pursue Investment Criteria Pathway
 - v. Estimated energy savings and peak energy savings for each recommended EEM (in cost and energy units)
 - vi. Estimated cost of implementation for each recommended EEMs per ASHRAE 211 Section 5.4.8 for level 2 audits
 - vii. Calculations address interactive effects of all recommended EEMs
 - viii. Estimated end-use breakdown analysis after expected EEM implementation

7. Life-Cycle Cost Analysis

- a. Perform a Life Cycle Cost analysis on EEMs identified during the audit, utilizing “Form F” in accordance with CBPS rules and regulations.
- b. Add LCCA findings to the audit report

Attachment B: Budget

Detailed Budget

McKinstry will perform the outlined scope of work for the lump-sum fee listed below. At 53,000 gross square feet, the budget represents \$0.50/SF for the City of Redmond.

Level 2 Audit Budget Breakdown

SCOPE	FEE
Planning & Discovery	\$3,180.00
On-Site Audit	\$3,710.00
Energy Efficiency Measure (EEM) Initial Development	\$12,455.00
Life Cycle Cost Analysis	\$3,445.00
Reporting & Finalization	\$3,710.00
TOTAL	\$26,500.00



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-184
Type: Consent Item

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

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

Police	Brian Coats	Deputy Chief
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TITLE:

Approval of the Master Service and Purchasing Agreement Between the City of Redmond and Axon Enterprise, Inc.

OVERVIEW STATEMENT:

The Police Department seeks Council approval to renew a contract with Axon Enterprise, Inc. for essential equipment and services. This contract bundles Axon’s body-worn cameras, tasers, and digital evidence storage with the addition of a virtual reality training platform and their video aggregation software, FUSUS.

This renewed contract integrates the remaining years of the previous 5-year agreement, extending service and equipment terms for a total of 10 years.

Entering into this long-term deal saves the city significant money over the life of the contract. Previous renewal rates increased approximately 6.5% annually. Contract includes a non-appropriation language allowing the City to opt out without penalty if financially necessary.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Contracts exceeding \$50,000 require Council approval.
- **Council Request:**
N/A
- **Other Key Facts:**

N/A

OUTCOMES:

Entering a 10-year (120-month) contract with Axon International, Inc., at an estimated cost of \$4,533,889.09, will save the City \$2,020,627.76 over the life of the agreement. Under the terms of this contract, Axon will upgrade the department’s body-worn cameras and tasers to the latest models. Additionally, the bundled contract includes a virtual reality training platform and video aggregation software, FUSUS, offering significant resources for the department.

Axon’s scenario-based virtual reality simulator immerses officers in realistic scenarios, helping them develop critical thinking, de-escalation, and tactical skills by practicing real-world interactions. This approach prepares officers more effectively for situations they may encounter daily.

Supporting the development of a real-time operations center (RTOC), FUSUS integrates video data from various sources into a unified platform. Some examples include, CCTV feeds, traffic cameras, automated license plate readers, body cameras, cell phone media, and community provided social media.

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:

Axon Payment Summary

March 2025	\$406,666.16
March 2026	\$329,506.30
March 2027	\$474,714.56
March 2028	\$474,714.56
March 2029	\$474,714.56
March 2030	\$474,714.56
March 2031	\$474,714.56
March 2032	\$474,714.56
March 2033	\$474,714.56
March 2034	\$474,714.56
Total	<u>\$4,533,889.09</u>

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
228 Criminal Justice

Budget Priority:
Safe and Resilient

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

If yes, explain:

Funding for some Axon products, specifically body-worn cameras are included in the 2025-2026 budget. The additional costs will be absorbed from BTIP.

Funding source(s):
General Fund and BTIP

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/19/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
If approved, contract will be effective January 1, 2025

ANTICIPATED RESULT IF NOT APPROVED:

Renewal at the standard 5-year interval at increased cost, and loss of features being provided in the bundles and significantly discounted. Additionally, we would lose the price lock guarantee and be subject to prevailing market costs which have increased at. Rate of approximately 6.5% annually.

ATTACHMENTS:

- Attachment A: Axon Non-Binding Budgetary Estimate
- Attachment B: MSPA Between the City of Redmond and Axon Enterprise, Inc. (Pending)

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-622193-45602.800MD

Issued: 11/06/2024

Quote Expiration: 12/20/2024

Estimated Contract Start Date: 04/01/2025

Account Number: 306038

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Redmond Police Dept. - WA 8701 160th Ave NE Redmond, WA 98052-7510 USA	Redmond Police Dept. - WA PO Box 97010 Redmond WA 98073-9710 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Dufford Phone: 7074802550 Email: mdufford@axon.com Fax:	Jason Fisher Phone: 425-209-5030 Email: jcfisher@redmond.gov Fax: (425) 556-2540

Quote Summary

Program Length	120 Months
TOTAL COST	\$4,141,510.67
ESTIMATED TOTAL W/ TAX	\$4,533,889.09

Discount Summary

Average Savings Per Year	\$202,062.78
TOTAL SAVINGS	\$2,020,627.76

Payment Summary

Date	Subtotal	Tax	Total
Mar 2025	\$371,342.67	\$35,323.49	\$406,666.16
Mar 2026	\$301,000.00	\$28,506.30	\$329,506.30
Mar 2027	\$433,646.00	\$41,068.56	\$474,714.56
Mar 2028	\$433,646.00	\$41,068.56	\$474,714.56
Mar 2029	\$433,646.00	\$41,068.56	\$474,714.56
Mar 2030	\$433,646.00	\$41,068.56	\$474,714.56
Mar 2031	\$433,646.00	\$41,068.56	\$474,714.56
Mar 2032	\$433,646.00	\$41,068.56	\$474,714.56
Mar 2033	\$433,646.00	\$41,068.56	\$474,714.56
Mar 2034	\$433,646.00	\$41,068.71	\$474,714.71
Total	\$4,141,510.67	\$392,378.42	\$4,533,889.09

Quote List Price:
Quote Subtotal:

\$6,162,138.43
\$4,141,510.67

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
Basic License Bundle								
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	120m	17	\$2,180.40	\$2,161.20	\$36,740.40	\$3,784.27	\$40,524.67
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	120m	17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pro License Bundle								
73746	AXON EVIDENCE - ECOM LICENSE - PRO	120m	8	\$5,816.40	\$5,762.40	\$46,099.20	\$4,748.22	\$50,847.42
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	120m	24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AB4 Camera Bundle								
100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK		6	\$849.00	\$849.00	\$5,094.00	\$524.68	\$5,618.68
100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK		3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100466	AXON BODY 4 - CABLE - USB-C TO USB-C		99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK		99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK		84	\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
AB4 Multi Bay Dock Bundle								
100206	AXON BODY 4 - 8 BAY DOCK		1	\$1,595.00	\$1,595.00	\$1,595.00	\$164.28	\$1,759.28
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY		1	\$43.90	\$43.90	\$43.90	\$4.51	\$48.41
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY		11	\$43.90	\$0.00	\$0.00	\$0.00	\$0.00
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA		12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100206	AXON BODY 4 - 8 BAY DOCK		11	\$1,595.00	\$0.00	\$0.00	\$0.00	\$0.00
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR								
100704	AXON TASER 10 - EXT WARRANTY - HANDLE	109m	90	\$1,034.41	\$634.87	\$57,138.30	\$5,885.25	\$63,023.55
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	109m	90	\$64.31	\$39.47	\$3,552.30	\$365.88	\$3,918.18
100704	AXON TASER 10 - EXT WARRANTY - HANDLE	109m	3	\$1,034.41	\$634.87	\$1,904.61	\$196.17	\$2,100.78
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	109m	16	\$64.31	\$39.47	\$631.52	\$65.04	\$696.56
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	109m	1	\$963.56	\$591.39	\$591.39	\$60.91	\$652.30
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	109m	3	\$64.31	\$39.47	\$118.41	\$12.20	\$130.61
20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE		90	\$4,984.00	\$3,058.95	\$275,305.50	\$28,356.48	\$303,661.98
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R		90	\$2,300.00	\$1,411.63	\$127,046.70	\$13,085.81	\$140,132.51
100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	120m	90	\$850.80	\$522.18	\$46,996.20	\$4,840.61	\$51,836.81
20248	AXON TASER - EVIDENCE.COM LICENSE	120m	90	\$756.00	\$464.00	\$41,760.00	\$4,301.28	\$46,061.28
100399	AXON TASER 10 - CARTRIDGE - LIVE		1800	\$22.00	\$13.50	\$24,300.00	\$2,502.90	\$26,802.90
100400	AXON TASER 10 - CARTRIDGE - HALT		720	\$22.00	\$13.50	\$9,720.00	\$1,001.16	\$10,721.16
100400	AXON TASER 10 - CARTRIDGE - HALT		720	\$22.00	\$13.50	\$9,720.00	\$1,001.16	\$10,721.16
100400	AXON TASER 10 - CARTRIDGE - HALT		720	\$22.00	\$13.50	\$9,720.00	\$1,001.16	\$10,721.16
100400	AXON TASER 10 - CARTRIDGE - HALT		720	\$22.00	\$13.50	\$9,720.00	\$1,001.16	\$10,721.16

Non-Binding Budgetary Estimate

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK		90	\$160.00	\$98.20	\$8,838.00	\$910.31	\$9,748.31
101180	AXON TASER - DATA SCIENCE PROGRAM	120m	90	\$145.20	\$89.12	\$8,020.80	\$826.14	\$8,846.94
100400	AXON TASER 10 - CARTRIDGE - HALT		540	\$22.00	\$13.50	\$7,290.00	\$750.87	\$8,040.87
20018	AXON TASER - BATTERY PACK - TACTICAL		90	\$110.00	\$67.51	\$6,075.90	\$625.82	\$6,701.72
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R		3	\$2,300.00	\$1,411.63	\$4,234.89	\$436.19	\$4,671.08
100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH		75	\$83.20	\$51.06	\$3,829.50	\$394.44	\$4,223.94
100399	AXON TASER 10 - CARTRIDGE - LIVE		270	\$22.00	\$13.50	\$3,645.00	\$375.43	\$4,020.43
100399	AXON TASER 10 - CARTRIDGE - LIVE		270	\$22.00	\$13.50	\$3,645.00	\$375.43	\$4,020.43
100399	AXON TASER 10 - CARTRIDGE - LIVE		270	\$22.00	\$13.50	\$3,645.00	\$375.43	\$4,020.43
100399	AXON TASER 10 - CARTRIDGE - LIVE		270	\$22.00	\$13.50	\$3,645.00	\$375.43	\$4,020.43
100396	AXON TASER 10 - MAGAZINE - INERT RED		30	\$160.00	\$98.20	\$2,946.00	\$303.44	\$3,249.44
20018	AXON TASER - BATTERY PACK - TACTICAL		16	\$110.00	\$67.51	\$1,080.16	\$111.25	\$1,191.41
74200	AXON TASER - DOCK - SIX BAY PLUS CORE		1	\$1,689.32	\$1,036.82	\$1,036.82	\$106.80	\$1,143.62
100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2		2	\$750.00	\$460.31	\$920.62	\$94.82	\$1,015.44
100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE		8	\$160.00	\$98.20	\$785.60	\$80.92	\$866.52
100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH		15	\$83.20	\$51.06	\$765.90	\$78.89	\$844.79
100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE		6	\$160.00	\$98.20	\$589.20	\$60.69	\$649.89
20248	AXON TASER - EVIDENCE.COM LICENSE	120m	1	\$756.00	\$464.00	\$464.00	\$47.79	\$511.79
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK		3	\$160.00	\$98.20	\$294.60	\$30.34	\$324.94
80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED		2	\$177.89	\$109.18	\$218.36	\$22.49	\$240.85
20018	AXON TASER - BATTERY PACK - TACTICAL		3	\$110.00	\$67.51	\$202.53	\$20.86	\$223.39
100401	AXON TASER 10 - CARTRIDGE - INERT		300	\$1.00	\$0.62	\$186.00	\$19.16	\$205.16
101193	AXON TASER - ON DEMAND CERTIFICATION	120m	1	\$290.40	\$178.23	\$178.23	\$0.00	\$178.23
80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN		2	\$88.97	\$54.61	\$109.22	\$11.25	\$120.47
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY		1	\$43.90	\$26.94	\$26.94	\$2.78	\$29.72
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA		1	\$11.77	\$7.22	\$7.22	\$0.75	\$7.97
100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	109m	4	\$805.51	\$494.38	\$1,977.52	\$203.69	\$2,181.21
101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	109m	4	\$1,228.43	\$753.95	\$3,015.80	\$310.63	\$3,326.43
101007	AXON VR - EXT WARRANTY - CONTROLLER	109m	4	\$1,155.40	\$709.13	\$2,836.52	\$292.16	\$3,128.68
100213	AXON VR - EXT WARRANTY - TABLET	109m	4	\$424.01	\$260.24	\$1,040.96	\$107.21	\$1,148.17
73746	AXON EVIDENCE - ECOM LICENSE - PRO	120m	90	\$5,816.40	\$3,569.84	\$321,285.60	\$33,092.42	\$354,378.02
100801	AXON RECORDS - OSP LICENSE	120m	90	\$5,670.00	\$3,479.98	\$313,198.20	\$32,259.41	\$345,457.61
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	120m	90	\$3,634.80	\$2,230.87	\$200,778.30	\$0.00	\$200,778.30
20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	120m	90	\$3,199.20	\$1,963.52	\$176,716.80	\$18,201.83	\$194,918.63
73680	AXON RESPOND PLUS - LICENSE	120m	90	\$2,878.80	\$1,766.87	\$159,018.30	\$16,378.89	\$175,397.19
73739	AXON PERFORMANCE - LICENSE	120m	90	\$1,454.40	\$892.65	\$80,338.50	\$8,274.87	\$88,613.37
73638	AXON STANDARDS - LICENSE	120m	90	\$1,454.40	\$892.65	\$80,338.50	\$8,274.87	\$88,613.37
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	120m	90	\$1,454.40	\$892.65	\$80,338.50	\$8,274.87	\$88,613.37
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	120m	90	\$1,454.40	\$892.65	\$80,338.50	\$8,274.87	\$88,613.37
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	120m	90	\$1,454.40	\$892.65	\$80,338.50	\$8,274.87	\$88,613.37
73618	AXON COMMUNITY REQUEST	120m	90	\$1,454.40	\$892.65	\$80,338.50	\$8,274.87	\$88,613.37
80464	AXON BODY - TAP WARRANTY - CAMERA	109m	90	\$1,338.52	\$821.52	\$73,936.80	\$7,615.49	\$81,552.29
73346	AXON BODY - TAP REFRESH 4 - CAMERA		93	\$1,006.00	\$617.44	\$57,421.92	\$5,914.45	\$63,336.37
73345	AXON BODY - TAP REFRESH 3 - CAMERA		93	\$991.00	\$608.23	\$56,565.39	\$5,826.24	\$62,391.63
73310	AXON BODY - TAP REFRESH 2 - CAMERA		93	\$963.00	\$591.05	\$54,967.65	\$5,661.68	\$60,629.33

Non-Binding Budgetary Estimate

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
73309	AXON BODY - TAP REFRESH 1 - CAMERA		93	\$918.00	\$563.42	\$52,398.06	\$5,396.99	\$57,795.05
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	120m	900	\$87.60	\$53.77	\$48,393.00	\$0.00	\$48,393.00
80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	109m	12	\$2,105.88	\$1,292.50	\$15,510.00	\$1,597.53	\$17,107.53
100681	AXON SIGNAL - SIDEARM SENSOR ONLY		90	\$269.00	\$165.10	\$14,859.00	\$1,530.49	\$16,389.49
73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY		12	\$1,890.00	\$1,159.99	\$13,919.88	\$1,433.75	\$15,353.63
73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY		12	\$1,862.00	\$1,142.81	\$13,713.72	\$1,412.51	\$15,126.23
73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY		12	\$1,810.00	\$1,110.90	\$13,330.80	\$1,373.07	\$14,703.87
73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY		12	\$1,724.00	\$1,058.11	\$12,697.32	\$1,307.83	\$14,005.15
20375	AXON VR - TAP REFRESH 3 - HEADSET		4	\$2,329.20	\$1,429.56	\$5,718.24	\$588.99	\$6,307.23
20374	AXON VR - TAP REFRESH 2 - HEADSET		4	\$2,244.00	\$1,377.26	\$5,509.04	\$567.44	\$6,076.48
101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER		4	\$2,218.00	\$1,361.30	\$5,445.20	\$560.86	\$6,006.06
20373	AXON VR - TAP REFRESH 1 - HEADSET		4	\$2,156.30	\$1,323.44	\$5,293.76	\$545.25	\$5,839.01
101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER		4	\$2,156.00	\$1,323.26	\$5,293.04	\$545.18	\$5,838.22
101014	AXON VR - TAP REFRESH 3 - CONTROLLER		4	\$2,086.00	\$1,280.29	\$5,121.16	\$527.49	\$5,648.65
101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER		4	\$2,054.00	\$1,260.65	\$5,042.60	\$519.39	\$5,561.99
101013	AXON VR - TAP REFRESH 2 - CONTROLLER		4	\$2,010.00	\$1,233.65	\$4,934.60	\$508.26	\$5,442.86
20378	AXON VR - HEADSET - HTC FOCUS 3		4	\$1,993.00	\$1,223.22	\$4,892.88	\$503.97	\$5,396.85
101012	AXON VR - TAP REFRESH 1 - CONTROLLER		4	\$1,931.00	\$1,185.16	\$4,740.64	\$488.28	\$5,228.92
100832	AXON VR - CONTROLLER - HANDGUN VR19H		4	\$1,900.00	\$1,166.14	\$4,664.56	\$480.44	\$5,145.00
100748	AXON VR - CONTROLLER - TASER 10		4	\$1,785.00	\$1,095.55	\$4,382.20	\$451.36	\$4,833.56
73746	AXON EVIDENCE - ECOM LICENSE - PRO	120m	1	\$5,816.40	\$3,569.84	\$3,569.84	\$367.70	\$3,937.54
101294	AXON VR - TABLET		4	\$1,395.00	\$856.18	\$3,424.72	\$352.75	\$3,777.47
100212	AXON VR - TAP REFRESH 3 - TABLET		4	\$1,294.00	\$794.20	\$3,176.80	\$327.22	\$3,504.02
100211	AXON VR - TAP REFRESH 2 - TABLET		4	\$1,246.70	\$765.17	\$3,060.68	\$315.25	\$3,375.93
100210	AXON VR - TAP REFRESH 1 - TABLET		4	\$1,198.00	\$735.28	\$2,941.12	\$302.94	\$3,244.06
80464	AXON BODY - TAP WARRANTY - CAMERA	109m	3	\$1,338.52	\$821.52	\$2,464.56	\$253.84	\$2,718.40
101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER		7	\$375.00	\$230.16	\$1,611.12	\$0.00	\$1,611.12
100126	AXON VR - TACTICAL BAG		4	\$138.00	\$84.70	\$338.80	\$34.89	\$373.69
101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH		3	\$100.00	\$61.38	\$184.14	\$18.96	\$203.10
101300	AXON VR - TABLET CASE		4	\$65.00	\$39.90	\$159.60	\$16.43	\$176.03
71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK		180	\$1.00	\$0.62	\$111.60	\$11.49	\$123.09
101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH		1	\$100.00	\$61.38	\$61.38	\$6.32	\$67.70
BUNDLE - FUSUS PRO								
101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	109m	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	109m	8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	109m	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	120m	1	\$1,211,655.60	\$1,164,661.36	\$1,164,661.36	\$119,960.12	\$1,284,621.48
101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION		1	\$22,000.00	\$21,146.73	\$21,146.73	\$0.00	\$21,146.73
101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE		2	\$5,000.00	\$4,806.07	\$9,612.14	\$990.05	\$10,602.19
101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE		8	\$600.00	\$576.73	\$4,613.84	\$475.22	\$5,089.06
101408	AXON RESPOND - FUSUSCORE - CAD		1	\$600.00	\$576.73	\$576.73	\$59.40	\$636.13
Individual Items								
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES		1	\$1.00	(\$108,767.93)	(\$108,767.93)	(\$11,203.10)	(\$119,971.03)

Non-Binding Budgetary Estimate

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
50448	AXON INTERVIEW - EXT WARRANTY	18m	2	\$490.86	\$490.86	\$981.72	\$101.11	\$1,082.83
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	120m	1	\$3,780.00	\$3,780.00	\$3,780.00	\$389.34	\$4,169.34
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	120m	2	\$4,419.60	\$4,419.60	\$8,839.20	\$910.44	\$9,749.64
101267	AXON VR - PSO - FULL INSTALLATION		1	\$12,000.00	\$12,000.00	\$12,000.00	\$1,236.00	\$13,236.00
100552	TRANSFER CREDIT - GOODS		1	\$1.00	\$21,930.14	\$21,930.14	\$2,258.80	\$24,188.94
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	120m	4	\$14,976.00	\$14,976.00	\$59,904.00	\$0.00	\$59,904.00
Total						\$4,141,510.67	\$392,378.42	\$4,533,889.09

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	84	1	03/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	6	1	03/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	03/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	99	1	03/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	99	1	03/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	03/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	11	1	03/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	03/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	11	1	03/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	12	1	03/01/2025
BUNDLE - FUSUS PRO	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	8	1	03/01/2025
BUNDLE - FUSUS PRO	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	2	1	03/01/2025
BUNDLE - FUSUS PRO	101408	AXON RESPOND - FUSUSCORE - CAD	1	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100126	AXON VR - TACTICAL BAG	4	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	90	2	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	2	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	90	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	180 0	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	540	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	75	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	15	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	90	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100748	AXON VR - CONTROLLER - TASER 10	4	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101294	AXON VR - TABLET	4	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101300	AXON VR - TABLET CASE	4	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	16	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	90	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	4	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	180	1	03/01/2025

Non-Binding Budgetary Estimate

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	720	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	720	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	09/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	1	09/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	1	09/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	09/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	93	1	09/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	1	09/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	720	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	1	03/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	720	1	03/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	4	1	03/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	1	03/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	1	03/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	1	03/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	93	1	03/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	1	03/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	90	1	09/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	4	1	09/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	1	09/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	1	09/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	1	09/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	93	1	09/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	12	1	09/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	93	1	03/01/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	12	1	03/01/2035

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	17	04/01/2025	03/31/2035
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	17	04/01/2025	03/31/2035
BUNDLE - FUSUS PRO	101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	1	04/01/2025	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100801	AXON RECORDS - OSP LICENSE	90	04/01/2025	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	90	04/01/2025	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	04/01/2025	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	90	04/01/2025	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	04/01/2025	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	90	04/01/2025	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73618	AXON COMMUNITY REQUEST	90	04/01/2025	03/31/2035

Non-Binding Budgetary Estimate

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73638	AXON STANDARDS - LICENSE	90	04/01/2025	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73680	AXON RESPOND PLUS - LICENSE	90	04/01/2025	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	04/01/2025	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	04/01/2025	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	90	04/01/2025	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73739	AXON PERFORMANCE - LICENSE	90	04/01/2025	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	04/01/2025	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	90	04/01/2025	03/31/2035
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	04/01/2025	03/31/2035
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	04/01/2025	03/31/2035
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	04/01/2025	03/31/2035
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	04/01/2025	03/31/2035
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	04/01/2025	03/31/2035

Services

Bundle	Item	Description	QTY
BUNDLE - FUSUS PRO	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	90
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	90
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	2	04/01/2025	09/30/2026
BUNDLE - FUSUS PRO	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	03/01/2026	03/31/2035
BUNDLE - FUSUS PRO	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	8	03/01/2026	03/31/2035
BUNDLE - FUSUS PRO	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	03/01/2026	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	03/01/2026	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100213	AXON VR - EXT WARRANTY - TABLET	4	03/01/2026	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	90	03/01/2026	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	03/01/2026	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	03/01/2026	03/31/2035

Non-Binding Budgetary Estimate

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	03/01/2026	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	90	03/01/2026	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	03/01/2026	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	16	03/01/2026	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	03/01/2026	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	90	03/01/2026	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	3	03/01/2026	03/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	03/01/2026	03/31/2035

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	8701 160th Ave NE	Redmond	WA	98052-7510	USA
2	8701 160th Ave NE	Redmond	WA	98052-7510	USA

Payment Details

Mar 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100126	AXON VR - TACTICAL BAG	4	\$28.98	\$2.98	\$31.96
Annual Payment 1	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	\$169.13	\$17.42	\$186.55
Annual Payment 1	100210	AXON VR - TAP REFRESH 1 - TABLET	4	\$251.55	\$25.91	\$277.46
Annual Payment 1	100211	AXON VR - TAP REFRESH 2 - TABLET	4	\$261.77	\$26.96	\$288.73
Annual Payment 1	100212	AXON VR - TAP REFRESH 3 - TABLET	4	\$271.70	\$27.99	\$299.69
Annual Payment 1	100213	AXON VR - EXT WARRANTY - TABLET	4	\$89.03	\$9.17	\$98.20
Annual Payment 1	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	\$362.20	\$37.31	\$399.51
Annual Payment 1	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	90	\$10,865.95	\$1,119.19	\$11,985.14
Annual Payment 1	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	\$25.20	\$2.59	\$27.79
Annual Payment 1	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	90	\$755.89	\$77.86	\$833.75
Annual Payment 1	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	\$67.19	\$6.92	\$74.11
Annual Payment 1	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	\$50.39	\$5.19	\$55.58
Annual Payment 1	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	\$251.96	\$25.95	\$277.91
Annual Payment 1	100399	AXON TASER 10 - CARTRIDGE - LIVE	1800	\$2,078.31	\$214.07	\$2,292.38
Annual Payment 1	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$311.75	\$32.11	\$343.86
Annual Payment 1	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$311.75	\$32.11	\$343.86
Annual Payment 1	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$311.75	\$32.11	\$343.86
Annual Payment 1	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$311.75	\$32.11	\$343.86
Annual Payment 1	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$831.32	\$85.63	\$916.95
Annual Payment 1	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$831.32	\$85.63	\$916.95
Annual Payment 1	100400	AXON TASER 10 - CARTRIDGE - HALT	540	\$623.49	\$64.22	\$687.71
Annual Payment 1	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$831.32	\$85.63	\$916.95
Annual Payment 1	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$831.32	\$85.63	\$916.95
Annual Payment 1	100401	AXON TASER 10 - CARTRIDGE - INERT	300	\$15.91	\$1.64	\$17.55
Annual Payment 1	100552	TRANSFER CREDIT - GOODS	1	\$1,875.62	\$193.19	\$2,068.81
Annual Payment 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$9,302.62)	(\$958.17)	(\$10,260.79)
Annual Payment 1	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	75	\$327.53	\$33.74	\$361.27
Annual Payment 1	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	15	\$65.51	\$6.75	\$72.26
Annual Payment 1	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	\$78.74	\$8.11	\$86.85
Annual Payment 1	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	90	\$1,270.85	\$130.90	\$1,401.75
Annual Payment 1	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	90	\$4,886.88	\$503.35	\$5,390.23
Annual Payment 1	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	\$162.90	\$16.78	\$179.68
Annual Payment 1	100748	AXON VR - CONTROLLER - TASER 10	4	\$374.80	\$38.60	\$413.40
Annual Payment 1	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY	90	\$4,019.45	\$414.00	\$4,433.45

Non-Binding Budgetary Estimate

Mar 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
		CARTRIDGE				
Annual Payment 1	100801	AXON RECORDS - OSP LICENSE	90	\$26,786.97	\$2,759.06	\$29,546.03
Annual Payment 1	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	\$398.95	\$41.09	\$440.04
Annual Payment 1	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	\$242.60	\$24.99	\$267.59
Annual Payment 1	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	\$257.93	\$26.57	\$284.50
Annual Payment 1	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	\$431.28	\$44.42	\$475.70
Annual Payment 1	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	\$452.70	\$46.63	\$499.33
Annual Payment 1	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	\$465.71	\$47.97	\$513.68
Annual Payment 1	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	\$405.45	\$41.76	\$447.21
Annual Payment 1	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	\$422.04	\$43.47	\$465.51
Annual Payment 1	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	\$438.00	\$45.11	\$483.11
Annual Payment 1	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	\$15.75	\$1.62	\$17.37
Annual Payment 1	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	\$5.25	\$0.54	\$5.79
Annual Payment 1	101180	AXON TASER - DATA SCIENCE PROGRAM	90	\$686.00	\$70.66	\$756.66
Annual Payment 1	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7	\$137.79	\$0.00	\$137.79
Annual Payment 1	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$15.24	\$0.00	\$15.24
Annual Payment 1	101294	AXON VR - TABLET	4	\$292.91	\$30.17	\$323.08
Annual Payment 1	101300	AXON VR - TABLET CASE	4	\$13.65	\$1.41	\$15.06
Annual Payment 1	101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	1	\$99,610.28	\$10,259.86	\$109,870.14
Annual Payment 1	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	8	\$394.61	\$40.64	\$435.25
Annual Payment 1	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	2	\$822.10	\$84.68	\$906.78
Annual Payment 1	101408	AXON RESPOND - FUSUSCORE - CAD	1	\$49.33	\$5.08	\$54.41
Annual Payment 1	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1	\$1,808.62	\$0.00	\$1,808.62
Annual Payment 1	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 1	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Annual Payment 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	90	\$6,871.13	\$707.73	\$7,578.86
Annual Payment 1	20018	AXON TASER - BATTERY PACK - TACTICAL	90	\$519.65	\$53.52	\$573.17
Annual Payment 1	20018	AXON TASER - BATTERY PACK - TACTICAL	16	\$92.38	\$9.51	\$101.89
Annual Payment 1	20018	AXON TASER - BATTERY PACK - TACTICAL	3	\$17.32	\$1.78	\$19.10
Annual Payment 1	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	90	\$23,546.12	\$2,425.25	\$25,971.37
Annual Payment 1	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$39.68	\$4.09	\$43.77
Annual Payment 1	20248	AXON TASER - EVIDENCE.COM LICENSE	90	\$3,571.62	\$367.88	\$3,939.50
Annual Payment 1	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	\$15,114.10	\$1,556.75	\$16,670.85
Annual Payment 1	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	\$452.76	\$46.63	\$499.39
Annual Payment 1	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	\$471.17	\$48.53	\$519.70
Annual Payment 1	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	\$489.07	\$50.37	\$539.44
Annual Payment 1	20378	AXON VR - HEADSET - HTC FOCUS 3	4	\$418.47	\$43.10	\$461.57
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$323.29	\$33.30	\$356.59
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$755.99	\$77.87	\$833.86
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$5,123.42	\$0.00	\$5,123.42
Annual Payment 1	50448	AXON INTERVIEW - EXT WARRANTY	2	\$83.96	\$8.65	\$92.61
Annual Payment 1	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$2.30	\$0.24	\$2.54
Annual Payment 1	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.62	\$0.06	\$0.68
Annual Payment 1	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	180	\$9.54	\$0.98	\$10.52
Annual Payment 1	73309	AXON BODY - TAP REFRESH 1 - CAMERA	93	\$4,481.46	\$461.59	\$4,943.05
Annual Payment 1	73310	AXON BODY - TAP REFRESH 2 - CAMERA	93	\$4,701.23	\$484.23	\$5,185.46

Non-Binding Budgetary Estimate

Mar 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73345	AXON BODY - TAP REFRESH 3 - CAMERA	93	\$4,837.88	\$498.30	\$5,336.18
Annual Payment 1	73346	AXON BODY - TAP REFRESH 4 - CAMERA	93	\$4,911.14	\$505.85	\$5,416.99
Annual Payment 1	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	12	\$1,172.90	\$120.81	\$1,293.71
Annual Payment 1	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	12	\$1,190.53	\$122.62	\$1,313.15
Annual Payment 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	90	\$6,871.13	\$707.73	\$7,578.86
Annual Payment 1	73618	AXON COMMUNITY REQUEST	90	\$6,871.13	\$707.73	\$7,578.86
Annual Payment 1	73638	AXON STANDARDS - LICENSE	90	\$6,871.13	\$707.73	\$7,578.86
Annual Payment 1	73680	AXON RESPOND PLUS - LICENSE	90	\$13,600.39	\$1,400.84	\$15,001.23
Annual Payment 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$6,871.13	\$707.73	\$7,578.86
Annual Payment 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	\$4,138.92	\$0.00	\$4,138.92
Annual Payment 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	17	\$0.00	\$0.00	\$0.00
Annual Payment 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	\$0.00	\$0.00	\$0.00
Annual Payment 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	90	\$17,172.01	\$0.00	\$17,172.01
Annual Payment 1	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	\$1,140.15	\$117.43	\$1,257.58
Annual Payment 1	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	\$1,085.97	\$111.86	\$1,197.83
Annual Payment 1	73739	AXON PERFORMANCE - LICENSE	90	\$6,871.13	\$707.73	\$7,578.86
Annual Payment 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	90	\$27,478.67	\$2,830.30	\$30,308.97
Annual Payment 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	\$3,942.74	\$406.10	\$4,348.84
Annual Payment 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$305.32	\$31.45	\$336.77
Annual Payment 1	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	17	\$3,142.30	\$323.66	\$3,465.96
Annual Payment 1	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$88.68	\$9.13	\$97.81
Annual Payment 1	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$18.68	\$1.92	\$20.60
Annual Payment 1	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	\$9.34	\$0.96	\$10.30
Annual Payment 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	90	\$303.82	\$31.29	\$335.11
Annual Payment 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	\$10.13	\$1.04	\$11.17
Annual Payment 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	16	\$54.01	\$5.56	\$59.57
Annual Payment 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$50.58	\$5.21	\$55.79
Annual Payment 1	80464	AXON BODY - TAP WARRANTY - CAMERA	3	\$210.79	\$21.71	\$232.50
Annual Payment 1	80464	AXON BODY - TAP WARRANTY - CAMERA	90	\$6,323.61	\$651.33	\$6,974.94
Annual Payment 1	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	\$1,326.53	\$136.63	\$1,463.16
Annual Payment 1	B00023	BUNDLE - UNLIMITED PLUS 10YR	90	\$0.00	\$0.00	\$0.00
Annual Payment 1	C00011	BUNDLE - TASER 10 CERTIFICATION 10YR	90	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	84	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	6	\$5,094.00	\$524.68	\$5,618.68
Upfront Hardware + PSO	100206	AXON BODY 4 - 8 BAY DOCK	1	\$1,595.00	\$164.28	\$1,759.28
Upfront Hardware + PSO	100206	AXON BODY 4 - 8 BAY DOCK	11	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	99	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$1,236.00	\$13,236.00
Upfront Hardware + PSO	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$43.90	\$4.51	\$48.41
Upfront Hardware + PSO	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	11	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	12	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	99	\$0.00	\$0.00	\$0.00
Total				\$371,342.67	\$35,323.49	\$406,666.16

Non-Binding Budgetary Estimate

Mar 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100126	AXON VR - TACTICAL BAG	4	\$24.74	\$2.55	\$27.29
Annual Payment 2	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	\$144.38	\$14.87	\$159.25
Annual Payment 2	100210	AXON VR - TAP REFRESH 1 - TABLET	4	\$214.73	\$22.12	\$236.85
Annual Payment 2	100211	AXON VR - TAP REFRESH 2 - TABLET	4	\$223.46	\$23.02	\$246.48
Annual Payment 2	100212	AXON VR - TAP REFRESH 3 - TABLET	4	\$231.94	\$23.89	\$255.83
Annual Payment 2	100213	AXON VR - EXT WARRANTY - TABLET	4	\$76.00	\$7.83	\$83.83
Annual Payment 2	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	\$309.19	\$31.85	\$341.04
Annual Payment 2	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	90	\$9,275.56	\$955.38	\$10,230.94
Annual Payment 2	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	\$21.51	\$2.22	\$23.73
Annual Payment 2	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	90	\$645.25	\$66.46	\$711.71
Annual Payment 2	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	\$57.36	\$5.91	\$63.27
Annual Payment 2	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	\$43.02	\$4.43	\$47.45
Annual Payment 2	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	\$215.08	\$22.15	\$237.23
Annual Payment 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$266.12	\$27.41	\$293.53
Annual Payment 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$266.12	\$27.41	\$293.53
Annual Payment 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$266.12	\$27.41	\$293.53
Annual Payment 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$266.12	\$27.41	\$293.53
Annual Payment 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	1800	\$1,774.12	\$182.73	\$1,956.85
Annual Payment 2	100400	AXON TASER 10 - CARTRIDGE - HALT	540	\$532.24	\$54.82	\$587.06
Annual Payment 2	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$709.65	\$73.09	\$782.74
Annual Payment 2	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$709.65	\$73.09	\$782.74
Annual Payment 2	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$709.65	\$73.09	\$782.74
Annual Payment 2	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$709.65	\$73.09	\$782.74
Annual Payment 2	100401	AXON TASER 10 - CARTRIDGE - INERT	300	\$13.58	\$1.40	\$14.98
Annual Payment 2	100552	TRANSFER CREDIT - GOODS	1	\$1,601.10	\$164.91	\$1,766.01
Annual Payment 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$7,941.04)	(\$817.93)	(\$8,758.97)
Annual Payment 2	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	75	\$279.59	\$28.80	\$308.39
Annual Payment 2	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	15	\$55.92	\$5.76	\$61.68
Annual Payment 2	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	\$67.21	\$6.92	\$74.13
Annual Payment 2	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	90	\$1,084.84	\$111.74	\$1,196.58
Annual Payment 2	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	90	\$4,171.61	\$429.68	\$4,601.29
Annual Payment 2	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	\$139.05	\$14.32	\$153.37
Annual Payment 2	100748	AXON VR - CONTROLLER - TASER 10	4	\$319.94	\$32.95	\$352.89
Annual Payment 2	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	90	\$3,431.15	\$353.41	\$3,784.56
Annual Payment 2	100801	AXON RECORDS - OSP LICENSE	90	\$22,866.30	\$2,355.23	\$25,221.53
Annual Payment 2	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	\$340.55	\$35.08	\$375.63
Annual Payment 2	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	\$207.09	\$21.33	\$228.42
Annual Payment 2	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	\$220.18	\$22.68	\$242.86
Annual Payment 2	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	\$368.16	\$37.92	\$406.08
Annual Payment 2	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	\$386.44	\$39.80	\$426.24
Annual Payment 2	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	\$397.55	\$40.95	\$438.50
Annual Payment 2	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	\$346.11	\$35.65	\$381.76
Annual Payment 2	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	\$360.27	\$37.11	\$397.38
Annual Payment 2	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	\$373.89	\$38.51	\$412.40
Annual Payment 2	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	\$13.44	\$1.38	\$14.82
Annual Payment 2	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	\$4.48	\$0.46	\$4.94

Non-Binding Budgetary Estimate

Mar 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101180	AXON TASER - DATA SCIENCE PROGRAM	90	\$585.59	\$60.32	\$645.91
Annual Payment 2	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7	\$117.63	\$0.00	\$117.63
Annual Payment 2	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$13.01	\$0.00	\$13.01
Annual Payment 2	101294	AXON VR - TABLET	4	\$250.04	\$25.75	\$275.79
Annual Payment 2	101300	AXON VR - TABLET CASE	4	\$11.65	\$1.20	\$12.85
Annual Payment 2	101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	1	\$85,030.72	\$8,758.17	\$93,788.89
Annual Payment 2	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	8	\$336.85	\$34.70	\$371.55
Annual Payment 2	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 4TB HDD STORAGE	2	\$701.77	\$72.28	\$774.05
Annual Payment 2	101408	AXON RESPOND - FUSUSCORE - CAD	1	\$42.11	\$4.34	\$46.45
Annual Payment 2	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1	\$1,543.90	\$0.00	\$1,543.90
Annual Payment 2	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 2	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Annual Payment 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	90	\$5,865.44	\$604.14	\$6,469.58
Annual Payment 2	20018	AXON TASER - BATTERY PACK - TACTICAL	90	\$443.60	\$45.69	\$489.29
Annual Payment 2	20018	AXON TASER - BATTERY PACK - TACTICAL	16	\$78.86	\$8.12	\$86.98
Annual Payment 2	20018	AXON TASER - BATTERY PACK - TACTICAL	3	\$14.79	\$1.52	\$16.31
Annual Payment 2	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	90	\$20,099.79	\$2,070.28	\$22,170.07
Annual Payment 2	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$33.88	\$3.49	\$37.37
Annual Payment 2	20248	AXON TASER - EVIDENCE.COM LICENSE	90	\$3,048.86	\$314.03	\$3,362.89
Annual Payment 2	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	\$12,901.92	\$1,328.90	\$14,230.82
Annual Payment 2	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	\$386.49	\$39.81	\$426.30
Annual Payment 2	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	\$402.21	\$41.43	\$443.64
Annual Payment 2	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	\$417.48	\$43.00	\$460.48
Annual Payment 2	20378	AXON VR - HEADSET - HTC FOCUS 3	4	\$357.22	\$36.79	\$394.01
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$275.97	\$28.43	\$304.40
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$645.34	\$66.47	\$711.81
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$4,373.53	\$0.00	\$4,373.53
Annual Payment 2	50448	AXON INTERVIEW - EXT WARRANTY	2	\$71.67	\$7.38	\$79.05
Annual Payment 2	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$1.97	\$0.20	\$2.17
Annual Payment 2	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.53	\$0.05	\$0.58
Annual Payment 2	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	180	\$8.15	\$0.84	\$8.99
Annual Payment 2	73309	AXON BODY - TAP REFRESH 1 - CAMERA	93	\$3,825.53	\$394.03	\$4,219.56
Annual Payment 2	73310	AXON BODY - TAP REFRESH 2 - CAMERA	93	\$4,013.13	\$413.35	\$4,426.48
Annual Payment 2	73345	AXON BODY - TAP REFRESH 3 - CAMERA	93	\$4,129.78	\$425.37	\$4,555.15
Annual Payment 2	73346	AXON BODY - TAP REFRESH 4 - CAMERA	93	\$4,192.32	\$431.81	\$4,624.13
Annual Payment 2	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	12	\$1,001.23	\$103.13	\$1,104.36
Annual Payment 2	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	12	\$1,016.28	\$104.68	\$1,120.96
Annual Payment 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	90	\$5,865.44	\$604.14	\$6,469.58
Annual Payment 2	73618	AXON COMMUNITY REQUEST	90	\$5,865.44	\$604.14	\$6,469.58
Annual Payment 2	73638	AXON STANDARDS - LICENSE	90	\$5,865.44	\$604.14	\$6,469.58
Annual Payment 2	73680	AXON RESPOND PLUS - LICENSE	90	\$11,609.77	\$1,195.81	\$12,805.58
Annual Payment 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$5,865.44	\$604.14	\$6,469.58
Annual Payment 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	\$0.00	\$0.00	\$0.00
Annual Payment 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	\$3,533.13	\$0.00	\$3,533.13
Annual Payment 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	17	\$0.00	\$0.00	\$0.00
Annual Payment 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	90	\$14,658.63	\$0.00	\$14,658.63

Non-Binding Budgetary Estimate

Mar 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	\$973.27	\$100.25	\$1,073.52
Annual Payment 2	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	\$927.02	\$95.48	\$1,022.50
Annual Payment 2	73739	AXON PERFORMANCE - LICENSE	90	\$5,865.44	\$604.14	\$6,469.58
Annual Payment 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	\$3,365.66	\$346.66	\$3,712.32
Annual Payment 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$260.63	\$26.85	\$287.48
Annual Payment 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	90	\$23,456.75	\$2,416.05	\$25,872.80
Annual Payment 2	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	17	\$2,682.38	\$276.29	\$2,958.67
Annual Payment 2	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$75.70	\$7.80	\$83.50
Annual Payment 2	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$15.94	\$1.64	\$17.58
Annual Payment 2	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	\$7.97	\$0.82	\$8.79
Annual Payment 2	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	16	\$46.11	\$4.75	\$50.86
Annual Payment 2	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	90	\$259.35	\$26.71	\$286.06
Annual Payment 2	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	\$8.64	\$0.89	\$9.53
Annual Payment 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$43.18	\$4.45	\$47.63
Annual Payment 2	80464	AXON BODY - TAP WARRANTY - CAMERA	3	\$179.94	\$18.53	\$198.47
Annual Payment 2	80464	AXON BODY - TAP WARRANTY - CAMERA	90	\$5,398.05	\$556.00	\$5,954.05
Annual Payment 2	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	\$1,132.37	\$116.63	\$1,249.00
Annual Payment 2	B00023	BUNDLE - UNLIMITED PLUS 10YR	90	\$0.00	\$0.00	\$0.00
Annual Payment 2	C00011	BUNDLE - TASER 10 CERTIFICATION 10YR	90	\$0.00	\$0.00	\$0.00
Total				\$301,000.00	\$28,506.30	\$329,506.30

Mar 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100126	AXON VR - TACTICAL BAG	4	\$35.64	\$3.67	\$39.31
Annual Payment 3	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	\$208.00	\$21.42	\$229.42
Annual Payment 3	100210	AXON VR - TAP REFRESH 1 - TABLET	4	\$309.36	\$31.86	\$341.22
Annual Payment 3	100211	AXON VR - TAP REFRESH 2 - TABLET	4	\$321.93	\$33.16	\$355.09
Annual Payment 3	100212	AXON VR - TAP REFRESH 3 - TABLET	4	\$334.15	\$34.42	\$368.57
Annual Payment 3	100213	AXON VR - EXT WARRANTY - TABLET	4	\$109.49	\$11.28	\$120.77
Annual Payment 3	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	90	\$13,363.15	\$1,376.40	\$14,739.55
Annual Payment 3	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	\$445.44	\$45.88	\$491.32
Annual Payment 3	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	90	\$929.61	\$95.75	\$1,025.36
Annual Payment 3	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	\$30.99	\$3.19	\$34.18
Annual Payment 3	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	\$82.63	\$8.51	\$91.14
Annual Payment 3	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	\$61.97	\$6.38	\$68.35
Annual Payment 3	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	\$309.87	\$31.92	\$341.79
Annual Payment 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	1800	\$2,555.95	\$263.26	\$2,819.21
Annual Payment 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 3	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 3	100400	AXON TASER 10 - CARTRIDGE - HALT	540	\$766.78	\$78.98	\$845.76
Annual Payment 3	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 3	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 3	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68

Non-Binding Budgetary Estimate

Mar 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100401	AXON TASER 10 - CARTRIDGE - INERT	300	\$19.56	\$2.02	\$21.58
Annual Payment 3	100552	TRANSFER CREDIT - GOODS	1	\$2,306.68	\$237.59	\$2,544.27
Annual Payment 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$11,440.53)	(\$1,178.38)	(\$12,618.91)
Annual Payment 3	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	75	\$402.80	\$41.49	\$444.29
Annual Payment 3	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	15	\$80.56	\$8.30	\$88.86
Annual Payment 3	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	\$96.83	\$9.97	\$106.80
Annual Payment 3	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	90	\$1,562.91	\$160.98	\$1,723.89
Annual Payment 3	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	\$200.33	\$20.63	\$220.96
Annual Payment 3	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	90	\$6,009.98	\$619.03	\$6,629.01
Annual Payment 3	100748	AXON VR - CONTROLLER - TASER 10	4	\$460.93	\$47.48	\$508.41
Annual Payment 3	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	90	\$4,943.20	\$509.15	\$5,452.35
Annual Payment 3	100801	AXON RECORDS - OSP LICENSE	90	\$32,943.12	\$3,393.14	\$36,336.26
Annual Payment 3	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	\$490.63	\$50.53	\$541.16
Annual Payment 3	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	\$298.35	\$30.73	\$329.08
Annual Payment 3	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	\$317.21	\$32.67	\$349.88
Annual Payment 3	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	\$530.40	\$54.63	\$585.03
Annual Payment 3	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	\$556.74	\$57.34	\$614.08
Annual Payment 3	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	\$572.74	\$58.99	\$631.73
Annual Payment 3	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	\$498.63	\$51.36	\$549.99
Annual Payment 3	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	\$519.04	\$53.46	\$572.50
Annual Payment 3	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	\$538.66	\$55.48	\$594.14
Annual Payment 3	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	\$19.37	\$1.99	\$21.36
Annual Payment 3	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	\$6.46	\$0.66	\$7.12
Annual Payment 3	101180	AXON TASER - DATA SCIENCE PROGRAM	90	\$843.65	\$86.90	\$930.55
Annual Payment 3	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7	\$169.46	\$0.00	\$169.46
Annual Payment 3	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$18.75	\$0.00	\$18.75
Annual Payment 3	101294	AXON VR - TABLET	4	\$360.22	\$37.10	\$397.32
Annual Payment 3	101300	AXON VR - TABLET CASE	4	\$16.79	\$1.73	\$18.52
Annual Payment 3	101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	1	\$122,502.55	\$12,617.76	\$135,120.31
Annual Payment 3	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	8	\$485.30	\$49.99	\$535.29
Annual Payment 3	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	2	\$1,011.03	\$104.14	\$1,115.17
Annual Payment 3	101408	AXON RESPOND - FUSUSCORE - CAD	1	\$60.66	\$6.25	\$66.91
Annual Payment 3	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1	\$2,224.28	\$0.00	\$2,224.28
Annual Payment 3	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 3	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Annual Payment 3	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 3	20018	AXON TASER - BATTERY PACK - TACTICAL	90	\$639.08	\$65.83	\$704.91
Annual Payment 3	20018	AXON TASER - BATTERY PACK - TACTICAL	16	\$113.61	\$11.70	\$125.31
Annual Payment 3	20018	AXON TASER - BATTERY PACK - TACTICAL	3	\$21.30	\$2.19	\$23.49
Annual Payment 3	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	90	\$28,957.45	\$2,982.62	\$31,940.07
Annual Payment 3	20248	AXON TASER - EVIDENCE.COM LICENSE	90	\$4,392.44	\$452.42	\$4,844.86
Annual Payment 3	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$48.80	\$5.03	\$53.83
Annual Payment 3	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	\$18,587.60	\$1,914.52	\$20,502.12
Annual Payment 3	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	\$556.81	\$57.35	\$614.16
Annual Payment 3	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	\$579.46	\$59.69	\$639.15

Non-Binding Budgetary Estimate

Mar 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	\$601.46	\$61.95	\$663.41
Annual Payment 3	20378	AXON VR - HEADSET - HTC FOCUS 3	4	\$514.65	\$53.01	\$567.66
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$397.59	\$40.95	\$438.54
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$929.73	\$95.76	\$1,025.49
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$6,300.88	\$0.00	\$6,300.88
Annual Payment 3	50448	AXON INTERVIEW - EXT WARRANTY	2	\$103.26	\$10.64	\$113.90
Annual Payment 3	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$2.83	\$0.29	\$3.12
Annual Payment 3	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.76	\$0.08	\$0.84
Annual Payment 3	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	180	\$11.74	\$1.21	\$12.95
Annual Payment 3	73309	AXON BODY - TAP REFRESH 1 - CAMERA	93	\$5,511.38	\$567.67	\$6,079.05
Annual Payment 3	73310	AXON BODY - TAP REFRESH 2 - CAMERA	93	\$5,781.66	\$595.51	\$6,377.17
Annual Payment 3	73345	AXON BODY - TAP REFRESH 3 - CAMERA	93	\$5,949.72	\$612.82	\$6,562.54
Annual Payment 3	73346	AXON BODY - TAP REFRESH 4 - CAMERA	93	\$6,039.81	\$622.10	\$6,661.91
Annual Payment 3	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	12	\$1,442.45	\$148.57	\$1,591.02
Annual Payment 3	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	12	\$1,464.13	\$150.81	\$1,614.94
Annual Payment 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 3	73618	AXON COMMUNITY REQUEST	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 3	73638	AXON STANDARDS - LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 3	73680	AXON RESPOND PLUS - LICENSE	90	\$16,726.02	\$1,722.78	\$18,448.80
Annual Payment 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	\$5,090.12	\$0.00	\$5,090.12
Annual Payment 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	\$0.00	\$0.00	\$0.00
Annual Payment 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	17	\$0.00	\$0.00	\$0.00
Annual Payment 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	90	\$21,118.46	\$0.00	\$21,118.46
Annual Payment 3	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	\$1,402.17	\$144.42	\$1,546.59
Annual Payment 3	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	\$1,335.54	\$137.56	\$1,473.10
Annual Payment 3	73739	AXON PERFORMANCE - LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$375.49	\$38.68	\$414.17
Annual Payment 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	\$4,848.85	\$499.43	\$5,348.28
Annual Payment 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	90	\$33,793.77	\$3,480.76	\$37,274.53
Annual Payment 3	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	17	\$3,864.46	\$398.04	\$4,262.50
Annual Payment 3	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$109.06	\$11.23	\$120.29
Annual Payment 3	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$22.97	\$2.37	\$25.34
Annual Payment 3	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	\$11.49	\$1.18	\$12.67
Annual Payment 3	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	90	\$373.64	\$38.48	\$412.12
Annual Payment 3	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	\$12.45	\$1.28	\$13.73
Annual Payment 3	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	16	\$66.43	\$6.84	\$73.27
Annual Payment 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$62.20	\$6.41	\$68.61
Annual Payment 3	80464	AXON BODY - TAP WARRANTY - CAMERA	90	\$7,776.89	\$801.02	\$8,577.91
Annual Payment 3	80464	AXON BODY - TAP WARRANTY - CAMERA	3	\$259.23	\$26.70	\$285.93
Annual Payment 3	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	\$1,631.39	\$168.03	\$1,799.42
Annual Payment 3	B00023	BUNDLE - UNLIMITED PLUS 10YR	90	\$0.00	\$0.00	\$0.00
Annual Payment 3	C00011	BUNDLE - TASER 10 CERTIFICATION 10YR	90	\$0.00	\$0.00	\$0.00
Total				\$433,646.00	\$41,068.56	\$474,714.56

Non-Binding Budgetary Estimate

Mar 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100126	AXON VR - TACTICAL BAG	4	\$35.64	\$3.67	\$39.31
Annual Payment 4	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	\$208.00	\$21.42	\$229.42
Annual Payment 4	100210	AXON VR - TAP REFRESH 1 - TABLET	4	\$309.36	\$31.86	\$341.22
Annual Payment 4	100211	AXON VR - TAP REFRESH 2 - TABLET	4	\$321.93	\$33.16	\$355.09
Annual Payment 4	100212	AXON VR - TAP REFRESH 3 - TABLET	4	\$334.15	\$34.42	\$368.57
Annual Payment 4	100213	AXON VR - EXT WARRANTY - TABLET	4	\$109.49	\$11.28	\$120.77
Annual Payment 4	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	\$445.44	\$45.88	\$491.32
Annual Payment 4	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	90	\$13,363.15	\$1,376.40	\$14,739.55
Annual Payment 4	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	90	\$929.61	\$95.75	\$1,025.36
Annual Payment 4	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	\$30.99	\$3.19	\$34.18
Annual Payment 4	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	\$82.63	\$8.51	\$91.14
Annual Payment 4	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	\$61.97	\$6.38	\$68.35
Annual Payment 4	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	\$309.87	\$31.92	\$341.79
Annual Payment 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	1800	\$2,555.95	\$263.26	\$2,819.21
Annual Payment 4	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 4	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 4	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 4	100400	AXON TASER 10 - CARTRIDGE - HALT	540	\$766.78	\$78.98	\$845.76
Annual Payment 4	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 4	100401	AXON TASER 10 - CARTRIDGE - INERT	300	\$19.56	\$2.02	\$21.58
Annual Payment 4	100552	TRANSFER CREDIT - GOODS	1	\$2,306.68	\$237.59	\$2,544.27
Annual Payment 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$11,440.53)	(\$1,178.38)	(\$12,618.91)
Annual Payment 4	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	75	\$402.80	\$41.49	\$444.29
Annual Payment 4	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	15	\$80.56	\$8.30	\$88.86
Annual Payment 4	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	\$96.83	\$9.97	\$106.80
Annual Payment 4	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	90	\$1,562.91	\$160.98	\$1,723.89
Annual Payment 4	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	\$200.33	\$20.63	\$220.96
Annual Payment 4	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	90	\$6,009.98	\$619.03	\$6,629.01
Annual Payment 4	100748	AXON VR - CONTROLLER - TASER 10	4	\$460.93	\$47.48	\$508.41
Annual Payment 4	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	90	\$4,943.20	\$509.15	\$5,452.35
Annual Payment 4	100801	AXON RECORDS - OSP LICENSE	90	\$32,943.12	\$3,393.14	\$36,336.26
Annual Payment 4	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	\$490.63	\$50.53	\$541.16
Annual Payment 4	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	\$298.35	\$30.73	\$329.08
Annual Payment 4	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	\$317.21	\$32.67	\$349.88
Annual Payment 4	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	\$530.40	\$54.63	\$585.03
Annual Payment 4	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	\$556.74	\$57.34	\$614.08
Annual Payment 4	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	\$572.74	\$58.99	\$631.73
Annual Payment 4	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	\$498.63	\$51.36	\$549.99
Annual Payment 4	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	\$519.04	\$53.46	\$572.50
Annual Payment 4	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	\$538.66	\$55.48	\$594.14
Annual Payment 4	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	\$19.37	\$1.99	\$21.36
Annual Payment 4	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	\$6.46	\$0.66	\$7.12

Non-Binding Budgetary Estimate

Mar 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101180	AXON TASER - DATA SCIENCE PROGRAM	90	\$843.65	\$86.90	\$930.55
Annual Payment 4	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7	\$169.46	\$0.00	\$169.46
Annual Payment 4	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$18.75	\$0.00	\$18.75
Annual Payment 4	101294	AXON VR - TABLET	4	\$360.22	\$37.10	\$397.32
Annual Payment 4	101300	AXON VR - TABLET CASE	4	\$16.79	\$1.73	\$18.52
Annual Payment 4	101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	1	\$122,502.55	\$12,617.76	\$135,120.31
Annual Payment 4	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	8	\$485.30	\$49.99	\$535.29
Annual Payment 4	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	2	\$1,011.03	\$104.14	\$1,115.17
Annual Payment 4	101408	AXON RESPOND - FUSUSCORE - CAD	1	\$60.66	\$6.25	\$66.91
Annual Payment 4	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1	\$2,224.28	\$0.00	\$2,224.28
Annual Payment 4	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Annual Payment 4	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 4	20018	AXON TASER - BATTERY PACK - TACTICAL	16	\$113.61	\$11.70	\$125.31
Annual Payment 4	20018	AXON TASER - BATTERY PACK - TACTICAL	3	\$21.30	\$2.19	\$23.49
Annual Payment 4	20018	AXON TASER - BATTERY PACK - TACTICAL	90	\$639.08	\$65.83	\$704.91
Annual Payment 4	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	90	\$28,957.45	\$2,982.62	\$31,940.07
Annual Payment 4	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$48.80	\$5.03	\$53.83
Annual Payment 4	20248	AXON TASER - EVIDENCE.COM LICENSE	90	\$4,392.44	\$452.42	\$4,844.86
Annual Payment 4	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	\$18,587.60	\$1,914.52	\$20,502.12
Annual Payment 4	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	\$556.81	\$57.35	\$614.16
Annual Payment 4	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	\$579.46	\$59.69	\$639.15
Annual Payment 4	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	\$601.46	\$61.95	\$663.41
Annual Payment 4	20378	AXON VR - HEADSET - HTC FOCUS 3	4	\$514.65	\$53.01	\$567.66
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$397.59	\$40.95	\$438.54
Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$929.73	\$95.76	\$1,025.49
Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$6,300.88	\$0.00	\$6,300.88
Annual Payment 4	50448	AXON INTERVIEW - EXT WARRANTY	2	\$103.26	\$10.64	\$113.90
Annual Payment 4	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$2.83	\$0.29	\$3.12
Annual Payment 4	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.76	\$0.08	\$0.84
Annual Payment 4	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	180	\$11.74	\$1.21	\$12.95
Annual Payment 4	73309	AXON BODY - TAP REFRESH 1 - CAMERA	93	\$5,511.38	\$567.67	\$6,079.05
Annual Payment 4	73310	AXON BODY - TAP REFRESH 2 - CAMERA	93	\$5,781.66	\$595.51	\$6,377.17
Annual Payment 4	73345	AXON BODY - TAP REFRESH 3 - CAMERA	93	\$5,949.72	\$612.82	\$6,562.54
Annual Payment 4	73346	AXON BODY - TAP REFRESH 4 - CAMERA	93	\$6,039.81	\$622.10	\$6,661.91
Annual Payment 4	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	12	\$1,442.45	\$148.57	\$1,591.02
Annual Payment 4	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	12	\$1,464.13	\$150.81	\$1,614.94
Annual Payment 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 4	73618	AXON COMMUNITY REQUEST	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 4	73638	AXON STANDARDS - LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 4	73680	AXON RESPOND PLUS - LICENSE	90	\$16,726.02	\$1,722.78	\$18,448.80
Annual Payment 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	17	\$0.00	\$0.00	\$0.00
Annual Payment 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	\$0.00	\$0.00	\$0.00
Annual Payment 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	\$5,090.12	\$0.00	\$5,090.12
Annual Payment 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	90	\$21,118.46	\$0.00	\$21,118.46

Non-Binding Budgetary Estimate

Mar 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	\$1,402.17	\$144.42	\$1,546.59
Annual Payment 4	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	\$1,335.54	\$137.56	\$1,473.10
Annual Payment 4	73739	AXON PERFORMANCE - LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	\$4,848.85	\$499.43	\$5,348.28
Annual Payment 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$375.49	\$38.68	\$414.17
Annual Payment 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	90	\$33,793.77	\$3,480.76	\$37,274.53
Annual Payment 4	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	17	\$3,864.46	\$398.04	\$4,262.50
Annual Payment 4	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$109.06	\$11.23	\$120.29
Annual Payment 4	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$22.97	\$2.37	\$25.34
Annual Payment 4	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	\$11.49	\$1.18	\$12.67
Annual Payment 4	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	16	\$66.43	\$6.84	\$73.27
Annual Payment 4	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	90	\$373.64	\$38.48	\$412.12
Annual Payment 4	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	\$12.45	\$1.28	\$13.73
Annual Payment 4	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$62.20	\$6.41	\$68.61
Annual Payment 4	80464	AXON BODY - TAP WARRANTY - CAMERA	90	\$7,776.89	\$801.02	\$8,577.91
Annual Payment 4	80464	AXON BODY - TAP WARRANTY - CAMERA	3	\$259.23	\$26.70	\$285.93
Annual Payment 4	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	\$1,631.39	\$168.03	\$1,799.42
Annual Payment 4	B00023	BUNDLE - UNLIMITED PLUS 10YR	90	\$0.00	\$0.00	\$0.00
Annual Payment 4	C00011	BUNDLE - TASER 10 CERTIFICATION 10YR	90	\$0.00	\$0.00	\$0.00
Total				\$433,646.00	\$41,068.56	\$474,714.56

Mar 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100126	AXON VR - TACTICAL BAG	4	\$35.64	\$3.67	\$39.31
Annual Payment 5	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	\$208.00	\$21.42	\$229.42
Annual Payment 5	100210	AXON VR - TAP REFRESH 1 - TABLET	4	\$309.36	\$31.86	\$341.22
Annual Payment 5	100211	AXON VR - TAP REFRESH 2 - TABLET	4	\$321.93	\$33.16	\$355.09
Annual Payment 5	100212	AXON VR - TAP REFRESH 3 - TABLET	4	\$334.15	\$34.42	\$368.57
Annual Payment 5	100213	AXON VR - EXT WARRANTY - TABLET	4	\$109.49	\$11.28	\$120.77
Annual Payment 5	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	90	\$13,363.15	\$1,376.40	\$14,739.55
Annual Payment 5	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	\$445.44	\$45.88	\$491.32
Annual Payment 5	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	\$30.99	\$3.19	\$34.18
Annual Payment 5	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	90	\$929.61	\$95.75	\$1,025.36
Annual Payment 5	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	\$82.63	\$8.51	\$91.14
Annual Payment 5	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	\$61.97	\$6.38	\$68.35
Annual Payment 5	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	\$309.87	\$31.92	\$341.79
Annual Payment 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	1800	\$2,555.95	\$263.26	\$2,819.21
Annual Payment 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 5	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 5	100400	AXON TASER 10 - CARTRIDGE - HALT	540	\$766.78	\$78.98	\$845.76
Annual Payment 5	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 5	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 5	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68

Non-Binding Budgetary Estimate

Mar 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100401	AXON TASER 10 - CARTRIDGE - INERT	300	\$19.56	\$2.02	\$21.58
Annual Payment 5	100552	TRANSFER CREDIT - GOODS	1	\$2,306.68	\$237.59	\$2,544.27
Annual Payment 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$11,440.53)	(\$1,178.38)	(\$12,618.91)
Annual Payment 5	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	75	\$402.80	\$41.49	\$444.29
Annual Payment 5	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	15	\$80.56	\$8.30	\$88.86
Annual Payment 5	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	\$96.83	\$9.97	\$106.80
Annual Payment 5	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	90	\$1,562.91	\$160.98	\$1,723.89
Annual Payment 5	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	\$200.33	\$20.63	\$220.96
Annual Payment 5	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	90	\$6,009.98	\$619.03	\$6,629.01
Annual Payment 5	100748	AXON VR - CONTROLLER - TASER 10	4	\$460.93	\$47.48	\$508.41
Annual Payment 5	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	90	\$4,943.20	\$509.15	\$5,452.35
Annual Payment 5	100801	AXON RECORDS - OSP LICENSE	90	\$32,943.12	\$3,393.14	\$36,336.26
Annual Payment 5	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	\$490.63	\$50.53	\$541.16
Annual Payment 5	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	\$298.35	\$30.73	\$329.08
Annual Payment 5	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	\$317.21	\$32.67	\$349.88
Annual Payment 5	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	\$530.40	\$54.63	\$585.03
Annual Payment 5	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	\$556.74	\$57.34	\$614.08
Annual Payment 5	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	\$572.74	\$58.99	\$631.73
Annual Payment 5	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	\$498.63	\$51.36	\$549.99
Annual Payment 5	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	\$519.04	\$53.46	\$572.50
Annual Payment 5	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	\$538.66	\$55.48	\$594.14
Annual Payment 5	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	\$19.37	\$1.99	\$21.36
Annual Payment 5	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	\$6.46	\$0.66	\$7.12
Annual Payment 5	101180	AXON TASER - DATA SCIENCE PROGRAM	90	\$843.65	\$86.90	\$930.55
Annual Payment 5	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7	\$169.46	\$0.00	\$169.46
Annual Payment 5	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$18.75	\$0.00	\$18.75
Annual Payment 5	101294	AXON VR - TABLET	4	\$360.22	\$37.10	\$397.32
Annual Payment 5	101300	AXON VR - TABLET CASE	4	\$16.79	\$1.73	\$18.52
Annual Payment 5	101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	1	\$122,502.55	\$12,617.76	\$135,120.31
Annual Payment 5	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	8	\$485.30	\$49.99	\$535.29
Annual Payment 5	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	2	\$1,011.03	\$104.14	\$1,115.17
Annual Payment 5	101408	AXON RESPOND - FUSUSCORE - CAD	1	\$60.66	\$6.25	\$66.91
Annual Payment 5	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1	\$2,224.28	\$0.00	\$2,224.28
Annual Payment 5	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Annual Payment 5	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 5	20018	AXON TASER - BATTERY PACK - TACTICAL	3	\$21.30	\$2.19	\$23.49
Annual Payment 5	20018	AXON TASER - BATTERY PACK - TACTICAL	90	\$639.08	\$65.83	\$704.91
Annual Payment 5	20018	AXON TASER - BATTERY PACK - TACTICAL	16	\$113.61	\$11.70	\$125.31
Annual Payment 5	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	90	\$28,957.45	\$2,982.62	\$31,940.07
Annual Payment 5	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$48.80	\$5.03	\$53.83
Annual Payment 5	20248	AXON TASER - EVIDENCE.COM LICENSE	90	\$4,392.44	\$452.42	\$4,844.86
Annual Payment 5	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	\$18,587.60	\$1,914.52	\$20,502.12
Annual Payment 5	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	\$556.81	\$57.35	\$614.16
Annual Payment 5	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	\$579.46	\$59.69	\$639.15

Non-Binding Budgetary Estimate

Mar 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	\$601.46	\$61.95	\$663.41
Annual Payment 5	20378	AXON VR - HEADSET - HTC FOCUS 3	4	\$514.65	\$53.01	\$567.66
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$397.59	\$40.95	\$438.54
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$929.73	\$95.76	\$1,025.49
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$6,300.88	\$0.00	\$6,300.88
Annual Payment 5	50448	AXON INTERVIEW - EXT WARRANTY	2	\$103.26	\$10.64	\$113.90
Annual Payment 5	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$2.83	\$0.29	\$3.12
Annual Payment 5	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.76	\$0.08	\$0.84
Annual Payment 5	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	180	\$11.74	\$1.21	\$12.95
Annual Payment 5	73309	AXON BODY - TAP REFRESH 1 - CAMERA	93	\$5,511.38	\$567.67	\$6,079.05
Annual Payment 5	73310	AXON BODY - TAP REFRESH 2 - CAMERA	93	\$5,781.66	\$595.51	\$6,377.17
Annual Payment 5	73345	AXON BODY - TAP REFRESH 3 - CAMERA	93	\$5,949.72	\$612.82	\$6,562.54
Annual Payment 5	73346	AXON BODY - TAP REFRESH 4 - CAMERA	93	\$6,039.81	\$622.10	\$6,661.91
Annual Payment 5	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	12	\$1,442.45	\$148.57	\$1,591.02
Annual Payment 5	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	12	\$1,464.13	\$150.81	\$1,614.94
Annual Payment 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 5	73618	AXON COMMUNITY REQUEST	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 5	73638	AXON STANDARDS - LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 5	73680	AXON RESPOND PLUS - LICENSE	90	\$16,726.02	\$1,722.78	\$18,448.80
Annual Payment 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	\$0.00	\$0.00	\$0.00
Annual Payment 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	17	\$0.00	\$0.00	\$0.00
Annual Payment 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	\$5,090.12	\$0.00	\$5,090.12
Annual Payment 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	90	\$21,118.46	\$0.00	\$21,118.46
Annual Payment 5	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	\$1,402.17	\$144.42	\$1,546.59
Annual Payment 5	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	\$1,335.54	\$137.56	\$1,473.10
Annual Payment 5	73739	AXON PERFORMANCE - LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	90	\$33,793.77	\$3,480.76	\$37,274.53
Annual Payment 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	\$4,848.85	\$499.43	\$5,348.28
Annual Payment 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$375.49	\$38.68	\$414.17
Annual Payment 5	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	17	\$3,864.46	\$398.04	\$4,262.50
Annual Payment 5	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$109.06	\$11.23	\$120.29
Annual Payment 5	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$22.97	\$2.37	\$25.34
Annual Payment 5	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	\$11.49	\$1.18	\$12.67
Annual Payment 5	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	16	\$66.43	\$6.84	\$73.27
Annual Payment 5	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	\$12.45	\$1.28	\$13.73
Annual Payment 5	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	90	\$373.64	\$38.48	\$412.12
Annual Payment 5	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$62.20	\$6.41	\$68.61
Annual Payment 5	80464	AXON BODY - TAP WARRANTY - CAMERA	90	\$7,776.89	\$801.02	\$8,577.91
Annual Payment 5	80464	AXON BODY - TAP WARRANTY - CAMERA	3	\$259.23	\$26.70	\$285.93
Annual Payment 5	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	\$1,631.39	\$168.03	\$1,799.42
Annual Payment 5	B00023	BUNDLE - UNLIMITED PLUS 10YR	90	\$0.00	\$0.00	\$0.00
Annual Payment 5	C00011	BUNDLE - TASER 10 CERTIFICATION 10YR	90	\$0.00	\$0.00	\$0.00
Total				\$433,646.00	\$41,068.56	\$474,714.56

Non-Binding Budgetary Estimate

Mar 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100126	AXON VR - TACTICAL BAG	4	\$35.64	\$3.67	\$39.31
Annual Payment 6	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	\$208.00	\$21.42	\$229.42
Annual Payment 6	100210	AXON VR - TAP REFRESH 1 - TABLET	4	\$309.36	\$31.86	\$341.22
Annual Payment 6	100211	AXON VR - TAP REFRESH 2 - TABLET	4	\$321.93	\$33.16	\$355.09
Annual Payment 6	100212	AXON VR - TAP REFRESH 3 - TABLET	4	\$334.15	\$34.42	\$368.57
Annual Payment 6	100213	AXON VR - EXT WARRANTY - TABLET	4	\$109.49	\$11.28	\$120.77
Annual Payment 6	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	\$445.44	\$45.88	\$491.32
Annual Payment 6	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	90	\$13,363.15	\$1,376.40	\$14,739.55
Annual Payment 6	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	90	\$929.61	\$95.75	\$1,025.36
Annual Payment 6	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	\$30.99	\$3.19	\$34.18
Annual Payment 6	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	\$82.63	\$8.51	\$91.14
Annual Payment 6	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	\$61.97	\$6.38	\$68.35
Annual Payment 6	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	\$309.87	\$31.92	\$341.79
Annual Payment 6	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 6	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 6	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 6	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 6	100399	AXON TASER 10 - CARTRIDGE - LIVE	1800	\$2,555.95	\$263.26	\$2,819.21
Annual Payment 6	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 6	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 6	100400	AXON TASER 10 - CARTRIDGE - HALT	540	\$766.78	\$78.98	\$845.76
Annual Payment 6	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 6	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 6	100401	AXON TASER 10 - CARTRIDGE - INERT	300	\$19.56	\$2.02	\$21.58
Annual Payment 6	100552	TRANSFER CREDIT - GOODS	1	\$2,306.68	\$237.59	\$2,544.27
Annual Payment 6	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$11,440.53)	(\$1,178.38)	(\$12,618.91)
Annual Payment 6	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	75	\$402.80	\$41.49	\$444.29
Annual Payment 6	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	15	\$80.56	\$8.30	\$88.86
Annual Payment 6	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	\$96.83	\$9.97	\$106.80
Annual Payment 6	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	90	\$1,562.91	\$160.98	\$1,723.89
Annual Payment 6	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	90	\$6,009.98	\$619.03	\$6,629.01
Annual Payment 6	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	\$200.33	\$20.63	\$220.96
Annual Payment 6	100748	AXON VR - CONTROLLER - TASER 10	4	\$460.93	\$47.48	\$508.41
Annual Payment 6	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	90	\$4,943.20	\$509.15	\$5,452.35
Annual Payment 6	100801	AXON RECORDS - OSP LICENSE	90	\$32,943.12	\$3,393.14	\$36,336.26
Annual Payment 6	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	\$490.63	\$50.53	\$541.16
Annual Payment 6	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	\$298.35	\$30.73	\$329.08
Annual Payment 6	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	\$317.21	\$32.67	\$349.88
Annual Payment 6	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	\$530.40	\$54.63	\$585.03
Annual Payment 6	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	\$556.74	\$57.34	\$614.08
Annual Payment 6	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	\$572.74	\$58.99	\$631.73
Annual Payment 6	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	\$498.63	\$51.36	\$549.99
Annual Payment 6	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	\$519.04	\$53.46	\$572.50
Annual Payment 6	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	\$538.66	\$55.48	\$594.14
Annual Payment 6	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	\$19.37	\$1.99	\$21.36
Annual Payment 6	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	\$6.46	\$0.66	\$7.12

Non-Binding Budgetary Estimate

Mar 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101180	AXON TASER - DATA SCIENCE PROGRAM	90	\$843.65	\$86.90	\$930.55
Annual Payment 6	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7	\$169.46	\$0.00	\$169.46
Annual Payment 6	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$18.75	\$0.00	\$18.75
Annual Payment 6	101294	AXON VR - TABLET	4	\$360.22	\$37.10	\$397.32
Annual Payment 6	101300	AXON VR - TABLET CASE	4	\$16.79	\$1.73	\$18.52
Annual Payment 6	101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	1	\$122,502.55	\$12,617.76	\$135,120.31
Annual Payment 6	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	8	\$485.30	\$49.99	\$535.29
Annual Payment 6	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	2	\$1,011.03	\$104.14	\$1,115.17
Annual Payment 6	101408	AXON RESPOND - FUSUSCORE - CAD	1	\$60.66	\$6.25	\$66.91
Annual Payment 6	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1	\$2,224.28	\$0.00	\$2,224.28
Annual Payment 6	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Annual Payment 6	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 6	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 6	20018	AXON TASER - BATTERY PACK - TACTICAL	90	\$639.08	\$65.83	\$704.91
Annual Payment 6	20018	AXON TASER - BATTERY PACK - TACTICAL	16	\$113.61	\$11.70	\$125.31
Annual Payment 6	20018	AXON TASER - BATTERY PACK - TACTICAL	3	\$21.30	\$2.19	\$23.49
Annual Payment 6	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	90	\$28,957.45	\$2,982.62	\$31,940.07
Annual Payment 6	20248	AXON TASER - EVIDENCE.COM LICENSE	90	\$4,392.44	\$452.42	\$4,844.86
Annual Payment 6	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$48.80	\$5.03	\$53.83
Annual Payment 6	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	\$18,587.60	\$1,914.52	\$20,502.12
Annual Payment 6	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	\$556.81	\$57.35	\$614.16
Annual Payment 6	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	\$579.46	\$59.69	\$639.15
Annual Payment 6	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	\$601.46	\$61.95	\$663.41
Annual Payment 6	20378	AXON VR - HEADSET - HTC FOCUS 3	4	\$514.65	\$53.01	\$567.66
Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$397.59	\$40.95	\$438.54
Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$929.73	\$95.76	\$1,025.49
Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$6,300.88	\$0.00	\$6,300.88
Annual Payment 6	50448	AXON INTERVIEW - EXT WARRANTY	2	\$103.26	\$10.64	\$113.90
Annual Payment 6	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$2.83	\$0.29	\$3.12
Annual Payment 6	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.76	\$0.08	\$0.84
Annual Payment 6	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	180	\$11.74	\$1.21	\$12.95
Annual Payment 6	73309	AXON BODY - TAP REFRESH 1 - CAMERA	93	\$5,511.38	\$567.67	\$6,079.05
Annual Payment 6	73310	AXON BODY - TAP REFRESH 2 - CAMERA	93	\$5,781.66	\$595.51	\$6,377.17
Annual Payment 6	73345	AXON BODY - TAP REFRESH 3 - CAMERA	93	\$5,949.72	\$612.82	\$6,562.54
Annual Payment 6	73346	AXON BODY - TAP REFRESH 4 - CAMERA	93	\$6,039.81	\$622.10	\$6,661.91
Annual Payment 6	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	12	\$1,442.45	\$148.57	\$1,591.02
Annual Payment 6	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	12	\$1,464.13	\$150.81	\$1,614.94
Annual Payment 6	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 6	73618	AXON COMMUNITY REQUEST	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 6	73638	AXON STANDARDS - LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 6	73680	AXON RESPOND PLUS - LICENSE	90	\$16,726.02	\$1,722.78	\$18,448.80
Annual Payment 6	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 6	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	17	\$0.00	\$0.00	\$0.00
Annual Payment 6	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	\$5,090.12	\$0.00	\$5,090.12
Annual Payment 6	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	\$0.00	\$0.00	\$0.00
Annual Payment 6	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	90	\$21,118.46	\$0.00	\$21,118.46

Non-Binding Budgetary Estimate

Mar 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	\$1,402.17	\$144.42	\$1,546.59
Annual Payment 6	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	\$1,335.54	\$137.56	\$1,473.10
Annual Payment 6	73739	AXON PERFORMANCE - LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 6	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$375.49	\$38.68	\$414.17
Annual Payment 6	73746	AXON EVIDENCE - ECOM LICENSE - PRO	90	\$33,793.77	\$3,480.76	\$37,274.53
Annual Payment 6	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	\$4,848.85	\$499.43	\$5,348.28
Annual Payment 6	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	17	\$3,864.46	\$398.04	\$4,262.50
Annual Payment 6	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$109.06	\$11.23	\$120.29
Annual Payment 6	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$22.97	\$2.37	\$25.34
Annual Payment 6	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	\$11.49	\$1.18	\$12.67
Annual Payment 6	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	\$12.45	\$1.28	\$13.73
Annual Payment 6	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	90	\$373.64	\$38.48	\$412.12
Annual Payment 6	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	16	\$66.43	\$6.84	\$73.27
Annual Payment 6	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$62.20	\$6.41	\$68.61
Annual Payment 6	80464	AXON BODY - TAP WARRANTY - CAMERA	90	\$7,776.89	\$801.02	\$8,577.91
Annual Payment 6	80464	AXON BODY - TAP WARRANTY - CAMERA	3	\$259.23	\$26.70	\$285.93
Annual Payment 6	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	\$1,631.39	\$168.03	\$1,799.42
Annual Payment 6	B00023	BUNDLE - UNLIMITED PLUS 10YR	90	\$0.00	\$0.00	\$0.00
Annual Payment 6	C00011	BUNDLE - TASER 10 CERTIFICATION 10YR	90	\$0.00	\$0.00	\$0.00
Total				\$433,646.00	\$41,068.56	\$474,714.56

Mar 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	100126	AXON VR - TACTICAL BAG	4	\$35.64	\$3.67	\$39.31
Annual Payment 7	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	\$208.00	\$21.42	\$229.42
Annual Payment 7	100210	AXON VR - TAP REFRESH 1 - TABLET	4	\$309.36	\$31.86	\$341.22
Annual Payment 7	100211	AXON VR - TAP REFRESH 2 - TABLET	4	\$321.93	\$33.16	\$355.09
Annual Payment 7	100212	AXON VR - TAP REFRESH 3 - TABLET	4	\$334.15	\$34.42	\$368.57
Annual Payment 7	100213	AXON VR - EXT WARRANTY - TABLET	4	\$109.49	\$11.28	\$120.77
Annual Payment 7	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	\$445.44	\$45.88	\$491.32
Annual Payment 7	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	90	\$13,363.15	\$1,376.40	\$14,739.55
Annual Payment 7	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	90	\$929.61	\$95.75	\$1,025.36
Annual Payment 7	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	\$30.99	\$3.19	\$34.18
Annual Payment 7	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	\$82.63	\$8.51	\$91.14
Annual Payment 7	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	\$61.97	\$6.38	\$68.35
Annual Payment 7	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	\$309.87	\$31.92	\$341.79
Annual Payment 7	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 7	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 7	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 7	100399	AXON TASER 10 - CARTRIDGE - LIVE	1800	\$2,555.95	\$263.26	\$2,819.21
Annual Payment 7	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 7	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 7	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 7	100400	AXON TASER 10 - CARTRIDGE - HALT	540	\$766.78	\$78.98	\$845.76
Annual Payment 7	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 7	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68

Non-Binding Budgetary Estimate

Mar 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	100401	AXON TASER 10 - CARTRIDGE - INERT	300	\$19.56	\$2.02	\$21.58
Annual Payment 7	100552	TRANSFER CREDIT - GOODS	1	\$2,306.68	\$237.59	\$2,544.27
Annual Payment 7	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$11,440.53)	(\$1,178.38)	(\$12,618.91)
Annual Payment 7	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	75	\$402.80	\$41.49	\$444.29
Annual Payment 7	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	15	\$80.56	\$8.30	\$88.86
Annual Payment 7	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	\$96.83	\$9.97	\$106.80
Annual Payment 7	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	90	\$1,562.91	\$160.98	\$1,723.89
Annual Payment 7	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	90	\$6,009.98	\$619.03	\$6,629.01
Annual Payment 7	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	\$200.33	\$20.63	\$220.96
Annual Payment 7	100748	AXON VR - CONTROLLER - TASER 10	4	\$460.93	\$47.48	\$508.41
Annual Payment 7	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	90	\$4,943.20	\$509.15	\$5,452.35
Annual Payment 7	100801	AXON RECORDS - OSP LICENSE	90	\$32,943.12	\$3,393.14	\$36,336.26
Annual Payment 7	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	\$490.63	\$50.53	\$541.16
Annual Payment 7	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	\$298.35	\$30.73	\$329.08
Annual Payment 7	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	\$317.21	\$32.67	\$349.88
Annual Payment 7	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	\$530.40	\$54.63	\$585.03
Annual Payment 7	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	\$556.74	\$57.34	\$614.08
Annual Payment 7	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	\$572.74	\$58.99	\$631.73
Annual Payment 7	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	\$498.63	\$51.36	\$549.99
Annual Payment 7	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	\$519.04	\$53.46	\$572.50
Annual Payment 7	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	\$538.66	\$55.48	\$594.14
Annual Payment 7	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	\$19.37	\$1.99	\$21.36
Annual Payment 7	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	\$6.46	\$0.66	\$7.12
Annual Payment 7	101180	AXON TASER - DATA SCIENCE PROGRAM	90	\$843.65	\$86.90	\$930.55
Annual Payment 7	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7	\$169.46	\$0.00	\$169.46
Annual Payment 7	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$18.75	\$0.00	\$18.75
Annual Payment 7	101294	AXON VR - TABLET	4	\$360.22	\$37.10	\$397.32
Annual Payment 7	101300	AXON VR - TABLET CASE	4	\$16.79	\$1.73	\$18.52
Annual Payment 7	101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	1	\$122,502.55	\$12,617.76	\$135,120.31
Annual Payment 7	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	8	\$485.30	\$49.99	\$535.29
Annual Payment 7	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	2	\$1,011.03	\$104.14	\$1,115.17
Annual Payment 7	101408	AXON RESPOND - FUSUSCORE - CAD	1	\$60.66	\$6.25	\$66.91
Annual Payment 7	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1	\$2,224.28	\$0.00	\$2,224.28
Annual Payment 7	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 7	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Annual Payment 7	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 7	20018	AXON TASER - BATTERY PACK - TACTICAL	16	\$113.61	\$11.70	\$125.31
Annual Payment 7	20018	AXON TASER - BATTERY PACK - TACTICAL	3	\$21.30	\$2.19	\$23.49
Annual Payment 7	20018	AXON TASER - BATTERY PACK - TACTICAL	90	\$639.08	\$65.83	\$704.91
Annual Payment 7	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	90	\$28,957.45	\$2,982.62	\$31,940.07
Annual Payment 7	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$48.80	\$5.03	\$53.83
Annual Payment 7	20248	AXON TASER - EVIDENCE.COM LICENSE	90	\$4,392.44	\$452.42	\$4,844.86
Annual Payment 7	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	\$18,587.60	\$1,914.52	\$20,502.12
Annual Payment 7	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	\$556.81	\$57.35	\$614.16
Annual Payment 7	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	\$579.46	\$59.69	\$639.15

Non-Binding Budgetary Estimate

Mar 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	\$601.46	\$61.95	\$663.41
Annual Payment 7	20378	AXON VR - HEADSET - HTC FOCUS 3	4	\$514.65	\$53.01	\$567.66
Annual Payment 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$397.59	\$40.95	\$438.54
Annual Payment 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$929.73	\$95.76	\$1,025.49
Annual Payment 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$6,300.88	\$0.00	\$6,300.88
Annual Payment 7	50448	AXON INTERVIEW - EXT WARRANTY	2	\$103.26	\$10.64	\$113.90
Annual Payment 7	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$2.83	\$0.29	\$3.12
Annual Payment 7	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.76	\$0.08	\$0.84
Annual Payment 7	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	180	\$11.74	\$1.21	\$12.95
Annual Payment 7	73309	AXON BODY - TAP REFRESH 1 - CAMERA	93	\$5,511.38	\$567.67	\$6,079.05
Annual Payment 7	73310	AXON BODY - TAP REFRESH 2 - CAMERA	93	\$5,781.66	\$595.51	\$6,377.17
Annual Payment 7	73345	AXON BODY - TAP REFRESH 3 - CAMERA	93	\$5,949.72	\$612.82	\$6,562.54
Annual Payment 7	73346	AXON BODY - TAP REFRESH 4 - CAMERA	93	\$6,039.81	\$622.10	\$6,661.91
Annual Payment 7	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	12	\$1,442.45	\$148.57	\$1,591.02
Annual Payment 7	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	12	\$1,464.13	\$150.81	\$1,614.94
Annual Payment 7	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 7	73618	AXON COMMUNITY REQUEST	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 7	73638	AXON STANDARDS - LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 7	73680	AXON RESPOND PLUS - LICENSE	90	\$16,726.02	\$1,722.78	\$18,448.80
Annual Payment 7	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 7	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	\$5,090.12	\$0.00	\$5,090.12
Annual Payment 7	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	17	\$0.00	\$0.00	\$0.00
Annual Payment 7	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	\$0.00	\$0.00	\$0.00
Annual Payment 7	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	90	\$21,118.46	\$0.00	\$21,118.46
Annual Payment 7	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	\$1,402.17	\$144.42	\$1,546.59
Annual Payment 7	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	\$1,335.54	\$137.56	\$1,473.10
Annual Payment 7	73739	AXON PERFORMANCE - LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 7	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$375.49	\$38.68	\$414.17
Annual Payment 7	73746	AXON EVIDENCE - ECOM LICENSE - PRO	90	\$33,793.77	\$3,480.76	\$37,274.53
Annual Payment 7	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	\$4,848.85	\$499.43	\$5,348.28
Annual Payment 7	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	17	\$3,864.46	\$398.04	\$4,262.50
Annual Payment 7	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$109.06	\$11.23	\$120.29
Annual Payment 7	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$22.97	\$2.37	\$25.34
Annual Payment 7	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	\$11.49	\$1.18	\$12.67
Annual Payment 7	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	\$12.45	\$1.28	\$13.73
Annual Payment 7	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	90	\$373.64	\$38.48	\$412.12
Annual Payment 7	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	16	\$66.43	\$6.84	\$73.27
Annual Payment 7	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$62.20	\$6.41	\$68.61
Annual Payment 7	80464	AXON BODY - TAP WARRANTY - CAMERA	3	\$259.23	\$26.70	\$285.93
Annual Payment 7	80464	AXON BODY - TAP WARRANTY - CAMERA	90	\$7,776.89	\$801.02	\$8,577.91
Annual Payment 7	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	\$1,631.39	\$168.03	\$1,799.42
Annual Payment 7	B00023	BUNDLE - UNLIMITED PLUS 10YR	90	\$0.00	\$0.00	\$0.00
Annual Payment 7	C00011	BUNDLE - TASER 10 CERTIFICATION 10YR	90	\$0.00	\$0.00	\$0.00
Total				\$433,646.00	\$41,068.56	\$474,714.56

Non-Binding Budgetary Estimate

Mar 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	100126	AXON VR - TACTICAL BAG	4	\$35.64	\$3.67	\$39.31
Annual Payment 8	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	\$208.00	\$21.42	\$229.42
Annual Payment 8	100210	AXON VR - TAP REFRESH 1 - TABLET	4	\$309.36	\$31.86	\$341.22
Annual Payment 8	100211	AXON VR - TAP REFRESH 2 - TABLET	4	\$321.93	\$33.16	\$355.09
Annual Payment 8	100212	AXON VR - TAP REFRESH 3 - TABLET	4	\$334.15	\$34.42	\$368.57
Annual Payment 8	100213	AXON VR - EXT WARRANTY - TABLET	4	\$109.49	\$11.28	\$120.77
Annual Payment 8	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	90	\$13,363.15	\$1,376.40	\$14,739.55
Annual Payment 8	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	\$445.44	\$45.88	\$491.32
Annual Payment 8	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	\$30.99	\$3.19	\$34.18
Annual Payment 8	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	90	\$929.61	\$95.75	\$1,025.36
Annual Payment 8	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	\$82.63	\$8.51	\$91.14
Annual Payment 8	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	\$61.97	\$6.38	\$68.35
Annual Payment 8	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	\$309.87	\$31.92	\$341.79
Annual Payment 8	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 8	100399	AXON TASER 10 - CARTRIDGE - LIVE	1800	\$2,555.95	\$263.26	\$2,819.21
Annual Payment 8	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 8	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 8	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 8	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 8	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 8	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 8	100400	AXON TASER 10 - CARTRIDGE - HALT	540	\$766.78	\$78.98	\$845.76
Annual Payment 8	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 8	100401	AXON TASER 10 - CARTRIDGE - INERT	300	\$19.56	\$2.02	\$21.58
Annual Payment 8	100552	TRANSFER CREDIT - GOODS	1	\$2,306.68	\$237.59	\$2,544.27
Annual Payment 8	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$11,440.53)	(\$1,178.38)	(\$12,618.91)
Annual Payment 8	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	75	\$402.80	\$41.49	\$444.29
Annual Payment 8	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	15	\$80.56	\$8.30	\$88.86
Annual Payment 8	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	\$96.83	\$9.97	\$106.80
Annual Payment 8	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	90	\$1,562.91	\$160.98	\$1,723.89
Annual Payment 8	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	90	\$6,009.98	\$619.03	\$6,629.01
Annual Payment 8	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	\$200.33	\$20.63	\$220.96
Annual Payment 8	100748	AXON VR - CONTROLLER - TASER 10	4	\$460.93	\$47.48	\$508.41
Annual Payment 8	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	90	\$4,943.20	\$509.15	\$5,452.35
Annual Payment 8	100801	AXON RECORDS - OSP LICENSE	90	\$32,943.12	\$3,393.14	\$36,336.26
Annual Payment 8	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	\$490.63	\$50.53	\$541.16
Annual Payment 8	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	\$298.35	\$30.73	\$329.08
Annual Payment 8	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	\$317.21	\$32.67	\$349.88
Annual Payment 8	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	\$530.40	\$54.63	\$585.03
Annual Payment 8	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	\$556.74	\$57.34	\$614.08
Annual Payment 8	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	\$572.74	\$58.99	\$631.73
Annual Payment 8	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	\$498.63	\$51.36	\$549.99
Annual Payment 8	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	\$519.04	\$53.46	\$572.50
Annual Payment 8	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	\$538.66	\$55.48	\$594.14
Annual Payment 8	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	\$19.37	\$1.99	\$21.36
Annual Payment 8	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	\$6.46	\$0.66	\$7.12

Non-Binding Budgetary Estimate

Mar 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	101180	AXON TASER - DATA SCIENCE PROGRAM	90	\$843.65	\$86.90	\$930.55
Annual Payment 8	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7	\$169.46	\$0.00	\$169.46
Annual Payment 8	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$18.75	\$0.00	\$18.75
Annual Payment 8	101294	AXON VR - TABLET	4	\$360.22	\$37.10	\$397.32
Annual Payment 8	101300	AXON VR - TABLET CASE	4	\$16.79	\$1.73	\$18.52
Annual Payment 8	101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	1	\$122,502.55	\$12,617.76	\$135,120.31
Annual Payment 8	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	8	\$485.30	\$49.99	\$535.29
Annual Payment 8	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	2	\$1,011.03	\$104.14	\$1,115.17
Annual Payment 8	101408	AXON RESPOND - FUSUSCORE - CAD	1	\$60.66	\$6.25	\$66.91
Annual Payment 8	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1	\$2,224.28	\$0.00	\$2,224.28
Annual Payment 8	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 8	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Annual Payment 8	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 8	20018	AXON TASER - BATTERY PACK - TACTICAL	16	\$113.61	\$11.70	\$125.31
Annual Payment 8	20018	AXON TASER - BATTERY PACK - TACTICAL	3	\$21.30	\$2.19	\$23.49
Annual Payment 8	20018	AXON TASER - BATTERY PACK - TACTICAL	90	\$639.08	\$65.83	\$704.91
Annual Payment 8	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	90	\$28,957.45	\$2,982.62	\$31,940.07
Annual Payment 8	20248	AXON TASER - EVIDENCE.COM LICENSE	90	\$4,392.44	\$452.42	\$4,844.86
Annual Payment 8	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$48.80	\$5.03	\$53.83
Annual Payment 8	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	\$18,587.60	\$1,914.52	\$20,502.12
Annual Payment 8	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	\$556.81	\$57.35	\$614.16
Annual Payment 8	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	\$579.46	\$59.69	\$639.15
Annual Payment 8	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	\$601.46	\$61.95	\$663.41
Annual Payment 8	20378	AXON VR - HEADSET - HTC FOCUS 3	4	\$514.65	\$53.01	\$567.66
Annual Payment 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$397.59	\$40.95	\$438.54
Annual Payment 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$929.73	\$95.76	\$1,025.49
Annual Payment 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$6,300.88	\$0.00	\$6,300.88
Annual Payment 8	50448	AXON INTERVIEW - EXT WARRANTY	2	\$103.26	\$10.64	\$113.90
Annual Payment 8	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$2.83	\$0.29	\$3.12
Annual Payment 8	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.76	\$0.08	\$0.84
Annual Payment 8	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	180	\$11.74	\$1.21	\$12.95
Annual Payment 8	73309	AXON BODY - TAP REFRESH 1 - CAMERA	93	\$5,511.38	\$567.67	\$6,079.05
Annual Payment 8	73310	AXON BODY - TAP REFRESH 2 - CAMERA	93	\$5,781.66	\$595.51	\$6,377.17
Annual Payment 8	73345	AXON BODY - TAP REFRESH 3 - CAMERA	93	\$5,949.72	\$612.82	\$6,562.54
Annual Payment 8	73346	AXON BODY - TAP REFRESH 4 - CAMERA	93	\$6,039.81	\$622.10	\$6,661.91
Annual Payment 8	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	12	\$1,442.45	\$148.57	\$1,591.02
Annual Payment 8	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	12	\$1,464.13	\$150.81	\$1,614.94
Annual Payment 8	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 8	73618	AXON COMMUNITY REQUEST	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 8	73638	AXON STANDARDS - LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 8	73680	AXON RESPOND PLUS - LICENSE	90	\$16,726.02	\$1,722.78	\$18,448.80
Annual Payment 8	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 8	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	17	\$0.00	\$0.00	\$0.00
Annual Payment 8	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	\$5,090.12	\$0.00	\$5,090.12
Annual Payment 8	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	\$0.00	\$0.00	\$0.00
Annual Payment 8	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	90	\$21,118.46	\$0.00	\$21,118.46

Non-Binding Budgetary Estimate

Mar 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	\$1,402.17	\$144.42	\$1,546.59
Annual Payment 8	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	\$1,335.54	\$137.56	\$1,473.10
Annual Payment 8	73739	AXON PERFORMANCE - LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 8	73746	AXON EVIDENCE - ECOM LICENSE - PRO	90	\$33,793.77	\$3,480.76	\$37,274.53
Annual Payment 8	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$375.49	\$38.68	\$414.17
Annual Payment 8	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	\$4,848.85	\$499.43	\$5,348.28
Annual Payment 8	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	17	\$3,864.46	\$398.04	\$4,262.50
Annual Payment 8	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$109.06	\$11.23	\$120.29
Annual Payment 8	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$22.97	\$2.37	\$25.34
Annual Payment 8	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	\$11.49	\$1.18	\$12.67
Annual Payment 8	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	\$12.45	\$1.28	\$13.73
Annual Payment 8	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	16	\$66.43	\$6.84	\$73.27
Annual Payment 8	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	90	\$373.64	\$38.48	\$412.12
Annual Payment 8	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$62.20	\$6.41	\$68.61
Annual Payment 8	80464	AXON BODY - TAP WARRANTY - CAMERA	90	\$7,776.89	\$801.02	\$8,577.91
Annual Payment 8	80464	AXON BODY - TAP WARRANTY - CAMERA	3	\$259.23	\$26.70	\$285.93
Annual Payment 8	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	\$1,631.39	\$168.03	\$1,799.42
Annual Payment 8	B00023	BUNDLE - UNLIMITED PLUS 10YR	90	\$0.00	\$0.00	\$0.00
Annual Payment 8	C00011	BUNDLE - TASER 10 CERTIFICATION 10YR	90	\$0.00	\$0.00	\$0.00
Total				\$433,646.00	\$41,068.56	\$474,714.56

Mar 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	100126	AXON VR - TACTICAL BAG	4	\$35.64	\$3.67	\$39.31
Annual Payment 9	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	\$208.00	\$21.42	\$229.42
Annual Payment 9	100210	AXON VR - TAP REFRESH 1 - TABLET	4	\$309.36	\$31.86	\$341.22
Annual Payment 9	100211	AXON VR - TAP REFRESH 2 - TABLET	4	\$321.93	\$33.16	\$355.09
Annual Payment 9	100212	AXON VR - TAP REFRESH 3 - TABLET	4	\$334.15	\$34.42	\$368.57
Annual Payment 9	100213	AXON VR - EXT WARRANTY - TABLET	4	\$109.49	\$11.28	\$120.77
Annual Payment 9	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	\$445.44	\$45.88	\$491.32
Annual Payment 9	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	90	\$13,363.15	\$1,376.40	\$14,739.55
Annual Payment 9	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	\$30.99	\$3.19	\$34.18
Annual Payment 9	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	90	\$929.61	\$95.75	\$1,025.36
Annual Payment 9	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	\$82.63	\$8.51	\$91.14
Annual Payment 9	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	\$61.97	\$6.38	\$68.35
Annual Payment 9	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	\$309.87	\$31.92	\$341.79
Annual Payment 9	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 9	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 9	100399	AXON TASER 10 - CARTRIDGE - LIVE	1800	\$2,555.95	\$263.26	\$2,819.21
Annual Payment 9	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 9	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.49	\$422.88
Annual Payment 9	100400	AXON TASER 10 - CARTRIDGE - HALT	540	\$766.78	\$78.98	\$845.76
Annual Payment 9	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 9	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 9	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68
Annual Payment 9	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.30	\$1,127.68

Non-Binding Budgetary Estimate

Mar 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	100401	AXON TASER 10 - CARTRIDGE - INERT	300	\$19.56	\$2.02	\$21.58
Annual Payment 9	100552	TRANSFER CREDIT - GOODS	1	\$2,306.68	\$237.59	\$2,544.27
Annual Payment 9	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$11,440.53)	(\$1,178.38)	(\$12,618.91)
Annual Payment 9	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	75	\$402.80	\$41.49	\$444.29
Annual Payment 9	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	15	\$80.56	\$8.30	\$88.86
Annual Payment 9	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	\$96.83	\$9.97	\$106.80
Annual Payment 9	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	90	\$1,562.91	\$160.98	\$1,723.89
Annual Payment 9	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	90	\$6,009.98	\$619.03	\$6,629.01
Annual Payment 9	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	\$200.33	\$20.63	\$220.96
Annual Payment 9	100748	AXON VR - CONTROLLER - TASER 10	4	\$460.93	\$47.48	\$508.41
Annual Payment 9	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	90	\$4,943.20	\$509.15	\$5,452.35
Annual Payment 9	100801	AXON RECORDS - OSP LICENSE	90	\$32,943.12	\$3,393.14	\$36,336.26
Annual Payment 9	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	\$490.63	\$50.53	\$541.16
Annual Payment 9	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	\$298.35	\$30.73	\$329.08
Annual Payment 9	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	\$317.21	\$32.67	\$349.88
Annual Payment 9	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	\$530.40	\$54.63	\$585.03
Annual Payment 9	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	\$556.74	\$57.34	\$614.08
Annual Payment 9	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	\$572.74	\$58.99	\$631.73
Annual Payment 9	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	\$498.63	\$51.36	\$549.99
Annual Payment 9	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	\$519.04	\$53.46	\$572.50
Annual Payment 9	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	\$538.66	\$55.48	\$594.14
Annual Payment 9	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	\$19.37	\$1.99	\$21.36
Annual Payment 9	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	\$6.46	\$0.66	\$7.12
Annual Payment 9	101180	AXON TASER - DATA SCIENCE PROGRAM	90	\$843.65	\$86.90	\$930.55
Annual Payment 9	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7	\$169.46	\$0.00	\$169.46
Annual Payment 9	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$18.75	\$0.00	\$18.75
Annual Payment 9	101294	AXON VR - TABLET	4	\$360.22	\$37.10	\$397.32
Annual Payment 9	101300	AXON VR - TABLET CASE	4	\$16.79	\$1.73	\$18.52
Annual Payment 9	101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	1	\$122,502.55	\$12,617.76	\$135,120.31
Annual Payment 9	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	8	\$485.30	\$49.99	\$535.29
Annual Payment 9	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	2	\$1,011.03	\$104.14	\$1,115.17
Annual Payment 9	101408	AXON RESPOND - FUSUSCORE - CAD	1	\$60.66	\$6.25	\$66.91
Annual Payment 9	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1	\$2,224.28	\$0.00	\$2,224.28
Annual Payment 9	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Annual Payment 9	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 9	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 9	20018	AXON TASER - BATTERY PACK - TACTICAL	90	\$639.08	\$65.83	\$704.91
Annual Payment 9	20018	AXON TASER - BATTERY PACK - TACTICAL	3	\$21.30	\$2.19	\$23.49
Annual Payment 9	20018	AXON TASER - BATTERY PACK - TACTICAL	16	\$113.61	\$11.70	\$125.31
Annual Payment 9	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	90	\$28,957.45	\$2,982.62	\$31,940.07
Annual Payment 9	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$48.80	\$5.03	\$53.83
Annual Payment 9	20248	AXON TASER - EVIDENCE.COM LICENSE	90	\$4,392.44	\$452.42	\$4,844.86
Annual Payment 9	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	\$18,587.60	\$1,914.52	\$20,502.12
Annual Payment 9	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	\$556.81	\$57.35	\$614.16
Annual Payment 9	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	\$579.46	\$59.69	\$639.15

Non-Binding Budgetary Estimate

Mar 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	\$601.46	\$61.95	\$663.41
Annual Payment 9	20378	AXON VR - HEADSET - HTC FOCUS 3	4	\$514.65	\$53.01	\$567.66
Annual Payment 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$397.59	\$40.95	\$438.54
Annual Payment 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$929.73	\$95.76	\$1,025.49
Annual Payment 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$6,300.88	\$0.00	\$6,300.88
Annual Payment 9	50448	AXON INTERVIEW - EXT WARRANTY	2	\$103.26	\$10.64	\$113.90
Annual Payment 9	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$2.83	\$0.29	\$3.12
Annual Payment 9	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.76	\$0.08	\$0.84
Annual Payment 9	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	180	\$11.74	\$1.21	\$12.95
Annual Payment 9	73309	AXON BODY - TAP REFRESH 1 - CAMERA	93	\$5,511.38	\$567.67	\$6,079.05
Annual Payment 9	73310	AXON BODY - TAP REFRESH 2 - CAMERA	93	\$5,781.66	\$595.51	\$6,377.17
Annual Payment 9	73345	AXON BODY - TAP REFRESH 3 - CAMERA	93	\$5,949.72	\$612.82	\$6,562.54
Annual Payment 9	73346	AXON BODY - TAP REFRESH 4 - CAMERA	93	\$6,039.81	\$622.10	\$6,661.91
Annual Payment 9	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	12	\$1,442.45	\$148.57	\$1,591.02
Annual Payment 9	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	12	\$1,464.13	\$150.81	\$1,614.94
Annual Payment 9	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 9	73618	AXON COMMUNITY REQUEST	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 9	73638	AXON STANDARDS - LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 9	73680	AXON RESPOND PLUS - LICENSE	90	\$16,726.02	\$1,722.78	\$18,448.80
Annual Payment 9	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 9	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	\$5,090.12	\$0.00	\$5,090.12
Annual Payment 9	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	\$0.00	\$0.00	\$0.00
Annual Payment 9	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	17	\$0.00	\$0.00	\$0.00
Annual Payment 9	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	90	\$21,118.46	\$0.00	\$21,118.46
Annual Payment 9	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	\$1,402.17	\$144.42	\$1,546.59
Annual Payment 9	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	\$1,335.54	\$137.56	\$1,473.10
Annual Payment 9	73739	AXON PERFORMANCE - LICENSE	90	\$8,450.24	\$870.38	\$9,320.62
Annual Payment 9	73746	AXON EVIDENCE - ECOM LICENSE - PRO	90	\$33,793.77	\$3,480.76	\$37,274.53
Annual Payment 9	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$375.49	\$38.68	\$414.17
Annual Payment 9	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	\$4,848.85	\$499.43	\$5,348.28
Annual Payment 9	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	17	\$3,864.46	\$398.04	\$4,262.50
Annual Payment 9	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$109.06	\$11.23	\$120.29
Annual Payment 9	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$22.97	\$2.37	\$25.34
Annual Payment 9	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	\$11.49	\$1.18	\$12.67
Annual Payment 9	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	90	\$373.64	\$38.48	\$412.12
Annual Payment 9	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	\$12.45	\$1.28	\$13.73
Annual Payment 9	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	16	\$66.43	\$6.84	\$73.27
Annual Payment 9	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$62.20	\$6.41	\$68.61
Annual Payment 9	80464	AXON BODY - TAP WARRANTY - CAMERA	3	\$259.23	\$26.70	\$285.93
Annual Payment 9	80464	AXON BODY - TAP WARRANTY - CAMERA	90	\$7,776.89	\$801.02	\$8,577.91
Annual Payment 9	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	\$1,631.39	\$168.03	\$1,799.42
Annual Payment 9	B00023	BUNDLE - UNLIMITED PLUS 10YR	90	\$0.00	\$0.00	\$0.00
Annual Payment 9	C00011	BUNDLE - TASER 10 CERTIFICATION 10YR	90	\$0.00	\$0.00	\$0.00
Total				\$433,646.00	\$41,068.56	\$474,714.56

Non-Binding Budgetary Estimate

Mar 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	100126	AXON VR - TACTICAL BAG	4	\$35.64	\$3.67	\$39.31
Annual Payment 10	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	\$208.00	\$21.46	\$229.46
Annual Payment 10	100210	AXON VR - TAP REFRESH 1 - TABLET	4	\$309.36	\$31.89	\$341.25
Annual Payment 10	100211	AXON VR - TAP REFRESH 2 - TABLET	4	\$321.93	\$33.15	\$355.08
Annual Payment 10	100212	AXON VR - TAP REFRESH 3 - TABLET	4	\$334.15	\$34.40	\$368.55
Annual Payment 10	100213	AXON VR - EXT WARRANTY - TABLET	4	\$109.49	\$11.25	\$120.74
Annual Payment 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	90	\$13,363.15	\$1,376.44	\$14,739.59
Annual Payment 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	\$445.44	\$45.87	\$491.31
Annual Payment 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	\$30.99	\$3.20	\$34.19
Annual Payment 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	90	\$929.61	\$95.74	\$1,025.35
Annual Payment 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	\$82.63	\$8.52	\$91.15
Annual Payment 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	\$61.97	\$6.41	\$68.38
Annual Payment 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	\$309.87	\$31.90	\$341.77
Annual Payment 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.48	\$422.87
Annual Payment 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.48	\$422.87
Annual Payment 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.48	\$422.87
Annual Payment 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	\$383.39	\$39.48	\$422.87
Annual Payment 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	1800	\$2,555.95	\$263.28	\$2,819.23
Annual Payment 10	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.34	\$1,127.72
Annual Payment 10	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.34	\$1,127.72
Annual Payment 10	100400	AXON TASER 10 - CARTRIDGE - HALT	540	\$766.78	\$78.97	\$845.75
Annual Payment 10	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.34	\$1,127.72
Annual Payment 10	100400	AXON TASER 10 - CARTRIDGE - HALT	720	\$1,022.38	\$105.34	\$1,127.72
Annual Payment 10	100401	AXON TASER 10 - CARTRIDGE - INERT	300	\$19.56	\$1.98	\$21.54
Annual Payment 10	100552	TRANSFER CREDIT - GOODS	1	\$2,306.68	\$237.57	\$2,544.25
Annual Payment 10	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$11,440.53)	(\$1,178.34)	(\$12,618.87)
Annual Payment 10	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	75	\$402.80	\$41.47	\$444.27
Annual Payment 10	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	15	\$80.56	\$8.28	\$88.84
Annual Payment 10	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	\$96.83	\$10.00	\$106.83
Annual Payment 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	90	\$1,562.91	\$160.99	\$1,723.90
Annual Payment 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	90	\$6,009.98	\$619.01	\$6,628.99
Annual Payment 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	\$200.33	\$20.66	\$220.99
Annual Payment 10	100748	AXON VR - CONTROLLER - TASER 10	4	\$460.93	\$47.45	\$508.38
Annual Payment 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	90	\$4,943.20	\$509.15	\$5,452.35
Annual Payment 10	100801	AXON RECORDS - OSP LICENSE	90	\$32,943.12	\$3,393.14	\$36,336.26
Annual Payment 10	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	\$490.63	\$50.56	\$541.19
Annual Payment 10	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	\$298.35	\$30.73	\$329.08
Annual Payment 10	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	\$317.21	\$32.69	\$349.90
Annual Payment 10	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	\$530.40	\$54.64	\$585.04
Annual Payment 10	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	\$556.74	\$57.37	\$614.11
Annual Payment 10	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	\$572.74	\$59.01	\$631.75
Annual Payment 10	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	\$498.63	\$51.35	\$549.98
Annual Payment 10	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	\$519.04	\$53.46	\$572.50
Annual Payment 10	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	\$538.66	\$55.51	\$594.17
Annual Payment 10	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	\$19.37	\$2.03	\$21.40
Annual Payment 10	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	\$6.46	\$0.70	\$7.16

Non-Binding Budgetary Estimate

Mar 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	101180	AXON TASER - DATA SCIENCE PROGRAM	90	\$843.65	\$86.86	\$930.51
Annual Payment 10	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7	\$169.46	\$0.00	\$169.46
Annual Payment 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1	\$18.75	\$0.00	\$18.75
Annual Payment 10	101294	AXON VR - TABLET	4	\$360.22	\$37.13	\$397.35
Annual Payment 10	101300	AXON VR - TABLET CASE	4	\$16.79	\$1.71	\$18.50
Annual Payment 10	101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	1	\$122,502.55	\$12,617.77	\$135,120.32
Annual Payment 10	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	8	\$485.30	\$49.95	\$535.25
Annual Payment 10	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	2	\$1,011.03	\$104.11	\$1,115.14
Annual Payment 10	101408	AXON RESPOND - FUSUSCORE - CAD	1	\$60.66	\$6.23	\$66.89
Annual Payment 10	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1	\$2,224.28	\$0.00	\$2,224.28
Annual Payment 10	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 10	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Annual Payment 10	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	90	\$8,450.24	\$870.34	\$9,320.58
Annual Payment 10	20018	AXON TASER - BATTERY PACK - TACTICAL	90	\$639.08	\$65.80	\$704.88
Annual Payment 10	20018	AXON TASER - BATTERY PACK - TACTICAL	16	\$113.61	\$11.72	\$125.33
Annual Payment 10	20018	AXON TASER - BATTERY PACK - TACTICAL	3	\$21.30	\$2.23	\$23.53
Annual Payment 10	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	90	\$28,957.45	\$2,982.61	\$31,940.06
Annual Payment 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	\$48.80	\$5.00	\$53.80
Annual Payment 10	20248	AXON TASER - EVIDENCE.COM LICENSE	90	\$4,392.44	\$452.43	\$4,844.87
Annual Payment 10	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	\$18,587.60	\$1,914.54	\$20,502.14
Annual Payment 10	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	\$556.81	\$57.36	\$614.17
Annual Payment 10	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	\$579.46	\$59.65	\$639.11
Annual Payment 10	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	\$601.46	\$61.97	\$663.43
Annual Payment 10	20378	AXON VR - HEADSET - HTC FOCUS 3	4	\$514.65	\$53.01	\$567.66
Annual Payment 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$397.59	\$40.96	\$438.55
Annual Payment 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$929.73	\$95.78	\$1,025.51
Annual Payment 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$6,300.88	\$0.00	\$6,300.88
Annual Payment 10	50448	AXON INTERVIEW - EXT WARRANTY	2	\$103.26	\$10.60	\$113.86
Annual Payment 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	\$2.83	\$0.31	\$3.14
Annual Payment 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	\$0.76	\$0.08	\$0.84
Annual Payment 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	180	\$11.74	\$1.20	\$12.94
Annual Payment 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	93	\$5,511.38	\$567.68	\$6,079.06
Annual Payment 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	93	\$5,781.66	\$595.53	\$6,377.19
Annual Payment 10	73345	AXON BODY - TAP REFRESH 3 - CAMERA	93	\$5,949.72	\$612.83	\$6,562.55
Annual Payment 10	73346	AXON BODY - TAP REFRESH 4 - CAMERA	93	\$6,039.81	\$622.09	\$6,661.90
Annual Payment 10	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	12	\$1,442.45	\$148.58	\$1,591.03
Annual Payment 10	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	12	\$1,464.13	\$150.78	\$1,614.91
Annual Payment 10	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	90	\$8,450.24	\$870.34	\$9,320.58
Annual Payment 10	73618	AXON COMMUNITY REQUEST	90	\$8,450.24	\$870.34	\$9,320.58
Annual Payment 10	73638	AXON STANDARDS - LICENSE	90	\$8,450.24	\$870.34	\$9,320.58
Annual Payment 10	73680	AXON RESPOND PLUS - LICENSE	90	\$16,726.02	\$1,722.78	\$18,448.80
Annual Payment 10	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	\$8,450.24	\$870.34	\$9,320.58
Annual Payment 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	900	\$5,090.12	\$0.00	\$5,090.12
Annual Payment 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	17	\$0.00	\$0.00	\$0.00
Annual Payment 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	\$0.00	\$0.00	\$0.00
Annual Payment 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	90	\$21,118.46	\$0.00	\$21,118.46

Non-Binding Budgetary Estimate

Mar 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	\$1,402.17	\$144.45	\$1,546.62
Annual Payment 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	\$1,335.54	\$137.57	\$1,473.11
Annual Payment 10	73739	AXON PERFORMANCE - LICENSE	90	\$8,450.24	\$870.34	\$9,320.58
Annual Payment 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	90	\$33,793.77	\$3,480.75	\$37,274.52
Annual Payment 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	\$4,848.85	\$499.45	\$5,348.30
Annual Payment 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$375.49	\$38.64	\$414.13
Annual Payment 10	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	17	\$3,864.46	\$398.04	\$4,262.50
Annual Payment 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	\$109.06	\$11.26	\$120.32
Annual Payment 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$22.97	\$2.34	\$25.31
Annual Payment 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	\$11.49	\$1.21	\$12.70
Annual Payment 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	16	\$66.43	\$6.85	\$73.28
Annual Payment 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	90	\$373.64	\$38.52	\$412.16
Annual Payment 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	\$12.45	\$1.31	\$13.76
Annual Payment 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$62.20	\$6.38	\$68.58
Annual Payment 10	80464	AXON BODY - TAP WARRANTY - CAMERA	90	\$7,776.89	\$801.02	\$8,577.91
Annual Payment 10	80464	AXON BODY - TAP WARRANTY - CAMERA	3	\$259.23	\$26.70	\$285.93
Annual Payment 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	\$1,631.39	\$168.06	\$1,799.45
Annual Payment 10	B00023	BUNDLE - UNLIMITED PLUS 10YR	90	\$0.00	\$0.00	\$0.00
Annual Payment 10	C00011	BUNDLE - TASER 10 CERTIFICATION 10YR	90	\$0.00	\$0.00	\$0.00
Total				\$433,646.00	\$41,068.71	\$474,714.71

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-467626, Q-545430, Q-587077

Agency is terminating those contracts effective 4/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$86,837.79

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-467626 - 12/1/2023 - \$1,415

Q-467626 - 9/1/2024 - \$188,688

Q-587077 - 7/25/2024 - \$1,906.72

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract Q-467626. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.





Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-185
Type: Consent Item

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

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

Police	Brian Coats	Deputy Chief
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TITLE:

Approval of the Master Service and Purchasing Agreement between the City of Redmond and BRINC Drones

OVERVIEW STATEMENT:

The Police Department is seeking Council approval to enter into a Service and Purchasing Agreement with Seattle-based BRINC Drones to further expand the Drone as a First Responder (DFR) program. This Master Services and Purchasing Agreement establishes the terms and conditions for acquiring and utilizing BRINC devices and related services, providing the Police Department with a comprehensive package that includes installation, maintenance, hardware refreshes, training, and unlimited repairs and replacements for essential drone equipment.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Contracts exceeding \$50,000 must be approved by Council.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Under the terms of this agreement, BRINC will provide a suite of drone capabilities, including the installation of two DFR launch stations. Additional equipment and services included in this agreement are two indoor drones, and five BRINC Balls, within the LiveOps software suite.

BRINC’s LiveOps suite provides robust operational capabilities, such as Teleoperations, Patrol-Led DFR, Tactical Operations, and a Community Transparency Portal. Additionally, maintenance for all stations, ongoing training, and unlimited repairs and replacements for all airframes and BRINC Balls are included, with a camera replacement limit of one per year for each Responder or Guardian, barring manufacturer defects.

BRINC’s LiveOps suite provides robust operational capabilities, such as Teleoperations, Patrol-Led DFR, Tactical Operations, and a Community Transparency Portal. Additionally, maintenance for all stations, ongoing training, and unlimited repairs and replacements for all airframes and BRINC Balls are included, with a camera replacement limit of one per year for each Responder or Guardian, barring manufacturer defects.

The total initial cost for this multi-year, all-inclusive program is \$99,000 after substantial bundle discounts were negotiated, provided contract execution occurs prior to December 31, 2024. First year’s payment is not due until 30 days after delivery and installation, expected to be mid, to late January 2025. This structured payment approach ensures that Redmond Police can sufficiently evaluate the latest in drone technology, as well as a support framework that guarantees operational continuity and efficiency. If proven successful, the total cost of the six years is \$1,224,999.00 The contract allows for termination without penalty if financial resources become unavailable, or the technology does not meet our needs.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

- Redmond Police Department Drone Program Year 1: \$99,000.00
- Redmond Police Department Drone Program Year 2: \$225,000.00
- Redmond Police Department Drone Program Year 3: \$225,000.00
- Redmond Police Department Drone Program Year 4: \$225,000.00
- Redmond Police Department Drone Program Year 5: \$225,000.00
- Redmond Police Department Drone Program Year 6: \$225,000.00

Total Cost: \$1,224,999.00

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

Budget Offer Number:
228 Criminal Justice

Budget Priority:
Safe and Resilient

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

If yes, explain:
N/A

Funding source(s):
BTIP

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/19/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

If approved, the contract will go into effect January 1, 2025. Initial payment is not due until 30-days after delivery and installation.

ANTICIPATED RESULT IF NOT APPROVED:

The police department will not enter into this agreement and will seek alternative options.

ATTACHMENTS:

- Attachment A: BRINC Master Services and Purchasing Agreement
- Attachment B: BRINC Quote for Redmond Police Drone Program
- Attachment C: BRINC Security FAQ
- Attachment D: Sole Source Letter for BRINC's Drone Program

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Services and Purchasing Agreement (“**Agreement**”) is between BRINC Drones, Inc., a Delaware corporation (“**BRINC**”), and the agency listed in the signature block or, if no agency is listed, the agency executing an Order Form that references this Agreement (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Order Form referencing this Agreement (“**Effective Date**”). This Agreement will govern future purchases by Agency for the same BRINC Devices and Services in the Order Form.

The Parties agree as follows:

1. **Definitions**

In addition to capitalized terms defined elsewhere in this Agreement, these following terms have the following meanings:

- 1.1. “**BRINC Live Operations**” means BRINC’s data streaming services and interactions between BRINC Devices and/or BRINC client software.
- 1.2. “**BRINC Device**” means all hardware provided by BRINC under this Agreement.
- 1.3. “**Documentation**” means specifications, user manuals, warnings, and other materials relating to the BRINC Devices or Services provided or made available by BRINC to Agency, as may be modified by BRINC from time to time.
- 1.4. “**Fees**” means the fees payable by Agency as set forth in an Order Form.
- 1.5. “**Order Form**” means each written order specifying the BRINC Devices and Services to be provided under this Agreement and applicable Fees, that is entered into between Agency and BRINC.
- 1.6. “**Services**” means all services provided by BRINC under this Agreement, including software, BRINC Live Operations, and professional services.
- 1.7. “**Subscription Term**” means the period specified during which Agency will have access to the Services.
- 1.8. “**Third-Party Services**” means separate hardware, services, or applications manufactured, published, or performed a party other than BRINC that can be used in connection with the Services.

2. **Term and Termination**

- 2.1. Term. This Agreement begins on the Effective Date which is defined by shipment terms and continues based on the length of term defined in the Order Form (“**Term**”). BRINC will not authorize services until BRINC receives a signed Order Form or accepts a purchase order, whichever is first.

- 2.2. Term of Order Forms. Unless otherwise stated in the applicable Order Form, (a) the initial Subscription Term of each Order Form begins on the effective date based on shipping and receiving terms of such Order Form and continue for the Subscription Term stated in the Order Form; and (b) the Subscription Term will automatically renew for a Subscription Term equivalent to the initial Subscription Term, unless either party provides the other party with written notice of non-renewal at least 30 days before the end of the then-current Subscription Term.
- 2.3. Termination for Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to BRINC's uncured breach, BRINC will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 2.4. Termination by Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 2.5. Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all Fees incurred before the effective date of termination. If Agency purchases BRINC Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, BRINC will invoice Agency the difference between the MSRP for BRINC Devices received, including any spare BRINC Devices, and amounts paid towards those BRINC Devices. Only if terminating for non- appropriation, Agency may return BRINC Devices to BRINC within 30 days of termination. MSRP is the standalone price of the individual BRINC Device at the time of sale. For bundled BRINC Devices, MSRP is the standalone price of all individual components.
- 2.6. Survival. The sections titled "Effect of Termination," "Survival," "Fees, Payment, and Shipping," "Confidentiality," "Disclaimers," "Proprietary Rights," "IP Indemnification," "Limitation of Liability," and "Miscellaneous" will survive any termination or expiration of this Agreement.
3. **Fees, Payment, and Shipping**
- 3.1. Fees. Unless otherwise stated in the relevant Order Form, BRINC will invoice Agency upon shipment of the BRINC Devices in the Order Form, and payment is due within 30 days from the invoice date. For all Subscription Fees, BRINC will invoice Agency annually on the anniversary of the initial invoice. Payment obligations are non-cancelable. Unless otherwise stated in an Order Form, BRINC may increase the Fees upon renewal of each Order Form Subscription Term by providing written notice to Agency at least 45 days before the commencement of the applicable renewal Subscription Term.
- 3.2. Late Payments. If BRINC does not receive any invoiced amount by the invoice due date, then without limiting BRINC's rights or remedies, BRINC may, unless prohibited by law, charge Agency late interest fees at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law, plus all expenses of collection, including reasonable attorneys' fees.
- 3.3. Payment Disputes. BRINC will not exercise its rights under the "Late Payments" section above if Agency disputes the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

- 3.4. Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides BRINC a valid tax exemption certificate.
- 3.5. Refunds. All sales are final. BRINC does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Agency will pay invoices without setoff, deduction, or withholding.
- 3.6. Shipping. BRINC may make partial shipments and ship BRINC Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon BRINC's delivery to the common carrier. Agency will pay any shipping charges in the Order Form. Changes in the estimated ship date may change charges in the Order Form. Shipping dates are estimates only. BRINC is not responsible for typographical errors in any offer by BRINC, and BRINC may cancel any orders resulting from such errors. Orders are subject to prior credit approval.
4. **Hardware Warranties and Disclaimers**
- 4.1. Hardware Warranty. BRINC warrants that BRINC manufactured Devices are free from defects in workmanship and materials for one year from the date of Agency's receipt. For BRINC manufactured Devices purchased by Agency under the BRINC Support Program, BRINC warrants such BRINC Devices are free from defects in workmanship and materials from the date of Agency's receipt for the duration of the BRINC Support Program term.
- 4.2. Disclaimers. **Except as expressly provided herein, BRINC provides all software and Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Third-Party Services are not covered by BRINC's warranty and are only subject to the warranties of the third-party provider or manufacturer.**
- 4.3. Claims. If BRINC receives a valid warranty claim for a BRINC manufactured Device during the warranty term, BRINC's sole responsibility is to repair or replace such Device with the same or like BRINC manufactured Device, at BRINC's option. A replacement BRINC-Manufactured Device will be new or like new. The warranty of the replacement BRINC manufactured Device will be the longer of (a) the remaining warranty of the original BRINC manufactured Device or (b) 90-days from the date of repair or replacement.
- 4.4. Exclusions. BRINC's warranty excludes damage related to: (a) failure to follow BRINC Device use instructions; (b) BRINC Devices used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Device; (d) force majeure; (e) BRINC Devices repaired or modified by persons other than BRINC without BRINC's written permission; (f) BRINC Devices with a defaced or removed serial number; or (g) Agency's failure to complete training from BRINC on operating and flying the BRINC Device prior to Agency's use of the BRINC Device. BRINC's warranty will be void if Agency resells BRINC Devices.
- 4.5. Replacement Device. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes BRINC's property. Before delivering a BRINC Device for service, Agency must download BRINC Device data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Device sent to BRINC for service.

4.6. Spare BRINC Devices. At BRINC’s reasonable discretion, BRINC may provide Agency a predetermined number of spare BRINC Devices. Spare BRINC Devices are intended to replace broken or non-functioning units while BRINC repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Devices shall pass to Agency as described in the “Shipping” section.

5. Confidentiality

5.1. Definition of Confidential Information. “**Confidential Information**” means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. To the extent permissible by law, BRINC pricing is Confidential Information and competition sensitive.

5.2. Protection of Confidential Information. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party’s Confidential Information. Unless required by law, neither Party will disclose the other Party’s Confidential Information during the Term and for 5 years thereafter.

5.3. Disclosure. Either party may disclose Confidential Information to the extent required by law, provided that the receiving party gives the disclosing party reasonable advance notice of such disclosure and cooperates with the disclosing party so the disclosing party may obtain appropriate treatment for such Confidential Information. If Agency receives a public records request to disclose BRINC Confidential Information, to the extent allowed by law, Agency will provide notice to BRINC before disclosure. BRINC may publicly announce information related to this Agreement.

6. Proprietary Rights

6.1. BRINC Device and Services. BRINC and its licensors own and reserve all right, title, and interest in BRINC Devices, Services, and Documentation, including all related intellectual property rights, underlying technology, derivative works, modifications, or improvements of any of the foregoing. No rights are granted to Agency hereunder other than as expressly stated herein.

6.2. Feedback. Agency hereby grants BRINC a perpetual, irrevocable, royalty-free and fully paid right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Agency related to the BRINC Devices or Services or other BRINC products or services.

7. Limitation of Liability

7.1. Exclusion of Certain Types of Damages. **Except to the extent prohibited by law, neither party will have any liability arising out of or related to this Agreement for any indirect, exemplary, incidental, special, punitive, cover, business interruption, lost profit, or consequential damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or has been advised of the possibility of such damages or if a party’s remedy otherwise fails of its essential purpose.**

7.2. Liability Cap. **Except for amounts payable under BRINC’s intellectual property indemnification obligations under “IP Indemnification”, in no event will the aggregate total liability of either party arising out of or related to this Agreement exceed the purchase price paid to BRINC for the BRINC Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. The foregoing limitation will apply whether an action**

is in contract or tort and regardless of the theory of liability but will not limit Agency's payment obligations under the "Fees and Payments" section above. In the event Agency (i) modifies a BRINC Device, (ii) fails to operate a BRINC Device in accordance with BRINC's warnings or guidelines, or (iii) is involved in an accident involving a BRINC Device, BRINC will have no liability to Agency for any damages.

8. IP Indemnification

- 8.1. Indemnification by BRINC. BRINC will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of BRINC Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide BRINC with written notice of such claim, tender to BRINC the defense or settlement of such claim at BRINC's expense and cooperate fully with BRINC in the defense or settlement of such claim. BRINC's IP indemnification obligations do not apply to claims based on (a) modification of BRINC Devices or Services by Agency or a third-party not approved by BRINC; (b) use of BRINC Devices and Services in combination with hardware or services not approved by BRINC; (c) use of BRINC Devices and Services other than as permitted in this Agreement; or (d) use of BRINC software that is not the most current release provided by BRINC.
- 8.2. Sole and Exclusive Remedy. If BRINC receives information about an infringement or misappropriation claim related to BRINC Devices or Services, BRINC may and at no cost to Agency: (i) modify the BRINC Devices or Services so that they are no longer claimed to infringe or misappropriate; (ii) obtain a license for Agency's continued use of the BRINC Devices or Services in accordance with this Agreement; or (iii) terminate Agency's subscriptions for the BRINC Devices or Services upon 30 days' written notice and refund Agency any prepaid fees covering the remainder of the subscription term of the terminated Services. This Indemnification section sets forth BRINC's sole liability to, and the Agency's exclusive remedy against, BRINC for the third-party claims described herein.

9. Additional Offerings; Changes to Offerings

- 9.1. Online Support Platforms. Use of BRINC's online support platforms is governed by the specific Terms of Use Appendix.
- 9.2. New offerings. New devices and services may require additional terms.
- 9.3. Design Changes. BRINC may make design changes to any BRINC Device or Service without notifying Agency or making the same change to BRINC Devices and Services previously purchased by Agency. Any such design changes will not materially decrease the overall functionality of the Services or BRINC Devices.
- 9.4. Bundled Offerings. If Agency purchases a bundled offering from BRINC and (i) some offerings in the bundle are not currently available at the time of purchase, or (ii) Agency elects not to utilize any portion of the bundle, BRINC will not provide a refund, credit, or additional discount beyond what is in the Order Form.

10. Use of BRINC Devices and Services

- 10.1. Third-Party Software and Services. Agency may integrate BRINC Devices or Services with Third-Party Services. The terms and conditions governing Agency's access, use, and exchange of data

with Third-Party Services is solely between Agency and the Third-Party Services provider. BRINC does not endorse or support and is not responsible for Third-Party Services. Agency is solely responsible and liable for its use of Third-Party Services. BRINC has no obligation to support any integration of Third-Party Services with the Services and may cease any integrations of Third-Party Services at any time.

- 10.2. Agency Responsibilities. Agency is responsible for (a) Agency's use of BRINC Devices and Service, including ensuring that Agency and End Users adhere to all applicable laws and regulations applicable to the operation of unmanned aircraft system and that Agency and End Users operate BRINC Devices in accordance with the Documentation (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of BRINC Devices; (d) ensuring BRINC Devices are destroyed and disposed of securely and sustainably at Agency's cost; (e) any regulatory violations or fines, as a result of improper use, destruction, or disposal of BRINC Devices; and (f) ensuring no modifications are made to weaponize the BRINC Device.
- 10.3. Cloud Services. Agency may purchase cloud services from BRINC to utilize a SaaS based platform to store and manage footage captured from a BRINC Device ("**Cloud Services**"). Any data that Agency uploads to Cloud Services from a BRINC Device will be considered Agency Data. BRINC may collect and analyze information relating to Agency's use of Cloud Services and BRINC Devices, including Agency Data, in connection with Agency's use of Cloud Services. BRINC may use such information to develop and improve the Cloud Services and BRINC Devices and other BRINC offerings, but only in aggregate, anonymized form which cannot be readily linked to Agency or any specific entity or natural person ("**Aggregated Anonymous Data**"). For sake of clarity, Aggregated Anonymous Data is not Agency Data. BRINC may utilize third-party cloud hosting providers to store Agency Data. If data is stored within BRINC's cloud based partner ecosystem, such third party retains ultimate responsibility for the availability and integrity of Agency Data. BRINC will implement and maintain appropriate administrative, physical, and technical security measures designed to protect the security, confidentiality, and integrity of, and prevent the unauthorized disclosure of, Agency Data.

11. **Donations and Beta Tests**

- 11.1. Charitable Donations. Upon mutual agreement between BRINC and Agency, BRINC may provide certain products and services to Agency, as a charitable donation. By accepting a charitable donation, Agency represents and warrants that it may do so under applicable law. BRINC may publicly announce its participation in any such charitable donation and use Agency's name in marketing materials. BRINC may terminate the charitable program without cause immediately upon notice to the Agency.
- 11.2. Free Trials and Beta Testing. BRINC may offer optional free trial or beta access to BRINC Services or Devices. Use of free trials and betas is only for Agency's internal evaluation during a 30-day period, unless otherwise specified in writing by BRINC. Either party may terminate Agency's use of free trials and betas at any time for any reason.
- 11.3. Limitations. Trials and betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, BRINC offers no warranty, indemnity, or support for free trials and betas or charitable donations, and its liability for such use will not exceed US\$1,000.

12. **Miscellaneous**

- 12.1. **Force Majeure.** Except for Agency's obligation to pay Fees owed, neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 12.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 12.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.4. **Cooperative Purchasing.** To the extent legally allowed, Agency will permit other governmental agencies to utilize this Agreement under the same terms and conditions to purchase the same Services and BRINC Devices described in the Order Form.
- 12.5. **Insurance.** BRINC will maintain General Liability and Workers' Compensation insurance. Upon request, BRINC will supply certificates of insurance.
- 12.6. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 12.7. **U.S. Government Restricted Rights.** If Agency is a U.S. federal government department or agency or contracting on behalf of such department or agency, the Services are a "Commercial Product" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to Agency with only those rights as provided under the terms and conditions of this Agreement.
- 12.8. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 12.9. **Anti-Bribery.** Neither party has received or been offered any illegal or improper bribe, rebate, payoff, influence payment, kickback, or other thing of value from an employee or agent of the other party in connection with this Agreement.
- 12.10. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. BRINC may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 12.11. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 12.12. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

- 12.13. Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 12.14. Notices. All notices required or permitted under this Agreement must be in English and delivered in writing. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with BRINC. Notices to BRINC shall be provided to BRINC Drones Inc, Inc., Attn: Legal, 1055 N. 38th St. Seattle, WA 98103.
- 12.15. Entire Agreement. This Agreement, including any Order Form(s) or SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. Any terms within the Agency's purchase order in response to an Order Form will be void.
- 12.16. Counterparts. If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

Agency	BRINC Drones, Inc.
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

BRINC Training Appendix

This BRINC Training Appendix applies to Agency's purchase of BRINC training services.

1. **Use of Training Services.** If Agency purchases any BRINC training services, Agency must schedule such services within 30 days of the Effective Date.
2. **End user go-live training and support sessions.**
 - 2.1. BRINC Go-Live Ground School. If Agency purchases this training services package, BRINC's training will include the following:
 - Structured training on standard device and emergency operations.
 - In-depth device charging, troubleshooting and maintenance steps.
 - Operational best practice with the respective device.
 - Reality-based scenario training.
 - Hands-on assistance with set-up and integration.
 - Support sessions
 - 2.2. BRINC Lemur Familiarization and Overview. If Agency purchases this training services package, BRINC's training will include the following:
 - Virtual overview of device nomenclature, basic and emergency operations, charging, routine maintenance and description of basic integration of the respective device.
 - Support sessions
3. **Delivery of Training**
 - 3.1. Timing. BRINC personnel will perform all training Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed to in writing.
 - 3.2. On-Site Training. If BRINC will be performing training at Agency's location, Agency is responsible for ensuring the site is suitable for training. If the training is scheduled for multiple days, the training days must be scheduled consecutively.

BRINC Support Program Appendix

If the Agency purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

- BRINC Support Program.** The BRINC Support Program is an extended full-service warranty that starts on the Subscription Term and terminates as detailed in the Order Form. The extended warranty includes unlimited repairs on BRINC Devices and unlimited replacements for any Lemur, Responder or Guardian Airframe that BRINC is unable to repair between hardware Upgrades. For BRINC Ball, BRINC will provide unlimited repairs and replacements for any BRINC Ball that BRINC is unable to repair. The extended warranty includes unlimited repairs and unlimited replacements for any Responder, Guardian or future outdoor Airframe and corresponding Station(s) that BRINC is unable to repair between hardware upgrades. The Responder and Guardian Camera payload has a maximum replacement of 1 per year if damaged or destroyed and unable to be repaired. Agency is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
- BRINC Support Program Upgrade.** If Agency has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Agency a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Order Form (“**Upgrade**”). If Agency purchased BRINC Support Program, BRINC will provide a Lemur Drone Upgrade that is the same or like BRINC Device, at BRINC’s option. BRINC makes no guarantee the Upgrade will utilize the same accessories.
- Upgrade Delay.** BRINC may ship the Upgrades as scheduled in the Order Form without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Order Form 60 days before the end of the Subscription Term without prior confirmation from Agency.
- Upgrade Change.** If Agency wants a different BRINC Device model from the Upgrade offered by BRINC, Agency must pay the price difference between the MSRP for the desired BRINC Device and the MSRP for the Upgrade. If the model Agency desires has an MSRP less than the MSRP of the offered Upgrade, BRINC will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
- Firmware Updates.** BRINC will provide Updates and Upgrades to BRINC Device firmware for as long as a BRINC Device is part of an active Support Program. An “**Update**” is a generally available release that BRINC makes available from time to time. An “**Upgrade**” includes (i) new versions of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included.
- Return of Original BRINC Device.** Within 30 days of receiving an Upgrade, Agency must return the original BRINC Devices to BRINC or destroy the BRINC Devices and provide a certificate of destruction to BRINC including serial numbers for the destroyed BRINC Devices. If Agency does not return or destroy the BRINC Devices, BRINC will deactivate the serial numbers for the BRINC Devices received by Agency. If Agency does not return or destroy the BRINC Devices, (i) Agency cannot resell, gift, or donate the BRINC Devices; (ii) Agency will not allow the BRINC Devices to be used for personal use; (iii) Agency must retain direct custody and control of the BRINC Devices;

and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices.

7. **Termination.** If Agency's payment for BRINC Support Program is more than 30 days past due, BRINC may terminate Agency's BRINC Support Program purchase. Once the BRINC Support Program terminates for any reason, then:
 - 7.1. BRINC Support Program coverage terminates as of the date of termination and no refunds will be given.
 - 7.2. BRINC will not and has no obligation to provide Upgrades.
 - 7.3. Agency must make any missed payments due to the termination before Agency may purchase any future BRINC Support Program.
8. **Trade-in.** If the Order Form contains a discount on Lemur related line items, including items related to Support Program Plans, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to BRINC. BRINC will pay shipping costs of the return. If BRINC does not receive Trade-In Units within the timeframe below, BRINC will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

BRINC Live Operations Appendix

If Agency purchases BRINC Live Operations or a bundle including BRINC Support Program, this appendix applies.

1. BRINC Live Operations Subscription Term.

- 1.1. As a Bundled Offering. If Agency purchases BRINC Live Operations as part of a bundled offering, the BRINC Live Operations subscription begins on the later of the (1) start date of that bundled offering, or (2) date BRINC provisions BRINC Live Operations to Agency.
- 1.2. As a Standalone. If Agency purchases BRINC Live Operations as a standalone, the BRINC Live Operations subscription begins the later of the (1) date BRINC provisions BRINC Live Operations to Agency, or (2) first day of the month following the Effective Date.
- 1.3. End Date. The BRINC Live Operations subscription term will end upon the completion of the Subscription Term as documented in the Order form.

2. **Scope of BRINC Live Operations**. The scope of BRINC Live Operations is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses BRINC Live Operations outside this scope or Agency's data usage suggests use outside of the scope, BRINC may initiate good-faith discussions with Agency on upgrading Agency's BRINC Live Operations to better meet Agency's needs. For Drone deployments, the licensed pilot is ultimately responsible for the aircraft and LiveOps is an assistance tool to fly remotely. BRINC cannot guarantee 100% connection to the aircraft from LiveOps.

3. **Partner Networks**. BRINC Live Operations relies on the support of third-party wireless providers ("**Partner Networks**"). Partner Networks are made available as-is and the Partner Networks make no warranties or representations as to the availability or quality of roaming service provided by the Partner Networks. The Partner Networks will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying Partner Network or its affiliates or contractors, and Agency is not a third-party beneficiary of any agreement between BRINC and Partner Networks.

4. **Data Plan**. BRINC is responsible for handling all customer satisfaction issues related to the Data Plan, for which the BRINC provided SIM card is integral to its operation. BRINC will invoice Agency for Data Plan and SIM card directly. The Data Plan utilizes Partner Networks, but BRINC will be responsible for all network related issues. If data is stored within BRINC's cloud based partner ecosystem, ultimate responsibility for data availability and integrity will be the responsibility of the partner.

5. **Termination**. Upon termination of this Agreement or applicable Order Form, or if Agency stops paying for BRINC Live Operations or a bundle that includes BRINC Live Operations, BRINC will end BRINC Live Operations services, including any BRINC-provided LTE service.

Drones as a First Responder Early Access Program

If Agency participates in the Drones as a First Responder Early Access Program, this appendix applies.

1. **Early Access.** If BRINC provides Agency access to the Drones as a First Responder Early Access Program (“**Program**”) before BRINC makes the Drones as a First Responder service generally available, BRINC will provide Agency with early access to the Program for the purpose of testing, evaluation, and feedback. Agency acknowledges and agrees that participation in the Program does not entitle Agency to any discounts, reduced fees, or other benefits not explicitly stated in this Agreement. The Program is not intended as a discount or incentive program.
2. **Feedback and Testing.** Agency agrees to provide feedback, reports, and test results to BRINC, including any issues, suggestions, or improvements related to the products and services used during the Program. BRINC may use Agency's feedback and suggestions to improve its products and services but is under no obligation to implement or adopt any of the feedback provided by Agency.

Agency hereby grants BRINC a perpetual, irrevocable, royalty-free and fully paid right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Agency related to the Program or other BRINC products or services, including for the purpose of improving and enhancing BRINC’s offerings.

3. **Consulting Services.** If Agency’s use of the Program includes consulting services, the parties will enter into a separate statement of work to further describe the deliverables as part of such consulting services.
4. **Confidentiality.** Agency agrees to maintain the confidentiality of all information, materials, and data related to the Program, including any pre-release versions of the products and services, and shall not disclose such information to any third party without BRINC's prior written consent.

BRINC Integrations Appendix

If Agency purchases any offerings from BRINC involving integrations with Third-Party Services, this appendix applies.

1. **Scope.** The Quote or a statement of work (SOW) will identify whether Agency or BRINC is responsible for completing integration work.
2. **Use of API.** Agency may utilize BRINC's API to facilitate an integration between BRINC Services and Third-Party Services. If Agency utilizes BRINC's API for such purpose, BRINC grants to Agency a non-exclusive, non-transferable, revocable, personal license to use the API and associated documentation, solely for internal use and solely in connection with Agency's access to BRINC Services, during the Term. Agency shall ensure proper integration with the latest version of BRINC's API promptly following BRINC making it generally available in accordance with the applicable documentation made available by BRINC.
3. **Support.** If BRINC is responsible for the integration work, for 30 days after completing integration services, BRINC will provide up to five hours of remote support at no additional charge. If Agency maintains a subscription or license to BRINC Services, BRINC will provide Agency free support for issues caused by changes to BRINC Services. BRINC is not responsible for providing support for issues caused by changes to Agency's software or systems, or for issues caused by Third-Party Services.
4. **Agency Responsibilities.** If BRINC performs the integration work, Agency will:
 - a. Make available relevant Agency systems to BRINC;
 - b. Make required modifications to Agency's hardware, facilities, systems, networks, or software as needed for BRINC to successfully complete the integration;
 - c. Ensure that knowledgeable staff who are familiar with Agency's systems are available as reasonably needed to support and complete the integration work;
 - d. Ensure all appropriate data backups are performed; and
 - e. Provide assistance and participate in any testing required for the integration.



Redmond Police Dept Drone Program

Redmond Police Dept, WA

8701 160th Ave NE
Redmond, WA 98052
United States

Darrell Lowe

Chief
dlowe@redmond.gov
425-556-2521

Reference: 20240326-085654988

Quote created: March 26, 2024

Quote expires: December 15, 2024

Quote created by: Nolan Sieger

Sales Operations Manager

nolan.sieger@brincdrones.com

+19092602152

Any applicable taxes the agency owes will be added when invoicing if they are not included in this quote. If the agency is tax-exempt, please provide documentation to your BRINC Drones point of contact.

Item & Description	Quantity & Total
Redmond Police Department Drone Program Year 1	1 x \$324,993.00
Hardware Delivery:	after \$224,994.00 discount
2x Responder w/ Station DFR	\$99,999.00
LiveOps DFR	
- Teleoperations	
- Community Transparency Portal	
Implementation	
- Installation of 2 Stations	
2x Responder with Patrol-led DFR	
- LiveOps DFR	
2x LEMUR 2	
- LiveOps Tactical	
5x BRINC Ball	
- LiveOps BRINC Ball	
Training included for all airframes	
Unlimited repairs and replacements for all airframes and BRINC Ball.	
Limit 1x camera replacement per year for Responder. (manufacturer-related camera defects will be rectified by BRINC.)	
Maintenance for Stations included.	
Redmond Police Department Drone Program Year 2	1 x \$324,993.00
LiveOps DFR	after \$99,993.00 discount
- Teleoperations	\$225,000.00
- Community Transparency Portal	
LiveOps Patrol-led DFR	
LiveOps Tactical	
Unlimited repairs and replacements for all airframes and BRINC Ball.	
Limit 1x camera replacement per year for Responder. (manufacturer-related camera defects will be rectified by BRINC.)	
Maintenance for Stations included.	

Item & Description**Quantity & Total**

Redmond Police Department Drone Program Year 3	1 x \$374,993.00
Hardware Delivery:	after \$149,993.00 discount
1x Guardian + Station Upgrade from Responder + Station Implementation	\$225,000.00
- Installation of 1x Guardian Station	
Hardware refresh for 2 Lemur, 2 Responders w/ Patrol-Led DFR, 1 Responder w/ Station DFR & 5 Brinc Ball. Refresh of 1 Responder Station if required for new Responder airframe.	
LiveOps DFR	
- Teleoperations	
- Community Transparency Portal	
LiveOps Patrol-led DFR	
LiveOps Tactical	
Training included for all Airframes	
Unlimited repairs and replacements for all airframes and BRINC Ball.	
Limit 1x camera replacement per year for Responder. (manufacturer-related camera defects will be rectified by BRINC.)	
Maintenance for Stations included.	

Redmond Police Department Drone Program Year 4	1 x \$374,993.00
LiveOps DFR	after \$149,993.00 discount
- Teleoperations	\$225,000.00
- Community Transparency Portal	
LiveOps Patrol-led DFR	
LiveOps Tactical	
Unlimited repairs and replacements for all airframes and BRINC Ball.	
Limit 1x camera replacement per year for Responder. (manufacturer-related camera defects will be rectified by BRINC.)	
Maintenance for Stations included.	

Item & Description**Quantity & Total**

Redmond Police Department Drone Program Year 5	1 x \$374,993.00
Hardware refreshes for 5 Brinc Ball, 2 Lemur, 2 Responder with Patrol-Led DFR, 1 Responder with Station DFR and 1 Guardian with Station DFR	after \$149,993.00 discount
	\$225,000.00

Guardian and Responder Stations will be refreshed if required for new airframes.

LiveOps DFR

- Teleoperations

- Community Transparency Portal

LiveOps Patrol-led DFR

LiveOps Tactical

Training included for all airframes.

Unlimited repairs and replacements for all airframes and BRINC Ball.

Limit 1x camera replacement per year for Responder and Guardian. (manufacturer-related camera defects will be rectified by BRINC.)

Maintenance for Stations included.

Redmond Police Department Drone Program Year 6	1 x \$374,993.00
LiveOps DFR	after \$149,993.00 discount
- Teleoperations	\$225,000.00
- Community Transparency Portal	
LiveOps Patrol-led DFR	
LiveOps Tactical	

Training included for all airframes.

Unlimited repairs and replacements for all airframes and BRINC Ball.

Limit 1x camera replacement per year for Responder and Guardian. (manufacturer-related camera defects will be rectified by BRINC.)

Maintenance for Stations included.

One-time subtotal	\$1,224,999.00
	after \$924,959.00 discount

Total	\$1,224,999.00
--------------	-----------------------

Purchase Terms and Bundle Details

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Payment Schedule

Name	Due date	Amount
Payment 1	Upon Delivery	\$99,999.00
Payment 2	Start of Year 2	\$225,000.00
Payment 3	Start of Year 3	\$225,000.00
Payment 4	Start of Year 4	\$225,000.00
Payment 5	Start of Year 5	\$225,000.00
Payment 6	Start of Year 6	\$225,000.00

Questions? Contact me



Nolan Sieger

Sales Operations Manager

nolan.sieger@brincdrones.com

+19092602152

BRINC Drones

1055 N. 38th St.

Seattle, WA 98103

United States

Security

FAQ



Security

brinc

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1. Security & Trust

1.1. Who is your Cloud provider?

LiveOps is hosted in Amazon Web Services (AWS) only in United States regions. Our current cloud is hosted in Oregon, US.

1.2. Is your Cloud provider CJIS compliant?

Yes. Information about AWS CJIS compliance can be found [here \(https://aws.amazon.com/compliance/cjis/\)](https://aws.amazon.com/compliance/cjis/).

1.3. Can AWS employees access my data?

No, the FBI has worked with AWS to acknowledge that the commercial AWS environment is CJIS compliant and employees cannot access the data.

1.4. Is LiveOps hosted only in the US?

Yes. LiveOps is only hosted in CJIS compliant regions and data is not sent outside of the US.

1.5. Do you Encrypt at REST?

Yes. LiveOps abides by CJIS encryption at REST requirements when storing data in the cloud.

1.6. Do you Encrypt in TRANSIT?

Yes. LiveOps abides by CJIS encryption in TRANSIT requirements.

1.7. Do Brinc employees access my evidentiary data?

No. Brinc employees will not access your evidentiary data unless directly requested by the customer admin to resolve data access, corruption issues, etc. Any Brinc employee that will access your data per the customers approval, will have gone through the CJIS Security Awareness training.

1.8. Does LiveOps require Two Factor Authentication (2FA)?

Yes. LiveOps requires 2FA for all login attempts by all user types.

1.9. Will my evidence be CJIS compliant?

Yes. Evidence stored in LiveOps will be stored in BRINC Vault which is CJIS compliant once evidence management is offered.

1.10. Is cellular data Encrypted in transit during livestream?

Yes. Data is encrypted using TLS 1.2 or greater during livestream and is separate from evidentiary data, and thus separated from CJIS requirements.

1.11. Is data transmitted over the local mesh network Encrypted?

Yes. Mesh radio transmissions between controller and drone are AES-256 encrypted

1.12. Will my data be CJIS compliant if I download it locally?

Yes. The data is Encrypted at REST per CJIS and will be Encrypted in Transit to your local computer pursuant to CJIS compliance requirements.

2. Data Storage & Streaming

2.1. How is my evidentiary data from the drone stored in LiveOps?

Your data is stored on your drone's SD card which can then be uploaded to LiveOps for storage.

2.2. Are Streamed 3D Maps Stored In LiveOps?

3D map data is streamed live from the drone to the cloud and to your computer. This data is stored for 24 hours in the cloud. The original file can then be uploaded via the SD card to be stored in LiveOps indefinitely.

2.3. Is the streamed telemetry data I see on the video stored in the cloud?

You will see telemetry such as cell signal strength and battery percentage on your livestream which is only provided for real-time information. This data is also accessible once uploaded from the drone's SD card into LiveOps.

2.4. Can a drone be taken over remotely by a hacker?

Lemur 2 drones have no remote pilot capability. Outdoor drones with teleoperation capability via LiveOps have remote control messages encrypted to the same standards as CJIS for evidence storage. Direct pilot control of all drones, via our handheld controller, is also secured by AES-256 encryption.

2.5. Is piloting of my drone secure?

Brinc has taken extensive measures to encrypt all traffic between the drone and the computer to ensure a secure connection. All connections are encrypted to AES-128 or AES-256 depending on the link. Each drone has unique credentials which Brinc can revoke at any time if requested by the customer.

2.6. Streaming Data Reference Diagram

[Appendix \(a.\) Data Flow Diagram](#) shows how streaming and stored data moves from *drone* to *cloud* to *liveops.brincdrones.com* on your computer.

2.7. Does LiveOps store any payment information?

No, LiveOps does not store any payment information (credit card, account numbers, etc.)

2.8. How are encryption keys managed

Encryption keys are fully managed in our AWS cloud management.

3. Password Management

3.1. Are there password requirements?

Yes, passwords require a minimum of 12 characters and require uppercase letters, lowercase letters, numbers, and symbols. Password changes are required and forced to be changed every 90 days.

3.2. Do you require Multi Factor Authentication (MFA)?

Yes, all users require MFA with a One Time Passcode (OTP) of 6 digits sent to a phone number.

4. Accessibility & Updates

4.1. Do I need to download anything to enable LiveOps?

No, LiveOps is fully cloud hosted and works best through the Chrome browser. No local program installation is required.

4.2. Can I use LiveOps on a mobile device?

Yes, LiveOps is fully functional on a mobile device such as a phone or tablet. Some features are only available on desktop such as data upload due to requiring an SD card being plugged in.

4.3. Is LiveOps available 24/7?

Yes, LiveOps is available 24/7 around the clock.

4.4. How do I get the newest version of LiveOps?

LiveOps updates are done automatically in our cloud environment and will be available immediately upon deployment.

4.5. How do I know if a new update or feature is available?

Emails are sent to all of our LiveOps users when new features or improvements are deployed to LiveOps.

4.6. Does my computer need internet access to use LiveOps?

Yes, your computer will need a stable internet connection to be able to access LiveOps.

4.7. Do I need to do anything with our firewall or IT security to enable LiveOps?

Generally LiveOps will work on day one without any changes. The only changes we've needed to help customers through is enabling VOIP traffic if your firewall blocks it, and you would like to use the calling features in LiveOps. Brinc Customer Success will help with your department and your IT team during onboarding to ensure accessibility.

<https://www.twilio.com/docs/voice/sdks/network-connectivity-requirements>

5. NDAA Compliance & Country of Origin

5.1. Are BRINC drones NDAA compliant?

Yes, the Lemur 2 and Responder drones, controllers, and battery packs are all NDAA compliant. This includes compliance with section 889 introduced in the FY19 NDAA bill, section 848 introduced in the FY20 NDAA bill and the American Security Drone Act introduced in 2024.

5.2. Where are BRINC drones assembled?

Final manufacturing, calibration, and configuration of BRINC devices (including drones, controllers, battery packs, drone accessories, and nests) is performed at BRINC headquarters in Seattle, WA, USA.

5.3. Who supplies the PCBAs and chipsets used in BRINC drones?

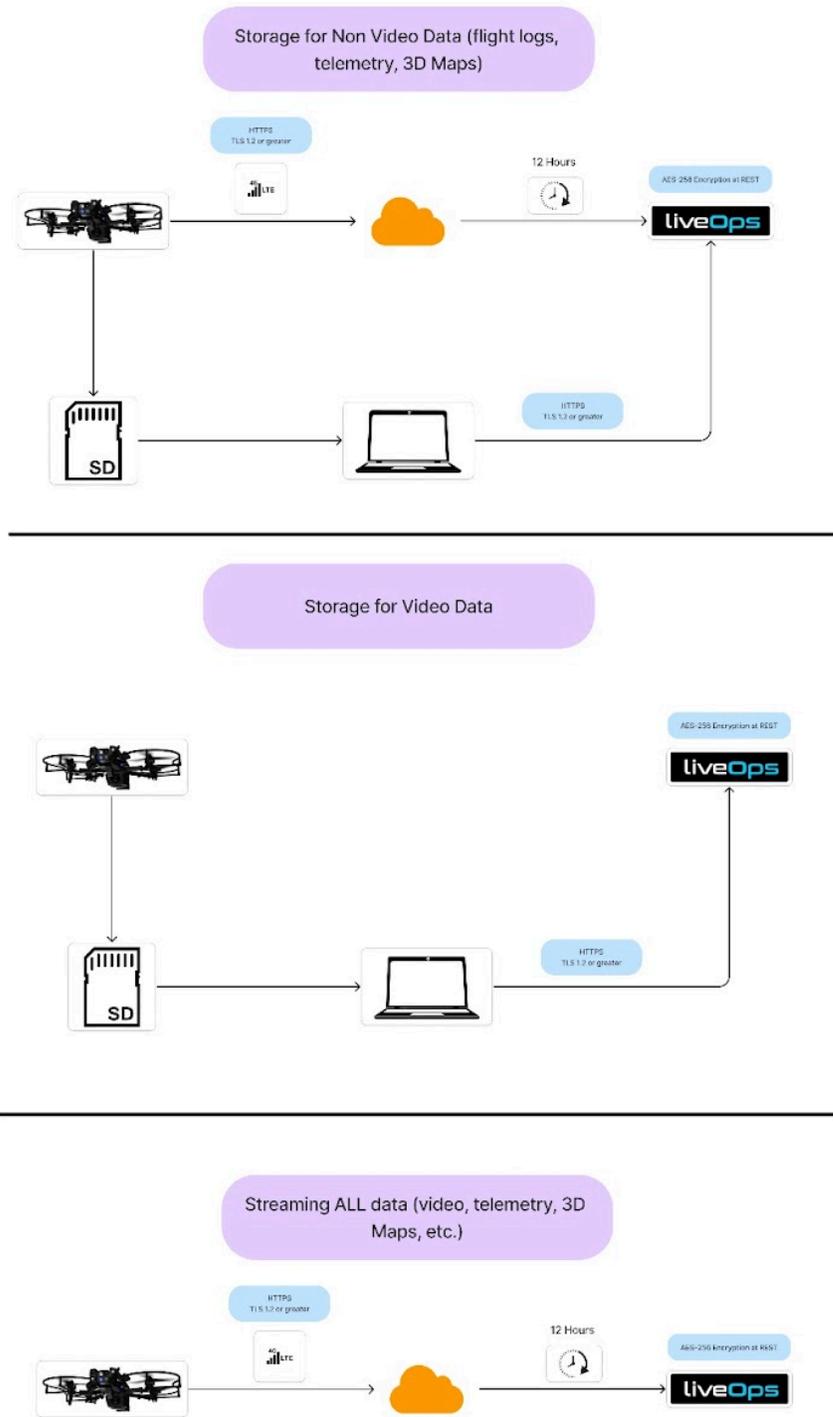
The BRINC Lemur 2 and Responder drones are composed of a combination of BRINC designed custom printed circuit board assemblies (PCBA) and modules sourced from trusted suppliers in allied nations. No PCBAs or compute (CPU, MCU, GPU) components are sourced from suppliers or semiconductor companies based in Foreign Adversary nations.

5.4. Where is BRINC software developed?

The software & firmware in the Lemur 2 drone, Responder drone, Pilot controller, and Station nest are all developed by a combination of BRINC and trusted USA and UK based suppliers. Software updates are provided directly by BRINC. No software is developed by or sourced from companies based in Foreign Adversary nations.

A. Appendix

a. Data Flow Diagram



Sole Source Letter for BRINC's Drone Program

BRINC Drones is the sole company that develops the complete hardware, software, and services for the BRINC Drone Program. This program features U.S. manufactured, NDAA-compliant hardware and offers a comprehensive public safety solution. It integrates program-related services, specialized software, both outdoor and indoor drone capabilities, and a drone nest, providing a unique set of features.

Outdoor Capabilities: BRINC Responder Drone

- Integrated loudspeaker (with siren function) and microphone, transforming the drone into a mobile communication hub for negotiations, emergency announcements, and more.
- Equipped with a 3-axis gimbal paired with a high-resolution camera, ensuring stable and clear aerial footage for optimal situational awareness.
- 40x total zoom capability, provides detailed imagery even from a considerable distance, enhancing mission capabilities.
- 640 px thermal camera makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.
- With a flight time of 42 minutes, agencies are able to cover larger areas and complete missions more efficiently.
- Integrated emergency lights and siren enhance visibility and make it clear to the public that this is an emergency vehicle deploying to a call for service.
- Emergency responder markings on the drone clearly identify it as a public safety vehicle, and can be customized to include agency badge, patch, or city emblem.
- Forward obstacle avoidance sensors enhance flight safety by detecting and navigating around obstacles in real-time, reducing the risk of collisions.
- Features a versatile attachment rail, accommodating accessories such as a spotlight and payload dropper.
- Included AVSS parachute offering a streamlined FAA approval process for drone operators wishing to conduct operations over people.
- IP X4 weather resistance for greater useability in harsh conditions.
- Designed and manufactured in the USA, meeting the security standards set forth by the National Defense Authorization Act (NDAA).
- Lemur 2 and Responder share a common controller, charger, accessories, mesh radios, and software making it easy to standardize on a single solution.
- Blended cellular connection using both a 4G LTE module and BRINC Connect mesh networking radios for teleoperations or robust local control.

Deploy From Pre-Positioned Sites: BRINC Responder Station

- Enables autonomous drone take-off and landing procedures, streamlining mission deployment and operational efficiency while being ready to deploy at a moment's notice.
- An automatic charging mechanism charges the drone by centering it within the Station, where compatible contacts on the drone's legs establish a connection, ensuring operational readiness.
- Station doors provide a protective shield, safeguarding the drone from environmental factors such as adverse weather conditions, dust, and debris.
- Station is engineered to operate in challenging climates, ensuring reliable performance under adverse weather conditions.
- Rapid opening mechanism under 5 seconds for rapid response.
- Common 120 VAC (Standard US Plug, NEMA 5-15) plug allowing it to be plugged in a standard outlet.
- Critical components are elevated 13 inches above ground level, making it resistant to standing water in extreme weather conditions.
- Designed and manufactured in the USA, meets the security standards set forth by the National Defense Authorization Act (NDAA).
- Integrated, 30fps drone bay camera that streams directly to BRINC LiveOps for tracking drone status.

Indoor Capabilities: Lemur 2 Drone

- Integrated loudspeaker and microphone, transforming the drone into a mobile communication hub for negotiators.
- Glass breaker attachment, for effective entry into structures and ventilation of buildings.
- Payload Dropper Attachment, for delivering or dragging small objects during negotiations.
- Turtle Mode enables the LEMUR 2 to automatically flip back and redeploy in the event of being knocked over on its back.
- 6 hour perch time for extended eyes on critical locations.
- 190 degree gimbal range enabling the ability to look straight up above the drone.
- Integrated blue and white lights built into the gimbal. Lighting modes include persistent or strobe lights depending on the needs of the situation.
- Produce real-time floor plans while the drone is in flight, utilizing LiDAR sensors that stream data directly to the controller.
- Designed and made in the USA, meets the security standards set forth by the National Defense Authorization Act (NDAA).

Throwable Communications Device: BRINC Ball

- Integrated loudspeaker and microphone, transforming the BRINC Ball into a throwable communication hub for negotiators.
- Simple dial-to-connect interface, allowing on and offsite officers to connect to their BRINC Ball over a 4G connection through any available phone.
- Remote text commands, for accessing settings, checking battery life, and audio adjustments during a deployment.
- Durably manufactured, the BRINC Ball is designed to survive 10-foot drops onto concrete..
- Tamper-resistant design, with a custom-designed “key” to access the on/off switch.
- Integrated paracord loop, to allow officers to quickly deploy, and redeploy the BRINC Ball on extended missions.

Integrates with BRINC LiveOps, a cloud-based platform streamlining drone program operations, offering the following combination of features:

- View live streams from all connected BRINC drones, covering both outdoor and indoor drone operations. Including 4K color, zoom and thermal sensors.
- Teleoperation capability enables real-time, remote deployment and control of Responder through LiveOps, enabling operators to scalably deploy Responder to emergencies across their jurisdiction.
- Augmented reality overlay adds an extra layer of intelligence to coordinate response and pinpoint exact locations with the ability to see street names and addresses directly on live video feeds.
- Integrated with Live911, which feeds 911 call locations and allows teleoperators to hear live 911 call audio, further enhancing response capabilities.
- Import call-for-service locations directly from Computer-Aided Dispatch (CAD) systems, which enhances response times.
- Stream LEMUR 2 LiDAR data to LiveOps for stakeholders while the drone autonomously creates and shares 3D maps, saving all information on LiveOps.
- Communicate using the drone's and BRINC Ball's built-in loudspeaker and microphone, seamlessly connected to the LiveOps platform.
- Enhance negotiations with A.I. call transcriptions on LiveOps, ensuring accuracy, real-time insights, and collaborative decision-making.
- Manage fleets and teams, oversee pilots, maintain detailed flight records, and track call history.
- Integrated data and transparency dashboard, allowing the community to check and review drone operations.
- LiveOps is CJIS compliant, meeting FBI standards for managing criminal justice information, ensuring secure data handling.

- Data is securely hosted on AWS servers within the U.S., adhering to domestic data residency requirements.

Comprehensive airspace awareness integrated into BRINC LiveOps:

- ADS-B (Automatic Dependent Surveillance-Broadcast) broadcasts aircraft location, speed, and other data to air traffic control and nearby aircraft. The FAA mandates ADS-B Out for most aircraft in controlled US airspace, making this data essential for drone systems to monitor airspace traffic.
- Ground-based radar provides dual redundancy for enhanced safety alongside ADS-B's comprehensive airspace awareness. It identifies moving objects within 75 to 400 feet, including a 100-foot buffer, ensuring accuracy even for non-ADS-B compliant aircraft.
- Integrated weather data provides real-time and forecasted information, ensuring operators understand environmental factors that could impact drone flights, enhancing safety and efficiency.
- Integration with national airspace alerts ensures adherence to national airspace regulations and temporary flight restrictions (TFRs), allowing safe and compliant flight operations.
- Receive alerts for nearby aircraft, weather, or airspace restrictions, ensuring awareness of changing airspace conditions.
- A fusion of all services gives pilots the information they need to quickly and safely make decisions, as well as be alerted to what they need to observe.

Regulatory, Services, and Support

- BRINC regulatory support will help your agency obtain waivers, certificates of authorization (COAs) and more for operational compliance.
- In-person, virtual training and training the trainer options for personnel across all skill levels. This includes ongoing educational resources as new software releases come out.
- Provides robust operational support, including 24-hour phone support assistance, help with data analysis, and ongoing operational optimization.
- Collaborate with your agency to develop transparent communication strategies and community engagement initiatives.
- BRINC ensures a seamless installation process for its stations, optimizing location and deployment functionalities to enhance the reliability of the system.
- Get the latest BRINC technology plus unlimited replacements & repairs with the BRINC Safeguard program.



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-186
Type: Consent Item

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

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

DEPARTMENT STAFF:

Police	Brian Coats	Deputy Police Chief
Police	Ryan George	Lieutenant

TITLE:

Approval of the 2025 Rate Amendment to the Interlocal Agreement between the City of Redmond and the South Correctional Entity (SCORE)

OVERVIEW STATEMENT:

The City of Redmond is required to provide for housing for inmates detained on City misdemeanor charges. The City currently contracts with South Correctional Entity (SCORE), located in Des Moines, to provide these jail services. This Amendment to the 2025 SCORE ILA for Inmate Housing contains a rate increase of four (4) percent for guaranteed and non-guaranteed inmate beds.

The daily rates for guaranteed and non-guaranteed beds is effective January 1, 2025

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

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

OUTCOMES:

In 2025, SCORE guarantees the City twenty (20) beds per day. 2025 rates have increased four (4) percent. The booking fee has increased to \$80 from \$65. Increasing the number of guaranteed beds to twenty (20) aligns with projected needs and reduces costs. These increases help support increased medical costs; approximately 90% of SCORE population require medical or mental health services.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

\$1,300,000 is being budgeted for SCORE Jail services in 2025

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

228 Criminal Justice

Budget Priority:

Safe and Resilient

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

If yes, explain:

Included in the Total Cost statement, costs of specialized services have historically exceeded the budget allotment.

Funding source(s):

General Fund

Budget/Funding Constraints:

The 2025 budget for SCORE Services is \$1,300,000.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/19/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

This Interlocal Agreement Amendment takes effect on January 1, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

This 2025 SCORE ILA Amendment guarantees the City will have jail beds and services for detained inmates in 2025. If not signed, the City would need to immediately explore other options for jail services; these options are limited and could come at a greater expense or decreased services.

ATTACHMENTS:

- Attachment A: 2025 Amendment to Original Agreement for Inmate Housing
- Attachment B: Original Interlocal Agreement for Inmate Housing

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

(Amending Exhibit A: Fees and Charges and Services. Amending Housing Agreement: Section 7.)

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

RECITALS

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

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

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

Section 2. Amendment.

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

Daily Housing Rates

General Population – Guaranteed Beds	\$148.28	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$213.17	

Daily Rate Surcharges:

Mental Health – Residential Beds	\$170.32
Medical – Acute Beds	\$232.45
Mental Health – Acute Beds	\$297.79

Booking Fee \$80.00

Transport/Security Fee \$89.00/hr.

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

Section 3. Effective Date of Amendment. The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2025 at 12:01 a.m.

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

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

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

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

SOUTH CORRECTIONAL ENTITY

Signature

Signature

Title/Name Executive Director Devon Schrum

Title/Name: _____

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention: Devon Schrum

Email: dschrum@scorejail.org
Telephone: 206-257-6262

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and The City of Redmond a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, SCORE was formed by its Member Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the City of Des Moines (the "SCORE Facility") to serve the Member Cities and federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means January 1, 2020.

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

Daily Bed Rate means the daily rate Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009, executed among the parties thereto for the purpose of forming SCORE, as it may be amended and restated from time to time.

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

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

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

Member City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher Daily Bed Rate - Non-Guaranteed, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE known by 20817 17th Avenue South, Des Moines, WA 98198.

Termination Date means _____.

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A. Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of

arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

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

SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. HEALTH CARE.

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

Contract Agency Inmates shall be responsible for co-payment for health services according to SCORE policy. The Contract Agency shall not be responsible to SCORE for Contract Agency Inmate co-payments. No Contract Agency Inmate shall be denied necessary health care because of an inability to pay for health services.

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

SECTION 10. ESCAPE; DEATH.

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Member City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

SECTION 11. REPORTING AND INSPECTION.

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

SECTION 12. TECHNOLOGY.

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. INDEPENDENT CONTRACTOR.

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited

to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

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

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

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

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

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

SECTION 17. INSURANCE.

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

SECTION 18. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 19. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

SECTION 21. HIPAA AND HITECH COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

SECTION 22. EQUAL OPPORTUNITY.

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

SECTION 23. MISCELLANEOUS.

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.
- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

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

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

Devon Schrum
Signature

11.19.19
Date

City of Redmond Police Dept.
Contract Agency Name

[Signature]
Signature

10/22/19
Date

ATTESTED BY:

Cheyl Kautkos
Signature

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

Attention: Executive Director Devon Schrum
Email: dschrum@scorejail.org
Telephone: 206-257-6262
Fax: 206-257-6310

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:

Name: Devon Schrum
Title: Executive Director

NOTICE ADDRESS:

City of Redmond, Police Department
PO Box 97010
Redmond, WA 98073

Attention: Captain Erik Scairpon
Email: escairpon@redmond.gov
Telephone: 425-556-2611
Fax: 425-556-2535

DESIGNED REPRESENTATIVES FOR PURPOSES OF THIS AGREEMENT:

Name:
Title:

Exhibit A

FEEES AND CHARGES AND SERVICES

Daily Housing Rates:¹

General Population – Guaranteed \$128.00
General Population – Non-Guaranteed \$184.00

Number of Beds: 15

Daily Rate Surcharges:²

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

Health Care Services:³

In-Facility Care Included
Co-Payments Inmate responsibility
Outside Medical Services Contract Agency billed
Emergency Care Contract Agency billed
Pharmaceuticals Medications billed to Contract Agency

Transportation Fees:

SCORE Officer Transport \$65.00/per hour
Released at Member City Location⁴ Included

Security Services:

Hospital Security \$65.00/per hour

Video Court:

In-Custody Arraignment Included

Other Terms & Conditions:

¹ Guaranteed Bed Rate

² Surcharges are in addition to daily bed rates and subject to bed availability.

³ Guided by American Correctional Association and/or National Commission on Correctional Health Care.

⁴ Auburn, Burién, Des Moines, Federal Way (Until 12/31/2019), Renton, SeaTac, Tukwila.

Exhibit B

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
 - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.

Exhibit C

PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

1. Compliance
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - a) The Prison Rape Elimination Act of 2003 (PREA)
 - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.

2. Monitoring
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
 - a) Site visits,
 - b) Access to facility data, and
 - c) Review of applicable documentation.

3. Contract Agency may terminate this Agreement
 - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
 - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

4. The Contract Agency will terminate this Agreement
 - a) Should SCORE elect to discontinue pursuit of PREA compliance;
 - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
 - c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D

MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

Exhibit E

PROPERTY

1. SCORE will *not accept or transport* the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products.
 - c) Food products in packaging that have been opened.
 - d) Any type of weapon (includes pocket knives).
 - e) Liquids.
 - f) Helmets or any kind.
 - g) Large items that will not fit into a common paper grocery bag.
 - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

Exhibit F

CLASSIFICATION

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
 - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
 - b) Is identified as a threat to law enforcement
 - c) Is an escape risk

Exhibit G

BORROWING

One contracting agency may "borrow" another Contract Agency's Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainees. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: Interlocal Agreement Between City of Realmond and South Correctional Entity (SCORE) for Inmate Housing Services

Type of Service: _____

Supplier/Contractor Name: South County Correctional Entity

Contract/Agreement Amount, Original: \$70,000.00 Amended Amount: \$790,000.000

Council Approval Date: 10/1/19 Nature of Funding: General fund

Project Administrator: Cpt Erik Saurpon Mail Stop: PSPDA Phone: x 2611

Anticipated Agreement Start Date: 1/1/2020 Estimated Completion Date: 12/31/2020

Does this contract contain the purchase of technology related items/services? YES NO
 If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? YES NO
 If Yes, check for debarment at www.sam.gov
 (print results and keep a copy in project file)

Department Head/ Designee Signature: David Lane Date: 10/17/19

Comments:

Account Numbers/
Distribution

NIGP/Commodity Code: _____

ROUTING PROCESS: (2 copies) Please return to Rena (2 copies) to be sent to SCORE for signature

To: ^{for} City Clerk	_____	DK	Date	<u>10/17/19</u>
	(for routing and tracking)			
Risk Manager	_____	<u>HS</u>	Date	<u>10/18/19</u>
	(Signature or initials)			
City Attorney	_____	<u>JMK</u>	Date	<u>10/22/19</u>
	(Signature or initials)			

(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval)

Mayor _____ Date 10/22/19
 (Signature or initials)

RS City Clerk _____ Date 10/22/19
 (Signature or initials)

NOTE: The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

Finance use ONLY Supplier Id Date Received Agreement # 9289



SOUTH CORRECTIONAL ENTITY

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

Wednesday, November 20, 2019

Chief Darrell Lowe
Captain Erik Scairpon
C/O Rena Thompson
City of Redmond Police Department
PO Box 97010
Redmond, WA 98073-9710

RE: Executed - 2020 Interlocal Agreement for Inmate Housing [File 19-43]

Dear Chief Lowe,

On behalf of SCORE, I would like to thank you for your partnership and we appreciate the chance to offer our services, and we are pleased that you have decided to accept the 2020 Interlocal Agreement for Inmate Housing and have included a signed copy for your records.

We pride ourselves in providing quality services and welcome your feedback. We are available whenever you have questions, comments or suggestions. Please do not hesitate to call or e-mail Executive Director Schrum, Operations Chief Di Croce or myself personally, as we are happy to assist you.

We greatly appreciate this opportunity.

Sincerely,

Marilynn Montenegro
Communications & Administrative Manager
South Correctional Entity (SCORE)
206-257-6222
mmontenegro@scorejail.org

Enclosure



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-187
Type: Consent Item

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

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

Police	Brian Coats	Deputy Police Chief
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TITLE:

Approval of an Interlocal Agreement Between King County and the City of Redmond and 2025 Detention Rates for Inmate Housing at King County Jail Facilities

OVERVIEW STATEMENT:

The City of Redmond is responsible for housing inmates detained on local misdemeanor charges. The City currently contracts with the King County Department of Adult and Juvenile Detention (DAJD). This includes bookings at the King County Jail and Juvenile Detention in Seattle and the Regional Justice Center in Kent, WA.

On December 31, 2024, the term of the Interlocal Agreement (ILA) for Jail Services between King County and the City of Redmond will expire. DAJD is proposing a 5-year term for the next ILA, commencing on January 1, 2025. The proposed rates, pending King County Council approval, for January 1, 2025, through December 31, 2025 are attached. Beginning January 1, 2026, the booking fees will be inflated annually.

Police staff is seeking Council’s approval of this Interlocal Agreement.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
The City is required by law to house misdemeanants under RCW 39.34.180 (Criminal Justice Responsibilities - Interlocal Agreements - Termination).
- **Council Request:**

N/A

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

OUTCOMES:

The City pays for inmate beds at King County Jail facilities, on an as needed basis, and other jail services for inmates detained on City misdemeanor charges. Other services provided by King County Jail facilities and paid by the City includes psychiatric housing, infirmary, and 1:1 guard duties at an hourly rate.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The rate increases are effective January 1, 2025
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

Total annual cost varies upon use. \$50,000 is dedicated in the budget for King County Jail services and the total cost historically falls under this dollar amount.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

228 Criminal Justice

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

The 2025 proposed City budget for King County Jail services is \$50,000.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/19/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The detention rates are effective January 1, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

The City will no longer contract with the King County Jail

ATTACHMENTS:

Attachment A: Proposed 2025 King County Jail Rates

Attachment B: 2025-2029 Interlocal Housing Agreement between King County and the City of Redmond



King County

Department of Adult and Juvenile Detention

Directors Office
500 Fifth Avenue
Seattle, WA 98104

September 30, 2024

City of Redmond
PO Box 97010
Redmond, WA 98073-9710

On December 31, the term of the Interlocal Agreement for Jail Services between King County and your city will end. Our Department of Adult and Juvenile Detention (DAJD) has created a new Jail Services Agreement (JSA) template, which the County Executive has approved and transmitted for approval by the King County Council.

The proposed new JSA is substantially similar to the agreement that expires this year. DAJD is proposing a five-year term. While the King County Council has final authority on the proposed template, we have collaborated with Council staff on preliminary reviews and are not anticipating significant changes to the draft version attached to this letter. DAJD will reach out to you directly for signature on a new JSA once approved.

Should the proposed JSA be approved by Council, DAJD will apply the same annual inflator used in the current contract to create the 2025 rates. **The following are the proposed rates effective January 1, 2025, through December 31, 2025.**

Other Cities	2024 Base Rate ¹	Annual Increase ²	Est. CPI W ²	Base Rate Before Debt Svc.	ISP ³	2025 Final Rate
Daily Maintenance	\$259.14	1.50%	4.00%	\$273.39	\$5.21	\$278.60
Booking - Standard	\$277.99	1.50%	4.00%	\$293.28	\$-	\$293.28
Booking - Reduced	\$189.39	1.50%	4.00%	\$199.81	\$-	\$199.81
Psych Unit (Acute + Psych Other)	\$450.98	1.50%	4.00%	\$478.34	\$-	\$478.34
Acute Psych Housing	\$322.78	1.50%	4.00%	\$340.53	\$-	\$340.53
Psych Other ⁴	\$128.20	3.00%	4.00%	\$137.81	\$-	\$137.81
Infirmary	\$418.16	3.00%	4.00%	\$447.43	\$-	\$447.43
1 on 1 Guarding Hrly	\$92.52	1.50%	4.00%	\$97.60	\$-	\$97.60

¹Prior years base rate, before the inclusion of the Courthouse Seismic Stabilization Project (CSSP) and Integrated Security Project (ISP) fees.

²Exhibit III Section 5 Inflatoms and Re-Sets of Fees and Charges.

³Exhibit III Section 1, Maintenance Charge and Capital Expenditure Charge.

⁴Acute Psychiatric Care (Psych Unit) is comprised of the Acute Psychiatric Housing Surcharge and the Psych Other Surcharge.

The Exhibit III Calculation of Fees, Charges and Surcharges, in the JSA specifies the fees, charges and surcharges as well as the Offsite Medical Charges, that the City shall pay. In 2025, the debt service for the Integrated Security Project (ISP) is \$5.21.

Please call me at 206-263-2769 if you have any questions.

Sincerely,

Diana Joy

Diana Joy
Chief of Administration
King County Department of Adult and Juvenile Detention

Attachment: Proposed 2025 Jail Services Agreement

cc: Tami Schackman, DAJD Chief Financial Officer
Ladna Farah, DAJD Budget and Finance Manager
Kayleen Keating, DAJD Fiscal Specialist

Attachment A

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

THIS AGREEMENT is effective as of January 1, 2025 ("Effective Date"). The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of XXX, a Washington municipal corporation (the "City").

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

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

1. Definitions: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
 - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to a King County Community Corrections Division (CCD) program; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; Jail Health Services (JHS) health screening; and all other activities associated with processing a person for confinement in Jail or assignment to a CCD program.
 - 1.3 "Booking Fee" means the fee incurred for booking City Jail Residents, as further described in Section 4 and Exhibit III, Section 2.
 - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except holidays and County-designated furlough days.
 - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Jail Resident.
 - 1.6 "City Jail Resident" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
 - A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):

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

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

- 1.17 “Jail” means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Jail Residents housed in the Jail are considered to be in Secure Detention as defined in Section 1.26. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.18 “Maintenance Charge” is the daily housing charge incurred for City Jail Residents housed in Jail as further described in Section 4 and Exhibit III, Section 1.
- 1.19 “Medical Jail Resident” means a Jail Resident clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s infirmary. If a Jail Resident is moved to the general population, then the Jail Resident is no longer considered a Medical Jail Resident.
- 1.20 “Notification” means provision of written alert, confirmation of information or request meeting the requirements of Section 11.11. In contrast, a “notice” means providing alert or confirmation of information or request in writing to the individuals identified in Section 11.11, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 11.11, including but not limited to electronic mail or facsimile.
- 1.21 "Official Daily Population Count" is an official count of Jail Residents in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.22 “Offsite Medical Care Charges” means those pass-through charges for treatment of a City Jail Resident where that Jail Resident is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing services provided from offsite medical institutions, as further defined in Exhibit III Section 4. A Jail Resident may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Jail Resident or Psychiatric Jail Resident (e.g., some Jail Residents held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.23 “Psychiatric Jail Resident” means either an Acute Psychiatric Jail Resident or a Non-Acute Psychiatric Jail Resident, as defined below.
- 1.23.1 A “Non-Acute Psychiatric Jail Resident” is a Jail Resident clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III and Attachment III-1) and housed outside the Jail’s acute psychiatric housing units.

- 1.23.2 An “Acute Psychiatric Jail Resident” is a Jail Resident clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s acute psychiatric housing units (as further described in Exhibit III and Attachment III-1). If a Jail Resident is moved to housing outside the Jail’s acute psychiatric housing units, then the Jail Resident is no longer considered an Acute Psychiatric Jail Resident.
- 1.24 “Parties” mean the City and County, as parties to this Agreement.
- 1.25 “Secure Bed Cap for Contract Cities” means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Jail Residents in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count and is established in Section 6.
- 1.26 “Secure Detention” refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention excludes City Jail Residents enrolled in Community Corrections Programs.
- 1.27 “Surcharge” means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-1: Infirmity Care Surcharge; Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
- 1.28 “2012-2030 Agreement” means the agreement executed by the County and the City of Seattle effective on January 1, 2012 together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
- 1.29 “Base Year” refers to the year in which the base fees, charges and surcharges are set.
2. Term. This Agreement shall commence on the Effective Date and shall extend through December 31, 2029. This Agreement shall supersede all previous contracts and agreements among the Parties relating to the Jail and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
3. Jail and Health Services. The County shall accept City Jail Residents for confinement in the Jail, except as provided in Sections 5.4, and 6 of this Agreement. Additionally, the County is not obligated to accept a City Jail Resident for confinement in the Jail if the County has booking restrictions in place on the charge for which the City Jail Resident is proposed to be held. The County shall also furnish the City with Jail facilities; booking; transportation among facilities, as determined necessary in the County’s sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital; custodial services; and personnel for the confinement of City Jail Residents at least equal to those the County provides for confinement of County Jail Residents. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Jail Residents or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Jail Residents in Secure Detention all medical, dental, and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Jail Resident as expeditiously as possible after the County has received notice of a court order to

release. Nothing in this section shall be deemed to limit the County's right to refuse to accept City Detainees for confinement in Jail when they are deemed by the County to be in need of urgent medical or psychological care, nor to return custody of such Jail Residents back to the City if the City Detainee is admitted to the hospital or psychiatric facility.

4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, Surcharges, and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):

4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Jail Residents by or on behalf of the City into the Jail as further described in Exhibit III, Section 2. The Booking Fee will be inflated annually effective January 1, 2026 and each January 1 thereafter through the term of the agreement.

4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Jail Resident for each Jail Resident Day as provided in Exhibit III, Subsection 1. The Maintenance Charge will be inflated effective January 1, 2026 and each January 1 thereafter through the term of the agreement.

4.2.1 The County will provide notice to the City after booking a City Jail Resident in order to give notice that the City Jail Resident has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Jail Resident released within six hours of booking will result in no Maintenance Charges.

4.2.2 The County will provide notice to the City of the billing status of its Jail Residents for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Jail Resident if they so desire after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.

4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.

4.3 Access to and Charges for City Jail Resident Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs shall be enacted through an amendment to this Agreement.

4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, and any other charges agreed to per Section 4.3, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.

Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Jail Resident is admitted to Harborview Medical Center or other offsite medical institution or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of a Jail

Resident may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within two (2) business days following the day in which the chargeable event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within twenty-four (24) hours of the admittance of a City Jail Resident to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

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

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

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

KC DAJD
DBISINFO.DAJD@kingcounty.gov
Attn: Finance – Jail Resident Billing
500 Fifth Avenue
Seattle, WA 98104

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

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

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

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

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

6. Jail Capacity.

- 6.1 The Contract Cities may house Contract Cities Jail Residents in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1.
 - 6.1.1 The Secure Bed Cap for Contract Cities in the aggregate is fifty (50) beds. These fifty (50) beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.
- 6.2 In the event the number of Contract Cities Jail Residents exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Jail Residents in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Jail Residents is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Jail Residents is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Jail Residents from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 11.11 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Jail Residents in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Jail Residents is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.
- 6.3 At the end of the last day of this Agreement, the Contract City agrees to reduce the number of Contract City Jail Residents in the Jail to zero (0), with the exception that Jail Residents whose status has changed to Contract City Jail Resident, will not be included in the

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

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

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

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

must accept the Medical or Psychiatric Jail Resident from the County and must be available to do so seven (7) days a week, twenty-four (24) hours a day. In all cases, the County shall provide the receiving entity with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Jail Resident receiving the level of care consistent with a Medical or Psychiatric Jail Resident is transferred to the County.

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

7. Jail Planning.

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

8. Indemnification.

- 8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

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

- 8.3 In executing this agreement, the County does not assume liability or responsibility for or

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

8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.

9. Dispute Resolution. In the event the Parties are unable to resolve a dispute, then either Party may pursue the dispute resolution provisions of this Section 9.

9.1 Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City, or their designees, shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.

9.2 Each party reserves the right to litigate any disputed issue in court, *de novo*.

10. Termination. Either Party may initiate a process to terminate this Agreement as follows:

10.1 Ten (10)-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 10.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take, in order to, avoid a ninety (90) day termination Notification notice under Section 10.2 of this Agreement.

10.2 Ninety (90)-Day Termination Notification. After the ten (10) day period has run under Section 10.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.

11. General Provisions.

11.1 Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a pandemic, riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Jail Residents to alternative detention facilities in order to respond to Jail overcrowding, a public health directive, or to comply with a final order of a federal court or a state court of record for the care and treatment of Jail Residents.

- 11.2 Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Jail Residents, and the reduction of costs of operating and maintaining Jail facilities.
- 11.3 Law Enforcement Intake Portal. The County offers the use of a web-based Subject Intake Portal via its LEA Jail Management System Portal. The tool allows law enforcement officers to log onto the system and enter all arrest, case/charge, victim, probable cause, and drug crime certificate information. This method is the County’s preferred method of intake and booking. LEO User Access to the JMS Portal is managed by the LEA who must designate one, or more, Group Administrator(s) who will be responsible for creating, managing, and deleting its users via the County’s Login.KC system.
- 11.4 Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 11.5 Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- 11.6 Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:
- | | |
|-------------|--|
| Exhibit I | Method of Determining Billable Charge and Agency |
| Exhibit II | Exception to Billing Procedure |
| Exhibit III | Calculation of Fees, Charges and Surcharges |
- 11.7 Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.
- 11.8 Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 11.9 Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that, certain modifications to the notice requirements in Sections 4.2.1 and 4.2.2 as reflected in 4.2.3, and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.
- 11.10 Force Majeure. In the event either party’s performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

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

For the City of XXX:

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

For the County:

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

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

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

King County:

The City of XXX:

Director of Department of Adult and
Juvenile Detention

Deputy City Manager

Date

Date

Approved as to Form:

Approved as to Form:

King County

City Official

Date

Date

EXHIBIT I
Method of Determining Billable Charge and Agency

Process Overview

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

Billing Priority Rules

The Billing Priority Group is determined in the following order:

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

Tie Breaker Rules

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

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

Attachment I-1: City and County Jail Charges Clarification

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

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

Attachment I-2

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

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

EXHIBIT II
Exception to Billing Procedure

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

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

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

Two-day sentence served on non-consecutive days:

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

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

EXHIBIT III
Calculation of Fees, Charges and Surcharges

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

2025 is the Base Year for fees, charges, and surcharges and is the basis from which the fees, charges, and surcharges are to be annually adjusted by applying the inflators set forth in Subsection 5.a. of this Exhibit III.

1. MAINTENANCE CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge shall be calculated as described below.

- a. The **Maintenance Charge** starting **January 1, 2025**, and for the remainder of the calendar year 2025, **excluding** any adjustments for Capital Expenditure Charges, will be **\$XXX**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2025 is **\$XXX**. The Maintenance Charge shall be inflated in 2026 as described in Section 5, and annually thereafter throughout the term of the agreement. The City will not be charged a Maintenance Charge for a City Jail Resident where the Jail Resident has been offsite (e.g. housed outside of the Jail) for all twenty-four (24) hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such twenty-four (24)-hour period.
- b. In addition to the annual adjustment to the Maintenance Charge described above, King County will increase the Maintenance Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and facilities and support and administrative facilities that benefit Jail operations. Additional Capital Expenditures will be included in the Maintenance Charge if such expenditures benefit City Jail Residents. Any Capital Expenditure that solely benefits County Jail Residents will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance.
 - i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Jail Resident Days (as defined in Section 1.16). By August 15 of 2025, and each August 15 through 2028, DAJD will estimate the total number of Jail Resident Days for the following year and will provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for the following year.
 - ii. Upon request of the City, the County shall provide its six (6)-year CIP and its six (6)-year major maintenance plan to the City. The County will provide a detailed line-item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Jail Residents or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be resolved under the dispute resolution processes described herein. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.
 - iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall

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

- iv. Beginning January 1, 2025, and continuing through calendar year 2025, the Capital Expenditure Charge for ISP for the City is \$XXX and the Capital Expenditure Charge for the CSSP is \$XXX, for a combined total Capital Expenditure Charge of \$XXX to be added to the Maintenance Charge set forth in subparagraphs a and b above.

2. BOOKING FEE

- a. The booking fee shall be based on whether or not the City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2025, and for the remainder of the calendar year 2025 will be initially set as follows:
 - i. The **Base Booking Fee** shall be \$XXX. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **XXX%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.
 - ii. The **Standard Booking Fee** shall be \$XXX. This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.
- b. If the City has a court order on file as of the Effective Date, confirming that the City and not the County will have authorization to provide PR screening for City Jail Residents, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in subsequent years, the City must either provide a court order no later than July 1 of the prior year, confirming that the City and not the County will have authorization to provide PR screening for City Jail Residents, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

The Booking Fee shall be inflated in 2026 and annually thereafter as described in Section 5 below.

3. SURCHARGES

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

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from January 1, 2025, through December 31, 2025, and shall be inflated for 2026 as described in Section 5 below, and annually each year thereafter.

- a. **Infirmary Care.** For Medical Jail Residents, the City shall pay an Infirmary Care Surcharge of \$XXX for each Surcharge Day.

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

4. OFFSITE MEDICAL CARE CHARGES

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

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

- a. **Inflators.** Beginning January 1, 2026, and effective every January 1 through the term of the agreement, all fees, charges, and surcharges, excluding: (1) Offsite Medical Care Charges and, (2) the Capital Expenditure Charge components of the Maintenance Charge, shall be inflated by the percentage rates described below.

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

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

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

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

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

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

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

JHS Psychiatric Care

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

JHS Infirmery Care

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



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-188
Type: Consent Item

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

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

Police	Brian Coats	Deputy Police Chief
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TITLE:

Approval of the Lake Washington School District 2024-2025 School Community Resource Officer Contract Agreement

OVERVIEW STATEMENT:

Staff is seeking Council approval to renew the Interlocal Agreement (ILA) between the City of Redmond and the Lake Washington School District (LWSD) for police services during the 2024-2025 school year.

The Redmond Police Department remains committed to strengthening its long-standing partnership with LWSD. Following careful review and input from police staff and the Council, the district transitioned from the School Resource Officer program to the Community Resource Officer (CRO) model under an MOU for the 2023-2024 school year. The attached ILA will extend these services through the remainder of the 2024-2025 school year.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

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

OUTCOMES:

This is a continuation of service the Redmond Police Department currently provides to the District and allows for funding to be received in consideration for services provided. In the past, an officer was assigned to the High School and Middle Schools as staffing allowed. Moving forward, the district intends to maintain a partnership with the police department but limited to one officer assigned to Redmond High School and its feeder schools.

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

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

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

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

This agreement will allow for the City to receive \$121,766.40 from LWSD for services provided by the assigned Community Resource Officer for the 2024-2025 school year.

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

Budget Offer Number:

228 Criminal Justice

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):
General Fund

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/19/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The approved contract will be retroactive to the beginning of the school year.

ANTICIPATED RESULT IF NOT APPROVED:

The police department would be unable to invoice and collect payment from LWSD for police services rendered during the 2024-2025 school year.

ATTACHMENTS:

Attachment A: LWSD and City of Redmond MOU

Attachment B: LWSD CRO Standard Operating Procedures 2024-2025

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

This Agreement is made and entered into this ____ day of _____, 2024 by the Lake Washington School District #414 (referred herein as “District”) and City of Redmond referred to herein as “City”) for the purpose of establishing a Community Resource Officer Program Memorandum of Understanding (“MOU”) in the public school system in King County. *The District and the City are collectively referred to as “the Parties.”* In consideration of the terms and conditions set forth herein, the Parties agree as follows:

ARTICLE I

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

ARTICLE II

- 1) Obligations of the City:
 - a) Staffing – the City shall assign one regularly employed officer per high school feeder pattern within the City of Redmond. The Community Resource Officer will provide services as outlined in all district schools within the feeder pattern. The services provided are in addition to routine police services already provided by the City.
 - i) Should the City have resources that can provide additional Community Resource Officers, these additional positions may be added with agreement from the District.
 - b) Training – the City shall ensure that officers assigned as Community Resource Officers have appropriate training as outlined in the Community Resource Officer Standard Operating Procedure Manual.
 - c) Regular Hours of Duty – Community Resource Officers shall be available Monday through Friday during normal school hours of operation. This expectation does not prohibit officers from participating in emergency response or fulfilling training requirements as determined by the Chief of Police or designee.
 - i) Each CRO will strive to visit a different school each week, as outlined in the Standard Operating Procedure Manual.
 - ii) All CRO absences will be reported in a timely manner to the District so that schools can be made aware that CRO services are interrupted.
 - d) Data Collection – the City shall collaborate with the District to collect and display data related to the Community Resource Officer Program on a public dashboard.

- e) Participation in District meetings – the City shall attend and/or participate in regularly scheduled meetings held by the District. The purpose of these meetings is to increase collaboration between the District, the City, and the Community Resource Officer.
 - f) Complaints – should a complaint arise regarding a Community Resource Officer; the City will provide the District with prompt notice and will collaborate with the District regarding appropriate response as outlined in the Community Resource Officer Standard Operating Procedure Manual.
- 2) No Special Duty – The Parties do not intend to create any “special relationship” of “special duty” by entering into this MOU. The City expressly disclaims any guarantee as to the safety or security of the persons or property at the District’s schools and makes no representations or warranties as to such safety or security by entering into this MOU. Specifically, the Parties understand and agree that the City has no greater duty with regard to safety and security of persons or property at the District’s schools than it does with regard to the general public in providing law enforcement services throughout the City. The provisions of this MOU are for the benefit of the Parties, and do not create any rights or duties to any third Parties.

ARTICLE III

- 1) Obligations of the District:
- a) Payment – In consideration of the services provided herein, the District shall pay to the City the sum of \$121,766.40 upon receipt of an invoice. No other consideration will be required during the term of this MOU for in-school services called for herein as part of the Community Resource Officer Program.
 - b) Access – the District shall provide access to all school and District facilities, including access cards and keys. This access shall be provided according to the District’s access control plan.
 - c) Workspace – the District shall provide the Community Resource Officer with access to a private workspace, when needed.
 - d) MOU – the District shall provide annual updates to this MOU for review and adoption.
 - e) Data Collection – the District shall collaborate with the City to collect and display data related to the Community Resource Officer Program on a public dashboard.
 - f) Community Engagement – the District shall lead the effort to engage with the local community and other District stakeholders regarding the Community Resource Officer Program.
 - g) Complaints – should a complaint arise regarding a Community Resource Officer; the District will provide the City with prompt notice and will collaborate with the City regarding appropriate response as outlined in the Community Resource Officer Standard Operating Procedure Manual.

ARTICLE IV

- 1) Employment and Special Events
- a) The Community Resource Officer shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel.
 - b) This MOU does not prevent the District from hiring an individual serving as a Community Resource Officer to perform duties that are not the duties set forth in this MOU, e.g., the employment of an individual who serves as Community Resource Officer to coach athletics, drive a school bus, or otherwise serve the District in a capacity other than that of a Community Resource Officer. Such employment shall be completely separate from and not controlled by this MOU. If the District chooses to employ an individual serving as a Community Resource Officer to perform duties that are not duties of the Community Resource Officer under this

MOU, the individual shall at all times during such employment be solely an employee of the District and not an employee of the City. During such employment, the District shall be solely responsible for the compensation, training, discipline, and dismissal of such individual and solely responsible for the individual's acts, errors, or omissions in performing the duties of such separate employment.

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

ARTICLE V

1) Conflicts

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

ARTICLE VI

1) Change in Terms

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

ARTICLE VII

1) Termination and Term of MOU

- a) The term of this MOU shall commence upon date of execution and continue until June 30, 2025, or until terminated. The District shall receive the Community Resource Officer Program services described in Article II for the full term of this MOU. Either party may terminate this MOU as follows:
 - i) upon sixty (60) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this MOU through no fault of the party initiating termination; or
 - ii) upon fourteen (14) days written notice in the event an emergency is declared by civic officials that impacts daily operations of the City or District.
- b) In the event this MOU is terminated, compensation will be made to the City for all services performed to the date of termination consistent with Article V.
- c) The District will be entitled to a prorated refund consistent with the payment contained in Article V for each day that the Community Resource Officer services are not provided because of termination of this MOU. This MOU shall be effective as of September 1, 2024, even if signed after that date.

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

Wendy Kessler
Purchasing Manager
Lake Washington School District #414

Authorized Signer
Title _____
City of _____

(425) 936-1423

(Phone Number)

Date _____

Date _____



Community Resource Officer

Standard Operating Procedures – 2024-25



Risk and Safety Services

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1. Introduction:

The State of Washington and the Office of Superintendent of Public Instruction provide requirements for districts that have a Community Resource Officer Program. These requirements are found in RCW 28A.320.124, RCW 28A.320.1241, RCW 28A.320.1242 and RCW 28A.310.515 and RCW 28A.400.345. This Standard Operating Procedure Manual and all processes found herein follow the state requirements outlined in these statutes.

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

2. Purpose:

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

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

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

3. Layered School Safety:

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

4. Anti-Discrimination:

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

5. Immigration:

For all students and families to feel comfortable and secure in the school environment, students, parents, and family members shall not be questioned by a CRO about their immigration status. CRO's will not assist Immigration

and Customs Enforcement (ICE) officers in any way in conjunction with their assignment as a CRO or in any work related to students and their education.

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

6. School Discipline:

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

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

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

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

7. Duties and Responsibilities

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

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

8. Weekly Schedule:

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

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

- School Safety needs

9. Data Collection and Reporting:

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

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

There are two types of data being collected:

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

10. Recruitment and Evaluation:

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

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

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

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

11. Complaint Process:

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

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

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

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

- Complaint made to law enforcement agency regarding CRO.
- Law enforcement agency informs Risk and Safety Services of complaint and district “CRO Complaint Form” is completed.
- Risk and Safety Services informs the school principal and reviews the contents of complaint with principal.
- District sets up meeting with law enforcement agency to review complaint and determine next steps. In collaboration with law enforcement agency, district will determine if CRO will remain working with school(s)
- The district will perform a policy compliance review based on the contents of the complaint to determine if a district policy has been violated.
- Law enforcement agency may perform an internal investigation, given circumstances of complaint.
- Once investigations are complete, determination will be made on the content of the complaint and any next steps that need to be taken.

- Final employment decisions are made by the law enforcement agency.
- The district has the option to prohibit the CRO from returning to an individual school in the capacity of a CRO. The district cannot prohibit an officer from responding to a school for a police emergency or routine call for service.
- Final determinations will be made in writing and shared between the district and the policy agency.
- A common report reviewed by both the district and the agency will be provided to the complainant as to the outcome of the complaint.

12. Training:

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

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

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

13. CRO Program Promotion:

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

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

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

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

14. CRO Program Annual Review:

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

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

15. Glossary Of Terms:

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

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

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

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

16. Sample Forms:

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

CRO Training Units Completion Form




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

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

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

Complete the following information for the above referenced training unit:

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

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

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

- 4) Other Notes:

3/19/24




CRO Signature and Date Submitted to District:

For Risk and Safety Services Use Only:

Date Completed Form Received by District:

Date Submitted To ESD:

3/19/24

CRO On the Job Training Form – Day 1




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

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

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

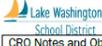
DISTRICT

- Obtain Access Card and Keys
- Obtain District E-mail and Access to Raptor
- Review District Layered Safety
- Review Daily Data Collection Procedure
- Provide Overview of Training Requirements, Timeline and Process
- Review District Policies and Procedures
- Receive District Calendar and School Schedules
- Review CRO Meeting Schedule
- Discuss Any Specific School Needs

SCHOOLS

- Meet School Safety and Prevention Specialists (Secondary Only)
- Tour of Campus(s)
- Introduction to School Administration
- Introduction to Staff/Students as time permits
- Discuss School Climate
 - What is working well: programs, processes, techniques
 - Challenge areas/issues at the school
 - Recent and/or ongoing incidents/situations
- Review School Comprehensive Safety Plan
- Review School Calendar and Schedule (early release, LEAP days, school breaks, etc)
- Other (please list)

3/19/24




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

CRO Notes and Observations :

CRO Signature and Date Submitted to District:

For Risk and Safety Services Use Only:

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

3/19/24

CRO On the Job Training Form – Day 2




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

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

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

CRO On The Job Training

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

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

3/19/24




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

CRO Notes and Observations :

CRO Signature and Date Submitted to District:

For Risk and Safety Services Use Only:

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

3/19/24

Complaint Form

 	
Lake Washington School District Community Resource Officer Program Concern/Complaint Form	
<p>Instructions: Please complete this form when a concern or complaint is made regarding a Community Resource Officer. Once completed, this form must be sent to the Risk and Safety Services Department, Attention: Director within 24 hours of completion.</p>	
Your Name:	School Name (where incident took place):
Parent/Staff/Student (circle one)	Date Form Completed:
Date of Incident:	Community Resource Officer Name:
Description of Incident:	
Suggested remedy:	
<p>For Risk and Safety Services Use Only:</p>	
Name:	Date received:
Date notified police agency:	Name of individual:
Date notified school:	Name of individual:
3/19/24	

17. Signature Page:

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



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-189
Type: Consent Item

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

Executive	Lisa Maher	425.556.2427
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
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TITLE:

Approval of Consultant Services Agreement with Olympia Community Solar in the Amount of \$87,500, for an Eastside Climate Partnership Solarize Campaign

OVERVIEW STATEMENT:

Olympia Community Solar will conduct a Solarize Campaign in the Eastside Climate Partnership cities of Redmond, Kirkland, Bellevue, Issaquah, and Mercer Island. Solarize is a nonprofit-sponsored solar energy group purchasing model used to reduce costs and simplify the solar installation process for community members. Project costs will be split between the five participating cities. Workshops, technical support, and outreach will happen across the partner cities.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Strategic Plan, Environmental Sustainability Action Plan (ESAP), Climate Emergency Declaration, Redmond 2050
- **Required:**
City Council must approve agreements greater than \$50,000
- **Council Request:**
N/A
- **Other Key Facts:**
A Solarize Campaign is a local or regional coordinated effort to encourage and support community members to “go solar” by installing a solar photovoltaic (PV) energy system. The solar PV system generates carbon-free electricity that the community member can use, reducing the amount of grid-supplied electricity needed and

increasing local resilience. By participating in a solarize effort, customers receive a group discount and collectively learn how to “go solar” together. The Solarize model tackles three major market barriers: cost, complexity, and customer inertia.

OUTCOMES:

The campaign will be an important strategy to educate community members on solar, facilitate the transition to clean energy, and increase adoption of distributed, clean energy in Redmond.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
2020 Environmental Sustainability Action Plan
- **Outreach Methods and Results:**
Surveys and virtual workshops
- **Feedback Summary:**
Community was interested in advancing solar adoption in the region.

BUDGET IMPACT:

Total Cost:

\$87,500 project costs will be split between five Eastside cities. Redmond costs will be \$17,500.

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

Budget Offer Number:

Redmond expenses will be split between 2024 (00007) and 2025 budget.

Budget Priority:

Healthy and Sustainable, CIP

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

If yes, explain:

N/A

Funding source(s):

General Fund, CIP

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/19/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Campaign work will begin ASAP.

ANTICIPATED RESULT IF NOT APPROVED:

Solar campaign would not be executed.

ATTACHMENTS:

Attachment A: Agreement

Attachment B: Non-Competitive Procurement Justification

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<p>PROJECT TITLE</p>	<p>EXHIBITS <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p>
<p>CONTRACTOR</p>	<p>CITY OF REDMOND PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i></p> <p>City of Redmond</p>
<p>CONTRACTOR'S CONTACT INFORMATION <i>(Name, address, phone #)</i></p>	<p>BUDGET OR FUNDING SOURCE</p>
<p>CONTRACT COMPLETION DATE</p>	<p>MAXIMUM AMOUNT PAYABLE</p>

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

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

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

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

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

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

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

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

5. **Extra Work.**

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

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

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

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

6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**page 8 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form**

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

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A – Scope of Work

Organization Description

Olympia Community Solar is a 501c3 non-profit solar developer located in Olympia Washington. In our six years of operation we've supported hundreds of residential solar projects and developed dozens commercial solar projects. We're excited to partner with your team to build your clean energy and resiliency capacity.

Project Team

Mason Rolph serves as the Executive Director of Olympia Community Solar. Mason, a graduate of The Evergreen State College, has co-authored publications with both the National Renewable Energy Laboratory (NREL) and the Smart Electric Power Association (SEPA). He was elected to the Washington Solar Energy Industry Association Board of Directors in 2022 and reelected in 2024. Mason lead's our team's commercial project development work.

Ben Silesky is a Program Manager for Olympia Community Solar. Ben leads our Solarize program. He brings more than six years of coalition organizing experience from working with Audubon Washington, and earned his degree from the University of Redlands.

Lana Rae Jarvis is the Outreach Director for Olympia Community Solar. Lana is a recent graduate of the Evergreen State College and previously interned for the City of Olympia Climate program.

Keira Jensen is a Project Manager for Olympia Community Solar. Keira holds a Masters Degree from the Evergreen State College and a bachelor's degree from Pomona College.

Scope of Work

Olympia Community Solar will complete the following tasks:

1. **Contractor Procurement:** Olympia Community Solar will solicit and contract solar installer partners for the campaign.
 - a. Facilitate contractor selection committee.
 - b. Facilitate RFP process and communicate with contractors.
 - c. Secure campaign agreements with each selected contractor.
2. **Outreach materials & facilitation:** Olympia Community Solar will create campaign outreach materials for multiple outreach modalities and will coordinate outreach activities.
 - a. Provide outreach materials for social media, web page, and mailers customized to meet city standards. (Assumes one brand for all six cities)
 - b. Provide promotional materials for workshops.
3. **Workshop organizing and staffing:** Olympia Community Solar will organize workshops that bring together program participants, installers, financiers, and city staff.
 - a. Organize two (2) workshops per participating city (10 total). We expect city support to secure appropriate venues, but will pay for all workshop related costs.
 - b. Provide educational presentation, act as event MC, provide light refreshments.

4. **Campaign web page, participant tracking and communications:** Our team will host a customized landing page that provides educational content and a sign up portal. We will track participant progress, answer participant and contractor questions, and follow up with participants to sustain their engagement. We offer to provide customers with third-party contract review. We'll provide periodic reports to City partners over the campaign enrollment period.
5. **Reporting, Metrics, and Evaluation:** Olympia Community Solar will collect and evaluate key data about the campaign and customer experience.
 - a. Survey all enrolled customers on their experience and satisfaction
 - b. Survey all contractors and community partners
 - c. Summarize key data and findings with community partners.

Community Partner Responsibilities

The partner cities will be responsible for the following:

Program administration

- Participate in solar contractor selection;
- Participate in program evaluation;
- Participate in program team meetings as scheduled.

Community outreach and publicity

- Internal promotion;
- Post regular social media content on own pages;
- Include Solarize page/sign up link on website;
- Include Solarize in newsletters.

In person events

- Coordinate venue logistics and any associated venue-related expenses for all workshops. (City facilities or other venues shall be selected by the respective partner).
- Host campaign materials during regular tabling events.

Advertising/Media

- Provide press interviews as needed;
- Distribute press releases and upcoming events to local media contacts.
- Post events on community calendars.
- Work with OCS to set up digital ads (google, FB - paid for by OCS).
- Brainstorm other creative ways to promote in the community/ look up advertising local media and spaces (buses, local journals, newspapers, radio spots, etc.).

Community Connections

- Schedule & organize connections with local municipalities, community orgs, and tribes to generate partnerships.
- Distribute flyers on community message boards
- Find local groups like Kiwanis Clubs, Rotary Clubs, HOAs and Neighborhood Associations, Climate Advocacy groups to connect with for partnership, promotion, or event hosting.

Exhibit B – Payment Schedule

Payment Schedule

Payment will be issued upon completion of the following deliverables:

Deliverable	Payment
Contractor procurement - installer RFP issued	\$17,500
Campaign webpage launched	\$17,500
Solarize Outreach Packet to partner cities	\$17,500
Workshops (10) complete	\$17,500
End of campaign summary report and metrics	\$17,500
TOTAL	\$87,500

Eligible expenses include staff time, web development, outreach materials, travel and lodging, communications and marketing, and administration (insurance, training) in support of the Eastside Climate Partnership Solarize Campaign.

Exhibit C – Program Schedule

Week of November 11th	Send out notice to installers of RFP announcement. Schedule first community partner outreach planning meeting
Week of November 25th	Community Partners selected, RFP sent out
December 20th	5pm- Solarize proposals due. (Send out reminder to installers beginning of the week)
Jan 13- Jan 24st	Bid reviews and contractor interviews
Week of Jan 13th	Second outreach plan meetings with community partners
Week of February 4th	All firms selected. Finalize all Solarize webpages
February 10th	Finalize & Distribute Solarize Outreach Packet for community partners and installers. Begin workshop planning.
Week of February 24th	Final meetings with community partners before enrollment
March 3rd	Enrollment Begins
March 24- April 11th	First round of workshops- first round of municipal mailers/newsletters.
May 19th- June 9th	Second round of workshops. Second round of municipal mailers/newsletters.
July 4th	Enrollment Closes
September 15th	Post-Solarize participant survey sent out
October 6-10th	Wrap up meetings with installers and community partners
December 20th	Deadline for all completed Solarize installs

Non-Competitive Procurement Justification Form

Instructions:

Use this form to justify your non-competitive procurement. The Purchasing Division requires a written explanation to document why a product or service is only provided by one source and whether efforts were made to find other vendors.

The purpose of this form is to waive competitive bidding, where multiple quotes would normally be required (see Purchasing Policy for specific requirements and approval thresholds).

Examples of when to use this form:

- Purchases that are not competitively bid because they are clearly and legitimately limited to a single source of supply. Considerations:
 - Licensed, copyrighted or patented products or services that only one vendor provides
 - Compatibility requirements
 - Proprietary or custom-built software or information systems that only one vendor provides
 - Products or services where only one vendor meets the required certifications or statutory requirements
- Purchases that are not competitively bid because they involve special facilities or market conditions.

If competitive bidding is waived, the appropriate signing delegations still need to be followed.

This form is **not** required for:

- Purchases that are competitively bid (where multiple quotes are obtained)
- Purchases under \$10,000
- Intergovernmental cooperative purchases
- Interlocal purchases

Please select one of the following:

- This is an un-quotable purchase:
- Sole Source
- This is a quotable purchase but Director or Mayor will waive the use of the competitive process. Please note this option can only be used for the following types of purchases:
- Operating Supplies & Equipment
 - Operating and General Services
 - Professional Services
 - Instructional/Artistic Services

Please complete the following:

Your Name:	Jenny Lybeck
Your Department:	Executive - Sustainability
Date Requested:	11/5/2024
Requested Product or Service:	Professional Services
Estimated Cost:	\$XXX
Vendor (Source of Supply):	Olympia Community Solar



Non-Competitive Procurement Justification Form

Vendor Address:	209 5th Ave E Olympia WA, 98501
------------------------	------------------------------------

1. Describe the purpose or function of the requested product or service.

Olympia Community Solar will conduct a Solarize Campaign in the Eastside Climate Partnership cities of Redmond, Bellevue, Issaquah, and Mercer Island. Solarize is a nonprofit-sponsored solar energy group purchasing model used to reduce costs and simplify the solar installation process for community members. The contract costs will allow OCS to conduct outreach, host workshops, support community member participation, and support installation process to advance solar adoption in Redmond and on the Eastside. By participating in a solarize effort, customers receive a group discount and collectively learn how to “go solar” together. The Solarize model tackles three major market barriers: cost, complexity, and customer inertia.

2. Explain why the product/service requested is the only product/service that will work and why alternative vendors or distributors are unacceptable. Be specific with regards to any unique features, characteristics, requirements or capabilities.

Olympia Community Solar is a 501c3 non-profit organization located in Olympia Washington that works to advance solar adoption in Washington. Spark Northwest is only one other non-profit organization in the region that conducts Solarize Campaigns and they are now focusing their resources on underserved communities.

3. If the particular product/service was not available or could not be purchased, how would the department proceed with its work?

The work would not move forward.

4. Describe the market research that was conducted. Explain the efforts made to determine whether other qualified vendors or products/services exist.



Non-Competitive Procurement Justification Form

Outreach to other cities, existing vendors that we've worked with in the past, and desktop research.

I certify to the best of my knowledge that this purchase is compatible with existing goods, equipment or services and there are no reasonable alternatives or substitutes and/or the product/service is clearly and legitimately available from only one source of supply.

Step 1. Sign below OR provide an email approval:

City Representative:	Signature: Jenny Lybeck	Date: 11/5/2024
-----------------------------	--------------------------------	------------------------

Step 2. Select the appropriate box and sign below OR provide an email approval:

Director: Select appropriate box below.	Signature:	Date:
---	-------------------	--------------

- This is an un-quotable purchase and competitive bidding is waived:
 - Sole Source: Over \$10,000
- This is a quotable purchase but competitive bidding is waived:
 - Operating Supplies & Equipment (annually): \$10,001 - \$200,000
 - Operating Services, Repair & Maintenance, and General Services (annually): \$10,001 - \$50,000
 - Professional Services (annually): \$10,001 - \$50,000
 - Instructional/Artistic Services (annually): \$10,001 - \$75,000

Mayor or Designee: Select appropriate box below.	Signature:	Date:
--	-------------------	--------------

- This is a quotable purchase but competitive bidding is waived:
 - Operating Supplies & Equipment (annually): Over \$200,000
 - Operating Services, Repair & Maintenance, and General Services (annually): Over \$50,000
 - Professional Services (annually): Over \$50,000
 - Instructional/Artistic Services (annually): Over \$75,000

Step 3. Send the completed form and applicable approval to the Purchasing Division; email is acceptable. Include any back-up documentation.



Non-Competitive Procurement Justification Form

Reminder! The purpose of this form is to waive competitive bidding. The appropriate signing levels still need to be followed (see Purchasing Policy for specific requirements and approval thresholds).

To be completed by the Purchasing Department:

Purchasing:	Signature:	Date:
Contract or PO/PA #:		





Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-190
Type: Consent Item

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

Police	Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	Mavic Hizon	Civilian Commander
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TITLE:

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

OVERVIEW STATEMENT:

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

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Interlocal agreements require Council approval.
- **Council Request:**
N/A
- **Other Key Facts:**
The City of Redmond has provided emergency communications services to the City of Duvall since the late 1990s. The most recent ILA expires 12/31/2024. This version has been reviewed by legal/Daniel Kenny.

OUTCOMES:

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

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

Accounts receivable: \$136,282.00 in 2025 and the amount for 2026 will be adjusted per the Consumer Price Index (CPI) for the Seattle, WA. area for emergency dispatching services.

Accounts receivable: \$2,621.00 in 2025 and \$2,726.00 in 2026 for costs associated with available server space.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

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

If yes, explain:

Revenue for the City of Redmond from the City of Duvall.

Funding source(s):

City of Duvall

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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11/19/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction
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Proposed Upcoming Contact(s)

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

Time Constraints:

The current ILA expires 12/31/2024. The City of Duvall requires an executed agreement to pay for costs associated with dispatch services beginning 1/1/2025.

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A: Interlocal Agreement (ILA) between the City of Redmond and the City of Duvall 2025-2026

INTERLOCAL AGREEMENT Dispatch Communications

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

RECITALS

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

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

1. DUVALL'S RESPONSIBILITIES

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

- 1.6 Have responsibility for all associated costs for equipment and software including any components, as defined by Redmond, required to access Duvall CAD data from a secure location within the Duvall Police Department.
- 1.7 Duvall personnel will log into the CAD system using their own unique username and password and will conform to the password policies of the Redmond Police Department.
- 1.8 Notify Redmond promptly of any changes in status of personnel.
- 1.9 Ensure that technical staff who work for or contact with the City of Duvall meet CJIS security standards and work in close cooperation and in concert with Redmond CAD administrators.
- 1.10 Over a two-year period, from January 1, 2025, through December 31, 2025, the City of Duvall shall pay the City of Redmond \$136,282.00. For the period from January 1, 2026, through December 31, 2026, this payment shall be adjusted based on the most recently published Consumer Price Index (CPI) for the Seattle, WA area. The price adjustment shall not be less than 4% and shall not exceed 6% of the previous year's contract price, regardless of the change in the CPI."
- 1.11 Over a two-year period, January 1, 2025, through December 31, 2025, the City of Duvall shall pay the City of Redmond \$2,621. For the period of January 1, 2026, through December 31, 2026, the City of Duvall shall pay the City of Redmond \$2,726 for costs associated with available server space. This cost allows Duvall to store electronic copies of police reports in Spillman and use of storage space.
- 1.12 Make available to Redmond case records required to maintain NCIC record validation compliance.

2. REDMOND'S RESPONSIBILITIES

- 2.1 Provide communications law enforcement service within the geographical boundaries of Duvall, rendering such service of the same level, degree, and type as customarily provided in the City of Redmond as more definitively stated in Redmond Police Department Policy 801 (The Emergency Communications Center) and the Redmond Police Department Standardized Radio Operating Procedures, attached, and incorporated by the reference, including, without limitation:
 - a. Answer telephone calls for the Duvall police service in the Redmond Police Department Communications/911center.
 - b. Process and dispatch, via radio or MDC, calls for service to Duvall police

- units.
- c. Provide general ACCESS, NCIC, and WACIC data and warrant services for Duvall. These services will be provided in compliance with applicable ACCESS, NCIC, and WACIC policy guidance.
- d. Provide technical specifications and recommendations for the purchase and installation of MDC equipment and necessary software to permit connection with the Redmond CAD/MDC network.
- e. Maintain application server equipment and database(s) associated with CAD and RMS.

3. TERM

This agreement will be effective on January 1, 2025, for a term of two years (24 months). It may be terminated without cause only after sixty (60) days written notice received by one party, given to the other. This agreement may be terminated for cause, if corrective measures have not been commenced within ten (10) days after written notice, and substantially completed within thirty (30) days. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

4. RELATIONSHIP OF PARTIES

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

5. INDEMNITY

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

6. DISCRIMINATION

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

7. NOTICES

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

DUVALL:

City of Duvall
 Police Department
 Chief Bryan Keller
 P.O. Box 1300
 Duvall, WA 98019

REDMOND:

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

8. ENTIRE AGREEMENT/MODIFICATION

This Agreement is intended to express the entire agreement of the parties and may not

be altered or modified in any way unless such modification is reduced to writing, signed by both parties, and affixed to this original agreement.

Date: Sep 27, 2024

CITY OF DUVALL By:


Amy Ockerlander (Sep 27, 2024 09:18 PDT)
AMY OCKERLANDER Its:
MAYOR

Approved as to form:


Oskar Rey (Sep 30, 2024 09:50 PDT)
OSKAR REY, City Attorney

Date:

CITY OF REDMOND

By:

ANGELA BIRNEY
Its: MAYOR

Approved as to form:

DANIEL KENNEY
City Attorney

Exhibit A

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

INTRODUCTION:

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

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

These general rules should be applied to issues in dispute.

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

1. RADIO USE, CALL RECEIVING, AND DISPATCHING

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

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

- 1.3 The processed calls will be classified by incident nature and prioritized equally with Redmond calls.

- 1.4. Upon the conclusion of any incident entered in CAD, Duvall Police officers will provide the Communications Center an appropriate clearing and disposition code as described in the Redmond Police Officers Reference guide.
- 1.5 The Redmond Communications/911Center will perform audio log data searches and create recordings from the logging data recorders upon written request from the Duvall Police Department.
- 1.6 The Redmond Communications/911Center reserves the right to refuse to perform audio searches/duplication services that may require extensive labor or are not warranted in the opinion of the Redmond Police Communications Supervisor.

2. DATA AND WARRANT SERVICES

- 2.1 General: Duvall Police Department maintains a signed agreement with the Washington Criminal Information Center (WACIC) to abide by the laws and regulations governing WACIC users.
- 2.2 Redmond will provide all WACIC services currently possessed by Redmond to Duvall Police Department consistent with the Redmond Communications/911Center internal practices and policies governing the use of its facilities.
- 2.3 Periodic audits are conducted to ensure the accuracy and validity of data in WACIC. Duvall Police Department must assist the auditing of Duvall Police Department's data entries.
- 2.4 Teletypes directed to Duvall Police Department and teletypes directed to all police departments will be transmitted to Duvall Police Department via radio, telephone, fax, or CAD.
 - 2.4.1 Arrest Warrants:

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

court warrants.

- a. Duvall Police Department will make arrangements to have the original warrants (hard copy or electronic) delivered to the Redmond Police Department through the Court system. The Redmond Police Department will screen the warrants and attachments for completeness and return incomplete warrants for correction. The Redmond Police Department will then enter the warrants into WACIC and maintain the original warrant (hard copy or electronic) in a location that is readily available for the purposes of confirmation and processing. Warrant entries into WACIC must be from original warrants, which are in the possession of the Redmond Communications/911Center until served or recalled by the issuing court. At such time, the warrants will be returned to the court.
- b. The Duvall Police Department is responsible for notifying the Redmond Police Communications/911 Center immediately of known changes in the status of arrest warrants.
- c. District courts will place an expiration date on their warrants. The Redmond Communications/911 Center will periodically purge these warrants using the expiration date and will return the purged warrants to the court.
- d. The Duvall Police Department is responsible for transporting persons arrested on warrants generated by activity within their jurisdiction.
- e. If the Duvall Police Department elects to book a prisoner in jail, the Redmond Communications/911 Center must be immediately notified by radio to verify the warrant to determine its validity, and teletype or fax the agency booking the prisoner the contents of the warrant. Duvall Police Department must immediately advise the Redmond Police Communications/911Center by phone of incidents when a warrant is served. The Redmond Communications/911 Center will then clear the WACIC entry.
- f. To preclude re-arrests on the same warrant, the Redmond Police Department strongly urges the Duvall Police Department not to make copies of arrest warrants for themselves, release copies to other police agencies, or permit file copies to leave their station facility. The Duvall Police Department is responsible for all outstanding copied warrants they produce and erroneous arrests or re-arrests as a consequence of copied

warrants.

2.4.2 Stolen Vehicles:

Immediately after completing a Vehicle Theft Report, signed by the victim, Duvall Police Department will forward the theft information by radio or phone to the Redmond Communications/911Center. A call receiver will issue a police report case number and make the appropriate WACIC data entry. A copy of the Vehicle Theft Report will be maintained by the Duvall Police Department and be readily available to the Redmond Communications/911Center for verification and NCIC validations purposes. The Duvall Police Department must immediately report to the Redmond Communications/911 Center recoveries of all stolen vehicles and maintain a copy of the recovery report at the Duvall Police Station with the appropriate case number. The Redmond Communications/911Center will make the proper notifications and arrangements with the originating agency at the time of recovery.

2.4.3 Vehicle Impound:

The Redmond Communications/911 Center will enter into the CAD Tow log, Duvall Police Department's temporary impounds, private impounds, and repossessed vehicles. Abandoned vehicles and police impounds will be entered into WACIC as required.

2.4.5 Stolen Property:

The Redmond Police Department enters stolen property information into WACIC for Duvall Police and follows the following guidelines:

- a. The Duvall Police Department requests stolen property data entry by Redmond Communications/911 via telephone.
- b. The Duvall Police Department is responsible for notifying the Redmond Communications/911 Center of recovered stolen property to coordinate timely removal of the WACIC stolen property entry.

2.4.6 Missing Person/Juvenile Runaways:

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

After receiving a police report case number, Duvall Police Department will

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

2.4.7 Additional Services Provided by the Redmond Police Department:

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

2025-2027 ILA Between Redmond and Duvall FINAL

Final Audit Report

2024-09-30

Created:	2024-09-27
By:	John Botero (john.botero@duvallwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACab5D_X8GgT6zFxoUI-yb-_6ugXNPgYN

"2025-2027 ILA Between Redmond and Duvall FINAL" History

-  Document created by John Botero (john.botero@duvallwa.gov)
2024-09-27 - 3:46:06 PM GMT- IP address: 146.129.243.46
-  Document emailed to Amy Ockerlander (amy.ockerlander@duvallwa.gov) for signature
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-  Document e-signed by Amy Ockerlander (amy.ockerlander@duvallwa.gov)
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Signature Date: 2024-09-30 - 4:50:30 PM GMT - Time Source: server- IP address: 98.59.132.66
-  Agreement completed.
2024-09-30 - 4:50:30 PM GMT



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-191
Type: Consent Item

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

Public Works	Aaron Bert	(425) 556-2786
Finance	Kelley Cochran	(425) 556-2748

DEPARTMENT STAFF:

Finance	David Amble	Real Property Manager
Public Works	Rob Crittenden	Project Manager
Public Works	Steve Gibbs	Engineering Manager
Public Works	Vangie Garcia	Deputy Director

TITLE:

Approval of an Ordinance Authorizing the City’s Acquisition of Temporary and Permanent Interests in Real Property by Negotiation and Possible Use of Eminent Domain (Condemnation) for the Evans Creek Relocation Project No. 0995

- a. Ordinance No. 3197: An Ordinance of the City of Redmond, Washington, Providing for the Acquisition, Condemnation, Appropriation, and Taking of Temporary and Permanent Real Property Rights in Order to Construct a Relocation of Evans Creek, as Part of CIP Project No. 0995; Providing that the Entire Cost Hereof Shall be Paid from Available Funds; and Directing the City Attorney to Prosecute the Appropriate Action and Proceedings in the Manner Provided by Law for Said Condemnation

OVERVIEW STATEMENT:

The Evans Creek Relocation Project as proposed will construct about 3,300 feet of new creek channel in the open space to the north of the developed area. Evans Creek is a Class I stream situated in a highly developed area in southeast Redmond and unincorporated King County. In many locations, it has a narrow riparian buffer, eroded stream banks, sits adjacent to industrial properties, and has low water quality that is influenced by stormwater runoff. This project will connect to a 1,200 foot long channel downstream previously completed by the Washington State Department of Transportation for a total relocation of 4,500 feet. Once Evans Creek is moved to the new channel, approximately 1,800 feet of the existing channel will be backfilled within the developed industrial area.

In the event negotiations are unsuccessful, Finance and Public Works are seeking authorization for the City Attorney to proceed with condemnation action to acquire real property interests in King County Tax Parcels 062506-9072, 062506-9063, 062506-9041, and 062506-9020, and authorization for the Mayor and staff to execute real property acquisition settlements and closing documents to support the Evans Creek Relocation Project.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Watershed Management Plan
Stormwater CIP
WRIA 8 Chinook Conservation Plan (2005 and 2017 update)
- **Required:**
The City is obligated to adhere to the Uniform Relocation and Assistance and Real Property Acquisition Policies Act and other applicable federal regulations (49 CFR Part 24), state law (Chapter 8.26 RCW) and state regulations (Chapter 468-100-WAC). This includes negotiating to acquire property rights under threat of the exercise of eminent domain.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The approval of this ordinance will support real property acquisitions needed for the Evans Creek Relocation Project and expedite use of eminent domain if negotiations are unsuccessful.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
2014 to 2024
- **Outreach Methods and Results:**
The City and their real property consultant (HDR) first reached out to the affected property owners in 2014.
- **Feedback Summary:**
Property owners have been generally supportive of the project, and three owners are moving forward to grant the necessary easements for the project. However, the City has not been able to reach an agreement on property rights with the owners of the four parcels listed in the overview statement.

BUDGET IMPACT:

Total Cost:
\$19,003,074

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

CIP

Budget Priority:
Clean and Green

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

If yes, explain:
N/A

Funding source(s):
Stormwater CIP, Multiple grants

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/4/2024	Business Meeting	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Approval of this ordinance will align with the required notifications which have been published and posted as required by RCW 8.25.290.

The project needs to continue through the permit and property rights acquisition stage in order to meet the goal of construction over the summers of 2025-2026. Delays could lead to project cost increases, changes in property ownership, and permit issues that could impact the project scope, schedule, and/or cost. An easement that was acquired for the project in 2019 will expire 3 years following the date when the City secures all permits for the project.

ANTICIPATED RESULT IF NOT APPROVED:

Council could choose not to approve the ordinance authorizing the acquisition of real property rights through condemnation. This would delay or preclude the acquisition of property rights and the project would likely not be constructed.

ATTACHMENTS:

Attachment A - Project Information Sheet

Attachment B - Additional Project Information
Attachment C - Condemnation Ordinance



CIP Project Information Sheet

Project Name: Evans Creek Relocation

Project Status: Existing

Functional Area(s): Stormwater

Relevant Plan(s): Watershed Management Plan, WRIA 8 Salmon Plan

Neighborhood: Southeast Redmond

Time Frame: 2019-2025

Budget Priority: Healthy and Sustainable

Citywide Rank: 50

Functional Area Priority: High

Location: North and east of the SE Redmond industrial area

Description:

Reroute approximately 4,500 feet of Evans Creek that currently runs through multiple industrial properties with poor channel and buffer conditions. Place Evans Creek in natural open area north of current location.

Anticipated Outcomes: *Primary:* Natural Environment *Secondary:*

New creek channel with channel complexity, functioning buffers and wetlands. Improves habitat to support fish including chinook salmon.

Request: *Primary Reason(s):*

King County and federal permitting delays resulted in schedule delay and inflationary cost increases.

Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$6,086,855	\$4,832,564	\$6,103,815	\$1,979,840					\$19,003,074
Approved Changes									
Current Approved Budget	\$6,086,855	\$4,832,564	\$6,103,815	\$1,979,840					\$19,003,074
Proposed New Budget	\$2,240,231	\$487,547	\$2,446,657	\$5,872,394	\$5,976,406	\$1,979,840			\$19,003,076
Proposed changes due to	Scope Change	X Schedule Change		X Budget Change					

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)	\$1,302,598								\$1,302,598
Right of Way	\$604,632	\$139,139	\$1,294,255						\$2,038,026
Design (31-100%)	\$332,541	\$348,408	\$687,470	\$1,000,000					\$2,368,419
Construction	\$460			\$4,102,425	\$4,919,813	\$1,883,858			\$10,906,556
Contingency			\$464,932	\$769,969	\$1,056,593	\$95,982			\$2,387,476
Total	\$2,240,231	\$487,547	\$2,446,657	\$5,872,394	\$5,976,406	\$1,979,840			\$19,003,076

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost					\$40,000	\$40,000	\$40,000	\$40,000	\$160,000

Explanation: Permit required monitoring and maintenance of habitat enhancements. Reduces over time as plants mature.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
Stormwater CIP	\$5,274,029	\$10,462,064		\$15,736,093
Grant - WIRA 8		\$825,000		\$825,000
Grant - King County Cooperative	\$678,300			\$678,300
Grant - Flood District Opportunity	\$134,526	\$479,155		\$613,681
Grant - King County Flood Contrc		\$1,150,000		\$1,150,000
Total	\$6,086,855	\$12,916,219		\$19,003,074



Attachment B – Additional Project Information

Evans Creek Relocation Project No. 0995

Project Discussion

The City needs to acquire both temporary and permanent real property rights from seven properties owned by five different owners to accommodate the project. The graphic on the last page shows the anticipated acquisition areas.

These rights include the fee purchase of one parcel and the acquisition of two permanent easements and nine temporary easements. Two other permanent easements were already purchased by the City in 2019. The fee purchase and easements will allow access and grading for the relocation project and will also support the eventual backfill of the existing creek channel once the flow of water is moved to the new channel.

Three owners have agreed to grant the necessary easements for the project. The City has not been able to reach an agreement with the other two other owners for the property rights and negotiations are at an impasse. These are highlighted in yellow on the graphic. Finance and Public Works are seeking authorization from Council for the City Attorney to proceed with condemnation action to acquire real property interests from these two owners.

Project Status

The project is now 100 percent designed, but may need to be revised based on pending permit comments from the Federal Emergency Management Agency (FEMA) and King County. If the remaining permits can be acquired in a timely manner, the City plans to advertise the project for public bid in spring 2025 and construct the project over the two summers of 2025-2026.

The City had planned to advertise the project earlier this year. However, following meetings with FEMA and King County representatives in February 2024, FEMA determined that a Conditional Letter of Map Revision (CLOMR) is required before construction can begin on the project. This was not expected and delayed the project by at least a year. The previous schedule was based on the City submitting a LOMR after project completion.

The project has received permits and approvals from the following agencies:

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Services
- National Marine Fisheries Service
- WA Dept. of Archaeology and Historic Preservation (DAHP)
- WA Dept. of Fish and Wildlife
- WA Dept. of Ecology
- WA Dept. of Natural Resources (DNR)
- WA State Recreation and Conservation Office (RCO)
- City of Redmond

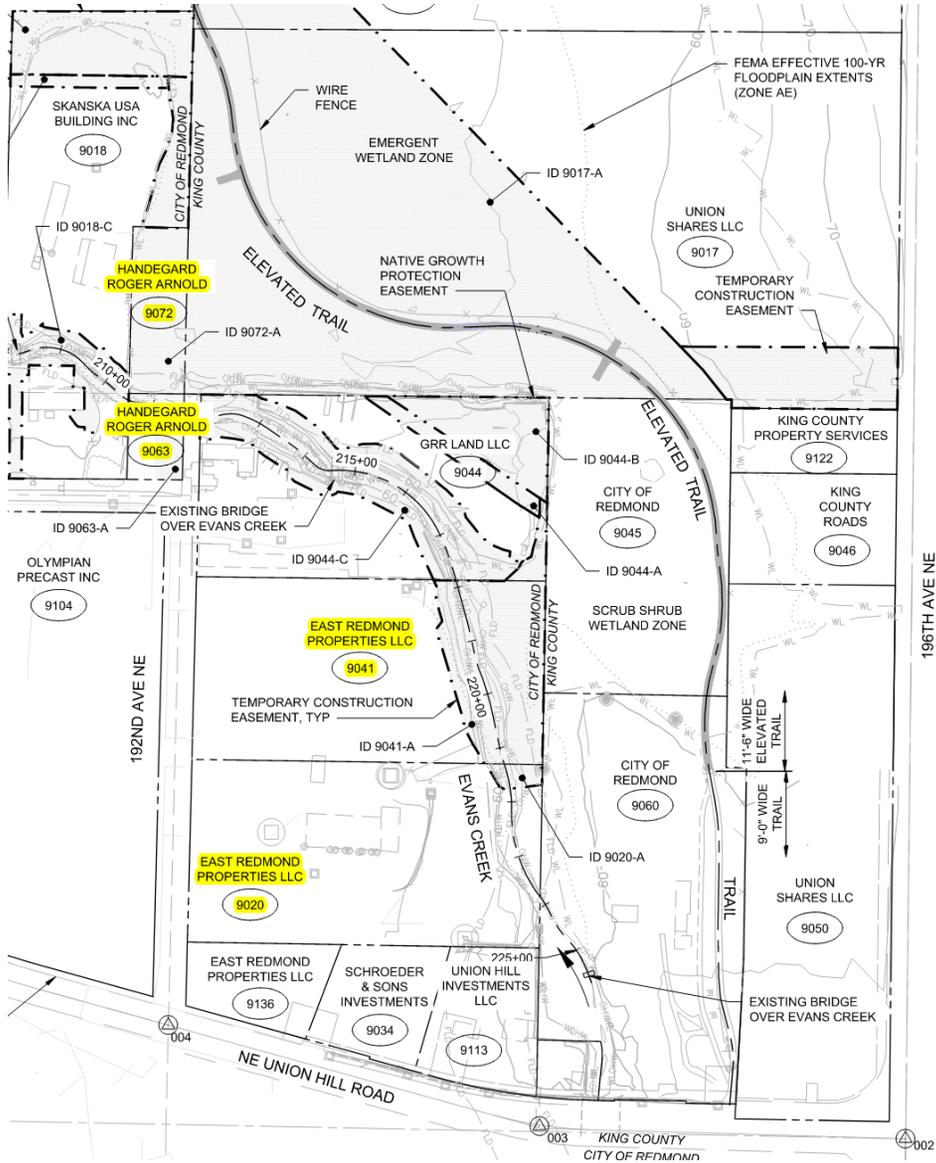
Permits are still pending from the following agencies:

- Federal Emergency Management Agency (FEMA)
- King County

Previous Project-Related Council Touches

Date	Meeting	Action
2/5/2013	Business Meeting	Approval
12/1/2020	Business Meeting	Approval
6/4/2024	Committee of the Whole - Planning and Public Works	Provide Direction
6/18/2024	Business Meeting	Approve
11/4/2024	Business Meeting	Provide Direction

Attachment B - Additional Project Information



LEGEND

CONSTRUCTION EASEMENTS.

SUMMARY OF CONSTRUCTION EASEMENTS

ID	OWNER NAME	ASSESSOR PARCEL NUMBER	TYPE
9072-A	ROGER ARNOLD HANDEGARD	0625069072	PURCHASE
9063-A	ROGER ARNOLD HANDEGARD	0625069063	TEMPORARY
9020-A	EAST REDMOND PROPERTIES, LLC (WATSON)	0625069020	TEMPORARY
9041-A	EAST REDMOND PROPERTIES, LLC (WATSON)	0625069041	TEMPORARY
9129-A	FORSTER R & D, LLC	0625069129	TEMPORARY
9028-A	SKANSKA USA BUILDING, INC.	0626069028	TEMPORARY
9018-A	SKANSKA USA BUILDING, INC.	0625069018	TEMPORARY
9018-B	SKANSKA USA BUILDING, INC.	0625069018	PERMANENT
9018-C	SKANSKA USA BUILDING, INC.	0625069018	TEMPORARY
9044-A	GRR LAND, LLC (DTG)	0625069044	TEMPORARY
9044-B	GRR LAND, LLC (DTG)	0625069044	PERMANENT
9044-C	GRR LAND, LLC (DTG)	0625069044	TEMPORARY
9029-A	UNION SHARES, LLC	0625069029	PERMANENT
9017-A	UNION SHARES, LLC	0625069017	PERMANENT

Acquired in
2019

SURVEY CONTROL POINTS

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
001	251195.56	1333578.83	99.37	3.5" SURFACE BRASS DISC
002	248701.77	1333550.66	73.41	3.5" SURFACE BRASS DISC
003	248720.49	1332892.00	74.06	1-1/2" SURFACE BRASS DISC
004	248906.80	1332218.40	66.54	1-1/2" SURFACE BRASS DISC
005	249449.52	1330934.06	65.77	2" BRASS DISK STAMPED
006	249468.00	1330981.12	67.54	2" BRASS DISK STAMPED

Attachment C - Condemnation Ordinance

Introduced:
Adopted:

NON-CODE

**CITY OF REDMOND
ORDINANCE NO.**

AN ORDINANCE OF THE CITY REDMOND, WASHINGTON, PROVIDING FOR THE ACQUISITION, CONDEMNATION, APPROPRIATION, AND TAKING OF TEMPORARY AND PERMANENT REAL PROPERTY RIGHTS IN ORDER TO CONSTRUCT A RELOCATION OF EVANS CREEK, AS PART OF CIP PROJECT NO. 0995; PROVIDING THAT THE ENTIRE COST HEREOF SHALL BE PAID FROM AVAILABLE FUNDS; AND DIRECTING THE CITY ATTORNEY TO PROSECUTE THE APPROPRIATE ACTION AND PROCEEDINGS IN THE MANNER PROVIDED BY LAW FOR SAID CONDEMNATION

WHEREAS, the City of Redmond has determined that a relocation of Evans Creek to an open space north and east of existing properties on NE 84th Street and 192nd Avenue NE is necessary to improve conveyance of surface water by Evans Creek and provide additional compensatory flood storage, thereby reducing Base Flood Elevations and downstream flooding, reduce impacts to water quality in Evans Creek from untreated stormwater discharges from adjacent land uses, increase passive recreational opportunities to foster environmental stewardship by the community, connect the relocated creek with stream channel improvements completed by the state of Washington, enhance in-stream habitat conditions, manage invasive plant species, increase riparian buffers, and improve fish passage while providing for more efficient use of adjacent industrial properties in accord with the City's comprehensive plan; and

WHEREAS, it is necessary for the City to acquire land from private property owners in order to construct the Evans Creek Relocation as part

Attachment C - Condemnation Ordinance

of the CIP Project No. 0995 approved in the City's Capital Improvement Program; and

WHEREAS, the City has pursued the necessary negotiating of voluntary property agreements to acquire the necessary property rights, but agreements have not been reached with the owners from which property is needed; and

WHEREAS, the City Council has therefore determined to authorize condemnation of such owner's property interests if voluntary negotiations are unsuccessful; and

WHEREAS, pursuant to RCW 8.25.290, the City mailed and published notice to the property owners whose lands this ordinance authorizes to be condemned advising such owners that a final decision to acquire by negotiation or condemning the required property interests would be made at the December 3, 2024, Redmond City Council meeting and that this ordinance would be considered and passed as a result; and

WHEREAS, any and all interested parties had the opportunity to address the Redmond City Council on the subject at the December 3, 2024, meeting.

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

Section 1. Need for Property - Public Use. The public health, safety, necessity, and convenience demand that CIP Project No. 0995 approved in the City's Capital Improvement Program, to relocate Evans Creek, be constructed to improve conveyance of surface water by Evans Creek and provide additional compensatory flood storage, thereby reducing Base Flood Elevations and downstream flooding, reduce impacts

Attachment C - Condemnation Ordinance

to water quality in Evans Creek from untreated stormwater discharges from adjacent land uses, increase passive recreational opportunities to foster environmental stewardship by the community, connect the relocated creek with stream channel improvements completed by the state of Washington, enhance in-stream habitat conditions, manage invasive plant species, increase riparian buffers, and improve fish passage while providing for more efficient use of adjacent industrial properties in accord with the City's comprehensive plan. The property must be acquired, condemned, appropriated and taken to provide the space necessary for the Creek relocation as provided by this ordinance. CIP Project No. 0995 is a public use for which the City is authorized to condemn property and property interests under RCW 8.12.030.

Section 2. Declaration of Necessity. The City Council of the City of Redmond has reviewed the planned improvements as part of the review and adoption of the City's Capital Improvement Program and hereby declares that property rights in, under, over, along, across, and upon certain real properties are necessary for construction of CIP Project No. 0995 in Section 1 above and must be acquired by the City of Redmond. The property rights to be acquired are legally described and depicted in Exhibits 1, 2, and 3 attached hereto and incorporated herein by this reference as if set forth in full.

Section 3. Authority of City Attorney. The City Attorney is hereby authorized and directed to begin and prosecute the proceedings provided by law to condemn, take, and appropriate the interests necessary to carry out the provisions of this ordinance, and is further authorized in conducting said condemnation proceedings, and for the purpose of

Attachment C - Condemnation Ordinance

minimizing damages, to stipulate as to the use of the properties hereby authorized to be condemned and appropriated, and as to the reservation of any right of use of the owners or any person entitled to possession of the properties, provided that such reservation does not interfere with the use of said property as provided in this ordinance. The City Attorney is further authorized to adjust the location and/or width of any portion of any of the properties so taken to minimize damages, provided that said adjustments do not interfere with the use of said properties by the City as provided in this ordinance.

Section 4. Source of Funds. The entire cost of the property rights acquisitions authorized by this ordinance, including all costs and expenses of condemnation proceedings, shall be paid from available funds as may be appropriate under the circumstances.

Section 5. 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 6. Effective date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this 3rd day of December 2024.

Attachment C - Condemnation Ordinance

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

SEAL

APPROVED AS TO FORM:

DANIEL P. KENNY, CITY ATTORNEY

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

Exhibit 1 - Easement Exhibit and Legal Description
King County Tax Parcel #062506-9063

Return Address:
City of Redmond
Finance-Real Property, MS: 3NFN
P.O. Box 97010
Redmond, WA 98073-9710

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)
EASEMENT – TEMPORARY CONSTRUCTION

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page ____ of document

Grantor(s) Exactly as name(s) appear on document

ROGER ARNOLD HANDEGARD

Additional names on page __ of document.

Grantee(s) Exactly as name(s) appear on document

REDMOND, CITY OF

Additional names on page __ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range)

**PTN NW QTR. AND SW QTR. OF THE SE QTR. SEC. 6, TWN. 25N., RNG. 6E.,
W.M.**

Additional names on page __ of document.

Assessor's Property Tax Parcel/Account Number

0625069063

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

TEMPORARY CONSTRUCTION EASEMENT

EASEMENT – TEMPORARY CONSTRUCTION

The **GRANTOR, ROGER ARNOLD HANDEGARD**, as a separate estate, in consideration of mutual benefits, does hereby grant and convey to the **CITY OF REDMOND**, a State of Washington municipal corporation (hereinafter referred to as “Grantee”), its successors and its assigns, a temporary easement in, on, over, under, across and upon the land legally described as follows:

See Exhibit “A”,

and as graphically depicted on Exhibit “B”:

Except for the commencement notice required below, the Grantee, its successors, and assigns, shall have the right without prior notice or proceeding of law to enter upon above-described land at normal working hours, or at any time when determination has been made by Grantee that public health, safety or welfare is threatened, for the purpose of, but not limited to: Access for construction equipment and personnel, installation and maintaining of erosion control measures, surveying, staking, and feature delineation, excavating, removal of vegetation, removal and disposal of miscellaneous debris and contaminated soil if applicable, grading, installation of soil and rock, relocation of utilities, installing landscaping material, fencing, seeding, and repairing of property impacts and access.

While the Grantee has a right to enter and utilize this Temporary Construction Easement for the above purposes, this shall not constitute an obligation, or special duty, on the Grantee’s part to perform any or all the above actions.

The duration of this Temporary Construction Easement shall be for a period of 24 months from the commencement of Project construction. The City shall provide the Owner notice of commencement of the Project and shall provide notice to the Owner or a responsible person on the Property prior to Grantee’s first use of the temporary construction easement at least 14 (Fourteen) days in advance. The duration, inclusive of any extension options exercised will not extend past 12/31/2028.

It is further agreed that this Temporary Construction Easement may be extended at the option of the Grantee beyond the 24-month period described in the preceding paragraph under the following terms and conditions. Each extension shall be for a three-month period, with no more than four extensions and for a total of no more than twelve months from the end of the 24-month period described in the preceding paragraph. Grantee shall compensate Grantor for each three-month extension in a lump sum amount equal to one-eighth of the total compensation paid by Grantor for the 24-month period described above (24 months ÷ 3 months = one-eighth). Grantee shall notify Grantor in writing of its exercise of Grantee’s option to extend at least 14 calendar days in advance of the expiration of the 24-month period or any extension thereof. Payment for each extension shall be made within 30 days of the time notification is given.

The Grantee agrees to hold harmless, indemnify and defend the Grantor from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the Grantee, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Grantee, its officers, agents, contractors or employees, in connection with the Grantee's activities authorized by this easement, provided, however, that:

A. The Grantee's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the Grantor; and

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

The Grantor hereby warrants that they are the owners of the above-described property and have authority to convey such easement.

Dated this ____ day of _____, 2024.

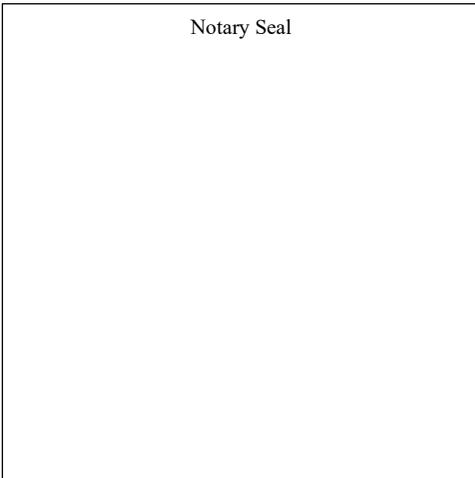
Grantor:

Roger Arnold Handegard

STATE OF WASHINGTON)
) §
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he signed this instrument and
acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2024.



Notary: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing in _____

My Commission Expires: _____

**EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT**

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE EAST 100 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTH OF THE NORTH LINE OF CAMPBELL LUMBER COMPANY ROAD EXTENSION, ALSO KNOW AS N.E. 84TH STREET;

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY;

THENCE NORTH 89°24'54" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID PROPERTY, A DISTANCE OF 30.00 FEET;

THENCE NORTH 1°25'15" EAST, A DISTANCE OF 78.43 FEET;

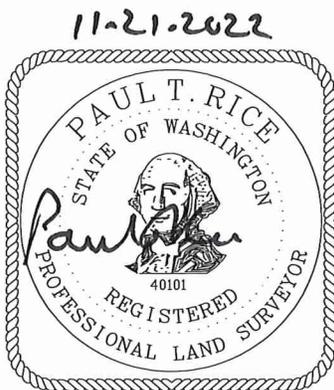
THENCE NORTH 89°59'16" WEST, A DISTANCE OF 70.02 FEET TO THE WESTERLY BOUNDARY OF SAID PROPERTY;

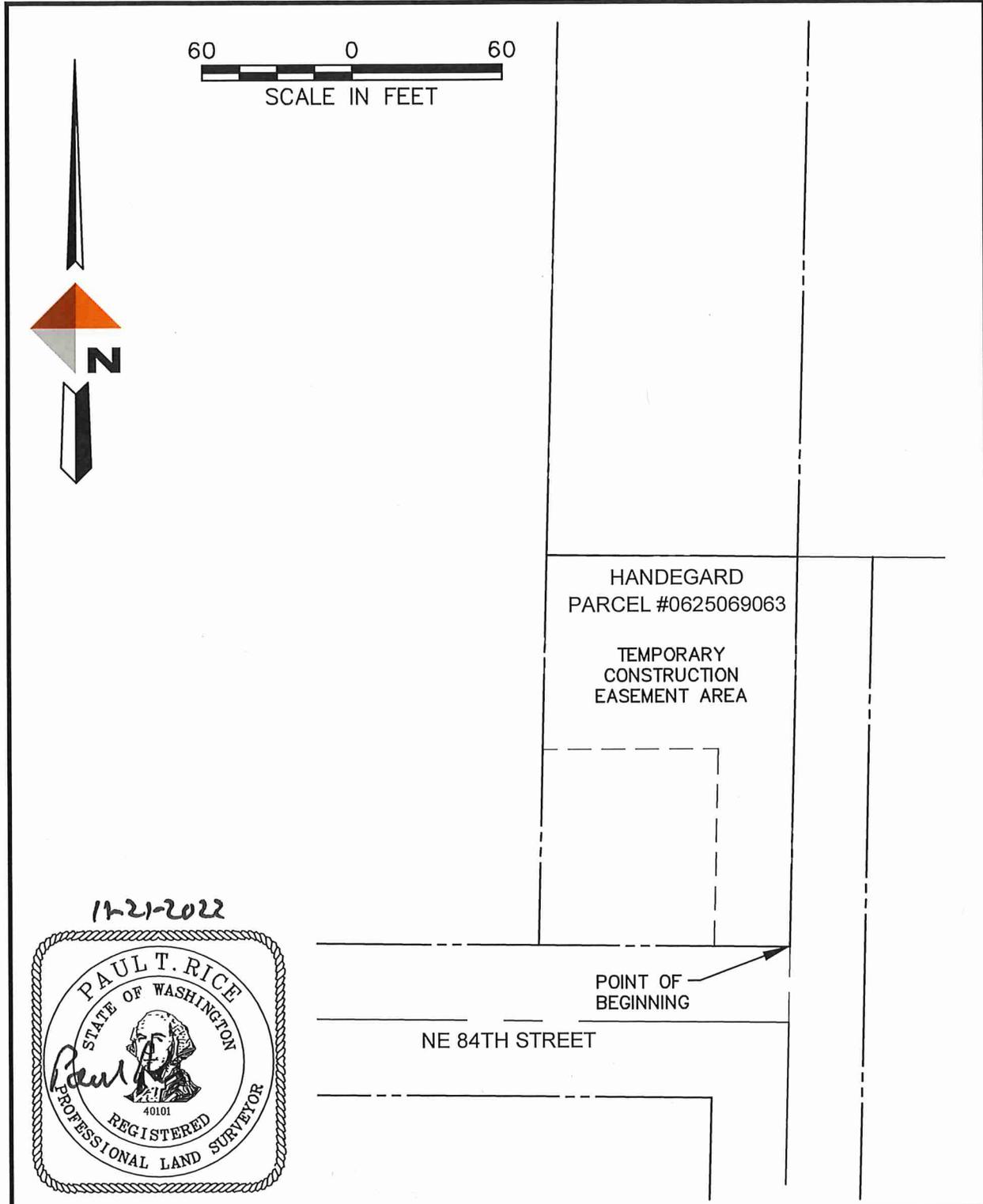
THENCE NORTH 1°25'15" EAST, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 77.26 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY;

THENCE SOUTH 89°25'10" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID PROPERTY, A DISTANCE OF 100.01 FEET TO THE NORTHEAST CORNER THEREOF;

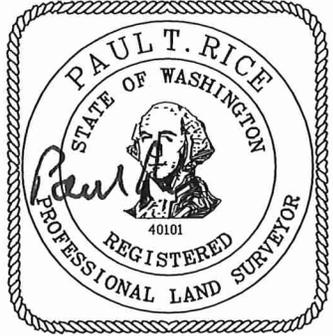
THENCE SOUTH 1°25'15" WEST, ALONG THE EASTERLY BOUNDARY OF SAID PROPERTY, A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 10,034 SQUARE FEET, 0.2303 ACRES OF LAND, MORE OR LESS.





11-21-2022



HANDEGARD
PARCEL #0625069063

TEMPORARY
CONSTRUCTION
EASEMENT AREA

POINT OF
BEGINNING

NE 84TH STREET



DOWL
www.dowl.com
8410 154th Avenue NE, Suite 120
Redmond, Washington 98052
425-869-2670

EXHIBIT B
TEMPORARY CONSTRUCTION
EASEMENT
HANDEGARD

PROJECT	15148.04
DATE	11/21/2022

1"=60'

Exhibit 2 - Warranty Deed and Legal Description
King County Tax Parcel #062506-9072

After recording return document to:

City of Redmond
Attn: Real Property
P.O. Box 97010
Redmond, WA 98073-9710

Document Title: Warranty Deed
Reference Number of Related Documents: 7908290588, 8112240299, 8311140574
Grantor: Roger Arnold Handegard
Grantee: City of Redmond
Short Legal: Ptn NW 1/4 and SW 1/4 of the SE 1/4 of 6-25N-6E, W.M.
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 0625069072

WARRANTY DEED

Evans Creek Relocation Project

The Grantor, **ROGER ARNOLD HANDEGARD**, as a separate estate and contract purchaser from Helen A. O'Dell, formerly Helen A. Cotterill, as a separate estate, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the **CITY OF REDMOND**, a State of Washington municipal corporation (hereinafter referred to as "Grantee"), the following described real property situated in King County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

See **Exhibit "A"** for legal description, attached hereto and incorporated herein by reference, and graphically depicted on **Exhibit "B"**.

WARRANTY DEED

Accepted and Approved

CITY OF REDMOND,
a Washington municipal corporation

By: _____

Its: _____
Authorized Agent

Date: _____

Attest:

City Clerk

Approved as to form:

City Attorney

WARRANTY DEED

Exhibit "A"

The East 100 feet of the South 300 feet of the East half of the East half of the Northwest quarter of the Southeast quarter of Section 6, Township 25 North, Range 6 East, W.M., in King County, Washington;

WARRANTY DEED

Exhibit "B"

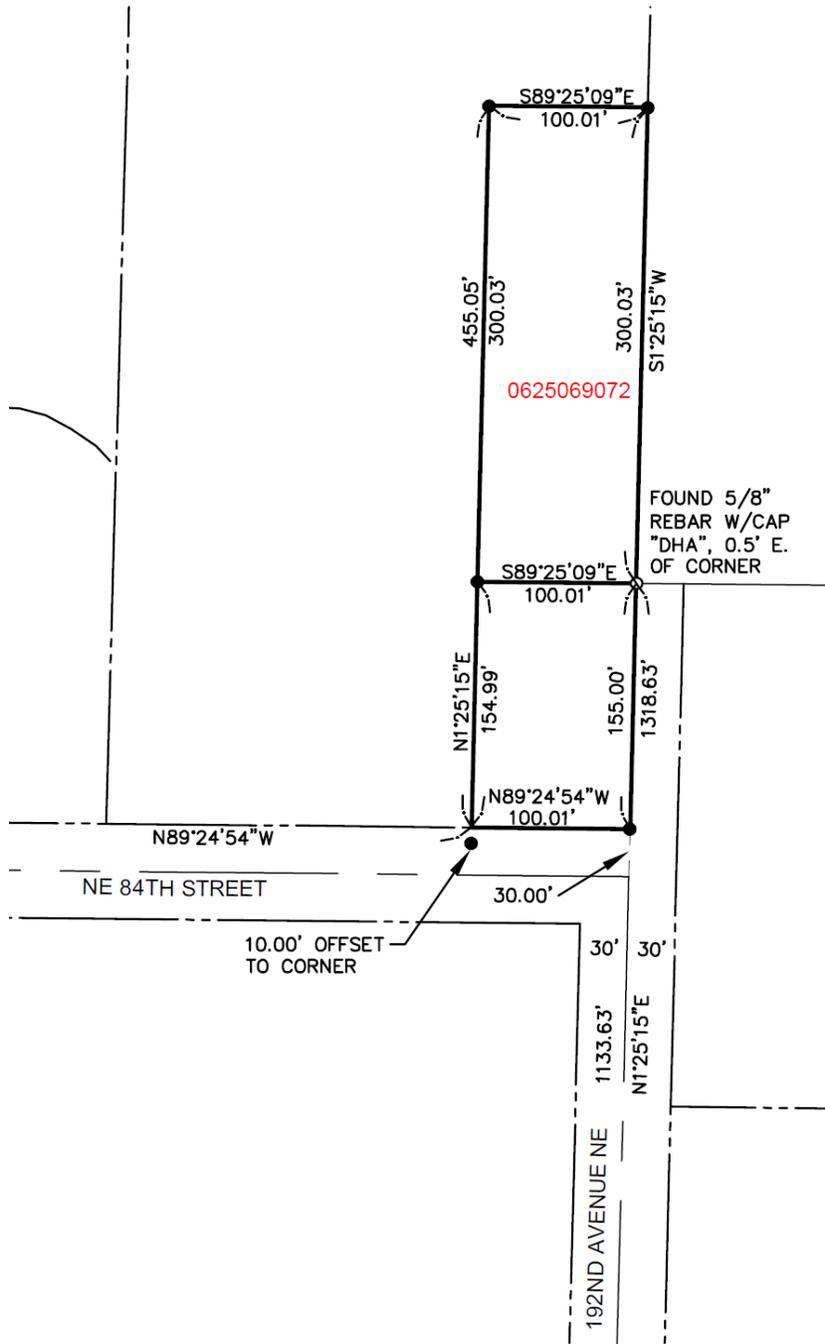


Exhibit 3 - Easement Exhibits and Legal Descriptions
King County Tax Parcels #062506-9020 and #062506-9041

Return Address:

City of Redmond
Finance-Real Property, MS: 3NFN
P.O. Box 97010
Redmond, WA 98073-9710

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

EASEMENT – TEMPORARY CONSTRUCTION

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page ____ of document

Grantor(s) Exactly as name(s) appear on document

EAST REDMOND PROPERTIES, LLC

Additional names on page_of document.

Grantee(s) Exactly as name(s) appear on document

REDMOND, CITY OF

Additional names on page_of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range)

Additional names on page_of document.

Assessor's Property Tax Parcel/Account Number

0625069020

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

TEMPORARY CONSTRUCTION EASEMENT

EASEMENT – TEMPORARY CONSTRUCTION

The GRANTOR, EAST REDMOND PROPERTIES, LLC, a Washington limited liability company, in consideration of mutual benefits, does hereby grant and convey to the **CITY OF REDMOND**, a State of Washington municipal corporation (hereinafter referred to as “Grantee”), its successors and its assigns, a temporary easement in, on, over, under, across and upon the land legally described as follows:

See Exhibit “A”,

and as graphically depicted on Exhibit “B”:

Except for the commencement notice required below, the Grantee, its successors, and assigns, shall have the right without prior notice or proceeding of law to enter upon above-described land at normal working hours, or at any time when determination has been made by Grantee that public health, safety or welfare is threatened, for the purpose of, but not limited to: Access for construction equipment and personnel, installation and maintaining of erosion control measures, surveying, staking, and feature delineation, excavating, removal of vegetation, removal and disposal of miscellaneous debris and contaminated soil if applicable, grading, installation of soil and rock, relocation of utilities, installing landscaping material, fencing, seeding, and repairing of property impacts and access.

While the Grantee has a right to enter and utilize this Temporary Construction Easement for the above purposes, this shall not constitute an obligation, or special duty, on the Grantee’s part to perform any or all the above actions.

The duration of this Temporary Construction Easement shall be for a period of 24 months from the commencement of Project construction. The City shall provide the Owner notice of commencement of the Project and shall provide notice to the Owner or a responsible person on the Property prior to Grantee’s first use of the temporary construction easement at least 14 (Fourteen) days in advance. The duration, inclusive of any extension options exercised will not extend past 12/31/2028.

It is further agreed that this Temporary Construction Easement may be extended at the option of the Grantee beyond the 24-month period described in the preceding paragraph under the following terms and conditions. Each extension shall be for a three-month period, with no more than four extensions and for a total of no more than twelve months from the end of the 24-month period described in the preceding paragraph. Grantee shall compensate Grantor for each three-month extension in a lump sum amount equal to one-eighth of the total compensation paid by Grantor for the 24-month period described above (24 months ÷ 3 months = one-eighth). Grantee shall notify Grantor in writing of its exercise of Grantee’s option to extend at least 14 calendar days in advance of the expiration of the 24-month period or any extension thereof. Payment for each extension shall be made within 30 days of the time notification is given.

The Grantee agrees to hold harmless, indemnify and defend the Grantor from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the Grantee, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Grantee, its officers, agents, contractors or employees, in connection with the Grantee's activities authorized by this easement, provided, however, that:

A. The Grantee's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the Grantor; and

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

The Grantor hereby warrants that they are the owners of the above-described property and have authority to convey such easement.

Dated this ____ day of _____, 20 ____.

Grantor:

By: _____

Its: _____

By: _____

Its: _____

STATE OF WASHINGTON)
) §
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that __he signed this instrument, on oath stated that __he was authorized to execute this instrument and acknowledged it as _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20 ____.

EXHIBIT "A"
Legal Description of Temporary Construction Easement

EXHIBIT "B"
Graphic depiction of Temporary Construction Easement

**EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT**

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD;

SITUATE IN KING COUNTY, WASHINGTON.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY;

THENCE SOUTH 1°01'56" WEST, ALONG THE EASTERLY BOUNDARY OF SAID PROPERTY, A DISTANCE OF 36.20 FEET;

THENCE SOUTH 82°11'51" WEST, A DISTANCE OF 43.30 FEET;

THENCE SOUTH 85°05'55" WEST, A DISTANCE OF 25.13 FEET;

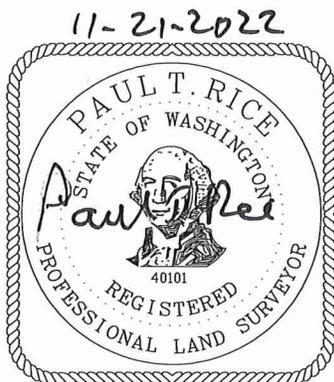
THENCE NORTH 62°40'33" WEST, A DISTANCE OF 10.67 FEET;

THENCE NORTH 30°27'12" WEST, A DISTANCE OF 36.82 FEET;

THENCE NORTH 38°23'10" WEST, A DISTANCE OF 11.63 FEET TO THE NORTHERLY BOUNDARY OF SAID PROPERTY,

THENCE SOUTH 89°09'08" EAST, ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 103.97 FEET TO THE POINT OF BEGINNING

SAID EASEMENT CONTAINS 3,706 SQUARE FEET, 0.0851 ACRES OF LAND, MORE OR LESS.





11-21-2022



192ND AVENUE NE



POINT OF BEGINNING

TEMPORARY CONSTRUCTION EASEMENT AREA

EAST REDMOND PROPERTIES, LLC
PARCEL #0625069020

PROJECT 15148.04
DATE 11/21/2022

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
EAST REDMOND PROPERTIES, LLC

DOWL
WWW.DOWL.COM
 8410 154th Avenue NE, Suite 120
 Redmond, Washington 98052
 425-869-2670

1"=120'

Return Address:

City of Redmond
Finance-Real Property, MS: 3NFN
P.O. Box 97010
Redmond, WA 98073-9710

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

**EASEMENT –TEMPORARY MONITORING AND IMPROVEMENT
MAINTENANCE**

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page ___ of document

Grantor(s) Exactly as name(s) appear on document

EAST REDMOND PROPERTIES, LLC

Additional names on page_of document.

Grantee(s) Exactly as name(s) appear on document

REDMOND, CITY OF

Additional names on page_of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range)

Ptn. SE qtr. SE qtr. Sec 6, Twn. 25, Rng. 6, E., W.M.

Additional names on page_of document.

Assessor's Property Tax Parcel/Account Number

0625069020_____

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

TEMPORARY CONSTRUCTION EASEMENT

EASEMENT –TEMPORARY MONITORING AND IMPROVEMENT MAINTENANCE

The GRANTOR, EAST REDMOND PROPERTIES, LLC, a Washington limited liability company, in consideration of mutual benefits, does hereby grant and convey to the **CITY OF REDMOND**, a State of Washington municipal corporation (hereinafter referred to as “Grantee”), its successors and its assigns, a temporary easement in, on, over, under, across and upon the land legally described as follows:

See Exhibit “A”,

and as graphically depicted on Exhibit “B”:

Except for the commencement notice required below, the Grantee, its successors, and assigns, shall have the right without prior notice or proceeding of law to enter upon above-described land at normal working hours, or at any time when determination has been made by Grantee that public health, safety or welfare is threatened, for the purpose of, but not limited to: monitoring of and maintaining plantings, replanting of native material, temporary irrigation system installation and irrigation of plantings, site access, survey, removal of vegetation, and replanting of vegetation.

The term of this Temporary Monitoring and Improvement Maintenance easement shall commence on the date of acceptance of this Temporary Monitoring and Improvement Maintenance easement by the City and shall terminate after a period of 10 (Ten) years from the completion of Project construction. During the term of the easement, it is understood and agreed that the temporary rights herein granted will be for a cumulative period not to exceed the following:

- 25 (twenty-five) non-continuous days during year 1 (one)
- 13 (thirteen) non-continuous days during years 2-4 (two through four).
- 5 (five) non-continuous days during years 5-10 (five through ten).

The City may provide the Grantor twenty-four (24) hour advance notification of the City’s intent to exercise its rights under this Temporary Easement.

The City shall provide the Owner notice of completion of the Project construction and commencement of the temporary monitoring period. Notice shall not thereafter be required for monitoring activities. Grantee shall record a notice to title of the date the Temporary Monitoring and Improvement Maintenance period commenced and the date on which the monitoring period and this easement shall terminate.

While the Grantee has a right to enter and utilize easement for the above purposes, this shall not constitute an obligation, or special duty, on the Grantee’s part to perform any or all the above actions.

The Grantee agrees to hold harmless, indemnify and defend the Grantor from and against any and

all claims, losses or liability, for injuries, sickness or death of persons, including employees of the Grantee, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Grantee, its officers, agents, contractors or employees, in connection with the Grantee's activities authorized by this easement, provided, however, that:

A. The Grantee's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the Grantor; and

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

The Grantor hereby warrants that they are the owners of the above-described property and have authority to convey such easement.

Dated this ____ day of _____, 20 ____.

Grantor:

By: _____

Its: _____

By: _____

Its: _____

STATE OF WASHINGTON)
) §
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that __he signed this instrument, on oath stated that __he was authorized to execute this instrument and acknowledged it as _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20 ____.

EXHIBIT "A"

**Legal Description of
Temporary Monitoring and Improvement Maintenance Easement**

EXHIBIT "B"

Graphic depiction of Temporary Construction Easement

EXHIBIT A
TEMPORARY 10-YEAR MONITORING EASEMENT

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD;

SITUATE IN KING COUNTY, WASHINGTON.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TEMPORARY 10-YEAR MONITORING EASEMENT

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY;

THENCE SOUTH 1°01'56" WEST, ALONG THE EASTERLY BOUNDARY OF SAID PROPERTY, A DISTANCE OF 36.20 FEET;

THENCE SOUTH 82°11'51" WEST, A DISTANCE OF 43.30 FEET;

THENCE SOUTH 85°05'55" WEST, A DISTANCE OF 25.13 FEET;

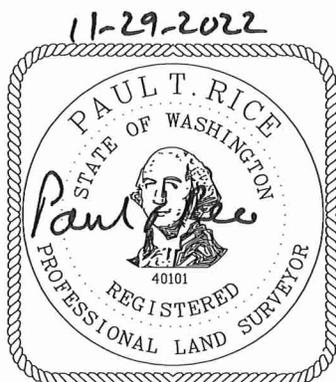
THENCE NORTH 62°40'33" WEST, A DISTANCE OF 10.67 FEET;

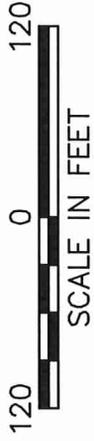
THENCE NORTH 30°27'12" WEST, A DISTANCE OF 36.82 FEET;

THENCE NORTH 38°23'10" WEST, A DISTANCE OF 11.63 FEET TO THE NORTHERLY BOUNDARY OF SAID PROPERTY,

THENCE SOUTH 89°09'08" EAST, ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 103.97 FEET TO THE POINT OF BEGINNING

SAID EASEMENT CONTAINS 3,706 SQUARE FEET, 0.0851 ACRES OF LAND, MORE OR LESS.





192ND AVENUE NE

POINT OF BEGINNING

TEMPORARY
10-YEAR
MONITORING
EASEMENT

EAST REDMOND
PROPERTIES, LLC
PARCEL #0625069020

11-29-2022



PROJECT 15148.04
DATE 11/21/2022

EXHIBIT B
TEMPORARY 10-YEAR
MONITORING EASEMENT
EAST REDMOND PROPERTIES, LLC

DOWL
www.dowl.com
 8410 154th Avenue NE, Suite 120
 Redmond, Washington 98052
 425-869-2670

1"=120'

Return Address:

City of Redmond
Finance-Real Property, MS: 3NFN
P.O. Box 97010
Redmond, WA 98073-9710

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

EASEMENT – TEMPORARY CONSTRUCTION

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page ____ of document

Grantor(s) Exactly as name(s) appear on document

EAST REDMOND PROPERTIES, LLC

Additional names on page_of document.

Grantee(s) Exactly as name(s) appear on document

REDMOND, CITY OF

Additional names on page_of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range)

Ptn of the SE1/4, STR 6-25-6

Additional names on page_of document.

Assessor's Property Tax Parcel/Account Number

0625069041

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

TEMPORARY CONSTRUCTION EASEMENT

EASEMENT – TEMPORARY CONSTRUCTION

The GRANTOR, **EAST REDMOND PROPERTIES, LLC**, a Washington limited liability company, in consideration of mutual benefits, does hereby grant and convey to the **CITY OF REDMOND**, a State of Washington municipal corporation (hereinafter referred to as “Grantee”), its successors and its assigns, a temporary easement in, on, over, under, across and upon the land legally described as follows:

See Exhibit “A”,

and as graphically depicted on Exhibit “B”:

Except for the commencement notice required below, the Grantee, its successors, and assigns, shall have the right without prior notice or proceeding of law to enter upon above-described land at normal working hours, or at any time when determination has been made by Grantee that public health, safety or welfare is threatened, for the purpose of, but not limited to: Access for construction equipment and personnel, installation and maintaining of erosion control measures, surveying, staking, and feature delineation, excavating, removal of vegetation, removal and disposal of miscellaneous debris and contaminated soil if applicable, grading, installation of soil and rock, relocation of utilities, installing landscaping material, fencing, seeding, and repairing of property impacts and access.

While the Grantee has a right to enter and utilize this Temporary Construction Easement for the above purposes, this shall not constitute an obligation, or special duty, on the Grantee’s part to perform any or all the above actions.

The duration of this Temporary Construction Easement shall be for a period of 24 months from the commencement of Project construction. The City shall provide the Owner notice of commencement of the Project and shall provide notice to the Owner or a responsible person on the Property prior to Grantee’s first use of the temporary construction easement at least 14 (Fourteen) days in advance. The duration, inclusive of any extension options exercised will not extend past 12/31/2028.

It is further agreed that this Temporary Construction Easement may be extended at the option of the Grantee beyond the 24-month period described in the preceding paragraph under the following terms and conditions. Each extension shall be for a three-month period, with no more than four extensions and for a total of no more than twelve months from the end of the 24-month period described in the preceding paragraph. Grantee shall compensate Grantor for each three-month extension in a lump sum amount equal to one-eighth of the total compensation paid by Grantor for the 24-month period described above (24 months ÷ 3 months = one-eighth). Grantee shall notify Grantor in writing of its exercise of Grantee’s option to extend at least 14 calendar days in advance of the expiration of the 24-month period or any extension thereof. Payment for each extension shall be made within 30 days of the time notification is given.

The Grantee agrees to hold harmless, indemnify and defend the Grantor from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the Grantee, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Grantee, its officers, agents, contractors or employees, in connection with the Grantee's activities authorized by this easement, provided, however, that:

A. The Grantee's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the Grantor; and

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

The Grantor hereby warrants that they are the owners of the above-described property and have authority to convey such easement.

Dated this ____ day of _____, 20 ____.

Grantor:

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

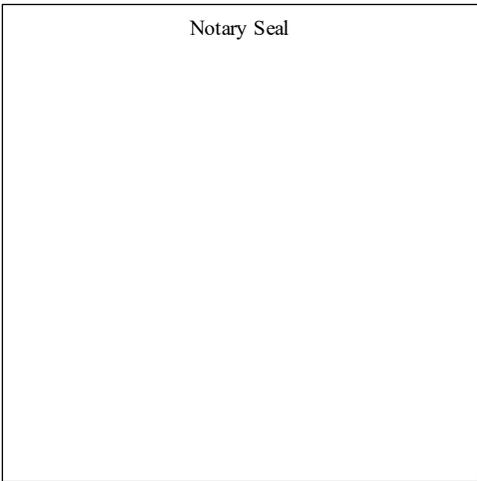
By: _____

Its: _____

STATE OF WASHINGTON)
) §
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that __he signed this instrument, on
oath stated that __he was authorized to execute this instrument and acknowledged it as _____of
_____ to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20__.



Notary: _____

Print Name: _____

Notary Public in and for the State of Washington

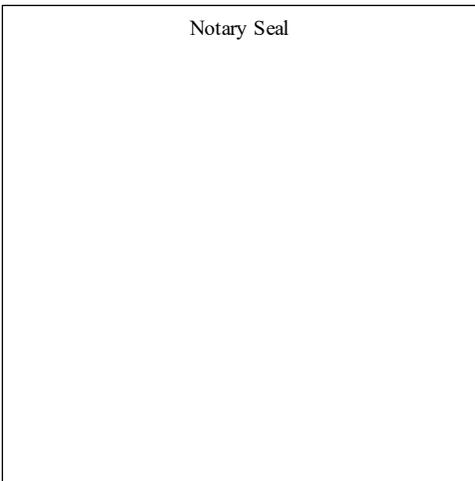
Residing in _____

My Commission Expires: _____

STATE OF WASHINGTON)
) §
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that __he signed this instrument, on
oath stated that __he was authorized to execute this instrument and acknowledged it as _____ of
_____ to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20____.



Notary: _____

Print Name: _____

Notary Public in and for the State of Washington

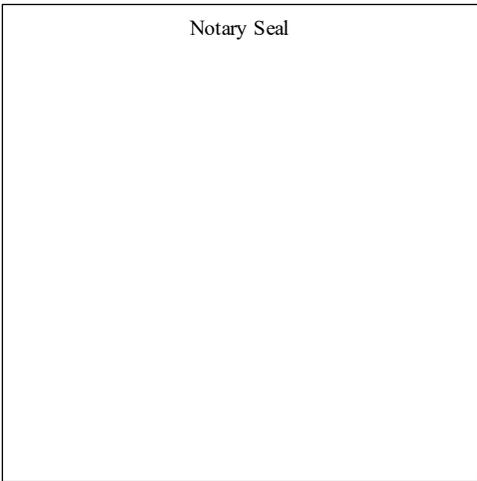
Residing in _____

My Commission Expires: _____

STATE OF WASHINGTON)
) §
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that __he signed this instrument, on
oath stated that __he was authorized to execute this instrument and acknowledged it as _____of
_____ to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20__.



Notary: _____

Print Name: _____

Notary Public in and for the State of Washington

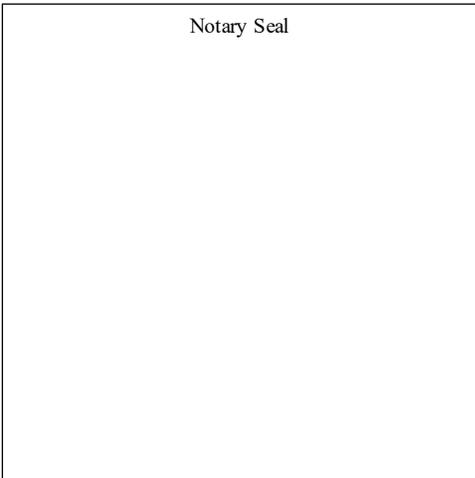
Residing in _____

My Commission Expires: _____

STATE OF WASHINGTON)
) §
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that __he signed this instrument, on
oath stated that __he was authorized to execute this instrument and acknowledged it as _____of
_____ to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20_____.



Notary: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing in _____

My Commission Expires: _____

EXHIBIT "A"
Legal Description of Temporary Construction Easement

EXHIBIT “B”
Graphic depiction of Temporary Construction Easement

**EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT**

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT PORTION THEREOF LYING WITHIN 192ND AVENUE N.E.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY;

THENCE SOUTH 1°01'56" WEST, ALONG THE WESTERLY BOUNDARY OF SAID PROPOERTY, A DISTANCE OF 331.18 FEET;

THENCE NORTH 89°09'08" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID PROPERTY, A DISTANCE OF 103.97 FEET;

THENCE NORTH 38°23'10" WEST, A DISTANCE OF 3.24 FEET;

THENCE NORTH 24°21'38" WEST, A DISTANCE OF 4.90 FEET;

THENCE NORTH 31°06'02" WEST, A DISTANCE OF 43.66 FEET;

THENCE NORTH 27°01'16" WEST, A DISTANCE OF 10.79 FEET;

THENCE NORTH 16°27'46" WEST, A DISTANCE OF 197.76 FEET;

THENCE NORTH 37°46'32" EAST, A DISTANCE OF 17.32 FEET;

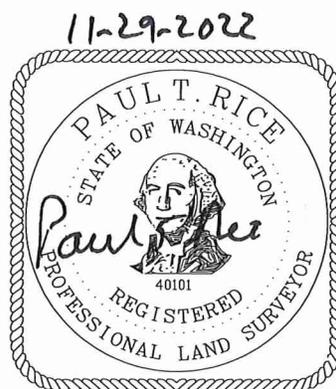
THENCE NORTH 16°05'01" WEST, A DISTANCE OF 36.69 FEET;

THENCE NORTH 0°08'25" EAST, A DISTANCE OF 26.75 FEET;

THENCE NORTH 24°32'35" WEST, A DISTANCE OF 14.04 FEET TO THE NORTHERLY BOUNDARY OF SAID PROPERTY;

THENCE SOUTH 89°17'07" EAST, ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 202.79 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 54,999 SQUARE FEET, 1.2626 ACRES OF LAND, MORE OR LESS.

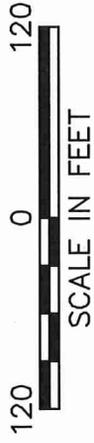




11-29-2022



192ND AVENUE NE



TEMPORARY
CONSTRUCTION
EASEMENT AREA

EAST REDMOND
PROPERTIES, LLC
PARCEL #0625069041

POINT OF
BEGINNING

PROJECT 15148.04
DATE 11/29/2022

EXHIBIT B
TEMPORARY CONSTRUCTION
EASEMENT
EAST REDMOND PROPERTIES, LLC

1"=120'



DOWL
WWW.DOWL.COM
 8410 154th Avenue NE, Suite 120
 Redmond, Washington 98052
 425-869-2670

Return Address:

City of Redmond
Finance-Real Property, MS: 3NFN
P.O. Box 97010
Redmond, WA 98073-9710

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

**EASEMENT –TEMPORARY MONITORING AND IMPROVEMENT
MAINTENANCE**

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page ___ of document

Grantor(s) Exactly as name(s) appear on document

EAST REDMOND PROPERTIES, LLC

Additional names on page_of document.

Grantee(s) Exactly as name(s) appear on document

REDMOND, CITY OF

Additional names on page_of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range)

Ptn of the SE1/4, STR 6-25-6

Additional names on page_of document.

Assessor's Property Tax Parcel/Account Number

0625069041

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

TEMPORARY CONSTRUCTION EASEMENT

EASEMENT –TEMPORARY MONITORING AND IMPROVEMENT MAINTENANCE

The GRANTOR, **EAST REDMOND PROPERTIES, LLC**, a Washington limited liability company, in consideration of mutual benefits, does hereby grant and convey to the **CITY OF REDMOND**, a State of Washington municipal corporation (hereinafter referred to as “Grantee”), its successors and its assigns, a temporary easement in, on, over, under, across and upon the land legally described as follows:

See Exhibit “A”,

and as graphically depicted on Exhibit “B”:

Except for the commencement notice required below, the Grantee, its successors, and assigns, shall have the right without prior notice or proceeding of law to enter upon above-described land at normal working hours, or at any time when determination has been made by Grantee that public health, safety or welfare is threatened, for the purpose of, but not limited to: monitoring of and maintaining plantings, replanting of native material, temporary irrigation system installation and irrigation of plantings, site access, survey, removal of vegetation, and replanting of vegetation.

The term of this Temporary Monitoring and Improvement Maintenance easement shall commence on the date of acceptance of this Temporary Monitoring and Improvement Maintenance easement by the City and shall terminate after a period of 10 (Ten) years from the completion of Project construction. During the term of the easement, it is understood and agreed that the temporary rights herein granted will be for a cumulative period not to exceed the following:

- 25 (twenty-five) non-continuous days during year 1 (one)
- 13 (thirteen) non-continuous days during years 2-4 (two through four).
- 5 (five) non-continuous days during years 5-10 (five through ten).

The City may provide the Grantor twenty-four (24) hour advance notification of the City’s intent to exercise its rights under this Temporary Easement.

The City shall provide the Owner notice of completion of the Project construction and commencement of the temporary monitoring period. Notice shall not thereafter be required for monitoring activities. Grantee shall record a notice to title of the date the Temporary Monitoring and Improvement Maintenance period commenced and the date on which the monitoring period and this easement shall terminate.

While the Grantee has a right to enter and utilize easement for the above purposes, this shall not constitute an obligation, or special duty, on the Grantee’s part to perform any or all the above actions.

The Grantee agrees to hold harmless, indemnify and defend the Grantor from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the

Grantee, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Grantee, its officers, agents, contractors or employees, in connection with the Grantee's activities authorized by this easement, provided, however, that:

A. The Grantee's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the Grantor; and

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

The Grantor hereby warrants that they are the owners of the above-described property and have authority to convey such easement.

Dated this ____ day of _____, 20 ____.

Grantor:

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

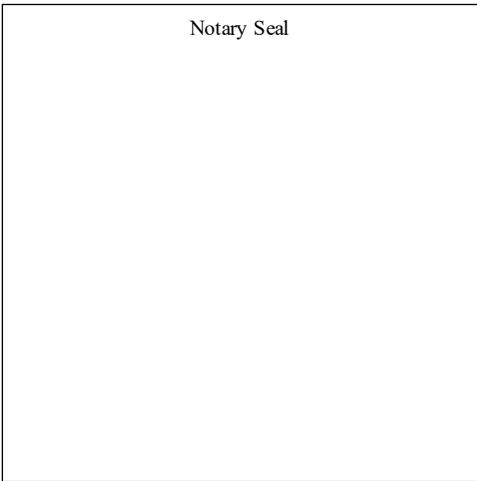
By: _____

Its: _____

STATE OF WASHINGTON)
) §
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that __he signed this instrument, on
oath stated that __he was authorized to execute this instrument and acknowledged it as _____of
_____ to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20__.



Notary: _____

Print Name: _____

Notary Public in and for the State of Washington

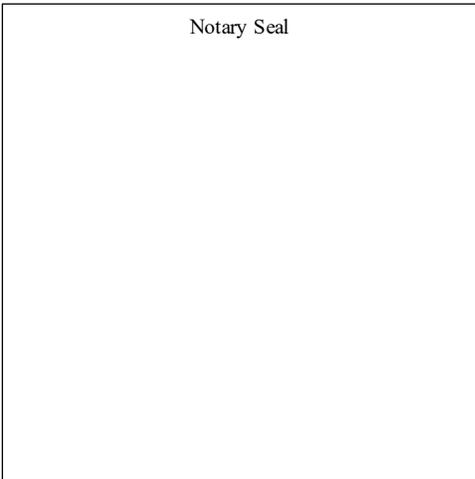
Residing in _____

My Commission Expires: _____

STATE OF WASHINGTON)
) §
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that __he signed this instrument, on
oath stated that __he was authorized to execute this instrument and acknowledged it as _____of
_____ to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20_____.



Notary: _____

Print Name: _____

Notary Public in and for the State of Washington

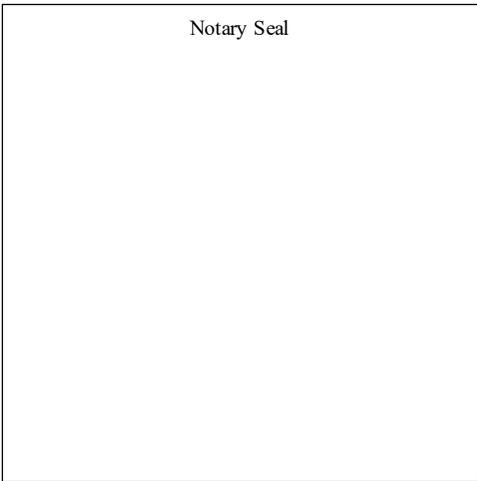
Residing in _____

My Commission Expires: _____

STATE OF WASHINGTON)
) §
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that __he signed this instrument, on
oath stated that __he was authorized to execute this instrument and acknowledged it as _____of
_____ to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20__.



Notary: _____

Print Name: _____

Notary Public in and for the State of Washington

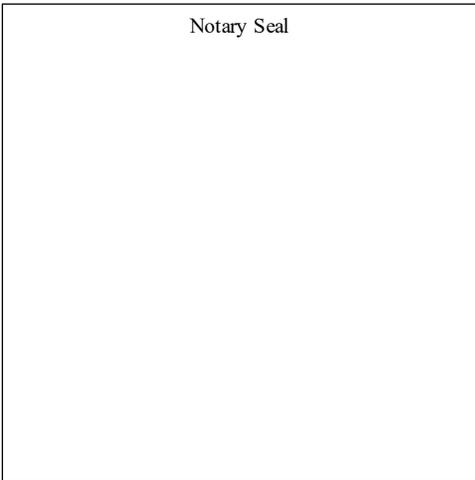
Residing in _____

My Commission Expires: _____

STATE OF WASHINGTON)
) §
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that __he signed this instrument, on
oath stated that __he was authorized to execute this instrument and acknowledged it as _____of
_____ to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20_____.



Notary: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing in _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description of

Temporary Monitoring and Improvement Maintenance Easement

EXHIBIT "B"

Graphic depiction of Temporary Construction Easement

**EXHIBIT A
TEMPORARY 10-YEAR MONITORING EASEMENT**

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT PORTION THEREOF LYING WITHIN 192ND AVENUE N.E.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TEMPORARY 10-YEAR MONITORING EASEMENT

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY;

THENCE SOUTH 1°01'56" WEST, ALONG THE WESTERLY BOUNDARY OF SAID PROPOERTY, A DISTANCE OF 331.18 FEET;

THENCE NORTH 89°09'08" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID PROPERTY, A DISTANCE OF 103.97 FEET;

THENCE NORTH 38°23'10" WEST, A DISTANCE OF 3.24 FEET;

THENCE NORTH 24°21'38" WEST, A DISTANCE OF 4.90 FEET;

THENCE NORTH 31°06'02" WEST, A DISTANCE OF 43.66 FEET;

THENCE NORTH 27°01'16" WEST, A DISTANCE OF 10.79 FEET;

THENCE NORTH 16°27'46" WEST, A DISTANCE OF 159.65 FEET;

THENCE NORTH 37°46'32" EAST, A DISTANCE OF 18.49 FEET;

THENCE NORTH 27°57'00" EAST, A DISTANCE OF 70.05 FEET;

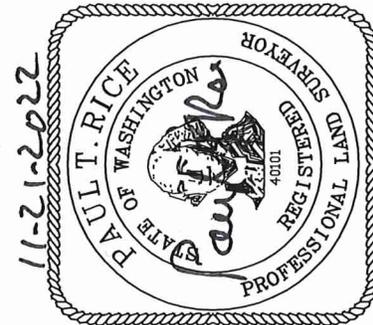
THENCE NORTH 35°32'17" EAST, A DISTANCE OF 51.61 FEET;

THENCE NORTH 44°56'27" EAST, A DISTANCE OF 7.52 FEET TO THE NORTHERLY BOUNDARY OF SAID PROPERTY;

THENCE SOUTH 89°17'07" EAST, ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 107.19 FEET TO THE POINT OF BEGINNING;

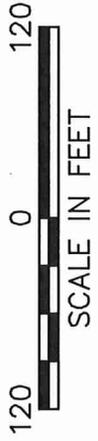
SAID EASEMENT CONTAINS 49,365 SQUARE FEET, 1.1333 ACRES OF LAND, MORE OR LESS.





1133.63' N1°25'15"E

192ND AVENUE NE



POINT OF BEGINNING

EAST REDMOND PROPERTIES, LLC
PARCEL #0625069041

TEMPORARY 10-YEAR MONITORING EASEMENT

PROJECT	15148.04
DATE	10/03/2022
1"=120'	

EXHIBIT B
TEMPORARY 10-YEAR MONITORING EASEMENT
EAST REDMOND PROPERTIES, LLC

DOWL
WWW.DOWL.COM
 8410, 154th Avenue NE, Suite 120
 Redmond, Washington 98052
 425-869-2670



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-192
Type: Consent Item

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

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

Human Resources	Liz Morley	HR Analyst
-----------------	------------	------------

TITLE:

Approval of the 2025-2027 Collective Bargaining Agreement between City of Redmond and The Washington State Council of County and City Employees, Local 21-RD (AFSCME)

- a. Ordinance No. 3198: An Ordinance of the City of Redmond, Washington, Establishing the 2025 Pay Plan for Employees Covered by the Washington State Council of County and City Employees, Local 21-RD (AFSCME) and Establishing the 2025 Pay Plan for Supplemental Employees Working in Positions Covered by the AFSCME Bargaining Unit

OVERVIEW STATEMENT:

This memo seeks approval of the 2025-2027 AFSCME Union Collective Bargaining Agreement (CBA) and the associated pay plans. This CBA has been negotiated between the City and Union using tentative agreements over the last year and has been approved by a vote of Union members. This item was brought to Council during an Executive Session on November 4, 2024.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
RCW 35A.11.020
- **Council Request:**
N/A

- **Other Key Facts:**
The current CBA expires on 12/31/2024.

OUTCOMES:

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

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The cost to implement the proposed increases to the 2025-2027 collective bargaining agreement is approximately \$1,387,000 or 11.2%, over the three-year period.

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

Budget Offer Number:

N/A

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/4/2024	Special Meeting	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

Employees under this contract are currently being paid at 2024 rates. It would be beneficial to have the 2025 pay rates established in 2024, to provide salary changes on time for the employee and to avoid retroactive pay after January 1, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

- Attachment A: Redline of 2025-2027 AFSCME Collective Bargaining Agreement
- Attachment B: Summary of Changes to 2025-2027 AFSCME CBA
- Attachment C: Ordinance Setting the 2025 Pay and Pay Plan for AFSCME Employees
- Exhibit 1: 2025 AFSCME Pay Plan "A" (effective Jan 1, 2025)
- Exhibit 2: 2025 AFSCME Supplemental Pay Plan "AF-S" (effective Jan 1, 2025)

AGREEMENT
BY AND BETWEEN
THE CITY OF REDMOND
AND
THE WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, LOCAL 21-RD (AFSCME)

January 1, ~~2025~~2022 - December 31, ~~2027~~2024

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**AGREEMENT BY AND BETWEEN THE CITY OF REDMOND AND THE
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 21-
RD (AFSCME)**

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

PREAMBLE

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

ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND MEMBERSHIP

1.1. Description of Bargaining Unit:

Pursuant to and in conformity with the Certification issued by the Public Employment Relations Commission in Case Number 0-1169, the City recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all employees in the following described bargaining unit: all regular full-time and regular part-time employees who are Parks and Public Works mechanics, maintenance workers, and maintenance technicians; but excluding department heads, assistant department heads, managers, and supervisors.

1.2. Payroll Authorization of Union Dues:

Regular monthly Union dues shall be deducted by the City from an employee's paycheck when authorized in writing by the employee on a form provided by the union. The amounts deducted shall be transferred monthly to the treasurer of the Union. Employee may revoke Employee's authorization for deduction of dues. To do so, Employee must submit a written notice to the Union in accordance with the union's form, and the Union will forward the notice to Human Resources. Every effort will be made to end the deduction effective on the first pay period after the request is received by Human Resources. The City agrees to provide the Union with a copy of the payroll deduction sheet that lists the name of each union member who has union dues deducted from his or her paycheck, the dues amount and their monthly salary.

1.3. Indemnification/Hold Harmless:

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

1.4. New Hire Orientation:

The Employer shall notify the Union of all new employees hired into the bargaining unit. In accordance with RCW 41.56.037, the Union shall be afforded 30 minutes of the newly-hired employee's regular working time for purposes of presenting information about Union membership and bargaining representation.

1.5. MOC Labor/Management Committee:

The parties agree to jointly maintain and support an MOC Labor/Management Committee with the aim of promoting communication and understanding between labor and management on issues of mutual concern; and, studying and discussing possible solutions to mutual problems affecting labor/management relations.

The Committee will have eight (8) members; four (4) appointed by the City and four (4) appointed by the Union. The Committee will meet at the request of either party to discuss issues of mutual concern. Committee members will set guidelines for the Committee's operation.

ARTICLE 2 - SUPPLEMENTAL EMPLOYEES

2.1. Supplemental Employment:

Supplemental employment is in accordance with the Personnel Manual. Non-bargaining unit employees shall not be used to replace bargaining unit members. Supplemental employees are not eligible for benefits under the CBA. The City may utilize supplemental employees as it deems appropriate during the period from February 15th through November 15th of each year. Supplemental employees are not members of the bargaining unit and have no obligation to join the union or pay union dues. Supplemental employees, as at-will employees, may be terminated at any time, for any reason, and without recourse to the grievance process. If a supplemental employee is going to exceed 1,040 hours, the City will notify the Union. If the City wants a supplemental employee to work greater than 1,040 hours in a calendar year, the City must obtain the Union's authorization prior to the supplemental employee reaching 1,040 hours.

2.2. Supplementals Operating City Equipment:

Supplemental employees will not operate City owned or rented equipment with greater than thirty-two (32) horsepower engines, with the exception of automobiles and pick-up trucks, and in the instances where a supplemental employee can satisfactorily demonstrate to their supervisor or designee qualifications for the operation of equipment which exceeds the thirty-two (32) horsepower limit.

2.3. Supplemental Pay:

Adjustments to pay plans applicable to supplemental employees will be with the aim of keeping wages of supplemental employees within eighty percent (80%) and one hundred twenty percent (120%) of the entry wage for comparable bargaining unit classifications where comparables exist.

2.4. Supplemental Use Non-Conformance:

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

The City will provide to the Union, on request by the Union, a report on the use of supplemental employees. The report will include:

- Names of supplemental employees;
- The Departments to which the supplemental employees are assigned;
- The supplemental employees' rates of pay;
- Hours worked by the supplemental employees by month, year to date, and over the previous twelve months.

2.5 Limited Duration Employees:

Limited Duration employees are considered Union members. Limited Duration employees are utilized for projects, or other work as negotiated between the Union and the City. Limited Duration employees may be utilized for employment terms anticipated to exceed six months but not exceeding two years. Additional information regarding limited duration employment may be found in the Personnel Manual. Limited Duration employees are employed at-will and are not entitled to the protections of the layoff procedure described in Article 4. The City must provide notice and an opportunity to bargain its intent to contract for the employee's services prior to entering into the contract.

ARTICLE 3 - MANAGEMENT RESPONSIBILITIES

3.1. Management Rights:

It is understood that the City retains its right to manage personnel and operate its Departments except as may be limited by an express provision of this Agreement.

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

In exercise of management rights, it is not intended that any other specific provisions of this Agreement providing a particular benefit perquisite to the covered employees shall be changed, modified, or otherwise affected without concurrence of the Union.

Specific and Exclusive Management Rights. Subject to provisions of this Agreement, the City reserves the following specific and exclusive management rights:

- (a) To recruit, hire, or promote applicants to positions within the City;
- (b) To determine the location where work is to be conducted;
- (c) To control the budgets if deemed appropriate to the City.
- (d) To establish reasonable work rules and to modify training;
- (e) To approve all employees' vacation and other leaves;
- (f) To manage and operate its departments, except as may be limited by provisions of this agreement.

Incidental Duties not Always Described. It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. It is the City's intention that other duties as assigned shall be limited to the general type of work that the employee's position normally performs.

Except as provided by this Agreement, the City recognizes its obligation to bargain regarding proposed changes in affecting wages, hours and working conditions under RCW 41.56 during the term of this Agreement.

3.2. Delivery of Services:

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the personnel, the methods, processes and means of providing municipal services, to increase, eliminate, or change municipal equipment including the introduction of any and all new, improved or automated methods or equipment and the assignment of employees to specific jobs.

3.3. Performance Standards:

The Union recognizes the City's right to establish or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees.

3.4. Performance Appraisals:

Employees shall be evaluated by their supervisors prior to completion of probation, and, thereafter supervisors shall initiate a written evaluation within thirty (30) days of the employee's pay anniversary date, unless the employee is unavailable due to vacation or disability or by mutual agreement of the employee and the supervisor.

3.5. Personnel Manual:

It is understood that a Personnel Manual has been developed by the City to administer certain provisions of this labor agreement and other labor agreements, as well as non-contractual items. The contents of the Personnel Manual are not intended to alter or replace any provision of this Agreement. In the event any portion of the Personnel Manual conflicts with any provision of this agreement, the Agreement shall control. Furthermore the Union retains the right to negotiate any revision or amendment to the Personnel Manual that affects a mandatory subject of bargaining. This section pertains to any portion of this Agreement where reference is made to the Personnel Manual. At the request of the City, the Union and City shall meet during the term of this Agreement to negotiate revisions to the Personnel Manual.

3.6. Existing Applicant Pool:

Per Personnel Manual 3.40, the City may hire from existing applicant pools. On occasion, the City gathers applications for an existing opening and then, a short time later, another opening occurs for a comparable position. For positions represented by the AFSCME bargaining unit and if within six months of the original posting:

Same Classification and Same Workgroup: The existing applicant pools may be used to fill vacancies without conducting an internal posting first.

Different Classification and/or Workgroup: If the additional opening is for a different division or classification than the original, the City must open the position internally to AFSCME members for a minimum of seven (7) calendar days prior to selecting an outside candidate from the existing applicant pool.

ARTICLE 4 - LAYOFF PROCEDURE

4.1. Layoff Procedure:

Bargaining unit seniority shall govern in all layoffs of employees covered by this Agreement with the least senior employee being laid off first. The employer may layoff out of seniority order upon presentation of evidence that the operating needs of the employer require a special experience, training, certification or skill. Whenever a junior employee is given preference over a senior employee in a layoff situation, a written statement of the reasons therefore shall be given to the senior employee and to the Union.

4.2. Bumping:

A bargaining unit member who is laid off may bump any less senior employee within the bargaining unit provided he/she has previously held the position or otherwise possesses the desirable skills, knowledge and abilities and is able to perform the work of the position with minimum training. The employee must inform the City within fifteen (15) calendar days of receipt their layoff notice if they wish to exercise their bumping rights, including (a) the classification and position into which they desire to bump, and (b) their qualifications for that classification and position.

4.3. Union Notice and Expedited Grievance Process:

Prior to initiating layoffs, the City shall provide notice to the Union stating the names and positions of employees the City proposes to layoff, and the expected effective layoff date. The City and Union shall promptly meet and confer regarding the issues raised by the City's notice. Any grievances created by a layoff in accordance with the City's notice, which are not resolved between the Union and City, shall (a) be filed within thirty (30) days of the notice, (b) be expedited by all parties, (c) commenced at no lower than Step 4 of the grievance procedure, and (d) determine the proper application of the layoff provisions of this Article.

ARTICLE 5 - PROBATIONARY PERIOD

5.1. An employee's initial ~~six (6)~~12 months of employment shall constitute a probationary period, ~~with no ability to extend the probationary period beyond 12 months.~~ ~~The probationary period for an individual employee may be extended up to an additional six (6) months upon agreement of the City and the Union.~~

An employee may be terminated by the City at any time during the probationary period without right of appeal. The employee can request to resign in lieu of probationary termination.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1. Procedure:

Any grievance which may arise on the part of an employee concerning the correct application or interpretation of this Agreement shall be handled in the following manner:

Step 1.

Within ten (10) working days after the event giving rise to the grievance, or within ten (10) working days after the employee or Union could reasonably have been expected to have knowledge of the event, the employee or Union representative shall discuss the problems with the relevant immediate supervisor/management or Human Resources representative. Both parties shall attempt to resolve the problem during this discussion. It shall be considered acceptable for such grievances to be presented in written format and submitted either physically or electronically.

Step 2.

The Union, not an individual employee, has exclusive authority to determine whether a grievance shall be escalated beyond Step 1. If the union decides that the grievance has not been satisfactorily resolved at Step 1, the Union may submit the grievance in writing to the affected employee's supervisor within five (5) working days of the initial Step 1 discussion. All grievances should be submitted on an AFSCME grievance form indicating:

- The date of the Step 1 discussion;
- A detailed statement of the facts;
- A citation to the section of the Agreement that was allegedly violated.

All documents relevant to the grievance should be attached to the grievance form. The grievance form must be signed and dated by an authorized official with the Union. The affected employee's supervisor must sign and date the grievance form to memorialize receipt by the employer. This does not exclude the Union from adding additional facts and materials throughout the grievance process as additional facts or relevant documents become known.

Within five (5) working days of receipt of the grievance, the supervisor and the Union and the affected employee shall meet and discuss the grievance in an effort to resolve it. Within five (5) working days following such meeting, the supervisor shall give the Union a written answer to the grievance.

Step 3.

If the Union decides that the grievance was not satisfactorily resolved at Step 2, the Union may advance the grievance to the Department Head within five (5) working days of receipt of the Supervisor's answer. Within ten (10) working days of receipt of the grievance, the

Department Head or his or her designee and the Union shall meet and attempt to resolve the grievance. Within five (5) working days following such meeting, the Department Head shall give the Union a written answer to the grievance.

Step 4.

If the Union decides that the grievance was not satisfactorily resolved in Step 3, the Union may submit in writing the grievance to the Mayor within five (5) working days of receipt of the Department Head's answer. The Mayor shall review the matter promptly and shall make a final decision which shall be communicated to the Union in writing within fifteen (15) working days of the receipt of the appeal notice.

Step 5. (OPTIONAL)

If the grievance is not settled satisfactorily by the Mayor, the Union and the Employer may mutually agree to submit the grievance to mediation. Within ten (10) working days the two (2) parties shall agree upon a mediator drawn from a panel of neutral mediators trained in grievance mediation. The mediator will attempt to assure that all necessary facts and considerations are revealed to him/her, but will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed. If a settlement is not reached in mediation, the grievance may be appealed to arbitration in accordance with the procedure in Step 6 below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator or any party in the process of the mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing. The cost of the mediator shall be borne equally by both parties.

Step 6.

If the Union decides that the grievance was not satisfactorily resolved at Step 4, or optional Step 5, the Union may within fifteen (15) calendar days of receipt of the answer, advance the grievance to impartial arbitration. A list of (5) arbitrators shall be requested from the Public Employment Relations Commission. The Employer and the Union shall alternately strike one (1) name from the list until the name of one (1) arbitrator remains. The selected arbitrator shall render a decision after a hearing which shall be final and binding upon the parties. The expense of the impartial arbitrator shall be paid by the loser or, if there is no clear loser, as the arbitrator orders.

6.2. Extending Time Limits:

The employee or Union and Employer may by mutual agreement extend the time limits specified in this grievance procedure.

6.3. Union Representation:

At any Step of the grievance procedure, the employee may be accompanied by a Union representative.

6.4. Waiving of Steps:

By mutual agreement, or as provided elsewhere in this Agreement, a Step in the grievance procedure may be omitted and the grievance advanced to the next higher Step.

6.5. Union Filed Grievances:

The Union may file and process a grievance on behalf of an employee or group of employees.

6.6. Cost of Representation:

Each party shall be responsible for the cost of its own representation throughout the grievance and arbitration process, and any appeal thereof, including attorney's fees.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.1.

The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement neither the Union nor the employees covered by this Agreement shall cause, engage in or sanction any work stoppage, strike, slow down or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not institute any lockout of its employees during the life of this Agreement.

ARTICLE 8 - RATES OF PAY

8.1. Wages:

The monthly rates of pay for employees covered by this Agreement shall be as set forth in the Appendix "A" which by this reference shall be incorporated herein as if set forth in full.

Job classification and compensation administration for each employee covered by this Agreement shall be established and administered in accordance with the procedural requirements of the Personnel Manual, as it may hereafter be amended or revised, when not inconsistent herewith.

8.2. Commercial Drivers License:

The City will reimburse the cost of the (CDL) Commercial Drivers License endorsement for all employees required by the City to have such a license. The City can require such a license as a condition of employment for new hires without cost to the City.

8.3. Experience Recognition Bonus:

Employees who have completed five years of work for the city will each receive a ~~\$2,400~~ 2,000 experience recognition bonus, paid annually, on the first pay period in December. This bonus is to recognize employees for the experience they have gained in their position, they would be considered fully competent in their job, and is an effort to retain their talent.

8.4. Working Out of Class (WOC):

A Regular Employee assigned temporarily to a higher paying classification (and who assumes the preponderance of the responsibilities of the higher classification, as determined by the Department Director) for a normal weekly schedule or more shall be paid a working out of class rate as follows. Weekends or other regularly scheduled days off will not disrupt the continuity of hours.

WOC for Non-Exempt Regular Status Employees. Employees who are non-exempt and working out of class in a different non-exempt position will receive five percent (5%) over the Employee's regular salary, or at the minimum salary of the higher classification, whichever is greater, retroactive to the beginning of said WOC assignment. An employee who is scheduled to perform standby duty during a non-exempt WOC assignment shall be allowed the opportunity to perform the standby shift. Standby duties will be paid at the employee's WOC rate.

WOC for Exempt Regular Status Employees. When a non-exempt employee works out of class in an exempt status position, the WOC salary adjustment will be seven percent (7%) over an Employee's regular salary, or the minimum of the higher classification, whichever is greater. In this situation the non-exempt Employee does not receive overtime pay for extra hours worked; instead, the Employee receives four (4) hours of professional leave as provided for in Article 14. Section 10 Professional Leave, for each thirty (30) consecutive calendar days worked in the exempt WOC assignment. An employee who accepts WOC in an exempt status position will not be eligible for primary or secondary standby while in WOC. The WOC employee may trade their previously scheduled primary or secondary standby duty with another employee by agreement of the employees and remain working out of class. In the event the employee elects to relinquish the

primary standby assignment, the primary standby alternate list shall be used to determine the replacement standby employee. Nothing in this section shall prevent an employee from voluntarily, temporarily stepping down from a WOC role in order to perform a previously scheduled standby shift.

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

Paid leave used during a working out-of-class assignment of less than thirty (30) days will be paid at the employee's regular salary in their primary position. Paid leave used during assignments lasting thirty (30) or more calendar days will be paid at the working out-of-class rate.

In no circumstance shall the out-of-class pay exceed the top of the range for the higher-level classification.

In most circumstances voluntary temporary assignments for training are excluded from any pay increase accruing to out-of-classification appointments.

8.5. Effective Dates:

Merit increases shall be effective on the employee's pay anniversary date as established by the Personnel Manual, as it may hereafter be amended or revised. Pay increases upon promotion or reclassification shall be effective on the effective date of the promotion or re-classification.

8.6. Tool Allowance:

It is mutually understood and agreed that the "standard of the industry" is the practice of mechanics providing their own hand tools and toolboxes and that this standard will be adhered to within the City of Redmond. Nevertheless, to provide for technological updating, general usage, and replacement of personally owned tools, each employee holding the classification of mechanic or fleet operations lead with responsibility for providing personal hand tools and toolboxes, will receive a tool allowance of \$300 per quarter. Employees who receive the tool allowance are required to submit tool replacement receipts to their supervisor throughout the year for tools that are purchased for use on the job.

ARTICLE 9 - HOLIDAYS

9.1.

The following thirteen (13) holidays shall be recognized and eligible employees shall be compensated for them as provided by the current Personnel Manual as it may be hereafter amended or revised.

<u>Holiday</u>	<u>Date to be Observed</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
One Floating Holiday	At employee's choice with supervisor approval

9.2. Holidays During Time-Off:

Whenever a holiday falls on a full-time employee's regularly scheduled day-off or during an employee's vacation period, a compensating day off with pay shall be added to the employee's earned vacation.

9.3. Floating Holiday:

Upon completion of six (6) months continuous employment, a regular employee shall be eligible for the Floating Holiday, which shall be taken at a time approved by the employee's supervisor. However, an employee who is hired after July 1 shall be entitled to one-half (1/2) a Floating Holiday upon completion of four (4) months of active employment within the calendar year. An employee who terminates employment prior to July 1 shall be entitled to one-half (1/2) day's pay as Floating Holiday compensation. An employee who terminates after June 30 shall be entitled to a full day's pay as Floating Holiday compensation. Employees hired after August are not eligible for accrual of this benefit during the year of hire.

ARTICLE 10 - VACATIONS

10.1. Vacation Schedule:

The following amount of annual paid vacation time shall be granted to eligible employees as provided by the current Personnel Manual as it may hereafter be amended or revised.

Years of Employment	Monthly Vacation Hours Earned
0-2 years	8.000 hours
3 years	8.6666 hours
4 years	9.3333 hours
5 years	10.6666 hours
7 years	11.3333 hours
9 years	12.0000 hours
11 years	12.6666 hours
13 years	13.3333 hours
15 years	14.0000 hours
17 years	14.6666 hours
20 years	15.3333 hours

10.2. Vesting:

Vacation is vested when earned. Employees may use vacation time as they earn it in accordance with applicable policies, regardless of probationary status. An employee may not borrow against unearned vacation.

Employees may accumulate vacation leave time to a maximum of 368 hours (inclusive of current year's credit). Any unused vacation time above the maximum is forfeited.

10.3. Scheduling:

Vacation time off shall be taken as provided by the Personnel Manual, as it may hereafter be amended or revised except as otherwise authorized by the Department Head. Vacations shall be scheduled by the City at times that cause minimum interference with operations but with due regard for the desires of the employees.

10.4. Payout at Retirement - PERS I:

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

10.5. Vacation Payout at Retirement - PERS II and III:

Employees who are eligible for retirement under the provisions of the PERS II or PERS III plan, AFSCME Employees shall have any and all vacation paid out at time of separation of service (pursuant to Chapter 9.20 of the Personnel Manual) deposited into that AFSCME Employee's

HRA VEBA. This is a mandatory deposit, and employees shall not have the ability to take unused vacation at time of separation as pay.

ARTICLE 11 - HEALTH AND WELFARE

11.1. Health Benefits:

The Employer will maintain and administer on a self-insured basis medical, dental, and vision benefits. Employees shall pay twenty percent (20%) of the cost of self-insurance premiums for dependent coverage. The dollar amount that equates to a twenty percent (20%) contribution is actuarially determined. Premium contributions for part-time employees shall continue to be prorated based on the City's contribution to full-time employee and dependent premiums.

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

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

For each plan year, the Employer shall retain a third party, experienced in setting rates for self-funded plans, who shall determine the appropriate and prudent rates for RedMed, to be effective for that year. The third party shall use usual and customary insurance/actuary principles and procedures to establish the rates.

Premium contributions are pro-rated for regular part-time employees as specified in Article 13, Section 1 of this Agreement.

11.2. HMO Coverage:

As alternative insurance coverage, the City will make available to employees an alternative HMO coverage. However, the cost of any other HMO coverage which exceeds the premium costs of the benefits described above shall be paid by the employee through payroll deduction.

11.3. Other Insurance:

During the term of this Agreement group Term Life Insurance coverage in the amount of Fifty Thousand (\$50,000) and Accidental Death and Dismemberment (AD&D) coverage in the amount of Fifty Thousand (\$50,000) shall remain in effect for employees in the bargaining unit with the premiums for such insurance to be paid by the City. The amount of the insurance shall be effective upon the first (1st) day of the month following the execution of this Agreement.

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

11.4. Qualified HRA (Such as VEBA or other Vehicle):

If and When the Washington State Council of County and City Employees, Local 21-RD (AFSCME) finds or develops a Health Reimbursement Account (HRA) where AFSCME is the sponsor of the plan and expressly agrees that it shall retain or delegate all legal and fiduciary responsibility for the plan and its operation on behalf of the employees covered as provided herein and it is expressly agreed that the City has no legal or fiduciary responsibility whatsoever for the plan or its operations, the City will agree to facilitate employee contributions to such a qualified Plan. The City will coordinate payroll deductions or sick leave cash-outs upon separation on behalf of the employees and make those contributions to a plan administrator. The City will not have fiscal responsibility for this program, nor will the City have legal accountability for the program.

Effective January 1, 2025, mandatory AFSCME Employee contributions shall be deducted from each AFSCME Employee's pay and deposited into that AFSCME Employee's HRA VEBA. The HRA VEBA contributions shall equal fifty dollars (\$50.00) per pay period, totaling one hundred dollars (\$100.00) per month. The amount of the payroll deduction contribution shall be increased each year on January 1, starting January 1, 2026, by \$5.00 to be applied per pay period. Payroll deduction contributions to the HRA(VEBA) will be made by the Employee and are subject to the rules and limitations contained within the Internal Revenue Code.

11.5 Workout Room and Exercise:

Employees may exercise when off work. Workout rooms are available to employees at the Redmond Community Center/Marymoor Village (RCCMV) during normal operating hours and at City Hall any time.

ARTICLE 12 - SICK LEAVE AND BEREAVEMENT LEAVE

12.1. Accrual:

Sick leave shall be earned, utilized and administered as provided in the Personnel Manual, as it may hereafter be amended or revised, except as otherwise provided herein. The basic leave credit shall be one (1) day of sick leave for each month of continuous regular employment with a maximum accumulation of one hundred twenty (120) days. Employees shall be eligible to utilize their accrued sick leave from their date of hire as a regular employee.

12.2. Retirement Bonus – PERS I:

~~Upon retirement under the provisions of PERS I, an employee will receive in one (1) lump sum payment all their accrued but unused vacation up to a maximum of two hundred forty (240) hours, and twenty five percent (25%) of their accrued but unused sick leave based on a maximum sick leave accumulation of nine hundred sixty (960) hours to the extent their twenty five percent (25%) of sick leave exceeds forty eight (48) hours. Any accrued vacation in excess of two hundred forty (240) hours and the first forty eight (48) hours of the twenty five percent (25%) sick leave payout shall be used by the employee prior to their retirement date.~~

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

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

12.23. Sick Leave Retirement Bonus – PERS II and PERS III:

~~Upon death or upon retirement under the provisions of- the Department of Retirement Services (DRS) PERS plans PERS II or PERS III, an employee (or their beneficiary) shall receive twenty-five percent (25%) of their accrued but unused sick leave benefits limited, however, to a maximum accumulation of nine hundred sixty (960) hours. The entire sick leave Retirement Bonus must be deposited into that employee’s HRA VEBA. This is a mandatory deposit, and employees shall not have the ability to take the Sick Leave and Vacation Retirement Bonus as pay.~~

~~Upon death of an employee, regardless of retirement status, 100% of the accrued but unused sick leave, up to a maximum accumulation of nine hundred sixty (960) hours, will be deposited into that employee’s HRA VEBA. This is a mandatory deposit, and the beneficiary(ies) shall not have the ability to take the Sick Leave as pay.~~

12.34. Bereavement Leave:

A regular employee shall receive up to four (4) days off with pay, upon approval of the Department Head or designee, in the event of a death or serious illness with impending death in the immediate family of the employee. “Immediate Family” shall be defined as spouse, domestic partner, child, stepchild, mother, father, stepparent, grandparent, brother, sister, mother-in-law, or father-in-law, persons living in the employee’s immediate household, and grandparents of employee’s spouse.

Any leave beyond this amount required because of travel or extenuating circumstances, or for time requested for a person other than specified in this section, may be granted in the discretion of the Supervisor, and shall be deducted from accrued annual vacation leave or compensatory time off, if any, and shall otherwise be without pay, except as provided for in Section 5. A “domestic partner” means a person who is part of a registered domestic partnership that is currently recognized as being in effect under RCW Chapter 26.60.

12.45. Sick Leave:

Regular employees will accrue and may use sick leave in accordance with the Personnel Manual. To the extent the City desires to change any provisions in the Personnel Manual relating to sick leave, the City shall provide notice to the union and an opportunity to bargain prior to implementing any change. Employees shall have a right to grieve if the Personnel Manual language is not followed.

12.56. Disability Benefit:

Refer to Human Resources’ Benefits Administrator for Short Term Disability insurance language.

12.67. Workers Compensation:

Any employee involved in an accident while on duty or involving City equipment or vehicles or suffering an injury on-the-job, must report the accident or injury to their supervisor immediately.

During time loss leave, the employee’s benefits will continue, and the employee will pay their portion of premium contributions, and the employee will continue to accrue sick leave and vacation leave. In the event the eligibility for payment under Worker’s Compensation is denied by the State, the employee may use sick leave or vacation leave to cover any time loss caused by an on-the-job injury.

Voluntary Buy Back Program:

When a regular employee suffers an on-the-job injury requiring time loss from work, they may participate in the City’s buy-back program and use their accrued but unused sick leave or their accrued vacation leave, if any, during any absence until their Worker’s Compensation claim is settled.

While on time loss leave covered by sick leave or accrued vacation leave, the employee shall endorse any State Worker’s Compensation checks to the City and deliver it to the Payroll Department. The procedure for credited sick leave or vacation leave shall be as follows:

The amount of the Worker’s Compensation award will be divided by the employee’s regular hourly rate of pay to determine the number of hours to be restored to the employee’s sick or vacation leave account. If time loss continues, the difference between the amount

paid each pay period by Worker's Compensation and the employee's normal pay rate will be made up from the employee's accrued sick leave or vacation leave.

At no time during any absence caused by a compensable injury will the employee receive more than their regular full amount of pay through any combination of State and City payments.

If the employee participates in the City's voluntary Buy Back program and the employee goes into an unpaid leave status, the employee's benefits will continue and employee will pay their portion of premium contributions, and the employee will continue to accrue sick leave and vacation leave.

Workers Compensation Leave Without Pay:

Employees who choose not to participate in the City's voluntary Buy Back program and who are unable to work because of an on-the-job injury may request a leave of absence without pay as provided in the Personnel Manual, as it may hereafter be amended or revised. No vacation, sick leave or other benefits shall accrue while an employee is on a leave of absence without pay, except that the injured worker and their dependents will remain eligible for the City health benefit plans during such leave of absence. employee will pay their portion of their healthcare premium contributions. Employees on such unpaid leave will retain their State Worker's Compensation payments.

In the event the eligibility for payment under Worker's Compensation is denied by the State, the employee may use sick leave or other available leave to cover any leave if the employee is unable to return to work, provided the employee has medical documentation supporting continued leave.

12.78. Donation to Shared Leave:

Shared Leave will be applied and administered in accordance with the Personnel Manual. AFSCME members can donate the following leaves toward Shared Leave. Donated hours will be donated into the recipient's like account (for example, RSL into RSL, vacation into vacation, etc.).

- Sick Leave – Employee may donate Regular Sick Leave (RSL) only, and RSL donor balance cannot fall below 40 hours.
- Vacation Leave – Employees may donate vacation, and vacation balance cannot fall below 40 hours.
- Floating Holiday
- Compensatory Time

Shared Leave not used by the recipient shall be returned to the donor's leave balance at its original donor value.

12.89. Sick Leave Bonus:

Sick leave bonus will be applied in accordance with the Personnel Manual.

To the extent the City desires to change any provisions in the Personnel Manual relating to the sick leave bonus, the City shall provide notice to the union and an opportunity to bargain prior to

implementing any change. Employees shall have a right to grieve if the Personnel Manual language is not followed.

ARTICLE 13 - BENEFITS FOR REGULAR PART-TIME EMPLOYEES

13.1.

Benefits for regular part-time employees will be administered as provided for in the Personnel Manual, as it may hereafter be amended or revised, and such other policies or executive orders as may be applicable. Health benefits for regular part-time employees will be prorated in the same manner as sick leave and vacation accrual set out in the Personnel Manual as amended or hereafter revised.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.1. Personnel Manual:

Except as otherwise provided for in this Article, hours of work and overtime pay shall be administered as provided in the Personnel Manual, as it may hereafter be amended or revised.

14.2. Standard Work Days:

A normal workday shall consist of eight (8) consecutive hours of work exclusive of a thirty (30) minute meal period in a twenty-four (24) hour period. The normal workweek shall consist of forty (40) hours of work over five (5) consecutive days, Monday through Friday. For FLSA and payroll purposes the standard workweek shall be Monday at 12:00 a.m. to Sunday at 11:59 p.m. Alternative work schedules outside Monday through Friday will adjust their FLSA workweek accordingly to meet the double time rate as detailed in 14.3 (below). The work schedule in effect for each work group in the bargaining unit on the date this agreement is signed shall constitute that work group's normal work-day. Alternative work schedules, such as a 4 x 10 schedule, may be worked if by mutual agreement or as provided for below.

However, upon fifteen (15) days' notice, the City shall have the right to change the schedules referred to herein, when deemed necessary to more effectively and efficiently accomplish any of its responsibilities. When a schedule change is requested by an employee and approved by his or her supervisor, the employee may waive the fifteen (15) day notice requirement.

14.2A Standard Meal Breaks

The standard meal break period is 30 minutes. Lunch in the field is considered standard practice. Employees working in the field are permitted to take lunch at any location they wish, provided the lunch location is less than 5 minutes from the assigned work location. Up to 5 minutes travel time is considered paid time. Travel time exceeding 5 minutes will be included in the 30-minute lunch period.

Crew members may not intentionally skip meal breaks or rest periods with the intent to arrive to work late, leave work early, or to accrue overtime/compensatory time, unless the employee has received prior approval from the supervisor.

If lunch is taken in the field, the meal breaks may be taken at the discretion and consensus of the crew based on the circumstances and flow of the work, normally no later than the beginning of the 5th hour of the shift. Lunch will conclude by the end of the 6th hour of the shift, unless prior approval is given by the supervisor. An example of flow of work may include delaying lunch 30 minutes to finish up a job that has a significant amount of setup involved.

There may be times when it is appropriate to stop at a restaurant or store to purchase lunch. If an employee is driving between work locations and the stop is along the way, the employee may pick up lunch. The time used to pick up lunch is included in the 30-minute lunch period. At times, employees at a work site may want to buy lunch. Travel time to a restaurant or store is considered part of the 30-minute lunch period.

When health or safety are concerns, the employee is not required to take lunch in the field. In such instances, travel time in excess of 5 minutes is permitted. Also, coordination of work activities occasionally requires employees to return to the MOC for supplies, equipment, and other work related activities. Lunch at the MOC should be coordinated with these activities when appropriate.

A paid “wash up” period of reasonable duration is provided, if necessary, prior to the lunch period. In general, the “wash up” period should not exceed five minutes.

14.2B Worked Meal Break

1. Employees must be paid for a meal period if:

- a. They are required to remain on duty during their meal period.
- b. The employer requires them to remain on-call or on the premises or worksite in the interest of the employer, even if they are not called back to duty.
- c. They are called back to work, interrupting the meal period.

This shall not apply if:

- The employee takes an unpaid and uninterrupted meal period at a different time at the employee’s discretion. The employer may require an employee to take their meal period at an alternative time so long as it begins more than 4 hours after the start of the shift and less than 7 hours after the start of the shift.

OR

- The employee leaves work early with prior mutual agreement between supervisor and employee.

2. An interrupted meal period is when an employee must stop their meal period and perform work duties due to supervisor requirement or an emergent situation. An “emergent situation” is one that cannot wait until the end of the meal period. Unless otherwise agreed upon, employees who are on their meal period are not expected to answer calls from their supervisor, other City employees, or other work-related calls. Employees who do choose to answer calls do so at their own discretion and this does not constitute an interrupted meal period. In the case that the employee does answer their phone and either supervisor requests and employee accepts, or employee becomes aware of an emergent situation that requires immediate attention and employee works during their meal period, paragraph 1 (above) would apply.

3. If work is performed that necessitates the employee to wash up before returning to the employees’ meal period, such a reasonable wash up period will not be considered as part of the meal period and shall be compensated.

14.3. Overtime/Double Time:

Non-exempt employees of the bargaining unit who are required to work more than their regularly scheduled hours in any one (1) day or more than forty (40) hours in any one (1) week shall be compensated for such overtime hours. The overtime rate shall be one and one-half (1-1/2) times the employee’s regular hourly rate of pay, except that double time (two (2) times the employees’ regular hourly rate of pay) shall be compensation for hours worked on the seventh (7th) day of an employee’s work week.

If an employee’s regular schedule is between Monday and Friday, then their seventh day shall always be Sunday for double-time rate purposes.

If the employee’s regular work schedule includes work on Saturdays or Sundays, then the seventh day of an employee’s workweek shall be the seventh day following the first of four or five consecutive scheduled days of work.

If on a 9/80 schedule where the first day of the week is their flex day (i.e., either an 8-hour day or a day off), that day will still be the first day of the week for overtime and double-time rate purposes. The following chart provides examples what day of the week will be an employee’s seventh day for double time rate purposes based on given schedules:

Example Schedule	Double Time Rate
Monday-Friday (5/8, 9/80, 4/10)	Sunday
Tuesday-Saturday (5/8)	Monday
Wednesday-Sunday	Tuesday
Thursday-Monday	Wednesday
Friday-Tuesday	Thursday
9/80 Tuesday-Saturday (Tuesday Flex)	Friday Monday
9/80 Sunday-Thursday (Thursday Flex)	Saturday

The City will pay employees for overtime work at the nearest 15 minute (quarter hour) increment of time. Thus, if an employee works *more* than 8 minutes, the employee will be paid for 15 minutes (rounding up); conversely, if an employee works less than 8 minutes, the employee will be paid for zero time (rounding down). For the purposes of this section sick leave, vacation, bereavement leave and holidays shall be considered as time worked.

In the event an overtime shift is scheduled in advance, the employee shall be compensated for a minimum of two (2) hours of pay at the appropriate overtime rate, even if the actual duration of work is less than two (2) hours. This provision shall not be applied to overtime work that is an extension of a regularly scheduled shift.

Nothing in this section shall prevent an employee and their supervisor from agreeing to work schedule adjustments in the same workweek on straight time, hour for hour basis.

All work performed on a holiday shall be paid at two (2) times the regular rate of pay. This is in addition to the regular holiday pay paid to the employee.

14.4. 24-Hour Emergency Work Schedule:

An employee who is required to change his or her regular shift start time for emergency response, such as snow and ice removal, shall receive one and one half (1 ½) times his/her regular straight time hourly rate for all hours worked outside his/her regularly scheduled hours during the emergency event. An employee whose regular shift start time does not change, but who works additional hours beyond the conclusion of his or her regularly scheduled shift, shall receive one and one half (1 ½) times the straight time hourly rate for all hours worked outside regularly scheduled hours.

In the event an employee performs emergency work on the seventh (7th) day of his or her work week, the employee shall receive two (2) times the regular straight time hourly rate for all hours worked on that day. In the event an employee performs emergency work on a holiday, the employee shall receive two (2) times the regular straight time hourly rate for all hours worked on the holiday in addition to straight time hourly rate for all hours worked in addition to straight time holiday pay the employee would otherwise receive.

If management declares an emergency that will require around the clock operations, management may allow employees who will be working a modified schedule to go home for the remainder of their previously scheduled shift or not report for their next previously scheduled shift. Employees allowed to go home/not report shall be paid at their regular straight time hourly rate for the remainder/entirety of their previously schedule shift.

Management will communicate to employees at the earliest opportunity when it has reasonable notice that an emergency or snow event is likely to occur.

Management will communicate to employees at the earliest opportunity when the emergency or snow event shifts are likely to end. When possible, management will communicate the end of emergency shifts at a shift change.

Upon completion of the declared emergency, employees on duty will complete and be paid for their twelve (12) hour emergency shift. Employees will not return to work until their next regularly scheduled shift. Additional standby or callback work, including coverage for alternative schedules on non-scheduled workdays (ie: holiday, weekend, or scheduled day off if on an alternative schedule) is allowed after a minimum 8-hour rest period.

Should the emergency be canceled in the middle of an emergency shift, notice will be provided via voicemail/text to employees who would be reporting “on duty” at the next emergency shift start time. Pay would be applied as follows:

- If it is a regularly scheduled workday, employees will report to work at their emergency shift start time, will work until the end of their normal shift, and will be paid the equivalent of their normal shift. For example, if their normal shift starts at 7:00 am and their emergency shift change is at 9:00 am, the employee would report to work at 9:00 am, work until their normal (non-emergency) shift end time, and would be paid at the regular rate for a full regular shift.

- If it is not a regularly scheduled workday, and if Management does not notify the employee prior to their arrival at the worksite, the employee will be paid for a callout.

14.5. Compensatory Time-Off:

14.5.1. Compensatory Time-Off: At no time may an employee accumulate in excess of one hundred sixty (160) hours of compensatory time in the combined compensatory banks. For non-exempt employees, there shall be no time limit for the utilization of compensatory time-off.

14.5.2. Regular Bank Compensatory Time-Allowed: Employees will have the option to select overtime pay or compensatory time for overtime work, standby times, unscheduled work, or call backs for the employee's primary division and unscheduled work or call backs for a division or department other than the employee's primary division.

In all other cases if a nonexempt employee works ~~overtime~~overtime, they will be paid overtime as provided for in Section 3, UNLESS they choose to add to their compensatory timebank in lieu of overtime pay, which will be credited at one and one-half (1-1/2) hours of compensatory time-off for each hour of overtime worked. For overtime hours worked on the seventh (7th) day of an employee's workweek, the employee receiving approved compensatory time shall be credited with two (2) hours of compensatory time-off for each hour of overtime worked.

~~No employee may accumulate in excess of one hundred sixty (160) hours of compensatory time. For non-exempt employees, there shall be no time limit for the utilization of compensatory time-off.~~

If a non-exempt employee moves into an exempt status position, either within the union or outside the union, the employee's compensatory time will be cashed out at the employee's current rate of pay and will no longer be eligible to earn compensatory time.

Requests for use of compensatory time shall be granted within a reasonable period given due consideration by the supervisor of the normal schedule of work, anticipated peak workloads, emergency requirements of staff and services, and the availability of qualified substitute staff. Requests for use of compensatory time shall not be granted if doing so will unduly disrupt operations.

Compensatory time may be cashed out at the employee's request during the year by putting the hours as Comp Paid in the timekeeping system. ~~The employee must submit a request in writing to payroll indicating the exact number of hours to be paid out.~~ Payroll will process the request and make payment on the next possible pay period.

14.5.3. Special Bank Compensatory Time: If a non-exempt employee works overtime on the Snow/Ice team, Redmond Lights, and/or Derby Days, the employee may choose to add to their Special Bank, compensatory time in lieu of overtime pay. The intent of the Special bank is to allow a method for management to allocate the cost of compensatory hours back to the department/division from which it was earned. Functionally, there is no difference to the employee between Regular Bank and Special Bank hours. At year end, the balance of the Special bank will be moved to Regular bank, up to the maximum of 160 hours.

14.5.4. Compensatory Time Not Allowed: If a non-exempt employee works planned/scheduled overtime or on an organized after-hours response team, not identified under Special Bank Compensatory time above, (such as snow/ice crew) for a division or department other than the employee's primary division-, or planned/scheduled overtime on a project assigned under the guidelines of the City's contracting policy, employee he or she will be paid overtime as provided for in Section 3 of this Article, and will not be able to charge time to compensatory time, due to budgeted fund allocations and workload impact to the employee's actual division. For example, for snow and ice crew, the Streets division employees would be able to select compensatory time, whereas a Water division employee would need to take pay.

Employees who work City-wide community events, such as Redmond Lights, Derby Days, and So Bazaar, will be paid overtime and will not be able to charge to compensatory time, due to workload impact to the employee's actual division.

14.6. Meal Tickets:

In recognition of the impact on employees of short notice for unscheduled work, the City will provide a meal allowance of Fifteen Dollars (\$15) when unscheduled work is required for four (4) or more continuous hours, and a second allowance of the same amount if the unscheduled work continues unbroken for a total of more than eight (8) hours. For the purposes of this Section, unscheduled work is any work outside an employee's scheduled work day for which the employee is provided less than four (4) hours advance notice, or any extension of a scheduled shift for which the employee is provided notice during the shift.

14.7. Standby Duty:

A. Secondary Standby Pay. Employees assigned to standby duty during their time off shall be paid ten percent (10%) of their regular straight-time hourly rate for each hour of standby. All time actually worked by a standby employee and paid at the overtime rate shall not be included as time for which standby pay is earned.

Employees assigned to standby on paid holidays specified in Article 9 shall be paid fifteen percent (15%) of their regular straight-time hourly rate for each hour of standby; and it is further provided that the fifteen percent (15%) rate shall apply for the entire weekend when the paid holiday is observed in conjunction with a weekend. The standby rate begins at the start of the standby shift before the holiday or holiday weekend. All time actually worked by a standby employee during holiday/holiday weekends will be paid at the appropriate overtime rate depending on the day - as time and a half or double time (7th day, actual holiday, and/or observed holiday). All time actually worked by a standby employee and paid at the overtime rate shall not be included as time for which standby pay is earned.

B. Primary Standby Pay. The standby duty person designated as PRIMARY STANDBY to receive the initial calls for standby response and perform other

additional standby response duties as assigned by management or a management designee, shall be paid for standby duty as in Paragraph A of this Section, except that the ten percent (10%) rate of pay described in Paragraph A shall be increased to twenty percent (20%) and the fifteen percent (15%) rate of pay described in Paragraph A of this Section shall be increased to twenty five percent (25%) for PRIMARY STANDBY DUTY.

C. Primary Standby List - Eligibility. By December 1 of each year the local Union president shall provide to the Employer a proposed weekly standby schedule for the following calendar year. In reviewing the list, the Employer shall make a good faith effort to include those employees proposed by the Union provided such employees meet the qualifications below. If there are an inadequate number of employees on the proposed list, the Employer may assign, as needed, qualified employees to standby to ensure adequate primary standby coverage. The weekly schedule will operate on a rotating basis among all eligible bargaining unit members. Eligibility requirements shall include:

- (1) Valid Washington State Driver's License.
- (2) Current Flagging Card.
- (3) Completion of one (1) year employment in a position represented by the bargaining unit by December 31 or if qualified by previous work experience, upon completion of their initial hire probationary period of six months.
- (4) Additional requirements may be added by mutual agreement between the City and Union. In the event that additional requirements are added, training opportunities will be offered fairly and equitably to all bargaining unit members prior to implementation.

The Employer shall administer the Standby Program in accordance with the above and have the authority to remove employees from the standby list for failure to exercise sound judgment or dereliction of duty.

D. Secondary Standby Management Right. The Employer shall determine the need, eligibility requirements, and schedule for secondary standby for each operations division. Secondary Standby schedules are developed by each individual Division. Typically, secondary schedules are determined using a rotating format amongst participating employees, or a similar equitable system. The City will consult with the Union regarding changes to eligibility requirements prior to change, and the Union can notify the City of their desire to negotiate the impact.

E. Short Term Secondary Standby Pay. Upon request of management, employees may volunteer to perform short term standby duty to provide additional standby personnel for a specified immediate need (i.e., additional plow drivers for an impending snowstorm). Pay for Short term standby will be the same as secondary

standby in 14.7(A). Management will make a reasonable effort to offer work fairly based upon each division's standard practice.

F. Overtime Pay for Emergency Work. Employees will be compensated at the appropriate overtime rate as defined in Article 14.3, in the following circumstances.

- (1) For all time worked by an employee at an emergency, measured in fifteen (15) minute increments, subject to the minimum callback standard as specified in Article 14.8. Standby pay does not apply for time so worked.
- (2) For time spent calling others in response to an emergency incident, measured in fifteen (15) minute increments. Standby pay does not apply for time so worked. The minimum callback standard in Article 14.8 does not apply for time so worked, unless associated with an on-site response. Time spent by employees making log entries shall be considered time worked just as time spent receiving and/or making calls is considered time worked. Additionally, employees who had been assigned to a standby shift but who then perform work are entitled to be paid at the overtime rate as specified in Article 14.3 and are permitted to aggregate time worked in any 24-hour period from midnight to midnight.

G Vehicle Usage for Standby Duty. No City vehicle will be taken home by an employee on standby duty unless authorized by a supervisor to enable adequate response to operational needs. At the conclusion of the response work, the **standby employee** may, at his or her discretion, leave their personal vehicle parked within the Operations Center security fence and take a City vehicle home for after-hour use, per City policies, until the next normal work day.

Both parties agree that section 14.7. Standby Duty may be reopened at any time to negotiate implementation of a standby practice different from that contained in this section.

14.8. Callbacks:

Employees on secondary and primary standby duty, who are called back after finishing their regular duty shift or called to report to work on their regular day off shall be paid for the time so worked at the overtime rate but shall be guaranteed three (3) hours at the overtime rate should such call back be for less than three (3) hours, unless the callout is less than one (1) hour prior to the start of their shift. Standby duty pay will continue until the employee receives a call that requires an on-site response, at which time callback pay will commence.

Additional calls and/or callbacks that occur within a (3) hour guaranteed overtime period, or while employees are still on site working a callback after the 3-hour guarantee period is over, shall be treated as a continuation of the original call. Employees will be paid until the conclusion (leave the MOC gate or job site) of the additional call(s) either as part of the guaranteed 3 hour period or actual time spent since original commencement of callback pay, whichever is greater.

Additional calls received after the initial 3-hour guaranteed overtime period will be treated as a separate callback unless the employee is still on-site working on an additional call as noted above.

Any employee not assigned to standby duty and called back after finishing their regular duty shift, or called to report on their regular day off, and the callout is more than one (1) hour before the start of their regular shift, shall be guaranteed three (3) hours at the overtime rate.

Responding to after-hours calls, notifications, or alarms, that do not require a physical response on-site, will be paid at the appropriate overtime rate for actual hours worked.

Supervisors will not be called out for emergency work until the work is refused by at least two (2) bargaining unit members or attempts to reach two (2) or more bargaining unit members have failed.

14.9. Union Business:

The City and Union recognize a shared interest in resolving issues that arise concerning administration of this labor agreement and the collective bargaining relationship as expeditiously as possible. Subject to prior approval of the Employer, Union representatives shall be allowed reasonable time off with pay to perform Union business such as, for example, attending investigatory interviews, grievance meetings, and labor-management meetings.

Union executive board meetings are not permitted to be held on City time during normal working hours nor will they be paid. Up to four (4) general Union membership meetings may be held per year during normal working hours but such meetings may not exceed sixty minutes in length. Employees are expected to use their lunch and break times to conduct such membership meetings.

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

14.10. Professional Leave:

Employees exempt from overtime compensation under the Federal Fair Labor Standards Act (FLSA) are afforded greater flexibility with regard to their work day. Further, in recognition of the additional hours worked by an FLSA exempt Employee from time to time beyond their standard workweek, at the beginning of each calendar year, exempt Employees shall automatically be credited with six (6) days (48 hours) of professional leave. Professional leave is prorated for exempt part-time employees and for exempt employees who start mid-year. Professional leave is intended to be used for occasional paid days off without reducing an Employee's accrued vacation. Use of professional leave must be approved by an individual's supervisor. Professional leave may not be used to substitute for sick leave unless all sick leave has been used. Any professional leave not used during the course of a calendar year shall be forfeited. Unused professional leave shall not be paid to an Employee upon resignation or termination.

14.11 Rest Period

Management has the discretion to send employees home and/or provide for late starts in response to specific events and circumstances, to avoid fatigue and ensure employee safety. The employee shall be paid for any early dismissal or late start hours provided by the employer, that fall within

their regular or emergency scheduled shift at the employee's regular rate of pay. Secondary standby may be reassigned, if necessary, with no reduction in standby pay. Nothing prevents employees from requesting to flex their schedule or use their own paid leave. Upon mutual agreement, Union and Management may open negotiations during the contract period to further discuss rest period.

14.12. Training and Travel:

14.12.1. Non-Exempt Employee: Section 14.12 applies to non-exempt employees.

14.12.2. Training during regular working hours: Attendance at training programs conducted during a non-exempt employee's regular working hours constitutes work and will be compensated as long as:

- The training is job related.
- Attendance is approved by the Department.
- (If necessary) Travel plan is agreed to by Supervisor/Director.

If the training is held away from the City, the employee may also be eligible for reimbursement of travel, meals, and lodging expenses under the City's per diem policies. A Travel Authorization form will need to be submitted and approved by the department Director prior to travel occurring.

Should the compensable training push an employee over 40 hours worked in a week, (or over 80 hours in two weeks for a 9/80's work schedule) the additional time would be paid as overtime. It is understood and mutually agreed upon that most training schedules will not align directly with an employee's regular work schedule during workdays. The actual start and end times of training, if different from the employee's regular schedule, should be considered a voluntary flex of their schedule. Should the compensable training shorten an employee's normally scheduled shift, it is expected that the employee should be prepared to utilize remaining on duty time to conduct available City business. Examples of such work may include (but are not limited to) email, phone calls, or any available pre-planned project work. If the employee elects to not use such time for City work, the employee may utilize paid leave for time off.

14.12.3. Training outside regular working hours: Training attended by an employee after hours or outside the employee's regular working hours is compensable as long as it meets the criteria listed above. The "default" is that attendance at approved training is compensable work time. In general, attendance at any training program intended to increase the employee's efficiency or that is required by one's supervisor is compensable. On the other hand, if an employee voluntarily attends school or other training outside regular working hours and the training is not directly related

to the employee's current job, the time will not be compensated. Training will not be compensated only if all of the following criteria are met:

- Attendance is outside normal working hours;
- Attendance is voluntary;
- The training is not job related;
- No other work is concurrently performed.

14.12.4. Travel for training during working hours: Travel to/from training during working hours is compensable as long as the above criteria is met.

14.12.5. Travel for training outside regular working hours: Travel to/from training outside working hours is compensable as long as the above criteria is met. Should the compensable travel push an employee over 40 hours worked in a week, (or over 80 hours in two weeks for a 9/80's work schedule)-the additional time would be paid as overtime. Anticipated overtime hours will need prior approval from a Supervisor/Director. In the event of the emergent need to work overtime during travel, the employee should notify an appropriate supervisor, through email, phone call, text or voice message, within 24 hours.

14.12.6. Out of Town Travel: All travel time related to work is compensable and includes any time necessary to get to an airport, train station, or other transit center necessary to complete the out-of-town travel. Because the travel itself is a duty of the work assignment, so long as the Department Director approves the means of travel, the time is compensable.

If an employee takes a City vehicle to travel to/from training, the time spent commuting from their home to City to obtain the vehicle is not compensable.

Once an employee arrives at their lodgings, the employee is no longer "on duty" and that time is not compensable.

Questions concerning whether training time is compensable in any given instance should be directed to the Human Resources Department.

ARTICLE 15 - DISCIPLINE

15.1. Cause/Immediate Discharge:

The employer may discipline or discharge an employee who is not at-will for just cause. Depending on the severity of the charge, the employer may discipline or discharge an employee immediately for just cause, and not follow the progressive discipline steps below in 15.3. If the City sees fit to skip steps in the progressive discipline process, the City shall provide the Union with a written statement that explains the reasoning for skipping steps.-

15.2. Written Notice of Unsatisfactory Work Performance:

Except as provided for in Section 15.1, above, no employee shall be ~~discharged~~disciplined as provided for in 15.3, below, -for unsatisfactory work performance unless the employee has received a written notice setting forth their deficiencies in performance and the expectations for the employee's performance moving forward. An employee will be given an opportunity to sign such notices before they are added to their personnel file. A copy of the signed notice shall be given to the ~~employee~~employee, and nothing may be added to the notice once it has been signed. Written ~~warnings~~notices of unsatisfactory work performance may remain in an employee's file no more than one (1) year, ~~provided no additional warning notices of unsatisfactory work performance have been added to the employee's file. Letters of reprimand may remain in an employee's file for up to one year and shall be removed at the employee's request if no similar events have occurred.~~

Deficiencies in employee conduct/behavior shall be addressed using the progressive discipline process in 15.3 below.

15.3. ~~Authorized Disciplinary Actions~~Progressive Discipline:

The City agrees with the principles of progressive discipline. Authorized Actions – Employees are subject to disciplinary actions which may include, but are not limited to, the following:

1. ~~Verbal~~Oral reprimand. If an employee is not meeting standards of ~~behavior~~conduct or performance, the supervisor or manager may meet with the employee to discuss the matter. The employee should be informed of the nature of the problem and the action necessary to correct it. The ~~verbal~~oral reprimand should be documented in writing and maintained in the employee's personnel file in the Human Resources Department. The documentation shall be removed from the personnel file one year after the date of the ~~verbal~~oral reprimand.
2. Written reprimand. A written reprimand is a reprimand that is documented and placed in the employee's central personnel file. A written reprimand shall be removed at the employee's request after one year if no similar events have occurred.
3. Suspension without pay. An employee suspended from City service forfeits all pay during the period of the suspension. However, the employee remains entitled to all benefits and the employee's seniority date remains unchanged. A suspension without pay shall not exceed

thirty calendar days. Suspensions imposed upon FLSA-exempt employees should be in one-week increments.

4. Demotion. A disciplinary demotion is a change to a position in a different classification with less responsible duties, lower qualifications, and a lower rate of pay, if applicable.
5. Termination.

15.4 Temporary Removal from Standby.

Management has the authority to temporarily remove Employees from standby due to documented performance issues that relate to the standby duty body of work, until such performance has been corrected. Temporary removal from standby can occur in conjunction with another other disciplinary action or can be a stand-alone disciplinary action. The action will go through the Loudermill process. If the disciplinary action is related to standby, the employee can request to Human Resources to have the Loudermill notice and actual disciplinary memos removed from their personal file at least one year later, provided no further disciplinary action has occurred for the same or similar reason during that time period. Conditions for removal of the memos will be verified by department management and the Human Resources Director or designee.

15.5. Central Personnel File:

The City shall not place any negative or corrective document in an employee's central personnel file unless expressly permitted in 15.2 or 15.3, and/or the employee has not been copied on or otherwise has not been seen by the employee.

ARTICLE 16 - SAVINGS CLAUSE

16.1.

Should any Section of this Agreement or any addendums thereto be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any provision be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby.

ARTICLE 17 - ENTIRE AGREEMENT

17.1.

The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein or additions hereto, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

ARTICLE 18 – TERM OF AGREEMENT

18.1.

This Agreement including its Appendix shall be effective January 1, ~~2025~~2022 and shall remain in effect through December 31, ~~2027~~2024.

DATED _____

CITY OF REDMOND

Angela Birney, Mayor

DATED _____

ATTEST

Cheryl Xanthos, City Clerk

DATED _____

**THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, LOCAL
21-RD (AFSCME)**

Scott Anderson, AFSCME President

Eddie Allan, AFSCME Deputy Director

APPENDIX A - WAGES

This Appendix is supplemental to the Agreement by and between the City of Redmond (“City”), and the Washington State Council of County and City Employees (“Union”).

A.1. ~~2022~~2025 SALARY:

Effective ~~retroactive to~~ January 1, ~~2022~~2025, the monthly salaries for employees covered by this Agreement shall be increased by ~~5.2%.one hundred percent (100%) of the June 2021 Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue.~~

Market Adjustment: Effective January 1, ~~2022~~2025, classification pay ranges will be increased at the percentage identified for those positions that are under market. Market adjustment will be applied prior to COLA adjustment. No increase to employee pay will occur for market range adjustments.

A.2. ~~2023~~2026 SALARY:

Effective January 1, ~~2023~~2026, the monthly salaries for employees covered by this Agreement shall be increased by one hundred percent (100%) of the ~~June~~First Half ~~2022~~2025 Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue with a 2% minimum and ~~65%~~ maximum.

A.3. ~~2024~~2027 SALARY:

Effective January 1, ~~2024~~2027, the monthly salaries for employees covered by this Agreement shall be increased by one hundred percent (100%) of the ~~June~~First Half ~~2023~~2026 Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue with a 2% minimum and 5% maximum.

A.4. Merit Pay Increases:

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

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

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

Average Overall Score	Amount of Increase
1.0 - 1.99	No increase
2.0 - 2.59	2% increase
2.6 - 3.19	3% increase
3.2 - 3.69	4% increase
3.7 - 4.00	5% increase

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

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

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

A.5. Retroactivity:

Retroactive compensation for the period before the execution of the collective bargaining agreement for that period will be paid only to individuals who either (a) are on the payroll as of the date of ratification or (b) have retired in good standing.

A.6. 2025 Regular Pay Plan

20252 PAY PLAN "A" - AFSCME									
Ordinance No. xxxx									
Washington State Council of County and City Employees - Local 21-RD Bargaining Unit (AFSCME)									
Effective January 1, 2025									
			MONTHLY			ANNUALLY			
Grade	FLSA	Position Title	Min	Mid	Max	Min	Mid	Max	
<u>A5</u>	<u>NE</u>	<u>Maintenance Aide</u>	<u>\$4,664</u>	<u>\$5,363</u>	<u>\$6,061</u>	<u>\$55,968</u>	<u>\$64,356</u>	<u>\$72,732</u>	
<u>A9A</u>	<u>NE</u>	<u>Meter Reader</u>							
<u>A8/11</u>	<u>NE</u>	<u>Maintenance Technician</u>	<u>\$5,679</u>	<u>\$7,102</u>	<u>\$8,521</u>	<u>\$68,148</u>	<u>\$85,224</u>	<u>\$102,252</u>	
<u>A10</u>	<u>NE</u>	<u>Small Equipment Auto Service Worker</u>	<u>\$6,086</u>	<u>\$7,000</u>	<u>\$7,913</u>	<u>\$73,032</u>	<u>\$84,000</u>	<u>\$94,956</u>	
<u>A17</u>	<u>NE</u>	<u>Inventory Control Specialist</u>	<u>\$6,206</u>	<u>\$7,138</u>	<u>\$8,068</u>	<u>\$74,472</u>	<u>\$85,656</u>	<u>\$96,816</u>	
<u>A18</u>	<u>NE</u>	<u>Water Quality Cross Connection Spec</u>	<u>\$7,070</u>	<u>\$8,131</u>	<u>\$9,191</u>	<u>\$84,840</u>	<u>\$97,572</u>	<u>\$110,292</u>	
<u>A19</u>	<u>NE</u>	<u>HVAC Technician</u>	<u>\$7,127</u>	<u>\$8,196</u>	<u>\$9,266</u>	<u>\$85,524</u>	<u>\$98,352</u>	<u>\$111,192</u>	
<u>A13</u>	<u>NE</u>	<u>Utility Systems Technician</u>	<u>\$7,112</u>	<u>\$8,178</u>	<u>\$9,244</u>	<u>\$85,344</u>	<u>\$98,136</u>	<u>\$110,928</u>	
<u>A20</u>	<u>NE</u>	<u>Water Quality Analyst</u>	<u>\$7,163</u>	<u>\$8,237</u>	<u>\$9,311</u>	<u>\$85,956</u>	<u>\$98,844</u>	<u>\$111,732</u>	
<u>A21</u>	<u>NE</u>	<u>Traffic Signal Technician</u>	<u>\$7,179</u>	<u>\$8,256</u>	<u>\$9,334</u>	<u>\$86,148</u>	<u>\$99,072</u>	<u>\$112,008</u>	
<u>A16</u>	<u>E</u>	<u>Source Control Administrator</u>							
<u>A14</u>	<u>NE</u>	<u>Lead Maintenance Worker</u>	<u>\$7,252</u>	<u>\$8,522</u>	<u>\$9,791</u>	<u>\$87,024</u>	<u>\$102,264</u>	<u>\$117,492</u>	
<u>A12</u>	<u>NE</u>	<u>Mechanic</u>	<u>\$7,277</u>	<u>\$9,104</u>	<u>\$9,460</u>	<u>\$87,324</u>	<u>\$109,248</u>	<u>\$113,520</u>	
<u>A22</u>	<u>NE</u>	<u>Fleet Operations Lead</u>	<u>\$7,564</u>	<u>\$8,698</u>	<u>\$9,832</u>	<u>\$90,768</u>	<u>\$104,376</u>	<u>\$117,984</u>	
<u>A15</u>	<u>NE</u>	<u>Lead Traffic Signal Technician</u>	<u>\$7,611</u>	<u>\$8,752</u>	<u>\$9,892</u>	<u>\$91,332</u>	<u>\$105,024</u>	<u>\$118,704</u>	
<u>A15</u>	<u>NE</u>	<u>ITS Network Technician</u>	<u>\$7,611</u>	<u>\$8,752</u>	<u>\$9,892</u>	<u>\$91,332</u>	<u>\$105,024</u>	<u>\$118,704</u>	

A.7. 2025 Supplemental Pay Plan

2025 PAY PLAN "AF-S" – AFSCME - SUPPLEMENTAL						
<u>Ordinance No. xxxx</u>						
<u>Washington State Council of County and City Employees - Local 21-RD Bargaining Unit (AFSCME)</u>						
<u>Effective January 1, 2025</u>						
						<u>HOURLY</u>
<u>Grade</u>	<u>FLSA</u>	<u>Position Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>	
<u>SA5</u>	<u>NE</u>	<u>Maintenance Aide</u>	<u>\$21.53</u>	<u>\$26.91</u>	<u>\$32.29</u>	
<u>SA9A</u>	<u>NE</u>	<u>Meter Reader</u>	<u>\$21.66</u>	<u>\$27.07</u>	<u>\$32.48</u>	
<u>SA8/11</u>	<u>NE</u>	<u>Maintenance Technician</u>	<u>\$26.21</u>	<u>\$32.77</u>	<u>\$39.32</u>	
<u>SA10</u>	<u>NE</u>	<u>Small Equipment Auto Service Worker</u>	<u>\$28.09</u>	<u>\$35.11</u>	<u>\$42.13</u>	
<u>SA17</u>	<u>NE</u>	<u>Inventory Control Specialist</u>	<u>\$28.64</u>	<u>\$35.80</u>	<u>\$42.96</u>	
<u>SA18</u>	<u>NE</u>	<u>Water Quality Cross Connection Spec</u>	<u>\$32.63</u>	<u>\$40.79</u>	<u>\$48.95</u>	
<u>SA19</u>	<u>NE</u>	<u>HVAC Technician</u>	<u>\$32.89</u>	<u>\$41.12</u>	<u>\$49.34</u>	
<u>SA13</u>	<u>NE</u>	<u>Utility Systems Technician</u>	<u>\$32.82</u>	<u>\$41.03</u>	<u>\$49.24</u>	
<u>SA20</u>	<u>NE</u>	<u>Water Quality Analyst</u>	<u>\$33.06</u>	<u>\$41.33</u>	<u>\$49.59</u>	
<u>SA21</u>	<u>NE</u>	<u>Traffic Signal Technician</u>	<u>\$33.13</u>	<u>\$41.42</u>	<u>\$49.70</u>	
<u>SA16</u>	<u>E</u>	<u>Source Control Administrator</u>	<u>\$28.65</u>	<u>\$35.82</u>	<u>\$42.98</u>	
<u>SA14</u>	<u>NE</u>	<u>Lead Maintenance Worker</u>	<u>\$33.47</u>	<u>\$41.84</u>	<u>\$50.21</u>	
<u>SA12</u>	<u>NE</u>	<u>Mechanic</u>	<u>\$33.59</u>	<u>\$41.99</u>	<u>\$50.38</u>	
<u>SA22</u>	<u>NE</u>	<u>Fleet Ops Lead</u>	<u>\$34.91</u>	<u>\$43.64</u>	<u>\$52.37</u>	
<u>SA15</u>	<u>NE</u>	<u>Lead Traffic Signal Technician</u>	<u>\$35.13</u>	<u>\$43.91</u>	<u>\$52.69</u>	
<u>SA15</u>	<u>NE</u>	<u>ITS Network Technician</u>	<u>\$35.13</u>	<u>\$43.91</u>	<u>\$52.69</u>	

A.8. Last Day Worked:

When an employee voluntarily resigns employment, the last day worked is considered the last day on the City's payroll, which may be extended by up to two weeks through the use of:

- Vacation and/or compensatory time upon the employee's request and the Department Director's approval, and/or
- Sick leave upon the employee's request, supported by approved medical documentation, and the Human Resources Director's approval.

A.6. 2022 Regular Pay Plan

2022 PAY PLAN "A" – AFSCME									
Ordinance No. xxxx									
Washington State Council of County and City Employees – Local 21 RD Bargaining Unit (AFSCME)									
Effective January 1, 2022									
			MONTHLY				ANNUALLY		
Grade	FLSA	Position Title	Min	Mid	Max		Min	Mid	Max
A5	NE	Maintenance Aide	\$4,002	\$4,602	\$5,201	-	\$48,024	\$55,224	\$62,412
A9A	NE	Meter Reader	\$4,692	\$5,396	\$6,099	-	\$56,304	\$64,752	\$73,188
A8/11	NE	Maintenance Technician	\$4,874	\$6,094	\$7,312	-	\$58,488	\$73,128	\$87,744
A10	NE	Small Equipment Auto Service Worker	\$5,223	\$6,007	\$6,791	-	\$62,676	\$72,084	\$81,492
A17	NE	Inventory Control Specialist	\$5,325	\$6,125	\$6,924	-	\$63,900	\$73,500	\$83,088
A18	NE	Water Quality Cross Connection Spec	\$5,908	\$6,795	\$7,681	-	\$70,896	\$81,540	\$92,172
A19	NE	HVAC Technician	\$5,943	\$6,835	\$7,726	-	\$71,316	\$82,020	\$92,712
A13	NE	Utility Systems Technician	\$6,103	\$7,018	\$7,933	-	\$73,236	\$84,216	\$95,196
A20	NE	Water Quality Analyst	\$6,147	\$7,069	\$7,991	-	\$73,764	\$84,828	\$95,892
A21	NE	Traffic Signal Technician	\$6,160	\$7,085	\$8,010	-	\$73,920	\$85,020	\$96,120
A16	E	Source Control Administrator	\$6,208	\$7,139	\$8,069	-	\$74,496	\$85,668	\$96,828
A14	NE	Lead Maintenance Worker	\$6,224	\$7,313	\$8,402	-	\$74,688	\$87,756	\$100,824
A12	NE	Mechanic	\$6,244	\$7,182	\$8,118	-	\$74,928	\$86,184	\$97,416
A22	NE	Fleet Operations Lead	\$6,491	\$7,464	\$8,438	-	\$77,892	\$89,568	\$101,256
A15	NE	Lead Traffic Signal Technician	\$6,531	\$7,510	\$8,489	-	\$78,372	\$90,120	\$101,868
A15	NE	ITS Network Technician	\$6,531	\$7,510	\$8,489	-	\$78,372	\$90,120	\$101,868

A.7. 2022 Supplemental Pay Plan

2022 PAY PLAN "AF-S" — AFSCME — SUPPLEMENTAL						
Ordinance No. xxxx						
Washington State Council of County and City Employees — Local 21-RD Bargaining Unit (AFSCME)						
Effective January 1, 2022						
HOURLY						-
Grade	FLSA	Position Title	Min	Mid	Max	-
SA5	NE	Maintenance Aide	\$18.47	\$23.09	\$27.71	
SA9A	NE	Meter Reader	\$21.66	\$27.07	\$32.48	
SA8/11	NE	Maintenance Technician	\$22.50	\$28.12	\$33.74	
SA10	NE	Small Equipment Auto Service Worker	\$24.11	\$30.14	\$36.16	
SA17	NE	Inventory Control Specialist	\$24.58	\$30.73	\$36.87	
SA18	NE	Water Quality Cross Connection Spec	\$27.27	\$34.09	\$40.90	
SA19	NE	HVAC Technician	\$27.43	\$34.29	\$41.14	
SA13	NE	Utility Systems Technician	\$28.17	\$35.21	\$42.25	
SA20	NE	Water Quality Analyst	\$28.37	\$35.47	\$42.56	
SA21	NE	Traffic Signal Technician	\$28.43	\$35.54	\$42.65	
SA16	E	Source Control Administrator	\$28.65	\$35.82	\$42.98	
SA14	NE	Lead Maintenance Worker	\$28.73	\$35.91	\$43.09	
SA12	NE	Mechanic	\$28.82	\$36.03	\$43.23	
SA22	NE	Fleet Ops Lead	\$29.96	\$37.45	\$44.94	
SA15	NE	Lead Traffic Signal Technician	\$30.14	\$37.68	\$45.21	
SA15	NE	ITS Network Technician	\$30.14	\$37.68	\$45.21	

APPENDIX B - BOOT ALLOWANCE

The City, through the Finance Department, provides an allowance for safety footwear. Appendix B provides additional benefit to AFSCME employees in relation to a boot allowance as follows:

- Footwear allowance will increase from \$200 to \$300.
- The footwear allowance will be provided on an annual basis.
- In the event that footwear becomes damaged or worn beyond reasonable use in less than a year, supervisors may authorize the purchase of replacement boots prior to the one-year threshold of use.

The remaining provisions of the related Finance documents will not be changed by this agreement.

AFSCME Contract
Change Summary for Council

Last Revision 11/1/2024

Article/Section	Proposal	Reasoning
Article 2 – Supplemental & LTD Employees	2.5 Limited Duration Employees: New section added	Clarity that LTDs are union members and agreement with on how and when LTDs can be utilized
Article 5 – Probation Period	5.1 Probationary Period: Increase probation period from six months to one year	HR has been wanting this since previous negotiations; creates consistence of probation duration; assists with employee relations issues
Article 8 – Rates of Pay	8.3 Experience Recognitions Bonus: Increase from \$2,000 to \$2,400	Retention
Article 10 – Vacation Payout at Retirement	10.5 Vacation Payout at Retirement: New section added in which retirement vacation payout must be added to the employee’s HRA VEBA	Language incorporated from MOU
Article 11 – HRA/VEBA Payroll Deductions	11.4 Qualified HRA (Such as VEBA or other Vehicle): Payroll deductions of \$50 per paycheck, with a \$5 per pay increase each year starting in 1-1-26.	Language incorporated from MOU;
Article 12— Sick Leave and Bereavement Leave	12.2 Sick Leave Retirement Bonus: <ul style="list-style-type: none"> • Sick leave payout added to HRA VEBA • Upon death only increase sick leave payout from 25% to 100%. 	Language incorporated from MOU and morale due to death
Article 14 – Hours of Work and Overtime	14.12 Training and Travel: Expense process defined	Incorporate from Finance Handbook to create clarity on how travel and training will occur
	14.5 Compensatory Overtime: Max hours between both comp banks 160, anything in special events comp will be moved to regular comp at the end of the year, if over 160 it will be auto cashed out.	Provide compensatory time for Snow/Ice, Derby Days, and /or Redmond Lights
Article 15 – Discipline	15 Discipline: Update each subsection with language clarification	How to address employee relations issues
Article 18 – Terms of Contract	18 Term of Agreement at 3 years	Contract length for 2025-2027

AFSCME Contract
Change Summary for Council

Last Revision 11/1/2024

Article/Section	Proposal	Reasoning
Appendix A Wages	A.1 – A.3 Salary adjustments: 2025 = 5.2% flat rate 2026 and 2027 = CPI-W First Half with a 2% minimum and 5% maximum	Cost of Living Adjustments
	A.6 and A.7 Regular Pay Plans - remove Meter Reader and Source Control Administrator from this union	Meter Reader body of work no longer exists; Source Control Administrator body of work moved to RCHEA
	A.8 Last Day Worked: Can use vacation (or approved sick leave) to extend separation for up to two weeks	Frees up FTE and reduces separation costs; creates clarity for HR staff to administer
Signing Bonus	<p>One-time payment in exchange for:</p> <ul style="list-style-type: none"> • Obtaining first half CPI-W instead of June to June • Eliminating the Source Control Administrator classification • Extending the probation period to 12 months (from 6 months) • Adding vacation out parameters into the CBA (not working longer than two weeks using vacation or sick) • Clarifying “performance expectations” retention in the personnel file • Adding limited duration language into the CBA (how to use LTD employees) 	<p>Gains for the City and to encourage union members to approve the new CBA.</p> <p><i>Note...this language is not added into the CBA but is an MOU because the one-time payment is specifically for voting in favor of the new CBA.</i></p>

**CITY OF REDMOND
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ESTABLISHING THE 2025 PAY PLAN FOR EMPLOYEES COVERED BY THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 21-RD (AFSCME) AND ESTABLISHING THE 2025 PAY PLAN FOR SUPPLEMENTAL EMPLOYEES WORKING IN POSITIONS COVERED BY THE AFSCME BARGAINING UNIT

WHEREAS, the City of Redmond completed labor contract negotiations with the Washington State Council of County and City Employees, Local 21-RD (AFSCME); and

WHEREAS, Pay Plan "A" was established and put into effect the negotiated salary ranges agreed to through the collective bargaining process and adopted; and

WHEREAS, the salary ranges will now be adjusted in accordance with the negotiated agreement with the AFSCME bargaining unit.

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

Section 1. Pay Plan Adopted. Effective January 1, 2025, Pay Plan "A" covering all employees in the AFSCME bargaining unit is hereby amended and the salary ranges adjusted by 5.2%, above the ranges in effect on December 31, 2024 as adopted by Ordinance No. 3100. In conjunction with the adjustment of the salary ranges, the salaries for all employees covered by the

AFSCME bargaining unit will increase across-the-board by 5.2%. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2. Pay Plan "AF-S". Effective January 1, 2025, Supplemental Pay Plan "AF-S" covering supplemental AFSCME employees is hereby adjusted to reflect pay ranges that represent 80 percent to 110 percent of the lowest pay for a comparable Regular position, as adopted by Ordinance No. 3100. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

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 take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this ____ day of _____, 2024.

CITY OF REDMOND

MAYOR ANGELA BIRNEY

ATTEST/AUTHENTICATED:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____

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



2025 PAY PLAN "A" - AFSCME

Ordinance No.
Washington State Council of County and City Employees - Local 21-RD Bargaining Unit
Effective Jan. 1, 2025

Grade	FLSA	Position Title	Monthly			Annually		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
A5	NE	Maintenance Aide	\$4,664	\$5,363	\$6,061	\$55,968	\$64,356	\$72,732
A8/11	NE	Maintenance Technician	\$5,679	\$7,102	\$8,521	\$68,148	\$85,224	\$102,252
A10	NE	Small Equipment Auto Service Worker	\$6,086	\$7,000	\$7,913	\$73,032	\$84,000	\$94,956
A17	NE	Inventory Control Specialist	\$6,206	\$7,138	\$8,068	\$74,472	\$85,656	\$96,816
A18	NE	Water Quality Cross Connection Specialist	\$7,070	\$8,131	\$9,191	\$84,840	\$97,572	\$110,292
A19	NE	HVAC Technician	\$7,127	\$8,196	\$9,266	\$85,524	\$98,352	\$111,192
A13	NE	Utility Systems Technician	\$7,112	\$8,178	\$9,244	\$85,344	\$98,136	\$110,928
A20	NE	Water Quality Analyst	\$7,163	\$8,237	\$9,311	\$85,956	\$98,844	\$111,732
A21	NE	Traffic Signal Technician	\$7,179	\$8,256	\$9,334	\$86,148	\$99,072	\$112,008
A14	NE	Lead Maintenance Worker	\$7,252	\$8,522	\$9,791	\$87,024	\$102,264	\$117,492
A12	NE	Mechanic	\$7,277	\$9,104	\$9,460	\$87,324	\$109,248	\$113,520
A22	NE	Fleet Ops Lead	\$7,564	\$8,698	\$9,832	\$90,768	\$104,376	\$117,984
A15	NE	Lead Traffic Signal Technician	\$7,611	\$8,752	\$9,892	\$91,332	\$105,024	\$118,704
A15	NE	ITS Network Technician	\$7,611	\$8,752	\$9,892	\$91,332	\$105,024	\$118,704



2025 Pay Plan "AF-S" AFSCME Supplemental

Ordinance No.

Washington State Council of County and City Employees - Local 21-RD Bargaining Unit

Effective Jan. 1, 2025

Hourly

Grade	FLSA	Position Title	Minimum	Midpoint	Maximum
SA5	NE	Maintenance Aide	\$21.53	\$26.91	\$32.29
SA8/11	NE	Maintenance Technician	\$26.21	\$32.77	\$39.32
SA10	NE	Small Equipment Auto Service Worker	\$28.09	\$35.11	\$42.13
SA17	NE	Inventory Control Specialist	\$28.64	\$35.80	\$42.96
SA18	NE	Water Quality Cross Connection Specialist	\$32.63	\$40.79	\$48.95
SA19	NE	HVAC Technician	\$32.89	\$41.12	\$49.34
SA13	NE	Utility Systems Technician	\$32.82	\$41.03	\$49.24
SA20	NE	Water Quality Analyst	\$33.06	\$41.33	\$49.59
SA21	NE	Traffic Signal Technician	\$33.13	\$41.42	\$49.70
SA14	NE	Lead Maintenance Worker	\$33.47	\$41.84	\$50.21
SA12	NE	Mechanic	\$33.59	\$41.99	\$50.38
SA22	NE	Fleet Ops Lead	\$34.91	\$43.64	\$52.37
SA15	NE	Lead Traffic Signal Technician	\$35.13	\$43.91	\$52.69
SA15	NE	ITS Network Technician	\$35.13	\$43.91	\$52.69

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



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-193
Type: Consent Item

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

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

Human Resources	Mary Grady	Senior HR Analyst
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TITLE:

Approval of the 2025 Pay Plan Updates

- a. Ordinance No. 3199: An Ordinance of the City of Redmond, Washington Amending Pay Plans "R" and "RS", in Order to Set Salaries for Employees Covered by the RCHEA Bargaining Unit for the Year 2025; Providing for Severability and Establishing an Effective Date
- b. Ordinance No. 3200: An Ordinance of the City of Redmond, Washington, Amending Pay Plan "E" in Order to Set Salaries for the Executive Employees for the Year 2025; Providing for Severability and Establishing an Effective Date
- c. Ordinance No. 3201: An Ordinance of the City of Redmond, Washington, Amending Pay Plans "N" and "N-S," in Order to Set Salaries for the Non-Represented Employees For The Year 2025; Providing For Severability And Establishing An Effective Date
- d. Ordinance No. 3202: An Ordinance of the City of Redmond, Washington, Amending Pay Plan "G-S" in Order to Set Salaries for the General Supplemental Employees for the Year 2025; Providing for Severability and Establishing an Effective Date
- e. Ordinance No. 3203: An Ordinance of the City of Redmond, Washington, Amending Pay Plan "EO" in Order to Set Salaries for the Mayor for the Year 2025; Providing for Severability and Establishing an Effective Date
- f. Ordinance No. 3204: An Ordinance of the City of Redmond, Washington Amending the 2025 "T" Pay Plan for Employees Represented by the Teamsters Local No. 117 Representing Police Lieutenants and Amending Title to "LT"
- g. Ordinance No. 3205: An Ordinance of the City of Redmond, Washington, Amending Pay Plans "PS" and "S-PS," in Order to Set Salaries for Police Support Employees Covered by the Teamsters Local Union No. 117 Bargaining

Unit for the Year 2025; Providing for Severability and Establishing an Effective Date

- h. Ordinance No. 3206: An Ordinance of the City of Redmond, Washington, Amending Pay Plan “FS” in Order to Set Salaries for Employees Covered by the Fire Support Bargaining Unit for the Year 2025; Providing for Severability and Establishing an Effective Date

OVERVIEW STATEMENT:

Due to the 2025 Cost of Living Adjustments (COLA), several new classifications being established, and title and salary changes, the following salaries and Pay Plans are being updated: RCHEA Regular (“R”), RCHEA Supplemental (“RS”), and General Supplemental (“G-S”); Elected Official (“EO”); Non-represented Executive (“E”), Non-represented regular (“N”), Non-represented Supplemental (“N-S”) Police Lieutenants (“LT”); Police Support Regular (“PS”) and Police Support Supplemental (“S-PS”); and Fire Support (“FS”). New classifications of Lead Systems Analyst, Grant Writer, City Attorney, Deputy City Attorney, Community Health Manager, Construction Manager, Executive Department Manager, Executive Department Supervisor, and Grant Supervisor are being requested. In addition, select titles and salaries have been removed or changed. Details of the changes are listed under the “Outcomes” section.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
City Council is required to authorize salary and/or classification changes to Pay Plans, in accordance with the City of Redmond Personnel Manual Section 7.10. City Council is required to authorize benefit changes to the Personnel Manual, in accordance with the City of Redmond Personnel Manual Section 1.40.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Approval by City Council is being sought for the following Pay Plan changes:

RCHEA. In accordance with RCHEA’s CBA that was negotiated with the union and approved by City Council in 2022, the 2025 COLA for RCHEA “R” and “R-S” Pay Plans are provided following the RCHEA percentage of 4.2%, based on first half 2024 CPI-W, with a minimum of 2% and a maximum of 5%. An additional change to the “R” and “RS” Pay Plans includes adding new classifications titled Lead Systems Analyst and Grant Writer.

Non-Represented. Changes to non-represented “E,” “N,” “N-S,” and “G-S” Pay Plans are provided a 2025 COLA increase of 4.2%, based on first half 2024 CPI-W, with a minimum of 2% and a maximum of 5%. The increases are to ensure those salary ranges remain within market. Changes to the “EO” Pay Plan include a salary increase for the Mayor. Additional changes to the “E” Pay Plan include adding new classifications titled City Attorney and Deputy City Attorney. The Fire Chief, Police Chief, Deputy Fire Chief, and Deputy Police Chief titles have been moved to new salary grades, and due to this change, salary grades were renumbered on the “E” Pay Plan. Additional changes to the “N” and “N-S” Pay Plans include adding new classifications titled Community Health Manager, Grant Supervisor, Executive Department Manager, Executive Department Supervisor, and Construction Manager in addition to adding back the Police Support Services Supervisor which was removed in 2022. The Communications and Marketing Manager and the Communications and Marketing Supervisor classifications have been removed. The Dispatch Manager title has been changed to Public Safety Communications Manager on the “N” and “N-S” Pay Plans.

Police Lieutenants. In accordance with the Police Lieutenant CBA that was negotiated with the union and approved by City Council in 2022, the 2025 COLA for the “LT” Pay Plan will be 4.2%, based on first half 2024 CPI-W, with a minimum of 2% and a maximum of 5%. The “T” Pay Plan title has been updated to “LT”.

Police Support. In accordance with the Police Support CBA that was negotiated with the unions and approved by City Council in 2022, the 2025 COLA for “PS,” and “S-PS” Pay Plans will be 4.2%, based on first half 2024 CPI-W, with a minimum of 2% and a maximum of 5%. In addition, the Communications Dispatcher title is now Public Safety Telecommunicator, and the Lead Communications Dispatcher title is now Lead Public Safety Telecommunicator.

Fire Support. In accordance with Fire Support’s CBA that was negotiated with the union and approved by City Council in 2023, the 2025 COLA for Fire Support’s “FS” Pay Plan will be 3.6%, based on June 2024 CPI-W, with a minimum of 2% and a maximum of 5%.

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:

Finance included COLAs and salary adjustments in the 2025-2026 Budget documentation that was presented to Council. This means effective January 1, 2025, salary adjustments are budgeted for and can be provided to employees in the Pay Plans listed above.

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

Budget Offer Number:

N/A

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
11/12/2024	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Implementation of wage and salary range changes is targeted for January 1, 2025. Approval in 2024 will allow HR and Payroll staff time to complete the required communicating, processing, and implementing of the changes without the need for retroactive pay.

ANTICIPATED RESULT IF NOT APPROVED:

If not immediately approved or approval is substantially delayed, the result will be calculating retroactive pay, which could result in payroll processing errors due to the complexity of retro-calculations to January 1, 2025. If not approved at all, then there will be no Pay Plan changes/COLA adjustments, resulting in the union groups filing multiple unfair labor practices (ULPs) against the City for failure to negotiate changes in working conditions (pay) to their CBAs, overall loss of market wage competitiveness, and a potential impact to employee retention, especially for non-represented employees. Annual Pay Plan updates must be implemented in accordance with the union CBAs that have previously been negotiated with the unions and approved by City Council. Any delays to implementation must be negotiated with the unions prior to the change being effective, with non-represented employees being treated similarly.

ATTACHMENTS:

Attachment A: Proposed Salary Ordinance for RCHEA and RCHEA Supplemental Pay Plans

Exhibit 1: 2025 RCHEA Pay Plan "R"
Exhibit 2: 2025 RCHEA Pay Plan "RS"

Attachment B: Proposed Salary Ordinance for Executive Pay Plan
Exhibit 1: 2025 Executive Pay Plan "E"

Attachment C: Proposed Salary Ordinance for Non-Represented and Non-Represented Supplemental Pay Plans
Exhibit 1: 2025 Non-Represented Pay Plan "N"
Exhibit 2: 2025 Non-Represented Supplemental Pay Plan "N-S"

Attachment D: Proposed Salary Ordinance for General Supplemental Pay Plan
Exhibit 1: 2025 General Supplemental Pay Plan "G-S"

Attachment E: Proposed Salary Ordinance for Elected Official Pay Plan
Exhibit 1: 2025 Executive Pay Plan "EO"

Attachment F: Proposed Salary Ordinance for Police Lieutenants Pay Plan
Exhibit 1: 2025 Police Lieutenants Pay Plan "LT"

Attachment G: Proposed Salary Ordinance for Police Support and Supplemental Police Support Pay Plans
Exhibit 1: 2025 Police Support Pay Plan "PS"
Exhibit 2: 2025 Supplemental Police Support Pay Plan "S-PS"

Attachment H: Proposed Salary Ordinance for Fire Support Pay Plan
Exhibit 1: 2025 Fire Support Pay Plan "FS"

NON-CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON AMENDING PAY PLANS "R" AND "RS", IN ORDER TO SET SALARIES FOR EMPLOYEES COVERED BY THE RCHEA BARGAINING UNIT FOR THE YEAR 2025; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Pay Plan "R" and the Supplemental Pay Plan "RS" were established and put into effect as agreed to through the collective bargaining process; and

WHEREAS, the latest salary ranges will now be adjusted and salaries increased in accordance with the RCHEA collective bargaining agreement.

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

Section 1. Pay Plan "R" Amended. Effective January 1, 2025, Pay Plan "R" covering employees represented by the Redmond City Hall Employees Association (RCHEA) is hereby amended and the salary ranges increased 4.2 percent above the ranges in effect on December 31, 2024, as adopted by Ordinance No. 3139. In conjunction with the adjustment of the salary ranges, the salaries of employees covered by the "R" pay plan will be increased across-the-board 4.2

percent. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2. Pay Plan "RS" Amended. Effective January 1, 2025, the salary ranges in Pay Plan "RS," the RCHEA Supplemental Pay Plan, are adjusted to increase the salary ranges 4.2 percent, to within eighty percent (80%) and one-hundred ten percent (110%) of the salary range minimum for the comparable classifications in Pay Plan "R," above the ranges in effect on December 31, 2024, as adopted by Ordinance No. 3139. In conjunction with the adjustment of the salary ranges, the salaries of employees "RS" pay plan will be increased across-the-board 4.2 percent. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

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 take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper or as otherwise provided by law.

ADOPTED by the Redmond City Council this _____ day of
December, 2024.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM

DANIEL P. KENNY CITY ATTORNEY

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



2025 Pay Plan "R" - RCHEA Employees

Ordinance No.
Effective January 1, 2025

By Salary Band

Band/ Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
R85			\$10,509	\$12,348	\$14,186	\$126,108	\$148,176	\$170,232
	E	Senior Infrastructure Systems Engineer						
	E	Transportation Strategic Advisor						
R80			\$10,028	\$11,783	\$13,538	\$120,336	\$141,396	\$162,456
	E	Engineer - Senior						
	E	Programmer Analyst - Senior						
	E	Lead Systems Analyst (new)						
R75			\$9,443	\$11,095	\$12,747	\$113,316	\$133,140	\$152,964
	E	Infrastructure Systems Engineer						
	E	Senior Systems Analyst						
	E	Technology Project Manager						
R70			\$9,126	\$10,723	\$12,320	\$109,512	\$128,676	\$147,840
	E	Business Systems Analyst Sr - ERP						
	E	Business Systems Analyst Sr - HRIS						
	E	Engineer						
	E	Environmental Scientist - Senior						
	E	Planner - Principal						
	E	Security and Compliance Analyst						
R65			\$8,590	\$10,093	\$11,596	\$103,080	\$121,116	\$139,152
	E	Planner - Senior						
R60			\$8,364	\$9,828	\$11,292	\$100,368	\$117,936	\$135,504
	E	Business Systems Analyst - ERP						
	E	Business Systems Analyst - HRIS						
	E	Communications & Marketing Project Administrator						
	E	Infrastructure Systems Analyst						
R55			\$7,991	\$9,390	\$10,789	\$95,892	\$112,680	\$129,468
	NE	Building Inspector - Senior						
	E	Business Analyst						
	NE	Construction Inspector - Lead						
	E	Environmental Scientist						
	NE	GIS Analyst - Senior						
	E	Program Administrator						
	E	Programmer Analyst						
R50			\$7,519	\$8,835	\$10,151	\$90,228	\$106,020	\$121,812
	E	Accountant - Senior						
	NE	Building Inspector						
	NE	Construction Inspector						
	NE	Engineer - Associate						
	NE	Engineering Technician - Senior						
	NE	Plans Examiner						
	E	Purchasing Agent - Senior						
	E	Planner						
	E	Technical Systems Coordinator						



2025 Pay Plan "R" - RCHEA Employees

Ordinance No.
Effective January 1, 2025

By Salary Band

Band/ Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
R45			\$7,192	\$8,450	\$9,708	\$86,304	\$101,400	\$116,496
	E	Capital & Grant Analyst						
	NE	Code Enforcement Officer						
	E	Financial Analyst						
	NE	GIS Analyst						
	E	Management Analyst						
	NE	Stormwater Inspector						
R40			\$6,963	\$8,182	\$9,400	\$83,556	\$98,184	\$112,800
	E	Accountant						
	NE	Communications & Marketing Specialist						
	NE	Deputy City Clerk						
	NE	Program Coordinator						
	NE	Records Analyst						
R35			\$6,696	\$7,868	\$9,039	\$80,352	\$94,416	\$108,468
	NE	Business Application Specialist						
	NE	Department Administrative Coordinator						
	NE	Planner - Assistant						
	NE	Paralegal						
	NE	Systems Support Specialist						
	NE	Grant Writer (new)						
R30			\$6,273	\$7,371	\$8,468	\$75,276	\$88,452	\$101,616
	NE	Building Inspector Technician						
	NE	Engineering Technician						
	NE	Graphics Designer						
	NE	GIS Data Technician						
	NE	Purchasing Agent						
R25			\$5,920	\$6,955	\$7,990	\$71,040	\$83,460	\$95,880
	NE	Administrative Specialist						
	NE	Accounting Specialist - Senior						
	NE	Legal Assistant						
	NE	Permit Technician						
R20			\$5,629	\$6,614	\$7,599	\$67,548	\$79,368	\$91,188
	NE	Administrative Assistant						
	NE	Engineering Technician - Associate						
	NE	Program Assistant						
R15			\$5,380	\$6,322	\$7,264	\$64,560	\$75,864	\$87,168
	NE	Accounting Specialist						
R10			\$4,671	\$5,489	\$6,306	\$56,052	\$65,868	\$75,672
	NE	Accounting Specialist - Associate						
R05			\$4,100	\$4,818	\$5,535	\$49,200	\$57,816	\$66,420
	NE	Program Aide						



2025 Pay Plan "R" - RCHEA Employees

Ordinance No.
Effective January 1, 2025

By Classification

Band/ Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
R40	E	Accountant	\$6,963	\$8,182	\$9,400	\$83,556	\$98,184	\$112,800
R50	E	Accountant - Senior	\$7,519	\$8,835	\$10,151	\$90,228	\$106,020	\$121,812
R15	NE	Accounting Specialist	\$5,380	\$6,322	\$7,264	\$64,560	\$75,864	\$87,168
R10	NE	Accounting Specialist - Associate	\$4,671	\$5,489	\$6,306	\$56,052	\$65,868	\$75,672
R25	NE	Accounting Specialist - Senior	\$5,920	\$6,955	\$7,990	\$71,040	\$83,460	\$95,880
R20	NE	Administrative Assistant	\$5,629	\$6,614	\$7,599	\$67,548	\$79,368	\$91,188
R25	NE	Administrative Specialist	\$5,920	\$6,955	\$7,990	\$71,040	\$83,460	\$95,880
R50	NE	Building Inspector	\$7,519	\$8,835	\$10,151	\$90,228	\$106,020	\$121,812
R55	NE	Building Inspector - Senior	\$7,991	\$9,390	\$10,789	\$95,892	\$112,680	\$129,468
R30	NE	Building Inspector Technician	\$6,273	\$7,371	\$8,468	\$75,276	\$88,452	\$101,616
R55	E	Business Analyst	\$7,991	\$9,390	\$10,789	\$95,892	\$112,680	\$129,468
R35	NE	Business Application Specialist	\$6,696	\$7,868	\$9,039	\$80,352	\$94,416	\$108,468
R60	E	Business Systems Analyst - ERP	\$8,364	\$9,828	\$11,292	\$100,368	\$117,936	\$135,504
R60	E	Business Systems Analyst - HRIS	\$8,364	\$9,828	\$11,292	\$100,368	\$117,936	\$135,504
R70	E	Business Systems Analyst Sr - ERP	\$9,126	\$10,723	\$12,320	\$109,512	\$128,676	\$147,840
R70	E	Business Systems Analyst Sr - HRIS	\$9,126	\$10,723	\$12,320	\$109,512	\$128,676	\$147,840
R45	E	Capital & Grant Analyst	\$7,192	\$8,450	\$9,708	\$86,304	\$101,400	\$116,496
R45	NE	Code Enforcement Officer	\$7,192	\$8,450	\$9,708	\$86,304	\$101,400	\$116,496
R60	E	Communications & Marketing Project Administrator	\$8,364	\$9,828	\$11,292	\$100,368	\$117,936	\$135,504
R40	NE	Communications & Marketing Specialist	\$6,963	\$8,182	\$9,400	\$83,556	\$98,184	\$112,800
R50	NE	Construction Inspector	\$7,519	\$8,835	\$10,151	\$90,228	\$106,020	\$121,812
R55	NE	Construction Inspector - Lead	\$7,991	\$9,390	\$10,789	\$95,892	\$112,680	\$129,468
R35	NE	Department Administrative Coordinator	\$6,696	\$7,868	\$9,039	\$80,352	\$94,416	\$108,468
R40	NE	Deputy City Clerk	\$6,963	\$8,182	\$9,400	\$83,556	\$98,184	\$112,800
R70	E	Engineer	\$9,126	\$10,723	\$12,320	\$109,512	\$128,676	\$147,840
R50	NE	Engineer - Associate	\$7,519	\$8,835	\$10,151	\$90,228	\$106,020	\$121,812
R80	E	Engineer - Senior	\$10,028	\$11,783	\$13,538	\$120,336	\$141,396	\$162,456
R30	NE	Engineering Technician	\$6,273	\$7,371	\$8,468	\$75,276	\$88,452	\$101,616
R20	NE	Engineering Technician - Associate	\$5,629	\$6,614	\$7,599	\$67,548	\$79,368	\$91,188
R50	NE	Engineering Technician - Senior	\$7,519	\$8,835	\$10,151	\$90,228	\$106,020	\$121,812
R55	E	Environmental Scientist	\$7,991	\$9,390	\$10,789	\$95,892	\$112,680	\$129,468
R70	E	Environmental Scientist - Senior	\$9,126	\$10,723	\$12,320	\$109,512	\$128,676	\$147,840
R45	E	Financial Analyst	\$7,192	\$8,450	\$9,708	\$86,304	\$101,400	\$116,496
R45	NE	GIS Analyst	\$7,192	\$8,450	\$9,708	\$86,304	\$101,400	\$116,496
R55	NE	GIS Analyst - Senior	\$7,991	\$9,390	\$10,789	\$95,892	\$112,680	\$129,468
R30	NE	GIS Data Technician	\$6,273	\$7,371	\$8,468	\$75,276	\$88,452	\$101,616
R30	NE	Graphics Designer	\$6,273	\$7,371	\$8,468	\$75,276	\$88,452	\$101,616
R35	NE	Grant Writer (new)	\$6,696	\$7,868	\$9,039	\$80,352	\$94,416	\$108,468
R60	E	Infrastructure Systems Analyst	\$8,364	\$9,828	\$11,292	\$100,368	\$117,936	\$135,504
R75	E	Infrastructure Systems Engineer	\$9,443	\$11,095	\$12,747	\$113,316	\$133,140	\$152,964
R80	E	Lead Systems Analyst (new)	\$10,028	\$11,783	\$13,538	\$120,336	\$141,396	\$162,456
R25	NE	Legal Assistant	\$5,920	\$6,955	\$7,990	\$71,040	\$83,460	\$95,880
R45	E	Management Analyst	\$7,192	\$8,450	\$9,708	\$86,304	\$101,400	\$116,496



2025 Pay Plan "R" - RCHEA Employees

Ordinance No.
Effective January 1, 2025

By Classification

Band/ Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
R35	NE	Paralegal	\$6,696	\$7,868	\$9,039	\$80,352	\$94,416	\$108,468
R25	NE	Permit Technician	\$5,920	\$6,955	\$7,990	\$71,040	\$83,460	\$95,880
R50	E	Planner	\$7,519	\$8,835	\$10,151	\$90,228	\$106,020	\$121,812
R35	NE	Planner - Assistant	\$6,696	\$7,868	\$9,039	\$80,352	\$94,416	\$108,468
R70	E	Planner - Principal	\$9,126	\$10,723	\$12,320	\$109,512	\$128,676	\$147,840
R65	E	Planner - Senior	\$8,590	\$10,093	\$11,596	\$103,080	\$121,116	\$139,152
R50	NE	Plans Examiner	\$7,519	\$8,835	\$10,151	\$90,228	\$106,020	\$121,812
R55	E	Program Administrator	\$7,991	\$9,390	\$10,789	\$95,892	\$112,680	\$129,468
R05	NE	Program Aide	\$4,100	\$4,818	\$5,535	\$49,200	\$57,816	\$66,420
R20	NE	Program Assistant	\$5,629	\$6,614	\$7,599	\$67,548	\$79,368	\$91,188
R40	NE	Program Coordinator	\$6,963	\$8,182	\$9,400	\$83,556	\$98,184	\$112,800
R55	E	Programmer Analyst	\$7,991	\$9,390	\$10,789	\$95,892	\$112,680	\$129,468
R80	E	Programmer Analyst - Senior	\$10,028	\$11,783	\$13,538	\$120,336	\$141,396	\$162,456
R30	NE	Purchasing Agent	\$6,273	\$7,371	\$8,468	\$75,276	\$88,452	\$101,616
R50	E	Purchasing Agent - Senior	\$7,519	\$8,835	\$10,151	\$90,228	\$106,020	\$121,812
R40	NE	Records Analyst	\$6,963	\$8,182	\$9,400	\$83,556	\$98,184	\$112,800
R70	E	Security and Compliance Analyst	\$9,126	\$10,723	\$12,320	\$109,512	\$128,676	\$147,840
R85	E	Senior Infrastructure Systems Engineer	\$10,509	\$12,348	\$14,186	\$126,108	\$148,176	\$170,232
R75	E	Senior Systems Analyst	\$9,443	\$11,095	\$12,747	\$113,316	\$133,140	\$152,964
R45	NE	Stormwater Inspector	\$7,192	\$8,450	\$9,708	\$86,304	\$101,400	\$116,496
R35	NE	Systems Support Specialist	\$6,696	\$7,868	\$9,039	\$80,352	\$94,416	\$108,468
R50	E	Technical Systems Coordinator	\$7,519	\$8,835	\$10,151	\$90,228	\$106,020	\$121,812
R75	E	Technology Project Manager	\$9,443	\$11,095	\$12,747	\$113,316	\$133,140	\$152,964
R85	E	Transportation Strategic Advisor	\$10,509	\$12,348	\$14,186	\$126,108	\$148,176	\$170,232



2025 Pay Plan "R-S" - RCHEA Supplemental Employees

Ordinance No.
Effective January 1, 2025

By Salary Band

Band/ Grade	FLSA	Classification	Hourly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
SR85			\$49	\$58	\$67	\$126,108	\$148,176	\$170,232
	NE*	Senior Infrastructure Systems Engineer						
	NE*	Transportation Strategic Advisor						
SR80			\$46	\$55	\$64	\$120,336	\$141,396	\$162,456
	NE*	Engineer - Senior						
	NE*	Programmer Analyst - Senior						
	NE*	Lead Systems Analyst (new)						
SR75			\$44	\$52	\$60	\$113,316	\$133,140	\$152,964
	NE*	Infrastructure Systems Engineer						
	NE*	Senior Systems Analyst						
	NE*	Technology Project Manager						
SR70			\$42	\$50	\$58	\$109,512	\$128,676	\$147,840
	NE*	Business Systems Analyst Sr - ERP						
	NE*	Business Systems Analyst Sr - HRIS						
	NE*	Engineer						
	NE*	Environmental Scientist - Senior						
	NE*	Planner - Principal						
	NE*	Security and Compliance Analyst						
SR65			\$40	\$47	\$55	\$103,080	\$121,116	\$139,152
	NE*	Planner - Senior						
SR60			\$39	\$46	\$53	\$100,368	\$117,936	\$135,504
	NE*	Business Systems Analyst - ERP						
	NE*	Business Systems Analyst - HRIS						
	NE*	Communications & Marketing Project Administrator						
	NE*	Infrastructure Systems Analyst						
SR55			\$37	\$44	\$51	\$95,892	\$112,680	\$129,468
	NE	Building Inspector - Senior						
	NE*	Business Analyst						
	NE	Construction Inspector - Lead						
	NE*	Environmental Scientist						
	NE	GIS Analyst - Senior						
	NE*	Program Administrator						
	NE*	Programmer Analyst						
SR50			\$35	\$41	\$48	\$90,228	\$106,020	\$121,812
	NE*	Accountant - Senior						
	NE	Building Inspector						
	NE	Construction Inspector						
	NE	Engineer - Associate						
	NE	Engineering Technician - Senior						
	NE	Plans Examiner						
	NE*	Purchasing Agent - Senior						
	NE*	Planner						
	NE*	Technical Systems Coordinator						

2025 Pay Plan "R-S" - RCHEA Supplemental Employees

Ordinance No.
Effective January 1, 2025

By Salary Band

Band/ Grade	FLSA	Classification	Hourly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
SR45			\$33	\$39	\$46	\$86,304	\$101,400	\$116,496
	NE*	Capital & Grant Analyst						
	NE	Code Enforcement Officer						
	NE*	Financial Analyst						
	NE	GIS Analyst						
	NE*	Management Analyst						
	NE	Stormwater Inspector						
SR40			\$32	\$38	\$44	\$83,556	\$98,184	\$112,800
	NE*	Accountant						
	NE	Communications & Marketing Specialist						
	NE	Deputy City Clerk						
	NE	Program Coordinator						
	NE	Records Analyst						
SR35			\$31	\$37	\$42	\$80,352	\$94,416	\$108,468
	NE	Business Application Specialist						
	NE	Department Administrative Coordinator						
	NE	Planner - Assistant						
	NE	Paralegal						
	NE	Systems Support Specialist						
	NE	Grant Writer (new)						
SR30			\$29	\$34	\$40	\$75,276	\$88,452	\$101,616
	NE	Building Inspector Technician						
	NE	Engineering Technician						
	NE	Graphics Designer						
	NE	GIS Data Technician						
	NE	Purchasing Agent						
SR25			\$27	\$32	\$38	\$71,040	\$83,460	\$95,880
	NE	Administrative Specialist						
	NE	Accounting Specialist - Senior						
	NE	Legal Assistant						
	NE	Permit Technician						
SR20			\$26	\$31	\$36	\$67,548	\$79,368	\$91,188
	NE	Administrative Assistant						
	NE	Engineering Technician - Associate						
	NE	Program Assistant						
SR15			\$25	\$29	\$34	\$64,560	\$75,864	\$87,168
	NE	Accounting Specialist						
SR10			\$22	\$26	\$30	\$56,052	\$65,868	\$75,672
	NE	Accounting Specialist - Associate						
SR05			\$19	\$22	\$26	\$49,200	\$57,816	\$66,420
	NE	Program Aide						

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



2025 Pay Plan "R-S" - RCHEA Supplemental Employees

Ordinance No.
Effective January 1, 2025

By Classification

Band/ Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
SR40	NE*	Accountant	\$32	\$38	\$44	\$83,556	\$98,184	\$112,800
SR50	NE*	Accountant - Senior	\$35	\$41	\$48	\$90,228	\$106,020	\$121,812
SR15	NE	Accounting Specialist	\$25	\$29	\$34	\$64,560	\$75,864	\$87,168
SR10	NE	Accounting Specialist - Associate	\$22	\$26	\$30	\$56,052	\$65,868	\$75,672
SR25	NE	Accounting Specialist - Senior	\$27	\$32	\$38	\$71,040	\$83,460	\$95,880
SR20	NE	Administrative Assistant	\$26	\$31	\$36	\$67,548	\$79,368	\$91,188
SR25	NE	Administrative Specialist	\$27	\$32	\$38	\$71,040	\$83,460	\$95,880
SR50	NE	Building Inspector	\$35	\$41	\$48	\$90,228	\$106,020	\$121,812
SR55	NE	Building Inspector - Senior	\$37	\$44	\$51	\$95,892	\$112,680	\$129,468
SR30	NE	Building Inspector Technician	\$29	\$34	\$40	\$75,276	\$88,452	\$101,616
SR55	NE*	Business Analyst	\$37	\$44	\$51	\$95,892	\$112,680	\$129,468
SR35	NE	Business Application Specialist	\$31	\$37	\$42	\$80,352	\$94,416	\$108,468
SR60	NE*	Business Systems Analyst - ERP	\$39	\$46	\$53	\$100,368	\$117,936	\$135,504
SR60	NE*	Business Systems Analyst - HRIS	\$39	\$46	\$53	\$100,368	\$117,936	\$135,504
SR70	NE*	Business Systems Analyst Sr - ERP	\$42	\$50	\$58	\$109,512	\$128,676	\$147,840
SR70	NE*	Business Systems Analyst Sr - HRIS	\$42	\$50	\$58	\$109,512	\$128,676	\$147,840
SR45	NE*	Capital & Grant Analyst	\$33	\$39	\$46	\$86,304	\$101,400	\$116,496
SR45	NE	Code Enforcement Officer	\$33	\$39	\$46	\$86,304	\$101,400	\$116,496
SR60	NE*	Communications & Marketing Project Administrator	\$39	\$46	\$53	\$100,368	\$117,936	\$135,504
SR40	NE	Communications & Marketing Specialist	\$32	\$38	\$44	\$83,556	\$98,184	\$112,800
SR50	NE	Construction Inspector	\$35	\$41	\$48	\$90,228	\$106,020	\$121,812
SR55	NE	Construction Inspector - Lead	\$37	\$44	\$51	\$95,892	\$112,680	\$129,468
SR35	NE	Department Administrative Coordinator	\$31	\$37	\$42	\$80,352	\$94,416	\$108,468
SR40	NE	Deputy City Clerk	\$32	\$38	\$44	\$83,556	\$98,184	\$112,800
SR70	NE*	Engineer	\$42	\$50	\$58	\$109,512	\$128,676	\$147,840
SR50	NE	Engineer - Associate	\$35	\$41	\$48	\$90,228	\$106,020	\$121,812
SR80	NE*	Engineer - Senior	\$46	\$55	\$64	\$120,336	\$141,396	\$162,456
SR30	NE	Engineering Technician	\$29	\$34	\$40	\$75,276	\$88,452	\$101,616
SR20	NE	Engineering Technician - Associate	\$26	\$31	\$36	\$67,548	\$79,368	\$91,188
SR50	NE	Engineering Technician - Senior	\$35	\$41	\$48	\$90,228	\$106,020	\$121,812
SR55	NE*	Environmental Scientist	\$37	\$44	\$51	\$95,892	\$112,680	\$129,468
SR70	NE*	Environmental Scientist - Senior	\$42	\$50	\$58	\$109,512	\$128,676	\$147,840
SR45	NE*	Financial Analyst	\$33	\$39	\$46	\$86,304	\$101,400	\$116,496
SR45	NE	GIS Analyst	\$33	\$39	\$46	\$86,304	\$101,400	\$116,496
SR55	NE	GIS Analyst - Senior	\$37	\$44	\$51	\$95,892	\$112,680	\$129,468
SR30	NE	GIS Data Technician	\$29	\$34	\$40	\$75,276	\$88,452	\$101,616
SR30	NE	Graphics Designer	\$29	\$34	\$40	\$75,276	\$88,452	\$101,616
SR35	NE	Grant Writer (new)	\$31	\$37	\$42	\$80,352	\$94,416	\$108,468
SR60	NE*	Infrastructure Systems Analyst	\$39	\$46	\$53	\$100,368	\$117,936	\$135,504
SR75	NE*	Infrastructure Systems Engineer	\$44	\$52	\$60	\$113,316	\$133,140	\$152,964
SR80	NE*	Lead Systems Analyst (new)	\$46	\$55	\$64	\$120,336	\$141,396	\$162,456
SR25	NE	Legal Assistant	\$27	\$32	\$38	\$71,040	\$83,460	\$95,880
SR45	NE*	Management Analyst	\$33	\$39	\$46	\$86,304	\$101,400	\$116,496

2025 Pay Plan "R-S" - RCHEA Supplemental Employees

Ordinance No.
Effective January 1, 2025

By Classification

Band/ Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
SR35	NE	Paralegal	\$31	\$37	\$42	\$80,352	\$94,416	\$108,468
SR25	NE	Permit Technician	\$27	\$32	\$38	\$71,040	\$83,460	\$95,880
SR50	NE*	Planner	\$35	\$41	\$48	\$90,228	\$106,020	\$121,812
SR35	NE	Planner - Assistant	\$31	\$37	\$42	\$80,352	\$94,416	\$108,468
SR70	NE*	Planner - Principal	\$42	\$50	\$58	\$109,512	\$128,676	\$147,840
SR65	NE*	Planner - Senior	\$40	\$47	\$55	\$103,080	\$121,116	\$139,152
SR50	NE	Plans Examiner	\$35	\$41	\$48	\$90,228	\$106,020	\$121,812
SR55	NE*	Program Administrator	\$37	\$44	\$51	\$95,892	\$112,680	\$129,468
SR05	NE	Program Aide	\$19	\$22	\$26	\$49,200	\$57,816	\$66,420
SR20	NE	Program Assistant	\$26	\$31	\$36	\$67,548	\$79,368	\$91,188
SR40	NE	Program Coordinator	\$32	\$38	\$44	\$83,556	\$98,184	\$112,800
SR55	NE*	Programmer Analyst	\$37	\$44	\$51	\$95,892	\$112,680	\$129,468
SR80	NE*	Programmer Analyst - Senior	\$46	\$55	\$64	\$120,336	\$141,396	\$162,456
SR30	NE	Purchasing Agent	\$29	\$34	\$40	\$75,276	\$88,452	\$101,616
SR50	NE*	Purchasing Agent - Senior	\$35	\$41	\$48	\$90,228	\$106,020	\$121,812
SR40	NE	Records Analyst	\$32	\$38	\$44	\$83,556	\$98,184	\$112,800
SR70	NE*	Security and Compliance Analyst	\$42	\$50	\$58	\$109,512	\$128,676	\$147,840
SR85	NE*	Senior Infrastructure Systems Engineer	\$49	\$58	\$67	\$126,108	\$148,176	\$170,232
SR75	NE*	Senior Systems Analyst	\$44	\$52	\$60	\$113,316	\$133,140	\$152,964
SR45	NE	Stormwater Inspector	\$33	\$39	\$46	\$86,304	\$101,400	\$116,496
SR35	NE	Systems Support Specialist	\$31	\$37	\$42	\$80,352	\$94,416	\$108,468
SR50	NE*	Technical Systems Coordinator	\$35	\$41	\$48	\$90,228	\$106,020	\$121,812
SR75	NE*	Technology Project Manager	\$44	\$52	\$60	\$113,316	\$133,140	\$152,964
SR85	NE*	Transportation Strategic Advisor	\$49	\$58	\$67	\$126,108	\$148,176	\$170,232

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

NON-CODE

**CITY OF REDMOND
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING PAY PLAN "E" IN ORDER TO
SET SALARIES FOR THE EXECUTIVE EMPLOYEES FOR
THE YEAR 2025; PROVIDING FOR SEVERABILITY AND
ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the respective pay plan for executive employees.

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

Section 1. Pay Plan Amended. (A) Effective January 1, 2025, Pay Plan "E" covering executive employees is hereby amended and the salary ranges increased 4.2 percent above the ranges in effect on December 31, 2024, as adopted by Ordinance No. 3140. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by Pay Plan "E" will be increased across-the-board 4.2 percent up to the maximum salary of the employee's pay band.

The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

(B) Effective January 1, 2025, the following classifications are created and added to the Pay Plan "E": City Attorney and Deputy City Attorney.

(C) Effective January 1, 2025, the salary grades on Pay Plan "E" have been adjusted and the following titles have been moved to new salary grades: Fire Chief, Police Chief, Deputy Fire Chief, and Deputy Police Chief.

Section 2. 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 3. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this ____ day of December,
2024.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM

DANIEL P. KENNY, CITY ATTORNEY

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

2025 Pay Plan "E" - Executive

Ordinance No.
Effective January 1, 2025

Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
EX2435			\$16,366	\$19,640	\$22,913	\$196,392	\$235,680	\$274,956
EX35	E	Chief Operating Officer						
EX30			\$14,969	\$17,963	\$20,956	\$179,628	\$215,556	\$251,472
EX30	E	Fire Chief Market						
EX30	E	Police Chief Market						
EX2025			\$14,678	\$17,614	\$20,549	\$176,136	\$211,368	\$246,588
EX20		Fire Chief						
EX20		Police Chief						
EX25	E	Public Works Director						
EX25	E	City Attorney (new)						
EX1520			\$14,152	\$16,983	\$19,813	\$169,824	\$203,796	\$237,756
EX20	E	Chief Information Officer						
EX20	E	Finance Director						
EX20	E	Human Resources Director						
EX20	E	Parks Director						
EX20	E	Planning Director						
EX15			\$13,887	\$16,319	\$18,750	\$166,644	\$195,828	\$225,000
EX15	E	Deputy Fire Chief						
EX15	E	Deputy Police Chief						
EX10			\$13,302	\$15,631	\$17,959	\$159,624	\$187,572	\$215,508
EX10	E	Deputy Fire Chief						
EX10	E	Deputy Police Chief						
EX10	E	Deputy Public Works Director						
EX10	E	Deputy Tech & Information Services (TIS) Director						
EX05			\$12,727	\$14,955	\$17,182	\$152,724	\$179,460	\$206,184
EX05	E	Deputy Executive Department Director						
EX05	E	Deputy Finance Director						
EX05	E	Deputy Fire Director						
EX05	E	Deputy Human Resources Director						
EX05	E	Deputy Parks Director						
EX05	E	Deputy Planning & Community Dev (PCD) Director						
EX05	E	Deputy Public Works Director						
EX05	E	Deputy City Attorney (new)						

NON-CODE

**CITY OF REDMOND
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING PAY PLANS "N" AND "N-S,"
IN ORDER TO SET SALARIES FOR THE NON-
REPRESENTED EMPLOYEES FOR THE YEAR 2025;
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the pay plans for non-represented employees.

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

Section 1. Pay Plan "N" Amended. (A) Effective January 1, 2025, Pay Plan "N" covering Non-Represented employees is hereby amended and the salary ranges increased 4.2 percent above the ranges in effect on December 31, 2024, as adopted by Ordinance No. 3141. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by the "N" pay plan will be increased across-the-board 4.2 percent.

The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

(B) Effective January 1, 2025, the following classifications are created and added to the Pay Plan "N": Community Health Manager, Grant Supervisor, Executive Department Manager, Executive Department Supervisor, and Construction Manager in addition to adding back the Police Support Services Supervisor.

(C) Effective January 1, 2025, the following classifications are removed from the Pay Plan "N": Communications and Marketing Manager; Communications and Marketing Supervisor.

(D) Effective January 1, 2025, the Dispatch Manager title has been changed to Public Safety Communications Manager on the Pay Plan "N".

Section 2. Pay Plan "N-S" Amended. (A) Effective January 1, 2025, the salary ranges in Pay Plan "N-S", the Non-Represented Supplemental Pay Plan, are also adjusted to increase the salary ranges 4.2 percent, to within eighty percent (80%) and one-hundred ten percent (110%) of the salary range minimum for the comparable classifications in Pay Plan "N," above the ranges in effect on December 31, 2024, as adopted by Ordinance No. 3141. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by "N-S" pay plan will be increased across-the-board 4.2 percent. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

(B) Effective January 1, 2025, the following classifications are created and added to the Pay Plan "N-S": Community Health

Manager, Grant Supervisor, Executive Department Manager, Executive Department Supervisor, and Construction Manager in addition to adding back the Police Support Services Supervisor.

(C) Effective January 1, 2025, the following classifications are removed from the Pay Plan "N-S": Communications and Marketing Manager; Communications and Marketing Supervisor.

(D) Effective January 1, 2025, the Dispatch Manager title has been changed to Public Safety Communications Manager on the Pay Plan "N-S".

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 take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this ____ day of December,
2024.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM

DANIEL P. KENNY, CITY ATTORNEY

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

2025 Pay Plan "N" - Non-Represented Employees
Ordinance No.
Effective January 1, 2025
By Salary Band

Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
N60			\$14,029	\$15,994	\$17,959	\$168,348	\$191,928	\$215,508
N60	E	Police Captain						
N55			\$12,072	\$14,184	\$16,296	\$144,864	\$170,208	\$195,552
N55	E	Chief Policy Advisor						
N55	E	City Engineer						
N55	E	Engineering Manager						
N55	E	Information Services Manager						
N55	E	Police Support Civilian Commander						
N55	E	Project Management Office Manager						
N55	E	Security Compliance Manager						
N55	E	Supervising Attorney						
N50			\$10,728	\$12,606	\$14,484	\$128,736	\$151,272	\$173,808
N50	E	Construction Manager (new)						
N50	E	Engineering Supervisor						
N50	E	Finance Manager						
N50	E	Parks Manager						
N50	E	Planning Manager						
N50	E	Public Works Maintenance Manager						
N50	E	Utilities Manager						
N45			\$10,169	\$11,949	\$13,729	\$122,028	\$143,388	\$164,748
N45	E	City Clerk						
N45	E	Communications and Marketing Manager						
N45	E	Executive Department Manager (new)						
N45	E	Emergency Preparedness Manager						
N45	E	Human Resources Manager						
N45	E	Information Services Supervisor						
N45	E	Purchasing/Contracting Manager						
N45	E	Utilities Supervisor						
N40			\$9,267	\$10,889	\$12,511	\$111,204	\$130,668	\$150,132
N40	E	Public Safety Communications Dispatch Manager (retitled)						
N40	E	Deputy Prosecuting Attorney						
N40	E	Police Support Services Manager						
N40	E	Community Health Manager (new)						
N35			\$8,768	\$10,303	\$11,837	\$105,216	\$123,636	\$142,044
N35	E	Communications and Marketing Supervisor						
N35	E	Executive Department Supervisor (new)						
N35	E	Development Services Supervisor						
N35	E	Diversity Equity Inclusion Program Advisor						
N35	E	Financial Analyst - Senior						
N35	E	Inspection Supervisor						
N35	E	Maintenance and Operations Supervisor						
N35	E	Management Analyst - Senior						
N35	E	Program Manager						
N35	E	Real Property Manager						

2025 Pay Plan "N" - Non-Represented Employees
Ordinance No.
Effective January 1, 2025
By Salary Band

Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
N30			\$8,222	\$9,661	\$11,099	\$98,664	\$115,932	\$133,188
N30	E	Administrative Supervisor						
N30	E	Finance Supervisor						
N30	E	Human Resources Analyst - Senior						
N30	E	Grant Supervisor (new)						
N30	E	Police Support Services Supervisor (added back to pay plan)						
N30	E	Parks Supervisor						
N25			\$7,502	\$8,815	\$10,127	\$90,024	\$105,780	\$121,524
N25	NE	Human Resources Analyst						
N25	NE	Risk Program Coordinator						
N20			\$7,128	\$8,376	\$9,624	\$85,536	\$100,512	\$115,488
N20	E	Executive Analyst						
N20	E	Financial Analyst						
N15			\$6,604	\$7,760	\$8,915	\$79,248	\$93,120	\$106,980
N15	NE	Department Administrative Coordinator						
N15	NE	Police Crime Analyst (Limited Duration)						
N15	NE	Police Program Coordinator						
N10			\$6,071	\$7,133	\$8,195	\$72,852	\$85,596	\$98,340
N10	NE	Accounting Associate - Senior						
N10	NE	Administrative Specialist						
N10	NE	Payroll Analyst						
N05			\$5,607	\$6,588	\$7,568	\$67,284	\$79,056	\$90,816
N05	NE	Administrative Assistant						

2025 Pay Plan "N" - Non-Represented Employees
Ordinance No.
Effective January 1, 2025
By Classification

Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
N10	NE	Accounting Associate - Senior	\$6,071	\$7,133	\$8,195	\$72,852	\$85,596	\$98,340
N05	NE	Administrative Assistant	\$5,607	\$6,588	\$7,568	\$67,284	\$79,056	\$90,816
N10	NE	Administrative Specialist	\$6,071	\$7,133	\$8,195	\$72,852	\$85,596	\$98,340
N30	E	Administrative Supervisor	\$8,222	\$9,661	\$11,099	\$98,664	\$115,932	\$133,188
N55	E	Chief Policy Advisor	\$12,072	\$14,184	\$16,296	\$144,864	\$170,208	\$195,552
N45	E	City Clerk	\$10,169	\$11,949	\$13,729	\$122,028	\$143,388	\$164,748
N55	E	City Engineer	\$12,072	\$14,184	\$16,296	\$144,864	\$170,208	\$195,552
N45	E	Communications and Marketing Manager	\$10,169	\$11,949	\$13,729	\$122,028	\$143,388	\$164,748
N35	E	Communications and Marketing Supervisor	\$8,768	\$10,303	\$11,837	\$105,216	\$123,636	\$142,044
N40	E	Community Health Manager (new)	\$9,267	\$10,889	\$12,511	\$111,204	\$130,668	\$150,132
N50	E	Construction Manager (new)	\$10,728	\$12,606	\$14,484	\$128,736	\$151,272	\$173,808
N15	NE	Department Administrative Coordinator	\$6,604	\$7,760	\$8,915	\$79,248	\$93,120	\$106,980
N40	E	Deputy Prosecuting Attorney	\$9,267	\$10,889	\$12,511	\$111,204	\$130,668	\$150,132
N35	E	Development Services Supervisor	\$8,768	\$10,303	\$11,837	\$105,216	\$123,636	\$142,044
N35	E	Diversity Equity Inclusion Program Advisor	\$8,768	\$10,303	\$11,837	\$105,216	\$123,636	\$142,044
N45	E	Emergency Preparedness Manager	\$10,169	\$11,949	\$13,729	\$122,028	\$143,388	\$164,748
N55	E	Engineering Manager	\$12,072	\$14,184	\$16,296	\$144,864	\$170,208	\$195,552
N50	E	Engineering Supervisor	\$10,728	\$12,606	\$14,484	\$128,736	\$151,272	\$173,808
N20	E	Executive Analyst	\$7,128	\$8,376	\$9,624	\$85,536	\$100,512	\$115,488
N45	E	Executive Department Manager (new)	\$10,169	\$11,949	\$13,729	\$122,028	\$143,388	\$164,748
N35	E	Executive Department Supervisor (new)	\$8,768	\$10,303	\$11,837	\$105,216	\$123,636	\$142,044
N50	E	Finance Manager	\$10,728	\$12,606	\$14,484	\$128,736	\$151,272	\$173,808
N30	E	Finance Supervisor	\$8,222	\$9,661	\$11,099	\$98,664	\$115,932	\$133,188
N20	E	Financial Analyst	\$7,128	\$8,376	\$9,624	\$85,536	\$100,512	\$115,488
N35	E	Financial Analyst - Senior	\$8,768	\$10,303	\$11,837	\$105,216	\$123,636	\$142,044
N30	E	Grant Supervisor (new)	\$8,222	\$9,661	\$11,099	\$98,664	\$115,932	\$133,188
N25	NE	Human Resources Analyst	\$7,502	\$8,815	\$10,127	\$90,024	\$105,780	\$121,524
N30	E	Human Resources Analyst - Senior	\$8,222	\$9,661	\$11,099	\$98,664	\$115,932	\$133,188
N45	E	Human Resources Manager	\$10,169	\$11,949	\$13,729	\$122,028	\$143,388	\$164,748
N55	E	Information Services Manager	\$12,072	\$14,184	\$16,296	\$144,864	\$170,208	\$195,552
N45	E	Information Services Supervisor	\$10,169	\$11,949	\$13,729	\$122,028	\$143,388	\$164,748
N35	E	Inspection Supervisor	\$8,768	\$10,303	\$11,837	\$105,216	\$123,636	\$142,044
N35	E	Maintenance and Operations Supervisor	\$8,768	\$10,303	\$11,837	\$105,216	\$123,636	\$142,044
N35	E	Management Analyst - Senior	\$8,768	\$10,303	\$11,837	\$105,216	\$123,636	\$142,044
N50	E	Parks Manager	\$10,728	\$12,606	\$14,484	\$128,736	\$151,272	\$173,808
N30	E	Parks Supervisor	\$8,222	\$9,661	\$11,099	\$98,664	\$115,932	\$133,188
N10	NE	Payroll Analyst	\$6,071	\$7,133	\$8,195	\$72,852	\$85,596	\$98,340
N50	E	Planning Manager	\$10,728	\$12,606	\$14,484	\$128,736	\$151,272	\$173,808
N60	E	Police Captain	\$14,029	\$15,994	\$17,959	\$168,348	\$191,928	\$215,508
N15	NE	Police Crime Analyst (Limited Duration)	\$6,604	\$7,760	\$8,915	\$79,248	\$93,120	\$106,980
N15	NE	Police Program Coordinator	\$6,604	\$7,760	\$8,915	\$79,248	\$93,120	\$106,980
N55	E	Police Support Civilian Commander	\$12,072	\$14,184	\$16,296	\$144,864	\$170,208	\$195,552
N40	E	Police Support Services Manager	\$9,267	\$10,889	\$12,511	\$111,204	\$130,668	\$150,132
N30	E	Police Support Services Supervisor (added back to pay plan)	\$8,222	\$9,661	\$11,099	\$98,664	\$115,932	\$133,188
N35	E	Program Manager	\$8,768	\$10,303	\$11,837	\$105,216	\$123,636	\$142,044
N55	E	Project Management Office Manager	\$12,072	\$14,184	\$16,296	\$144,864	\$170,208	\$195,552
N40	E	Public Safety Communications Dispatch-Manager (retitled)	\$9,267	\$10,889	\$12,511	\$111,204	\$130,668	\$150,132
N50	E	Public Works Maintenance Manager	\$10,728	\$12,606	\$14,484	\$128,736	\$151,272	\$173,808
N45	E	Purchasing/Contracting Manager	\$10,169	\$11,949	\$13,729	\$122,028	\$143,388	\$164,748
N35	E	Real Property Manager	\$8,768	\$10,303	\$11,837	\$105,216	\$123,636	\$142,044
N25	NE	Risk Program Coordinator	\$7,502	\$8,815	\$10,127	\$90,024	\$105,780	\$121,524
N55	E	Security Compliance Manager	\$12,072	\$14,184	\$16,296	\$144,864	\$170,208	\$195,552
N55	E	Supervising Attorney	\$12,072	\$14,184	\$16,296	\$144,864	\$170,208	\$195,552
N50	E	Utilities Manager	\$10,728	\$12,606	\$14,484	\$128,736	\$151,272	\$173,808
N45	E	Utilities Supervisor	\$10,169	\$11,949	\$13,729	\$122,028	\$143,388	\$164,748

2025 Pay Plan "N-S" - Non-Represented Supplemental Employees

Ordinance No.
Effective January 1, 2025

By Salary Band

Grade	FLSA	Classification	Hourly		
			Minimum	Midpoint	Maximum

SNR60			\$65	\$77	\$89
	NE*	Police Captain			

SNR55			\$56	\$66	\$77
	NE*	Chief Policy Advisor			
	NE*	City Engineer			
	NE*	Engineering Manager			
	NE*	Information Services Manager			
	NE*	Police Support Civilian Commander			
	NE*	Project Management Office Manager			
	NE*	Security Compliance Manager			
	NE*	Supervising Attorney			

SNR50			\$50	\$59	\$68
	NE*	Construction Manager (new)			
	NE*	Engineering Supervisor			
	NE*	Finance Manager			
	NE*	Parks Manager			
	NE*	Planning Manager			
	NE*	Public Works Maintenance Manager			
	NE*	Utilities Manager			

SNR45			\$47	\$56	\$65
	NE*	City Clerk			
	NE*	Communications and Marketing Manager			
	NE*	Executive Department Manager (new)			
	NE*	Emergency Preparedness Manager			
	NE*	Human Resources Manager			
	NE*	Information Services Supervisor			
	NE*	Purchasing/Contracting Manager			
	NE*	Utilities Supervisor			

SNR40			\$43	\$51	\$59
	NE*	Public Safety Communications Dispatch Manager (retitled)			
	NE*	Deputy Prosecuting Attorney			

Ordinance No.
Effective January 1, 2025

NE* Police Support Services Manager
NE* **Community Health Manager (new)**

SNR35	\$40	\$48	\$56
NE* Communications and Marketing Supervisor			
NE* Executive Department Supervisor (new)			
NE* Development Services Supervisor			
NE* Diversity Equity Inclusion Program Advisor			
NE* Financial Analyst - Senior			
NE* Inspection Supervisor			
NE* Maintenance and Operations Supervisor			
NE* Management Analyst - Senior			
NE* Program Manager			
NE* Real Property Manager			

Ordinance No.
 Effective January 1, 2025

By Salary Band

Grade	FLSA	Classification	Hourly		
			Minimum	Midpoint	Maximum
SNR30			\$38	\$45	\$52
	NE*	Administrative Supervisor			
	NE*	Finance Supervisor			
	NE*	Human Resources Analyst - Senior			
	NE*	Grant Supervisor (new)			
	NE*	Police Support Services Supervisor (added back to pay plan)			
	NE*	Parks Supervisor			
SNR25			\$35	\$41	\$48
	NE	Human Resources Analyst			
	NE	Risk Program Coordinator			
SNR20			\$33	\$39	\$45
	NE*	Executive Analyst			
	NE*	Financial Analyst			
SNR15			\$30	\$36	\$42
	NE	Department Administrative Coordinator			
	NE	Police Crime Analyst (Limited Duration)			
	NE	Police Program Coordinator			
SNR10			\$28	\$33	\$39
	NE	Accounting Associate - Senior			
	NE	Administrative Specialist			
	NE	Payroll Analyst			
SNR05			\$26	\$31	\$36
	NE	Administrative Assistant			

Ordinance No.
Effective January 1, 2025

By Classification

Grade	FLSA	Classification	Monthly		
			Minimum	Midpoint	Maximum
SNR10	NE	Accounting Associate - Senior	\$28	\$33	\$39
SNR05	NE	Administrative Assistant	\$26	\$31	\$36
SNR10	NE	Administrative Specialist	\$28	\$33	\$39
SNR30	NE*	Administrative Supervisor	\$38	\$45	\$52
SNR55	NE*	Chief Policy Advisor	\$56	\$66	\$77
SNR45	NE*	City Clerk	\$47	\$56	\$65
SNR55	NE*	City Engineer	\$56	\$66	\$77
SNR45	NE*	Communications and Marketing Manager	\$47	\$56	\$65
SNR35	NE*	Communications and Marketing Supervisor	\$40	\$48	\$56
SNR40	NE*	Community Health Manager (new)	\$43	\$51	\$59
SNR50	NE*	Construction Manager (new)	\$50	\$59	\$68
SNR15	NE	Department Administrative Coordinator	\$30	\$36	\$42
SNR40	NE*	Deputy Prosecuting Attorney	\$43	\$51	\$59
SNR35	NE*	Development Services Supervisor	\$40	\$48	\$56
SNR35	NE*	Diversity Equity Inclusion Program Advisor	\$40	\$48	\$56
SNR45	NE*	Emergency Preparedness Manager	\$47	\$56	\$65
SNR55	NE*	Engineering Manager	\$56	\$66	\$77
SNR50	NE*	Engineering- Supervisor	\$50	\$59	\$68
SNR20	NE*	Executive Analyst	\$33	\$39	\$45
SNR45	NE*	Executive Department Manager (new)	\$47	\$56	\$65
SNR35	NE*	Executive Department Supervisor (new)	\$40	\$48	\$56
SNR50	NE*	Finance Manager	\$50	\$59	\$68
SNR30	NE*	Finance Supervisor	\$38	\$45	\$52
SNR20	NE*	Financial Analyst	\$33	\$39	\$45
SNR35	NE*	Financial Analyst - Senior	\$40	\$48	\$56
SNR30	NE*	Grant Supervisor (new)	\$38	\$45	\$52
SNR25	NE	Human Resources Analyst	\$35	\$41	\$48
SNR30	NE*	Human Resources Analyst - Senior	\$38	\$45	\$52
SNR45	NE*	Human Resources Manager	\$47	\$56	\$65
SNR55	NE*	Information Services Manager	\$56	\$66	\$77
SNR45	NE*	Information Services Supervisor	\$47	\$56	\$65
SNR35	NE*	Inspection Supervisor	\$40	\$48	\$56
SNR35	NE*	Maintenance and Operations Supervisor	\$40	\$48	\$56
SNR35	NE*	Management Analyst - Senior	\$40	\$48	\$56
SNR50	NE*	Parks Manager	\$50	\$59	\$68
SNR30	NE*	Parks Supervisor	\$38	\$45	\$52
SNR10	NE	Payroll Analyst	\$28	\$33	\$39
SNR50	NE*	Planning Manager	\$50	\$59	\$68

2025 Pay Plan "N-S" - Non-Represented Supplemental Employees
**Ordinance No.
 Effective January 1, 2025**

SNR60	NE*	Police Captain	\$65	\$77	\$89
SNR15	NE	Police Crime Analyst (Limited Duration)	\$30	\$36	\$42
SNR15	NE	Police Program Coordinator	\$30	\$36	\$42
SNR55	NE*	Police Support Civilian Commander	\$56	\$66	\$77
SNR40	NE*	Police Support Services Manager	\$43	\$51	\$59
		Police Support Services Supervisor (added back to pay plan)			
SNR30	NE*		\$38	\$45	\$52
SNR35	NE*	Program Manager	\$40	\$48	\$56
SNR55	NE*	Project Management Office Manager	\$56	\$66	\$77
		Public Safety Communications Dispatch Manager			
SNR40	NE*	(retitled)	\$43	\$51	\$59
SNR50	NE*	Public Works Maintenance Manager	\$50	\$59	\$68
SNR45	NE*	Purchasing/Contracting Manager	\$47	\$56	\$65
SNR35	NE*	Real Property Manager	\$40	\$48	\$56
SNR25	NE	Risk Program Coordinator	\$35	\$41	\$48
SNR55	NE*	Security Compliance Manager	\$56	\$66	\$77
SNR55	NE*	Supervising Attorney	\$56	\$66	\$77
SNR50	NE*	Utilities Manager	\$50	\$59	\$68
SNR45	NE*	Utilities Supervisor	\$47	\$56	\$65

NON-CODE

**CITY OF REDMOND
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING PAY PLAN "G-S" IN ORDER
TO SET SALARIES FOR THE GENERAL SUPPLEMENTAL
EMPLOYEES FOR THE YEAR 2025; PROVIDING FOR
SEVERABILITY AND ESTABLISHING AN EFFECTIVE
DATE

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the pay plans for general supplemental employees.

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

Section 1. Pay Plan "G-S" Amended. Effective January 1, 2025, Pay Plan "G-S" covering general supplemental employees is hereby amended and the salary ranges adjusted 4.2 percent above the ranges in effect on December 31, 2024, as adopted by Ordinance No. 3142. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by the "G-S" pay plans will be increased across-the-board 4.2 percent. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2. 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 3. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this ____ day of December,
2024.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM

DANIEL P. KENNY, CITY ATTORNEY

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



2025 Pay Plan "G-S" - General Supplemental

Ordinance No.
Effective January 1, 2025

Hourly

Grade	FLSA	Position Title	Minimum	Midpoint	Maximum
S23	NE	Farm Animal Caretaker	\$18.07	\$20.65	\$23.24
S24	NE	Recreation Aide	\$18.07	\$20.65	\$23.24
S25	NE	Nutrition Assistant	\$18.07	\$21.31	\$24.53
S26	NE	Beachfront Lifeguard	\$19.36	\$23.24	\$27.11
S27	NE	Recreation Instructor	\$19.36	\$32.27	\$45.18
S28	NE	Fitness Instructor	\$19.36	\$32.27	\$45.18
S29	NE	Recreation Leader	\$19.36	\$23.24	\$27.11
S30	NE	Guest Services Representative	\$19.36	\$23.24	\$27.11
S31	NE	Equestrian Instructor	\$20.65	\$25.82	\$30.98
S32	NE	Audio Visual Media Specialist	\$20.65	\$25.82	\$30.98
S33	NE	Beachfront Assistant Manager	\$21.94	\$25.82	\$29.69
S34	NE	Beachfront Manager	\$23.24	\$27.11	\$30.98
S35	NE	Recreation Specialist	\$23.24	\$33.56	\$43.89
S37	NE	Intern, High School	\$17.38	\$19.36	\$23.24
S38	NE	Intern, College	\$19.36	\$24.22	\$29.05
S39	NE	Intern, Graduate Program	\$24.22	\$30.98	\$38.73

NON-CODE

CITY OF REDMOND
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING PAY PLAN "EO" IN ORDER TO
SET SALARIES FOR THE MAYOR FOR THE YEAR 2025;
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the pay plan for the Mayor.

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

Section 1. Pay Plan "EO" Amended. (A) Effective January 1, 2025, Pay Plan "EO" covering Elected Officials is hereby amended to increase the Mayor salary to \$170,000. In conjunction with the adjustment of the salary ranges, the salaries of the Mayor covered by the "EO" pay plan will be increased to \$170,000. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

(B) Effective January 1, 2025, the salary grades have been adjusted on the Pay Plan "EO".

Section 2. 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 3. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this ____ day of December,
2024.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM

DANIEL P. KENNY, CITY ATTORNEY

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



2025 Pay Plan "EO" - Elected Officials

Ordinance No. 2111, 3166 & Salary Schedule filed with City Clerk October 15, 2024 (Council)
Effective November 14, 2024

Grade	FLSA	Classification	Monthly	Annually
EO EOC	NA	Council Member	\$2,300	\$27,600
EO EOCP	NA	Council President	\$2,500	\$30,000

Ordinance No. 2784, 2967, 3173 (Mayor)
Effective January 1, 2025

Grade	FLSA	Classification	Monthly	Annually
EO EOM	NA	Mayor	\$12,808 \$14,167	\$153,700 \$170,000

NON-CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON AMENDING THE 2025 "T" PAY PLAN
FOR EMPLOYEES REPRESENTED BY THE TEAMSTERS
LOCAL NO. 117 REPRESENTING POLICE
LIEUTENANTS AND AMENDING TITLE TO "LT"

WHEREAS, Pay Plan "T" was established and put into effect
as agreed to through the collective bargaining process; and

WHEREAS, the salary ranges will now be adjusted in
accordance with the negotiated agreement with the Teamsters
local Union No.117 bargaining unit, representing Police
Lieutenants.

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

Section 1. Pay Plan Amended. (A) Effective January 1,
2025, Pay Plan "T" covering all employees in the Teamsters
Police Lieutenants bargaining unit is hereby amended to the
title Pay Plan "LT".

(B) Effective January 1, 2025, Pay Plan "LT" covering all
employees in the Teamsters Police Lieutenants bargaining unit is
hereby amended and the salary ranges adjusted by 4.2 percent,
above the ranges in effect on December 31, 2024, as adopted by
Ordinance No. 3144. In conjunction with the adjustment of the

salary ranges, the salaries for all employees covered by Pay Plan "LT" will be increased across the board by 4.2 percent above the ranges in effect on December 31, 2024, as adopted by Ordinance No. 3144. The 2025 Pay Plan "LT" is attached as Exhibit 2 and incorporated herein as if set forth in full.

Section 2. 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 3. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this _____ day of
December, 2024.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM

DANIEL P. KENNY, CITY ATTORNEY

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



2025 PAY PLAN "LT" LIEUTENANTS

Ordinance No.
Police Lieutenants
Effective January 1, 2025

Grade	FLSA	Position Title	Step	Duration	Monthly	Annually
LT01	E	Lieutenant	A	0-12m	\$15,335	\$184,020
			B	13-24m	\$15,872	\$190,464
			C	25+m	\$16,413	\$196,956

NON-CODE

**CITY OF REDMOND
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING PAY PLANS "PS" AND "S-PS," IN ORDER TO SET SALARIES FOR POLICE SUPPORT EMPLOYEES COVERED BY THE TEAMSTERS LOCAL UNION NO. 117 BARGAINING UNIT FOR THE YEAR 2025; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Pay Plan "PS" and the Supplemental Pay Plan "S-PS" were established and put into effect the negotiated salary ranges agreed to through the collective bargaining process and adopted; and

WHEREAS, the salary ranges will now be adjusted in accordance with the negotiated agreement with the Teamsters local Union No.117 bargaining unit, representing Police Support employees.

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

Section 1. Pay Plan Amended. (A) Effective January 1, 2025, Pay Plan "PS" covering all employees in the Police Support bargaining unit is hereby amended and the salary ranges adjusted by 4.2 percent, above the ranges in effect on December 31, 2024 as adopted by Ordinance No. 3145. In conjunction with the adjustment of the salary ranges, the salaries for all employees covered by the Police Support bargaining unit will increase across-the-board by 4.2 percent, above the ranges in effect on December 31, 2024 as

adopted by Ordinance No. 3145. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

(B) Effective January 1, 2025, the Communications Dispatcher title is now Public Safety Telecommunicator, and the Lead Communications Dispatcher title is now Lead Public Safety Telecommunicator on the Pay Plan "PS".

Section 2. Pay Plan "S-PS". (A) Effective January 1, 2025, Supplemental Pay Plan "S-PS" covering supplemental Police Support employees is hereby adjusted to reflect pay ranges that represent 80 percent to 110 percent of the lowest pay for a comparable Regular position, as adopted by Ordinance No. 3145. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

(B) Effective January 1, 2025, the Communications Dispatcher title is now Public Safety Telecommunicator, and the Lead Communications Dispatcher title is now Lead Public Safety Telecommunicator on the Pay Plan "S-PS".

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.



Redmond

2025 PAY PLAN PS* - POLICE SUPPORT

Ordinance No.

Teamsters Local No. 117 - Representing the Police Support Bargaining Unit

Effective January 1, 2025

Grade	FLSA	Position Title	Step	Duration	Monthly	Annual
C30	NE	Police Public Information Officer	A	0-12 mos	\$8,008	\$96,096
			B	13-24 mos	\$8,328	\$99,936
			C	25-36 mos	\$8,661	\$103,932
			D	37-48 mos	\$9,008	\$108,096
			E	49-60 mos	\$9,368	\$112,416
			F	61 + mos	\$9,742	\$116,904
C113	NE	Crime Analyst	A	0-12 mos	\$7,476	\$89,712
			B	13-24 mos	\$7,774	\$93,288
			C	25-36 mos	\$8,087	\$97,044
			D	37-48 mos	\$8,409	\$100,908
			E	49-60 mos	\$8,747	\$104,964
			F	61 + mos	\$9,097	\$109,164
C116	NE	Police Program Coordinator	A	0-12 mos	\$7,699	\$92,388
			B	13-24 mos	\$8,008	\$96,096
			C	25-36 mos	\$8,328	\$99,936
			D	37-48 mos	\$8,661	\$103,932
			E	49-60 mos	\$9,008	\$108,096
			F	61 + mos	\$9,368	\$112,416
C13	NE	Public Safety Telecommunicator Communications Dispatcher	A	0-12 mos	\$6,655	\$79,860
			B	13-24 mos	\$6,921	\$83,052
			C	25-36 mos	\$7,198	\$86,376
			D	37-48 mos	\$7,486	\$89,832
			E	49-60 mos	\$7,786	\$93,432
			F	61 + mos	\$8,096	\$97,152
C15	NE	Lead Public Safety Telecommunicator Lead Communications Dispatcher	A	0-12 mos	\$7,411	\$88,932
			B	13-24 mos	\$7,706	\$92,472
			C	25-36 mos	\$8,014	\$96,168
			D	37-48 mos	\$8,335	\$100,020
			E	49-60 mos	\$8,667	\$104,004
			F	61 + mos	\$9,014	\$108,168
C14	NE	Lead Police Support Services Specialist	A	0-12 mos	\$6,704	\$80,448
			B	13-24 mos	\$6,974	\$83,688
			C	25-36 mos	\$7,251	\$87,012
			D	37-48 mos	\$7,542	\$90,504
			E	49-60 mos	\$7,842	\$94,104
			F	61 + mos	\$8,157	\$97,884



Redmond

2025 PAY PLAN PS* - POLICE SUPPORT

Ordinance No.

Teamsters Local No. 117 - Representing the Police Support Bargaining Unit

Effective January 1, 2025

Grade	FLSA	Position Title	Step	Duration	Monthly	Annual	
C25	NE	Police Support Public Records Specialist	A	0-12 mos	\$6,382	\$76,584	
			B	13-24 mos	\$6,636	\$79,632	
			C	25-36 mos	\$6,901	\$82,812	
			D	37-48 mos	\$7,178	\$86,136	
			E	49-60 mos	\$7,466	\$89,592	
			F	61 + mos	\$7,764	\$93,168	
C115	NE	Legal Advocate	A	0-12 mos	\$6,483	\$77,796	
			B	13-24 mos	\$6,744	\$80,928	
			C	25-36 mos	\$7,014	\$84,168	
			D	37-48 mos	\$7,293	\$87,516	
			E	49-60 mos	\$7,586	\$91,032	
			F	61 + mos	\$7,889	\$94,668	
C12	NE	Community Support Officer	A	0-12 mos	\$6,234	\$74,808	
			B	13-24 mos	\$6,483	\$77,796	
			C	25-36 mos	\$6,743	\$80,916	
			D	37-48 mos	\$7,013	\$84,156	
			E	49-60 mos	\$7,293	\$87,516	
			F	61 + mos	\$7,585	\$91,020	
C19	NE	Property Evidence Technician	A	0-12 mos	\$6,109	\$73,308	
			B	13-24 mos	\$6,353	\$76,236	
			C	25-36 mos	\$6,608	\$79,296	
			D	37-48 mos	\$6,872	\$82,464	
			E	49-60 mos	\$7,147	\$85,764	
			F	61 + mos	\$7,434	\$89,208	
C11	NE	Police Support Services Specialist	A	0-12 mos	\$6,135	\$73,620	
		Police Support Administrative Specialist	B	13-24 mos	\$6,382	\$76,584	
				C	25-36 mos	\$6,636	\$79,632
				D	37-48 mos	\$6,901	\$82,812
				E	49-60 mos	\$7,178	\$86,136
				F	61 + mos	\$7,466	\$89,592
C20	NE	Police Support Administrative Assistant	A	0-12 mos	\$5,724	\$68,688	
			B	13-24 mos	\$5,952	\$71,424	
			C	25-36 mos	\$6,191	\$74,292	
			D	37-48 mos	\$6,437	\$77,244	
			E	49-60 mos	\$6,695	\$80,340	
			F	61 + mos	\$6,963	\$83,556	

*All pay rates include the 1.25% accreditation pay. Should the Police Department lose its accreditation, the rates will be reduced by 1.25%.



2025 PAY PLAN "S-PS" - SUPPLEMENTAL POLICE SUPPORT

Ordinance No.
Teamsters Local No. 117 - Representing the Police Support Bargaining Unit
Effective January 1, 2025

Grade	FLSA	Position Title	Minimum*	Maximum*
SP30	NE	Supplemental Police Public Information Officer	\$36.96	\$50.82
SP10	NE	Supplemental Crime Analyst	\$34.50	\$47.44
SP16	NE	Supplemental Police Program Coordinator	\$35.53	\$48.86
		Supplemental Public Safety Telecommunicator		
SP3	NE	Supplemental Communications Dispatcher	\$30.72	\$42.23
		Supplemental Lead Public Safety Telecommunicator		
SP8	NE	Supplemental Lead Communications Dispatcher	\$34.20	\$47.03
SP4	NE	Supplemental Lead Police Support Services Specialist	\$30.94	\$42.54
SP25	NE	Supplemental Police Support Public Records Specialist	\$29.46	\$40.50
SP5	NE	Supplemental Legal Advocate	\$29.92	\$41.14
SP7	NE	Supplemental Community Support Officer	\$28.77	\$39.56
SP1	NE	Supplemental Property Evidence Technician	\$28.20	\$38.77
SP2	NE	Supplemental Police Support Services Specialist	\$28.32	\$38.93
SP14	NE	Supplemental Police Support Administrative Assistant	\$26.42	\$36.33
SP15	NE	Supplemental Police Support Administrative Specialist	\$28.32	\$38.93

* 80-110% of the lowest pay for comparable regular position

NON-CODE

**CITY OF REDMOND
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING PAY PLAN "FS" IN ORDER TO
SET SALARIES FOR EMPLOYEES COVERED BY THE FIRE
SUPPORT BARGAINING UNIT FOR THE YEAR 2025;
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE

WHEREAS, Pay Plan "FS" was established and put into effect as
agreed to through the collective bargaining process; and

WHEREAS, the latest salary ranges will now be adjusted and
salaries increased in accordance with the Fire Support collective
bargaining agreement.

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

Section 1. Pay Plan "FS" Amended. Effective January 1,
2025, Pay Plan "FS" covering employees represented by the Redmond
Fire Fighters Union No. 2829, I.A.F.F., Representing the Fire
Support Bargaining Unit, is hereby amended and the salary ranges
adjusted 3.6 percent above the ranges in effect on December 31,
2024, as adopted by Ordinance No. 3146. In conjunction with the
adjustment of the salary ranges, the salaries of all employees
covered by the "FS" pay plan will be increased across-the-board
3.6 percent. The amended Pay Plan is attached as Exhibit 1 and
incorporated herein as if set forth in full.

Section 2. 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 3. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this ____ day of December,
2024.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM

DANIEL P. KENNY, CITY ATTORNEY

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



2025 Pay Plan "FS" - Fire Support

Ordinance No.
Redmond Fire Fighters Union - Representing the Fire Support Bargaining Unit
Effective January 1, 2025

Grade	FLSA	Position Title	Monthly			Annually		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
FS20	NE	Fire Support Administrative Assistant	\$5,615	\$6,457	\$7,301	\$67,380	\$77,484	\$87,612
FS21	NE	Fire Support Administrative Specialist	\$6,027	\$6,933	\$7,838	\$72,324	\$83,196	\$94,056
FS35	NE	Fire Support Department Administrative Coordinator	\$6,537	\$7,681	\$8,826	\$78,444	\$92,172	\$105,912
FS25	NE	Fire Support Program Coordinator	\$7,248	\$8,337	\$9,423	\$86,976	\$100,044	\$113,076
FS30	NE	Fire Mechanic	\$7,383	\$8,489	\$9,595	\$88,596	\$101,868	\$115,140
FS40	NE	Fire Apparatus Program Supervisor	\$8,489	\$9,762	\$11,035	\$101,868	\$117,144	\$132,420



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-194
Type: Staff Report

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

Executive	Lisa Maher	425.556.2427
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
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TITLE:
Overview of Environmental Substantiality Action Plan 2025 Update

OVERVIEW STATEMENT:
In 2025, Redmond will update the 2020 Environmental Sustainability Action Plan (ESAP). The goal of the update process is to prioritize actionable strategies for the next five years, recalibrate the ESAP in alignment with Redmond 2050, and conduct inclusive engagement to catalyze community action.

During this item, staff will review the proposed scope for the 2025 ESAP update and solicit feedback from Council.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Environmental Sustainability Action Plan, Climate Emergency Declaration, Redmond 2050 Climate Resilience and Sustainability Element
- **Required:**
N/A
- **Council Request:**
Council requested an update at the September PES meeting.
- **Other Key Facts:**
 - The 2020 ESAP commits Redmond to refresh the plan every five years. This allows the City to evaluate new strategies and reprioritize efforts based on key performance indicator progress.
 - The City will leverage professional services for a portion of the update process. This is expected to include the technical analysis, facilitation, and plan writing. See the draft professional services scope of

work in Attachment A for more details.

- Additional project components include outreach and engagement support/capacity
- Key objectives for the Plan update include:
 - Align with Redmond 2050 and the Climate Resilience and Sustainability Element.
 - Co-create a prioritized, actionable 5-year workplan in partnership with community.
 - Establish a long-term plan to meet 2040 and 2050 sustainability goals.
 - Strengthen partnerships with stakeholders across the community to accelerate progress.
 - Improve transparency and community understanding of the ESAP in implementation.

OUTCOMES:

Staff anticipates the update process will conclude Q4 2025, and include an updated plan document, a dashboard or visualization of the plan, and tools to effectively communicate the plan.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous):**
 - 5/23/2024: Environmental Sustainability Advisory Committee (ESAC)
 - 10/16/2024: ESAC
 - 10/31/2024: ESAC Office Hours
 - 11/13/2024: ESAC Sub-Committee Meeting
- **Outreach Methods and Results:**
Environmental Sustainability Advisory Committee (ESAC) meetings, Office Hours
- **Feedback Summary:**
The ESAC serves as the advisory body informing the Plan update. Feedback from the ESAC to date includes a desire to leverage the update process to build community understanding and engagement; produce a clear report that helps all stakeholders understand their role in implementation; generate a plan and reporting structure that is user-friendly and increases transparency; and develop a plan that’s accessible to community members.

BUDGET IMPACT:

Total Cost:

\$175,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

2025/2026 Environmental Sustainability

Budget Priority:

Healthy and Sustainable

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

If yes, explain:

N/A

Funding source(s):

General Fund, grants

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
1/28/2025	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Time Constraints:

To meet the target adoption date of Q4 2025, staff must begin work as soon as possible.

ANTICIPATED RESULT IF NOT APPROVED:

Staff is soliciting feedback; approval is not being requested at this time.

ATTACHMENTS:

Attachment A: Draft Scope of Work

Attachment B: Presentation

DRAFT ESAP Refresh SOW

OVERVIEW

The City of Redmond (City) is updating the 2020 Environmental Sustainability Action Plan (Plan) with a vision that is bold, actionable, engaging, and capable of achieving deep emissions reductions in alignment with the Redmond [2050 Climate Resilience and Sustainability Element](#). The Plan will outline a five-year workplan and long-term roadmap for city and community decision-making that advances Redmond's pursuit of holistic sustainability and high quality of life. The updated Plan is expected to include:

1. A prioritized and concise action-oriented workplan that includes specific City of Redmond targets, strategies, actions, and timelines for the next five years and beyond.
2. Alignment with priorities from existing plans and strategies: Redmond 2050, Climate Emergency Declaration, 2025 Transportation Master Plan, Climate Vulnerability Assessment, City Operations Zero Carbon Strategy, etc.
3. Feedback from innovative and inclusive community engagement and education efforts.
4. A visually engaging and easy to understand plan that is relevant to multiple community perspectives and easily translatable to a variety of media for different audiences.

BACKGROUND

The City adopted its first comprehensive sustainability plan in 2020. The Environmental Sustainability Action Plan (ESAP) has and will continue to serve as the City's roadmap to reduce emissions to net zero by 2050 and enhance our natural systems for future generations. Implementation of the City's sustainability work is a cross-departmental effort, with representatives from each department playing a role in Redmond's progress towards its climate and sustainability goals.

The vision for the updated plan is to prioritize actions for the next 5 years (through 2030), educate and engage the community in a way that builds a network of implementers and catalyzes community action, and puts Redmond on a path to rapidly and equitably reduce greenhouse gas emissions to net zero and create a thriving, climate resilient community.

Key objectives for the update process include:

1. Create a data-informed 5-year workplan to meet 2030 goals.
2. Establish a long-term trajectory to meet 2040 and 2050 goals.
3. Simplify and prioritize strategies and actions to maximize impact and use of City's limited resources.
4. Align with Redmond 2050 and the Climate Resilience and Sustainability Element.
5. Educate and engage the community in an inclusive and innovative manner that catalyzes individual action.
6. Strengthen partnerships to accelerate progress.
7. Enhance reporting, transparency, and community engagement during Plan implementation.

SCOPE OF WORK

The City of Redmond is seeking consultants to work with staff, community members, regional partners, and other experts to update the 2020 Environmental Sustainability Action Plan and develop a comprehensive, robust, and innovative Plan that will:

1. Unify the City's sustainability initiatives, strategies, and plans.
2. Establish a set of cohesive sustainability strategies, an implementation plan, and metrics for measuring progress, and for improving Redmond's sustainability, and its contribution to regional and State strategies and initiatives.
3. Activate and engage residents, businesses and institutions with positive actions and tangible benefits.

4. Build on past momentum while also adjusting to reflect the needs and pressures to which the City must respond.

The updated Plan will be presented to the Redmond City Council for adoption by end of 2025. The total budget for this scope of work is up to \$130,000.

The work outlined in this scope will be complimented by additional community engagement and the development of a plan dashboard/tool. The goal of the complimentary work is to leverage the update process to build community understanding and engagement in ESAP implementation work long term.

The scope detailed below can be built upon. We invite your creativity in crafting an integrative approach that delivers the greatest possible benefit, and the greatest possible value. Consultants are permitted to bid on some or all aspects of the scope below.

1. Project Management

Regularly meet with the City's project team to coordinate data needs, access staff expertise, and ensure full understanding and agreement on scope specifications, including desired deliverable formats. Conduct meetings/presentations with Council, city leadership, staff, and community stakeholders advising on the progress of the Plan, as well as requesting any input needed from departments regarding Plan evaluation and monitoring responsibilities.

2. Facilitation and Outreach

Throughout the plan development, the consultant shall identify best practices for community and stakeholder engagement and education. The consultant will organize the outreach and engagement efforts at various points in the process. This process is anticipated to include three to five community events/gatherings and additional core team and committee meetings.

The engagement process will prioritize education and community input, with an acknowledgment that the public might have a low level of information about climate change and that accessible terms and language must be used. It is critical to connect the Plan to why and how community members should be involved, the benefits of climate action and the impacts of non-action, and to demonstrate that individual actions can make a difference. Multiple channels of outreach will be used to accommodate diverse communication styles (webinar, social media, in-person meetings, videos, etc.). Communications will be in multiple languages.

Throughout the drafting process, there will be several City Council Meetings, Commission and Committee meetings, and community workshops where input will be acquired. It is anticipated that City staff would lead stakeholder identification, scheduling, and logistics. The consultant would assemble and present content and lead facilitation of discussions.

Facilitation and Outreach Deliverables:

- a. Outreach material development
- b. Facilitate ongoing meetings, including:
 - i. City sustainability staff
 - ii. City Departments and Division staff
 - iii. Steering Committee (City staff)
 - iv. Environmental Sustainability Advisory Committee (approximately 4 meetings)
 - v. Community forums (approximately 3 forums), events, roundtable, and/or other meetings as identified by the consultant.

3. Technical Analysis and Action Development

The City seeks to develop an actionable, data-informed Plan with actions to reach its climate and sustainability goals. The consultant shall support the development of actions and analysis of key data, including:

- a. Develop an updated Business as Usual (BAU) forecast of emissions for the community and City operations if left unmitigated. The forecast should be consistent with policies, measures and actions taken at the Federal and State level.
- b. Develop a wedge analysis or equivalent to understand the contribution of individual strategies/actions toward the overall GHG reduction targets.
- c. Recalibrate targets and KPIs against City carbon neutrality goal, projected growth, and other Redmond 2050 assumptions.
- d. Review existing actions and develop a descriptive list of actions for achieving the 2030, 2040 and 2050 targets. The actions should include policies, programs, measures, projects, infrastructure where the City has control and key community member actions. The roadmap should seek to synergize mitigating emissions as well as adapting to current and future climate change impacts.
 - a. Quantify potential emission reduction/relevant KPI for each proposed strategy/action.
 - b. Quantify cost and benefit for each proposed strategy/action.
 - c. Identify associated co-benefits of each strategy/action.
 - d. Identify responsible City divisions, community institutions, etc.
 - e. Ensure that the collective actions positively impact all populations and move the city toward greater social equity.
 - f. Integrate considerations from the City's existing plans or opportunities for plans in development i.e. Redmond 2050, Housing Element, Transportation Master Plan, Economic Development Plan, Climate Vulnerability Assessment, Capital Improvement Strategy, Capital Facilities Strategy, etc.
- e. Provide an analysis of the staffing and budget needs required to implement and monitor the Plan programs and projects.
- f. Optional (please provide cost information): Conduct financial modeling of the Plan to show the potential costs and savings for residents and businesses.
- g. Optional (please provide cost information): Complete an economic analysis illustrating the impacts of the actions to Redmond's economy, as well as an assessment of the cost of doing nothing.

Technical Analysis Deliverables

- a. Inventory and Forecasting
 - a.1. Business as usual forecast
 - a.2. Wedge analysis
 - a.3. Cost analysis
- b. Development of Strategies and Actions
 - b.1. Proposed list of Plan strategies and actions
 - b.2. Analysis of Plan actions (impact, cost, co-benefits, staff resources, budget, etc.)
 - b.3. Final list of Plan strategies and actions

4. Report

The consultant will develop an updated Plan for the City and community for review and feedback. The Plan will be prioritized from the 2020 version, easily navigable, and will make effective use of infographics, typography, and photographs so that it is both accessible and informative for all audiences. The text will be concise and contain sufficient information that it is both understandable by the public and useable as a planning tool by City staff. Where appropriate, details may be added to an appendix.

The Plan will tie together the City's existing and developing sustainability initiatives and plans with community goals and be presented in a manner that helps demystify sustainability for the community. The

Plan will be developed in an open, transparent manner, balancing the interests of the entire community, and set a long-term vision with clear and compelling implementation pathways.

Report Deliverables

- a. Draft 2025 Environmental Sustainability Action Plan
- b. 2025 Environmental Sustainability Action Plan
- c. Excel tracking spreadsheet with all strategies and actions
- d. Optional (please provide cost information): PowerBI Dashboard to facilitate KPI tracking

5. **Communications and Marketing**

By the end of the project, the consultant shall develop a stylized Plan toolkit to support ongoing communication and outreach efforts around the Plan. This shall include, but not be limited to: infographics, icons, standard presentation slide deck, annual report template, graphs, one page summary of the Plan, and other visual tools to effectively communicate the Plan to the community.

Communications and Marketing Deliverables

- a. PowerPoint template
- b. Plan summary handout
- c. Annual report template
- d. Infographics, icons key graphs, and other stylized data

6. **Other As Needed Technical Assistance**

Provide other technical assistance to aid the City as requested at an hourly rate.

SCHEDULE

The City will provide the following items to the consultant to facilitate the Plan development:

- 1. A project manager (City Sustainability Program Manager)
- 2. An internal cross-departmental team of City employees (ESAP Refresh Core Team)
- 3. A public advisory committee (Environmental Sustainability Advisory Committee)
- 4. Data and supporting documents for all existing City community wide and municipal GHG inventories, including a 2023 greenhouse gas inventory completed by Cascadia consulting in Q4 2024 in preparation for the Plan update.
- 5. Access to all applicable City records.
- 6. Assistance with logistics and scheduling of stakeholder meetings.

The first draft of the Plan is due August 2025.

The final draft is due October/November 2025.

Below is a **sample schedule** but should be modified as needed in the proposal.

Preliminary Schedule	Tasks
Winter 2025	• To be updated when RFP is released
Spring 2025	•
Summer 2025	•
Fall 2025	•

1.

2025 Environmental Sustainability Action Plan Update

December 3, 2024

Jenny Lybeck, Sustainability Program Manager



Redmond
WASHINGTON

Purpose and Agenda

Purpose

Review scope for the 2025 Environmental Sustainability Action Plan (ESAP) update and solicit Council feedback.

Agenda

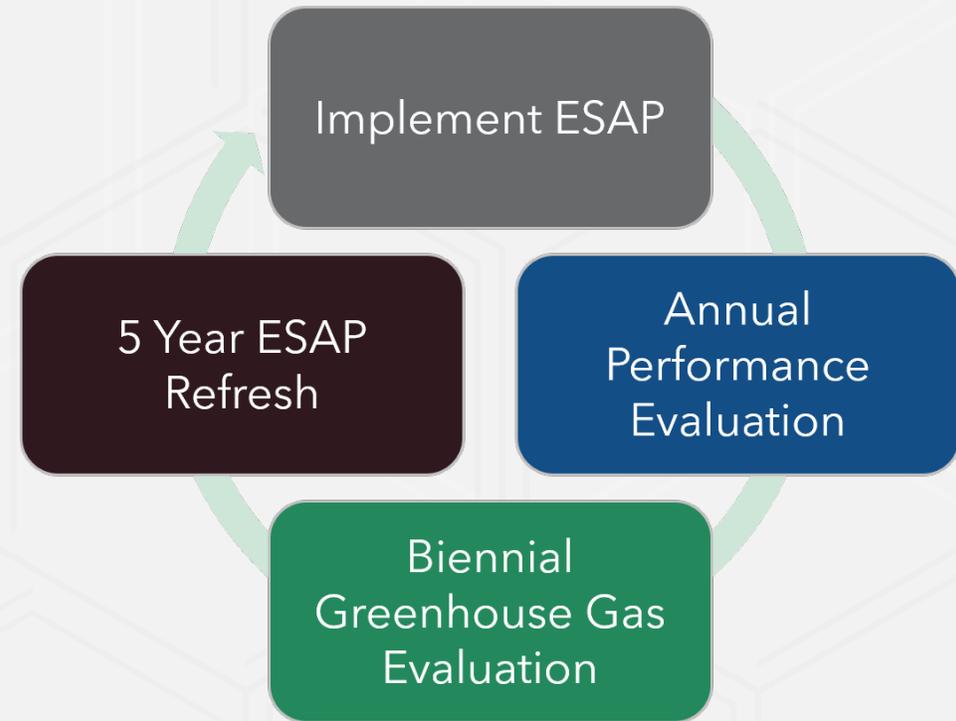
1. 2025 ESAP update background
2. Stakeholder feedback
3. Vision and outcomes
4. Timeline
5. Discussion



Project **Background**

Why 5-Year Updates

- ESAP commitment
- Technology changes
- State and local policy changes
- Community priorities
- KPI trends
- Funding landscape



ESAP Implementation Cycle

Strategic Direction and Planning Ecosystem



Redmond 2050

Growing Redmond in an inclusive and environmentally sustainable manner.



Climate Resilience and Sustainability Element

Vision to achieve a thriving and resilient community and environment, carbon neutrality.



Environmental Sustainability Action Plan

Near term implementation, long term vision towards Redmond 2050 priorities.



Other Functional Plans

Topic specific plans towards Redmond 2050 priorities.

Stakeholder **Feedback**

- Prioritize
- Focus on outcomes
- Build understanding and engagement
- Orient plan so everyone understands their role in implementation
- Increase transparency of plan implementation



ESAP Refresh Vision

Update the 2020 ESAP to prioritize actionable outcomes for the next 5 years, inclusively educate and engage the community, and build towards a resilient, sustainable Redmond.

ESAP Refresh Objectives

- Align with **Redmond 2050**.
- **Co-create** a **prioritized, actionable** 5-year workplan.
- Establish a **long-term plan** for 2040 and 2050 goals.
- **Strengthen partnerships** to accelerate progress.
- Improve **transparency** and **community understanding**.



Update Outcomes

- **2030 Workplan, 2050 Vision**

- Updated goals and strategies to align with Redmond 2050.
- GHG impact wedge analysis.
- Financial impact and resource modeling.
- 5-year actionable workplan, long term pathway for 2050.

- **Engagement**

- Community engagement to build partnerships and co-implementers.
- Messaging and content that's relevant to all.

- **Plan Activation**

- Dashboard/tool to facilitate transparent and data driven implementation.
- Easily understandable plan and communications materials.

Stakeholder Roles



General Public

- Build on Redmond 2050 outreach.
- Educate + engage to cultivate action.



Community Partners

- Build on Redmond 2050 feedback.
- Educate + engage to cultivate partnerships in implementation.



Environmental Sustainability Advisory Committee

- Primary external committee to guide plan development.
- Support outreach and provide technical guidance
- Recommend Plan



Project Team

- Action input and review
- Prioritization
- Integration with existing plans



Sustainability Steering Committee

- Strategic guidance
- Recommend Plan

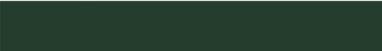


Council

- Strategic guidance
- Approve Plan

Draft Timeline

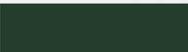
AUG - NOV 24
Scope Development



FEB - APRIL 25
Outreach
Action input



AUG - SEPT 25
Finalize Deliverables



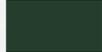
DEC - FEB 25
RFP



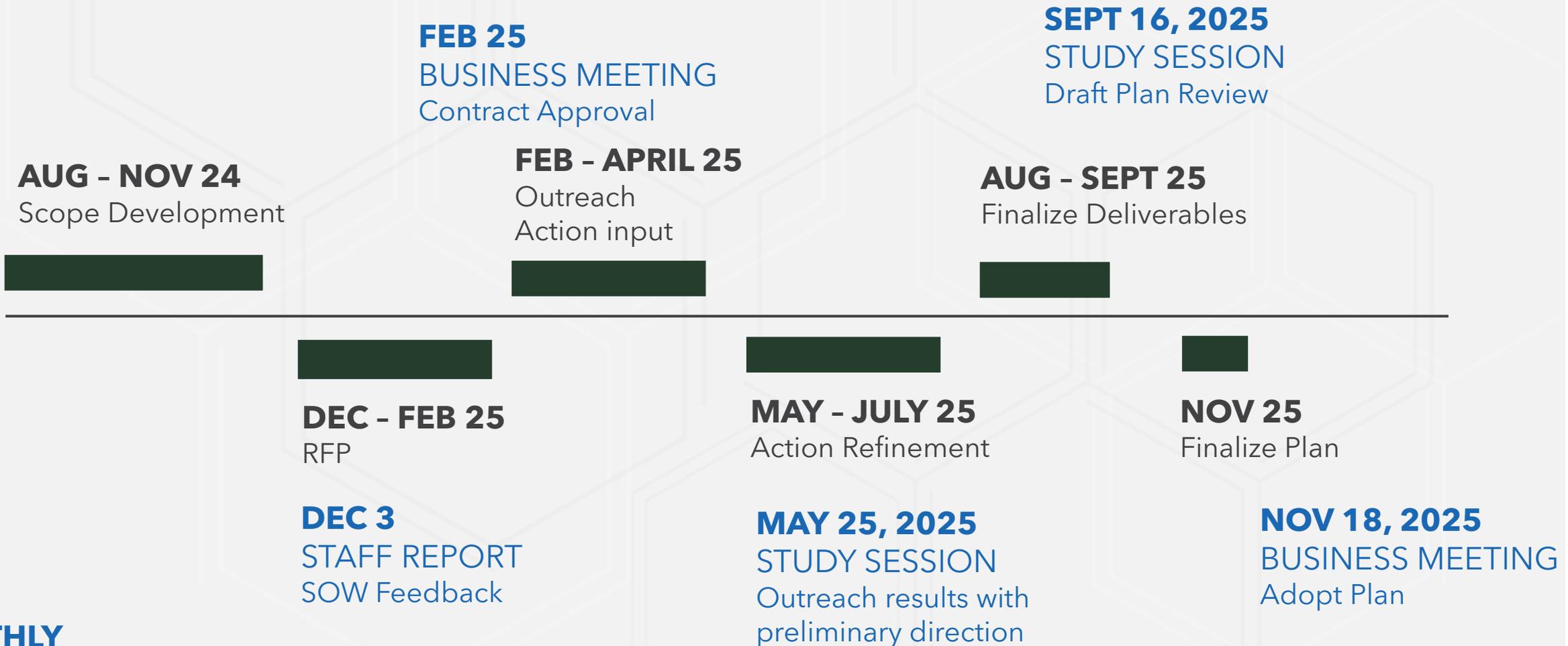
MAY - JULY 25
Action Refinement



NOV 25
Finalize Plan



Draft Timeline - Council Touchpoints



MONTHLY

COW - Updates through ESAP Implementation Memos

Discussion

Does this align with community and Council priorities?



Thank you

Any Questions?





Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-195
Type: Unfinished Business

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

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Vangie P. Garcia	Deputy Director
Public Works	Paul Cho	Traffic Operations and Safety Engineering Manager
Public Works	Patty S. Criddle	Transportation Engineering Supervisor

TITLE:

Adoption of an Ordinance for PSE Power and Gas Franchise Agreement

1. Ordinance No. 3207: An Ordinance Granting Puget Sound Energy, Inc., a Washington Corporation, its Successors and Assigns, the Right, Privilege, Authority and Franchise to Set, Erect, Lay, Construct, Extend, Support, Attach, Connect, Maintain, Repair, Replace, Enlarge, Operate and Use Facilities In, Upon, Over, Under, Along, Across and Through the Franchise Area to Provide for the Transmission, Distribution, and Sale of Gas and Energy for Power, Heat, Light, and Such Other Purposes for Which Gas and Energy May be Used

OVERVIEW STATEMENT:

The City of Redmond (COR) and Puget Sound Energy (PSE) wish to enter into a new franchise agreement that grants PSE the right to construct, operate, and maintain power and gas facilities within the city’s right of way (ROW). The current franchise agreement expired in 2018.

On November 4, 2024, the proposed PSE Franchise Agreement to continue to provide gas and electric service with the City was introduced for City Council consideration.

The PSE Franchise Agreement has been modified to include the word “remove” at the request of a council member at the November 19, 2024, regular business meeting. The word “remove” has been added to Section 3.1 as follows:

The City hereby grants to PSE the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, **remove**, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of gas and energy for power, heat, light, and such other purposes for which gas and energy may be used.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
RCW 35A.47.040 authorizes the City to permit and regulate under such restrictions and conditions as it may set by charter or ordinance and to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service.
RCW 80.01.040 outlines the powers and duties of the Washington Utilities and Transportation Commission (WUTC) and includes responsibility to “Regulate in the public interest, as provided by the public service laws, the rates, services, facilities, and practices of all persons engaging within this state in the business of supplying any utility service or commodity to the public for compensation.”
RCW 80.28 outlines the regulations of gas, electrical, and water companies. PSE has tariffs on file with the WUTC which govern their gas operations. See [PSE | Natural Gas Tariffs & Rules](https://www.pse.com/en/pages/rates/gas-tariffs-and-rules) <<https://www.pse.com/en/pages/rates/gas-tariffs-and-rules>>. There are additional preemption arguments centered around the federal **Energy Policy & Conservation Act, or EPCA**, which preempts state and local governments from setting standards “concerning the energy efficiency, energy use, or water use of” products regulated by EPCA. The 9th circuit recently invalidated a Berkeley, CA ordinance seeking to prohibit new building construction with gas connections under these preemption grounds.
- **Required:**
Franchises are required to have a majority of Council vote in the affirmative (RCW 35A.47.040).
- **Council Request:**
N/A
- **Other Key Facts:**
The existing PSE electric franchise agreements has expired.

OUTCOMES:

An updated franchise agreement sets the expectations for a transparent process and partnership between the City and PSE when it comes to operations, restoration, and relocations within the City’s rights-of-way. Under the advice of the attorneys, the language regulating to extend and enlarge gas facilities within the City has remained unchanged as the franchise agreement cannot regulate the utility. Staff will be at the Study Session to answer any further questions the Council may have.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
N/A

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

If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/4/2024	Business Meeting	Receive Information
11/19/2024	Business Meeting	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The previous franchise agreement with PSE has expired and both parties have been working on the updated agreement to minimize the time of working in partnership under terms of an expired agreement. Franchise Agreement approval is requested immediately after the City and PSE have agreed to any proposed language changes.

ANTICIPATED RESULT IF NOT APPROVED:

Continue operating without an executed franchise agreement is not beneficial to the City or its right-of-way.

ATTACHMENTS:

Attachment A: Redline of Proposed PSE Power and Gas Franchise Ordinance

Attachment B: Proposed PSE Power and Gas Franchise Ordinance

ORDINANCE NO. ____

AN ORDINANCE granting Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution, and sale of gas and energy for power, heat, light, and such other purposes for which gas and energy may be used.

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Definitions.

1.1 Where used in this franchise (the “Franchise”), the following terms will have the meaning set forth in this Section 1. Other terms are defined elsewhere in this Franchise.

1.1.1 “City” means the City of Redmond, Washington, a code city of the State of Washington.

1.1.2 “City Council” means the Redmond City Council, or its successor, the governing body of the City of Redmond, Washington.

1.1.3 “Decommissioned Pole” means a utility pole Facility that is located in the Franchise Area and is no longer needed to provide a Regulated Service.

1.1.4 “Dispute” means any and all claims, controversies or disputes arising between the Parties relating to or in connection with this Franchise.

1.1.5 “Environmental Laws” means any and all State and federal Laws relating to the protection of human health and the environment, including those relating to the generation, use, handling, transportation, storage, release, discharge or disposal of Hazardous Substances, such as the Hazardous Waste Cleanup - Model Toxics Control Act, Chapter 70A.305 RCW.

1.1.6 “Facilities” means, collectively and as applicable, any and all of the following facilities that are owned, operated, or maintained by PSE: (i) natural gas distribution facilities and systems, including gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, meters, meter-reading devices and infrastructure (including advanced metering infrastructure), and related communication systems used in connection with electric and gas systems; (ii) electric transmission and distribution facilities and systems, including poles (with or without crossarms), wires, lines, conduits, cables, braces, guys, anchors and vaults, meter-reading devices and infrastructure (including advanced metering infrastructure), and related communication systems used in connection with electric and gas systems; and (iii) any and all other equipment, appliances, attachments, appurtenances, and other facilities or items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located above ground or underground.

1.1.7 “Force Majeure Event” means any event or circumstance (or combination thereof) that: (i) delays or prevents performance by a Party of any of its obligations under this Franchise; (ii) is not caused by, and is beyond the reasonable control of, the affected Party; and (iii) could not have been prevented or overcome by commercially reasonable measures taken by the affected Party to avoid the effect of the event or circumstance on the affected Party’s ability to perform its obligations hereunder and the affected Party attempted to mitigate the consequences of the event or circumstance. Force Majeure Events may include the following: (a) acts of nature, including storms; (b) epidemics and pandemics; (c) acts of public enemies, terrorism, war, rioting, insurrection or sabotage; (d) any form of compulsory federal or State government action; (e) accidents or other casualties causing damage, loss or delay; (f) labor disturbances, strikes, lock-outs or other industrial actions affecting the Parties or any of their contractors, subcontractors, agents or employees; and (g) supply chain disruptions, shortages in materials, or similar events delaying or preventing the procurement of certain materials.

1.1.8 “Franchise Area” means the Rights-of-Way within the jurisdictional boundaries of the City.

1.1.9 “Hazardous Substances” means any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant that is specifically designated as such and regulated by any Environmental Law.

1.1.10 “Law” means any and all federal, State or municipal law, code, statute, ordinance, rule, tariff, regulation or other requirement that is applicable to a Party or its activities under this Franchise and is accorded the full force and effect of law and is binding upon such Party.

1.1.11 “Ordinance” means Ordinance No. _____, which sets forth the terms and conditions of this Franchise.

1.1.12 “Party” means, as applicable, PSE or the City, and “Parties” means, collectively, PSE and the City.

1.1.13 “PSE” means Puget Sound Energy, Inc., a Washington corporation, and its successors and assigns.

1.1.14 “Public Improvement Project” means a capital improvement project within the Franchise Area that requires the relocation of Facilities within the Franchise Area, is funded by the City (either with its own funds or with other public monies obtained by the City for such capital improvement project), and is undertaken by the City.

1.1.15 “Regulated Service” means any utility, telecommunications, gas, electric, or similar service that is subject to the jurisdiction of one or more federal or State agencies that regulate the terms and conditions for such service (including the Federal Energy Regulatory Commission and the UTC).

1.1.16 “Right-of-Way” or “ROW” means any and all of the roads, streets, avenues, alleys, and highways of the City as now laid out, platted, dedicated or improved; and any and all roads, streets, avenues, alleys and highways that may hereafter be laid out, platted, dedicated or improved within the limits of the City.

1.1.17 “State” means the State of Washington.

1.1.18 “Term” means the term of this Franchise as defined in Section 19 (Franchise Term).

1.1.19 “UTC” means the Washington Utilities and Transportation Commission, and any successor agency with jurisdiction over the terms and conditions of any gas or energy services provided by PSE to its customers.

Section 2. Non-Exclusive Franchise.

2.1 This non-exclusive Franchise shall in no way prevent, inhibit, or prohibit the City from using or modifying any of the Franchise Area, in a manner that is consistent with Law and the terms and conditions of this Franchise, for any City purpose.

2.2 Nothing in this Franchise constitutes any representation or warranty, whether express or implied, by the City to PSE as to the condition of the Franchise Area, including its merchantability or fitness for any purpose.

Section 3. Grant of Rights.

3.1 The City hereby grants to PSE the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, remove, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of gas and energy for power, heat, light, and such other purposes for which gas and energy may be used.

3.2 This Franchise is not, and will not be deemed to be, an exclusive Franchise. This Franchise will not in any manner prohibit the City from granting other and further franchises over, upon, under and along the Franchise Area that do not interfere with PSE’s rights under this Franchise. This Franchise will not affect the jurisdiction of the City over the Franchise Area and will not limit or constrain the exercise of the City’s police powers, or prohibit or prevent the City from using the Franchise Area, in a manner that is consistent with Law and the terms and conditions of this Franchise.

3.3 PSE will exercise its rights within the Franchise Area in accordance with Law; except, that in the event of any conflict or inconsistency between any municipal law, code, statute, ordinance, rule, regulation, policy or other requirement of the City and the terms and conditions of this Franchise, the terms and conditions of this Franchise will govern and control.

3.4 This Franchise will not convey any right to PSE to install any Facilities on, under, over or across, or to otherwise use, any City-owned properties or City-leased properties of any kind that are located outside the Franchise Area. Further, this Franchise will not govern or apply to any Facilities located on any PSE-owned or PSE-leased properties or any easements (whether inside or outside of the Franchise Area, whether granted by a private or public entity, and whether now existing or hereafter acquired), and such Facilities are not, and will not be deemed to be, located pursuant to rights derived from this Franchise.

3.5 Facilities that were installed or maintained by PSE in accordance with a prior franchise agreement between PSE and the City, but that are not within the Franchise Area under this Franchise, may be maintained, repaired, and operated by PSE at the location such Facilities exist as of the Effective Date; except, that no such Facilities may be enlarged, improved, or expanded by PSE without the prior review and written approval of the City pursuant to and consistent with Law.

Section 4. PSE's Use and Occupancy of the Franchise Area.

4.1 The construction, operation and maintenance of Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary work contiguous to such Facilities in a manner that is consistent with Law and the terms and conditions of this Franchise.

4.2 All work performed on Facilities within the Franchise Area will be accomplished in a good and workmanlike manner, with due regard for safety, by means that, to the extent practicable, minimize interference with the free passage of pedestrian or vehicle traffic, and by methods that allow for reasonable access to adjoining property, whether public or private. PSE will post and maintain proper barricades, flags, flaggers, lights, flares, safety devices, and other measures as required by Law. If any work by PSE (or any of its contractors of any tier) on Facilities within the Franchise Area under this Franchise impairs the lateral support of the Franchise Area or adjacent properties, PSE will take such action as is reasonably necessary to restore and maintain the lateral support of the Franchise Area or such adjacent properties.

4.3 Prior to PSE engaging in any work on Facilities located within the Franchise Area, PSE will apply for all City permits required to do such work. In addition, PSE will, except to the extent contrary to or inconsistent with the terms and conditions of this Franchise, comply with all requirements and conditions of such permits and will pay all City permit fees applicable to such permits. If Facilities within the Franchise Area are in such a condition so as to endanger the property, life, health, or safety of any individual or threaten system integrity, or are otherwise compromised, in each case as reasonably determined by PSE, PSE may take prompt action to correct the dangerous condition without first obtaining any required City permits on the condition that PSE applies for any such permit(s) as soon as reasonably practicable after taking such action. If the City discovers an emergency situation involving any Facilities, the City will promptly notify PSE, and PSE will address the emergency situation pursuant to this Section 4.3.

4.4 PSE shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable electric and gas service within the Franchise Area, and will coordinate with the City with respect to such placement through the applicable permitting process of the City. To the extent practicable, when installing Facilities within the Franchise Area under this Franchise, PSE shall maintain separation from other existing utilities and communications facilities installed in the Franchise Area as reasonably prescribed by the Redmond Municipal Code, the National Electrical Safety Code and prevailing industry standards.

4.5 All PSE Facilities and all construction or maintenance work pertaining to the Facilities in the Franchise Area shall be the responsibility of PSE.

4.6 PSE will, after completing any installation, construction, relocation, maintenance, removal or repair of any of the Facilities within the Franchise Area pursuant to this Franchise, restore the affected Franchise Area and any adjacent areas within the Franchise Area that may be damaged or disturbed by PSE's work to as good or a better condition as such area or property was in immediately prior to the applicable work. The Public Works Department shall have the final authority to determine the adequacy of the restoration performed in accordance with the requirements set forth herein, provided that the Public Works Department shall not unreasonably withhold such an adequacy determination. The City will not impose any fee, fine, charge, or other cost or expense on PSE for any such damage or disturbance if such restoration work is completed to the reasonable satisfaction of the City. If such restoration work is not done in accordance with this Section 4.6 and to the reasonable satisfaction of the City, the City may notify PSE in writing that it wishes to perform such restoration work. If the City and PSE agree in writing that the City will perform such restoration work, the City will perform such restoration work in accordance with this Section 4.6, and PSE will reimburse the City for the actual, reasonable costs incurred by the City in performing such restoration work within sixty (60) days after PSE's receipt of an undisputed, itemized invoice of the City's incurred costs.

4.7 Before PSE commences any work under this Franchise which may disturb any existing monuments or markers relating to subdivisions, tracts, streets, highways, plats, roads, or surveys, PSE shall reference all such monuments and markers consistent with Laws. All markers and monuments which are to be disturbed or displaced by any such work will be restored consistent with Law.

4.8 PSE will have the right to cut, clear, prune and remove vegetation encroaching on, overhanging, or growing into Facilities within the Franchise Area so as to prevent such vegetation from coming in contact with such Facilities and to maintain safe and reliable operations of such Facilities. The exercise of such right will be subject to the City's prior written approval, which will not be unreasonably withheld, conditioned, or delayed. PSE's tree trimming activities will preserve the appearance, integrity, and health of the trees to the extent reasonably possible. Except in emergency situations or as otherwise approved by the City, PSE will (i) be responsible for all debris removal from such activities and (ii) ensure such work is performed under the direction of a certified arborist.

Except for work undertaken pursuant to Section 4.3, PSE may not prune trees at a point below twenty (20) feet above the finished grade of the applicable Franchise Area until written notice has been given to the owner or occupant of the premises abutting the applicable Franchise Area in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at points twenty (20) feet above the finished grade of the applicable Franchise Area at their own expense. If the pruning does not take place within the agreed upon time frame or is not sufficiently done by such owner or occupant, in PSE's sole discretion, PSE may prune such tree at its own expense.

4.9 If PSE intends to use chemical sprays to control or kill weeds and brush within the Franchise Area, prior written approval must be obtained from the City at least annually (which approval may be satisfied by the City's issuance of an applicable permit for such work). The City may limit or restrict the types, amounts, and timing of sprays within the Franchise Area if a significant negative impact on the aesthetics of the area is anticipated and such limitations or

restrictions are not in conflict with State Laws or prudent utility practices governing utility right-of-way maintenance.

4.10 The Parties acknowledge that PSE is subject to State and federal Laws that apply to its gas and energy operations and that certain information related to such operations is publicly available, including from or through the UTC. The City may review such information, including publicly available maintenance, safety, and inspection information related to Facilities, in its discretion.

4.11 Nothing in this Franchise is intended (nor will be construed) to relieve either Party of its respective obligations under Law with respect to determining the location of underground utility facilities, including Facilities.

Section 5. Planning and Coordination.

5.1 Each Party will exercise commercially reasonable efforts to coordinate construction work it may undertake within the Franchise Area with the other Party so as to promote the orderly and expeditious performance and completion of such work as a whole. In so doing, the Parties will undertake cooperative planning so as to promote the coordinated timing, location, and performance of such work within the Franchise Area. Upon the reasonable request of a Party, but not more often than annually (unless otherwise agreed upon by the Parties), the Parties will meet to discuss and coordinate future construction activities then being planned by either Party within the Franchise Area. Such discussions and coordination will be for informational purposes only and will not obligate either Party to undertake any specific improvements or other activities within the Franchise Area.

5.2 The City may, from time to time, request:

5.2.1 copies of certain available PSE plans for potential improvements to Facilities within the Franchise Area if and to the extent such information is needed by the City for its own project planning purposes, and

5.2.2 copies of certain available maps in use by PSE showing the approximate locations of Facilities within the Franchise Area if and to the extent such information is needed by the City for specific Right-of-Way management purposes.

Any such request by the City must be submitted by email to Map.Request@pse.com (or by such other method as PSE may reasonably direct, from time to time) and must be reasonable in scope and at intervals that minimize administrative burdens on both Parties. Any release of information to the City pursuant to this Section 5.2 will be subject to PSE's prior approval, which will not be unreasonably conditioned, withheld or delayed. Any information provided by PSE pursuant to this Section 5.2 will be for informational purposes only and will not obligate PSE to undertake any specific improvements or other activities within the Franchise Area, or be construed as a proposal to undertake any specific improvements or other activities within the Franchise Area. PSE does not warrant the accuracy of any information provided pursuant to this Section 5.2 and, to the extent the locations of Facilities are shown in any such information, such Facilities are shown in their approximate locations. Further, notwithstanding anything in this Franchise to the contrary,

PSE will have no obligation to disclose any records, documents, or other information that, in PSE's reasonable discretion: (i) are financial, commercial, or proprietary in nature, or (ii) constitute critical energy infrastructure information as regulated under the Federal Regulation and Development of Power - 16 U.S.C. § 791a, et seq.

Section 6. Records.

6.1 PSE shall maintain adequate records to document activities performed under this Franchise.

6.2 PSE shall maintain records to document the approximate location of its Facilities, including as-built plans and maps, as determined by PSE in its sole discretion.

6.3 If the City receives a request under the Public Records Act, Chapter 42.56 RCW, to inspect or copy any information provided by PSE in connection with this Franchise and the City reasonably determines that the release of such information is required pursuant to RCW 42.56, then the City shall notify PSE promptly in writing, and no later than five (5) days after the City identifies the applicable information, to allow PSE an opportunity to take action to prevent or limit the disclosure of such information. If PSE does not communicate in writing to the City, within ten (10) business days of receipt of the City's notice, its intent to take action to prevent the disclosure of such information, then the City may release the applicable information. If PSE provides notice pursuant to this Section 6.3 of its intent to take action, PSE will take all necessary actions to prevent or limit the proposed disclosure in a manner so as to ensure the City's response is not delayed or improper under the Public Records Act or Law.

Section 7. Joint Use of PSE Excavation.

Except in emergency situations, if PSE intends to make an excavation within the Franchise Area, PSE will, to the extent practicable, provide at least thirty (30) days written notice to the City and afford the City an opportunity to use such excavation if PSE: (i) receives a written request from the City to do so, (ii) such joint use would not unreasonably delay the work of PSE causing such excavation, and (iii) such joint use is arranged and accomplished upon terms and conditions reasonably satisfactory to PSE and the City.

Section 8. City Use of PSE Poles or Other Facilities in Franchise Area.

8.1 During the Term, the City may install and maintain City-owned equipment, fiber or wires on PSE-owned overhead electric distribution pole Facilities within the Franchise Area, subject to PSE's prior consent, which shall not unreasonably be withheld, and pursuant to a mutually agreed upon pole attachment agreement entered into between the City and PSE.

8.2 The City will install, operate, and maintain all City-owned facilities on PSE-owned overhead electric distribution pole Facilities within the Franchise Area at its sole risk and expense and will conduct all such activities in accordance with Law and consistent with such reasonable terms and conditions as PSE may specify from time to time (including requirements accommodating Facilities or the facilities of other parties having the right to use PSE's poles). For

the avoidance of doubt, PSE's obligations with respect to any such pole attachments by the City will be set forth in the applicable pole attachment agreement entered into between the City and PSE, and PSE will have no obligation under Section 12 (Indemnification) or Section 13 (Insurance) in connection with any City-owned facilities that are installed or maintained on PSE's pole Facilities. Nothing herein will require PSE to bear any cost or expense in connection with any such installation or use by the City.

Section 9. Decommissioned Facilities.

9.1 As of the Effective Date, PSE and third parties having attachments of wires, devices and other equipment to PSE-owned pole Facilities located within the Franchise Area will use the National Joint Utilities Notification System ("NJUNS") as the means of providing official notice of actions required to be taken and reporting of actions taken by such third parties with respect to such attachments. To the extent consistent with Law and at the request of the City, PSE will use commercially reasonable efforts (subject to the functional capabilities and limitations of NJUNS) to include the City as an interested party to any notification tickets submitted by PSE in NJUNS with respect to any PSE-owned pole Facilities located within the Franchise Area that are permanently no longer in use by PSE and which contain third-party attachments. The City may monitor activity associated with such third-party attachments through NJUNS.

9.2 If PSE determines that a PSE-owned pole Facility located within the Franchise Area is a Decommissioned Pole, PSE will notify the City of the same and such notice will establish the date by which such Decommissioned Pole will be removed from the Franchise Area. PSE will use commercially reasonable efforts to remove any such Decommissioned Pole from the Franchise Area within one hundred twenty (120) days after the date of such notice. If, however, upon receipt of any such notice from PSE, the City reasonably determines that such Decommissioned Pole unreasonably interferes with the free passage of pedestrian or vehicle traffic within the Franchise Area, the City will notify PSE of the same, and PSE will use commercially reasonable efforts to remove such Decommissioned Pole from the Franchise Area within thirty (30) days after the date of such notice from the City.

9.3 If the City reasonably determines that a PSE-owned pole Facility located within the Franchise Area is no longer in use by PSE or by any authorized third party, the City may request that PSE determine if such Facility constitutes a Decommissioned Pole within sixty (60) days' notice from the City. Upon receipt of such request, PSE will review the status of the Facility in question. If PSE determines such Facility to be a Decommissioned Pole, PSE will give the City notice thereof in accordance with Section 9.2. If PSE determines that such Facility is not a Decommissioned Pole, PSE will notify the City of the same, and such notice will explain the basis for making such determination. The Parties will work together to establish mutually agreeable procedures for the implementation of this Section 9.3 that achieve the Right-of-Way management objectives of the City in a manner that minimizes the administrative burdens on both Parties.

9.4 The Parties acknowledge that: (i) the removal of underground Facilities often causes significant disruptions to the Franchise Area, which may adversely impact the use of the affected Franchise Area and inconvenience the public, and (ii) an approach of decommissioning certain Facilities in place within the Franchise Area, consistent with prudent utility practice and this Franchise, could help the Parties reduce unnecessary disruptions to the Franchise Area while

maintaining the Parties' respective responsibilities under this Franchise with respect to such Facilities. Accordingly, PSE may, from time to time, elect to discontinue its use of underground Facilities within the Franchise Area with the City's prior written approval, and decommission such Facilities in place ("Decommissioned Underground Facilities"). In such event, PSE will notify the City of its decision to decommission such Facilities and will decommission such Facilities in place consistent with prevailing industry standards and Law. With respect to Decommissioned Underground Facilities that are gas Facilities, such decommissioning in place may include disconnecting such Decommissioned Underground Facilities from the operating natural gas system in accordance with Laws or prevailing industry standards, sealing such Decommissioned Underground Facilities, and rendering such Decommissioned Underground Facilities inert. In addition, for the avoidance of doubt, Decommissioned Underground Facilities within the Franchise Area remain subject to the terms and conditions of this Franchise, including Section 11 (Relocation of Facilities), Section 12 (Indemnification) and Section 13 (Insurance).

Section 10. Hazardous Substances.

10.1 PSE will only use Hazardous Substances within the Franchise Area incidental to PSE's normal business operations, and in all cases (i) limited to such quantities as may be required in its normal business operations, (ii) used, transported or stored in accordance with prevailing industry standards and Law, and (iii) used, transported or stored only for their intended use. In the event PSE or its contractors of any tier cause an unlawful release of Hazardous Substances within the Franchise Area, PSE will notify the City within twenty-four (24) hours after its discovery of such release.

10.2 PSE shall be responsible for promptly remediating any releases of Hazardous Substances caused by PSE or its contractors of any tier within the Franchise Area in accordance with Environmental Laws.

10.3 PSE shall timely prepare and submit any reports or communications required by Environmental Laws.

10.4 If PSE discovers Hazardous Materials in conducting actions authorized under this Franchise, PSE shall immediately or as soon thereafter as reasonably possible provide notice to the City by email and will provide notice to other government entities as required by Environmental Laws.

Section 11. Relocation of Facilities.

11.1 Whenever the City causes a capital improvement project to be undertaken by the City within the Franchise Area, and the City believes such project constitutes a Public Improvement Project that requires the relocation of then-existing Facilities within the Franchise Area (for purposes other than those described in Section 11.3), the City will provide to PSE, within a reasonable time prior to the commencement of such project:

11.1.1 written notice of the applicable project; and

11.1.2 reasonable plans and specifications sufficient, in PSE's discretion, to: (i) evaluate whether the proposed project constitutes a Public Improvement Project, including whether the relocation of any Facilities within the Franchise Area is necessary, and (ii) if the project is a Public Improvement Project that requires any such relocations, develop an initial system design for such Facilities in connection with such Public Improvement Project.

After receipt of such notice and such plans and specifications, the City and PSE will work together to review the plans and specifications provided pursuant to this Section 11.1 as well as any proposed relocation of Facilities for such Public Improvement Project. For any Facilities that must be relocated within the Franchise Area for such Public Improvement Project, PSE will perform such relocations at no charge to the City and in accordance with a schedule mutually agreed upon by the City and PSE. If the City requires the subsequent relocation of any such Facilities within five (5) years from the date of the initial relocation of such Facilities pursuant to this Section 11.1, the City will bear the entire cost of such subsequent relocation.

11.2 If the City and PSE agree upon a revised schedule for a relocation pursuant to Section 11.1, PSE shall complete the relocation in accordance with the agreed-upon schedule.

In the event PSE performs in good faith but is unable to complete relocation according to the schedule agreed to by the Parties due to delays, acts, or omissions attributable to the City or any third party or attributable to other circumstances beyond PSE's control, then PSE shall not be liable for its inability to timely complete such relocation pursuant to this Section 11.2 but PSE shall continue such relocation with all due diligence until completion.

11.3 Whenever (i) any public or private development within the Franchise Area, other than a Public Improvement Project, requires the relocation of Facilities within the Franchise Area to accommodate such development, or (ii) the City requires the relocation of Facilities within the Franchise Area for the benefit of any person or entity other than the City, then, in such event, PSE will have the right as a condition of such relocation, to require such person or entity to make payment to PSE, at a time and upon terms and conditions acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of such Facilities.

11.4 Any condition or requirement imposed by the City upon any person or entity, other than PSE, that requires the relocation of Facilities will be a relocation under Section 11.3 (including any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development).

11.5 Nothing in this Section 11 will require PSE to bear any cost or expense in connection with the location or relocation of any Facilities authorized by easement or other rights not derived from this Franchise, regardless of whether such easement or other rights are on public or private property and regardless of whether such easement or other rights extend to property within the Franchise Area.

Section 12. Indemnification.

12.1 PSE will defend, indemnify and hold harmless the City and its elected and appointed officials, officers, agents, and employees, from and against any and all actions or causes of action, claims and demands (and resulting damages, liabilities, monetary losses, costs, and expenses,

including reasonable attorneys' fees) made against the City or its elected and appointed officials, officers, agents, or employees on account of injury or death of any person or damage to property, to the extent such injury or damage is caused by the negligence or willful or intentional misconduct of PSE, its agents, employees or contractors of any tier, in exercising the rights granted to PSE by this Franchise. In the event any such claim or demand is presented to or filed with the City, the City must promptly notify PSE thereof in writing, and PSE will have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, or to defend the same at its sole cost and expense, by attorneys of its own election. In addition, in the event any suit or action is begun against the City based upon any such claim or demand, the City must likewise promptly notify PSE thereof in writing, and PSE will have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or to defend the same at its sole cost and expense, by attorneys of its own election. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of PSE and the City, its elected and appointed officials, officers, agents, and employees, PSE's indemnity obligations under this Section 12.1 shall apply only to the extent of the negligence of PSE.

12.2 The City shall cooperate fully with PSE, provided that: (a) any settlement or compromise is consistent with the terms of this Franchise; and (b) any terms or conditions of any settlement that in any way contractually obligates the City to take any action shall require the City's prior written approval.

12.3 It is further specifically and expressly understood that, solely to the extent required to enforce any indemnification under this Section 12, PSE waives any immunity it may have under RCW Title 51; except, that the foregoing waiver will not in any way preclude PSE from asserting such immunity directly against any of its own employees or such employees' estates or other representatives. The waiver set forth in this Section 12.3 has been specifically negotiated by the Parties.

12.4 The City's approval or acceptance of any work performed by PSE under this Franchise shall not be grounds for PSE's avoidance of its obligations contained in this Section 12.

Section 13. Insurance.

13.1 During the Term of this Franchise, and as long as PSE maintains Facilities in the Franchise Area, PSE will maintain the following insurance or self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to PSE in this Franchise or which may arise from, or in connection with, the performance of work hereunder by PSE, its agents, representatives, employees and contractors of any tier. PSE shall pay the costs of such insurance.

13.1.1 Commercial General Liability insurance with limits not less than two million dollars (\$2,000,000) per occurrence for liability arising from bodily injury or death, property damage, and public liability. Such coverage shall include Products-Completed Operations and stop-gap liability.

13.1.2 Automobile liability insurance for owned, non-owned and hired vehicles with a Combined Single Limit of two million dollars (\$2,000,000) for each accident.

13.1.3 Workers' compensation with statutory limits and employer's liability insurance with limits of not less than two million dollars (\$2,000,000).

13.1.4 Excess or Umbrella Liability Insurance extending over and providing coverage at least as broad as the commercial general liability, automobile liability, and employer's liability coverage required herein, in the amount of ten million dollars (\$10,000,000).

13.2 Nothing contained within these insurance requirements shall be deemed to limit the scope, application or limits of the coverage afforded by said policies, which coverage will apply to each named insured to the full extent provided by the terms and conditions of the policy(ies).

13.3 By requiring such minimum insurance, the City shall not be deemed or construed to have assessed the risks that may be applicable to PSE under this Franchise, nor shall such minimum limits be construed to limit any insurance coverage obtained by PSE. PSE shall assess its own risks and, if it deems appropriate or prudent, maintain greater limits and broader coverage.

13.4 The deductible and self-insured retention of the policies shall not limit PSE's liability to the City and shall be the sole responsibility of PSE.

13.5 The insurance policies required in this Franchise are to contain, or be endorsed to contain, the following provisions with respect to all liability policies except Workers' Compensation:

13.5.1 The City shall be covered as an additional insured with respect to liability arising out of activities performed by or on behalf of PSE in connection with this Franchise.

13.5.2 PSE's insurance coverage shall be primary insurance with respect to the City to the extent of PSE's negligent acts or omissions. Any insurance or self-insurance maintained by the City shall not contribute to PSE's insurance or benefit PSE in any way.

13.5.3 PSE's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

13.6 With respect to all policies outlined above, PSE shall provide to the City notice of suspension, cancellation, or material reduction in coverage within ten (10) business days after receiving notice of such action from its insurer. In such event, PSE shall obtain and furnish to the City evidence of replacement insurance policies to maintain compliance with the requirements of this Section 13.

13.7 Insurance is to be placed with insurers with an AM Best rating of no less than A-VII.

13.8 PSE shall furnish the City with certificates of insurance and endorsements, as applicable, or confirmation of self-insurance as required by this Franchise. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

13.9 PSE shall cause each and every PSE contractor of any tier exercising the rights granted to PSE under this Franchise to provide insurance coverage that complies with all applicable minimum requirements of the PSE-provided insurance as set forth in Sections 13.1.1, 13.1.2 and 13.1.3. PSE shall have sole responsibility for determining the Excess or Umbrella limits of coverage required to be obtained by such contractors of any tier.

13.10 PSE may maintain a self-insurance program for its liability exposures in this Franchise, which is consistent with good utility practice. PSE agrees to provide the City with at least thirty (30) days written notice of any material change in PSE's self-funded insurance program and a letter of self-insurance as adequate proof of coverage. If PSE decides to no longer maintain a self-insurance program for its liabilities, PSE must promptly notify the City in writing and provide certificates of insurance and corresponding endorsements evidencing the insurance requirements of this Section 13.

Section 14. Surety - Performance Bond.

14.1 Within thirty (30) days of the Effective Date of this Franchise, PSE shall furnish a performance bond issued by a corporate surety authorized to do surety business in the State of Washington, in an amount reasonably established by the City based on the nature and scope of the work being performed (but not to exceed one hundred thousand dollars [\$100,000.00]) with respect to the performance by PSE of its obligations under this Franchise relating to the restoration of the Franchise Area associated with its construction, installation, maintenance, or removal activities performed under this Franchise, or to reimburse the City for its direct costs associated with such restoration activities. Such financial security shall not be construed to limit PSE's liability to the bond amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at Law or in equity. If the performance bond is drawn upon by the City for any reason, PSE shall replenish the amount of the performance bond to its original amount within ten (10) business days after the surety approves and pays a draw upon the bond. PSE shall pay all premiums and costs associated with maintaining the performance bond and shall keep the bond in full force and effect at all times during the Term. The Parties agree that PSE's maintenance of the bond required herein shall not be construed to excuse PSE's failure to perform or limit the liability of PSE to the amount of the bond.

14.2 The City may reasonably require additional bonding from PSE for specific PSE projects that have a restoration value for public infrastructure or Right-of-Way as determined by the City that exceeds the amount of the bond specified above.

Section 15. Reservation of Easement in Event of Vacation.

In the event the City vacates any portion of the Franchise Area containing Facilities during the Term, the City will reserve an easement for such Facilities that are located in such vacated portion of the Franchise Area in a manner consistent with the City's vacation procedures, as applicable, and at no cost to PSE. The City will give PSE advance notice of its intent to vacate any portion of the Franchise Area and will consult with PSE regarding the terms and conditions of the easement to be reserved for Facilities.

Section 16. Force Majeure.

If performance of this Franchise, or of any obligation hereunder, is prevented or substantially restricted or interfered with by reason of a Force Majeure Event, the affected Party, upon giving notice to the other Party of the Force Majeure Event and its impact on the affected Party, will be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party must use commercially reasonable efforts to avoid or remove such causes of nonperformance under this Franchise and must continue performance hereunder whenever such causes are removed.

Section 17. Dispute Resolution.

17.1 A Dispute must be resolved in accordance with the dispute resolution procedures set forth in this Section 17. A Party will notify the other Party promptly following the occurrence or discovery of a Dispute. The initial mechanism to resolve a Dispute will be by negotiation between the Parties' representatives, so designated by the Parties by notice given pursuant to this Section 17.1.

17.2 If the Parties cannot resolve a Dispute satisfactorily within fifteen (15) business days after receipt of the initial notice in accordance with Section 17.1, either Party may thereafter deliver to the other Party notice initiating the dispute resolution procedures set forth in this Section 17.2. Such notice will (i) contain a detailed description of the issues in Dispute, (ii) identify the senior officers or administrators authorized to settle the Dispute on behalf of the Party providing such notice, and (iii) propose a date or dates, not more than thirty (30) days from the date of such notice (unless otherwise agreed by the Parties), that such officers or administrators are available for a meeting to resolve such Dispute. The recipient Party will, within ten (10) business days following receipt of notice pursuant to this Section 17.2, provide to the notifying Party a parallel schedule of availability of the recipient Party's senior officers or administrators authorized to settle the Dispute on behalf of the recipient Party. Following delivery of the respective senior officers' or administrators' schedules of availability, the senior officers or administrators so designated will engage in good-faith negotiations for a period of at least thirty (30) days after the first meeting between such officers or administrators (or such other time period as may be agreed upon by the Parties), to resolve the Dispute to the satisfaction of both Parties.

17.3 If at any time after the expiration of such thirty (30) day period (or such other time period as may be agreed upon by the Parties pursuant to Section 17.2), a Party determines that continued negotiations with the other Party will not result in a resolution of the Dispute, and if the Party reasonably believes that the other Party is in default of its obligations under this Franchise, such Party may serve upon the other Party a written order to comply with the provisions of this Franchise pursuant to Section 18 (Default).

17.4 Except as otherwise provided in Section 17.3, the Parties intend that the Parties exhaust, in good faith, the procedures for dispute resolution set forth in this Section 17 before a Party exercises any other right or remedy available under this Franchise or at law or in equity.

Section 18. Default.

Subject to the provisions of Section 17, if PSE fails to comply with any of the provisions of this Franchise, the City may serve upon PSE another written notice to so comply within sixty (60) days after the date on which such additional notice is given. If PSE is not in compliance with this Franchise after expiration of such sixty (60) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise; except, that if any failure to comply with this Franchise by PSE cannot be corrected with due diligence within such sixty (60) day period (PSE's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), the time within which PSE may so comply will be extended for such time as may be reasonably necessary and so long as PSE commences promptly and diligently to effect such compliance.

Section 19. Franchise Term.

19.1 The Term shall be for a period of ten (10) years from and after the Effective Date, unless forfeited, terminated, revoked or amended pursuant to the provisions of this Franchise.

19.2 The Term may be extended by the City's Public Works Department for up to two (2) additional periods of five (5) years each, if so requested by PSE in accordance with this Section 19. The request by PSE must be in writing and made to the City, not more than two (2) years nor less than one hundred eighty (180) days prior to the expiration of the then-current Term. Unless PSE receives written notice from the City prior to expiration of the then-current Term indicating the City has chosen to extend the term of this Franchise (and the length of the extension), then the then-current Term shall not be extended under this Section 19.2.

19.3 If PSE continues to use the Franchise Area after the expiration or termination of this Franchise, such continued use shall be subject to the terms and conditions of this Franchise. Said use shall not constitute a renewal of this Franchise.

Section 20. Franchise Fees and Taxes.

20.1 Pursuant to RCW 35.21.860, the City acknowledges that it is precluded from imposing a franchise fee upon light and power and gas distribution business, as defined in RCW 82.16.010, for use of the Right-of-Way, but that it is authorized to recover its actual administrative expenses pursuant to RCW 35.21.860. In the event of a change in state Law which allows the imposition of a franchise fee by the City upon an electric or natural gas distribution business for the use of the City's Rights-of-Way and the City wishes to impose such a fee for PSE's use of the Franchise Area pursuant to this Franchise, then the City may provide PSE with written notice that it wishes to commence negotiations to amend this Franchise to address any such fee proposed by the City, which notice will describe the proposed fee. Following PSE's receipt of such notice, the Parties will negotiate in good faith to agree upon the amount, type, and terms of any such franchise fee and will memorialize any such agreement between the Parties with respect to any such franchise fee in an amendment to this Franchise.

20.2 Nothing in this Franchise shall limit the City's exercise of its power of taxation in accordance with Law, as exists now or as later amended.

Section 21. Assignment.

PSE will not assign this Franchise to any unaffiliated third party without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, PSE will have the right, without such notice or such written acceptance, to mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders or financial institutions.

Section 22. No Waiver.

Failure of a Party to exercise any rights or remedies under this Franchise shall not constitute a waiver of any such right or remedy or any other right or remedy and shall not prevent the Party from pursuing such right or remedy or any other right or remedy at any future time.

Section 23. Eminent Domain.

Nothing in this Franchise precludes or limits the exercise of eminent domain by the City in accordance with and subject to applicable State Laws.

Section 24. Tariffs.

PSE is subject to regulation by the UTC, including provisions of any tariff on file and in effect with the UTC. This Franchise is subject to the provisions of any applicable tariff on file with the UTC (or its successor). In the event of any conflict or inconsistency between the provisions of this Franchise and any such tariff, the provisions of the tariff will control.

Section 25. Undergrounding of Electric Facilities.

PSE provides electric energy services on a non-preferential basis subject to and in accordance with tariffs on file with the UTC. Subject to the availability of such services in accordance with such tariffs, and if, during the Term, the City directs or otherwise requires PSE to underground overhead electric Facilities within the Franchise Area, such undergrounding will be arranged and accomplished subject to and in accordance with applicable tariffs. This Section 25 governs all matters related to the undergrounding of PSE's overhead electric Facilities within the Franchise Area pursuant to this Franchise.

Section 26. Miscellaneous.

26.1 Unless otherwise specifically provided by this Franchise, all notices, consents, requests, demands or other communications required or permitted by this Franchise must be in writing and given by personal delivery, email, or certified mail. All legal notices provided in connection with this Franchise, including notices relating to breach of this Franchise or a waiver of any right or obligation under this Franchise, however, must be in writing and sent to the notice address set forth in this Section 26.1 of the Party being notified. Such a notice will be deemed effective as follows: (i) if sent by certified mail, with return receipt requested, upon certified receipt; (ii) if sent by a

nationally recognized courier or mail service, delivery charges or postage prepaid, with delivery receipt requested, upon receipt; or (iii) if delivered personally, upon delivery.

To PSE: Municipal Liaison Manager
 Attn: Municipal Relations
 PO Box 97034
 Bellevue, WA 98009
 With a copy sent via email to: Municipal.Relations@pse.com

To the City: City of Redmond
 15670 NE 85th Street
 Redmond, WA 98052
 Attention: Public Works Director

With a copy to:

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

A Party may change its address for purposes of this Section 26.1 by giving written notice of such change to the other Party pursuant to this Section 26.1.

26.2 The headings of sections and subsections of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or subsections.

26.3 Terms defined in a given number, tense or form have the corresponding meaning when used in this Franchise in another number, tense or form. References containing terms such as “hereof,” “herein,” “hereto,” “hereinafter” and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Franchise taken as a whole. The terms “includes” or “including” will not be deemed limited by the specific enumeration of items, but will be deemed without limitation. The term “or” is not exclusive.

26.4 If any section, sentence, clause, phrase, or provision of this Franchise or the application of such to any person or circumstance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or is otherwise prohibited or rendered unenforceable by any State or federal Law, such invalidity, unconstitutionality, prohibition or unenforceability shall not affect any other section, sentence, clause, phrase, or provision of this Franchise. In such event, the remainder of this Franchise shall remain valid and in full force and effect. Upon such determination that any term or other provision is invalid, unconstitutional, prohibited, or rendered unenforceable as described in this Section 26.4, the Parties will negotiate in good faith to modify this Franchise so as to maintain the original intent of the Parties as closely as possible in an acceptable manner to

the end that rights and obligations contemplated under this Franchise are fulfilled to the greatest extent possible.

26.5 This Franchise may be amended only by a written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with Law and by their duly authorized representatives.

26.6 As provided by RCW 35.21.860, the City may recover from PSE actual administrative expenses incurred by the City that are directly related to receiving and approving permits and this Franchise, and to the inspecting of plans and construction, and, if necessary, for the preparation of a detailed statement pursuant to Chapter 43.21C RCW. As such expenses are incurred by the City, the City shall submit to PSE statements/billings for such expenses, and PSE will remit payment within sixty (60) days after its receipt and verification of such statements/billings.

26.7 Nothing in this Franchise will be construed to grant or create any rights or duties to any third party, nor any liability to or standard of care with reference to any third party. This Franchise will not grant or confer any right or remedy upon anyone, other than the City and PSE. No action may be commenced or prosecuted against either the City or PSE by any third party claiming as a third-party beneficiary of this Franchise.

26.8 The Parties will act in good faith and use commercially reasonable efforts to carry out their respective obligations under this Franchise.

26.9 This Franchise will be governed by, subject to and construed under the laws of the State of Washington.

26.10 Any action relating to this Franchise shall be brought in King County Superior Court or, in the case of a federal action, the United States District Court for the Western District of Washington in Seattle, unless an administrative agency has primary jurisdiction.

26.11 All terms and conditions of this Franchise that must be reasonably construed to survive the expiration or termination of this Franchise in order to give full force and effect to the intent of the Parties as set forth herein will survive the expiration or termination of this Franchise, regardless of whether such survival is expressly specified herein.

26.12 As of the Effective Date, this Franchise, including any Acceptance attached hereto, constitutes the entire agreement between the Parties, and supersedes all other prior agreements and understandings, oral and written, between the Parties, with respect to the subject matter hereof.

26.13 If a suit or other action is instituted in connection with any controversy arising out of this Franchise, each Party shall bear its own legal costs and attorneys' fees incurred in defending or bringing such suit or other action, including all appeals.

Section 27. Acceptance.

Within sixty (60) days from the final approval by the City Council and PSE’s receipt of written notice from the City of its execution of this Franchise, this Franchise may be accepted by PSE by executing this Franchise and filing the executed Franchise with the Redmond City Clerk, which act shall be deemed an unconditional written acceptance thereof. Unless this Franchise is accepted pursuant to this Section 27, this Franchise will be voidable at the discretion of the City.

Section 28. Effective Date.

This Ordinance will be effective on _____, 2025____, having been: (i) introduced to the City Council not less than five (5) days before its passage; (ii) first submitted to the City Attorney; (iii) published at least five (5) days prior to the effective date of this Ordinance and as otherwise required by Law; and (iv) passed at a regular meeting of the legislative body of the City of Redmond by a vote of a majority of the members on _____, 2025____. This Franchise will take effect as of the date of PSE’s written acceptance thereof (the “Effective Date”).

Signed and approved by the Mayor on the ____ day of _____, 2025_____.

_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

_____, City Attorney

Date: _____

HONORABLE MAYOR AND CITY COUNCIL
CITY OF REDMOND, WASHINGTON

In the matter of the application)
of Puget Sound Energy, Inc., a) Franchise Ordinance No. _____
Washington corporation, for a)
non-exclusive franchise to)
construct, operate and maintain)
gas and electric facilities in, upon,)
over, under, along, across and)
through the Franchise Area of)
the City of Redmond, Washington)

ACCEPTANCE

WHEREAS, the City Council of the City of Redmond, Washington, has granted a non-exclusive franchise to Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, by enacting Ordinance No. _____, bearing the date of _____, 2025 ____; and

WHEREAS, a copy of said Ordinance granting said franchise was received by Puget Sound Energy, Inc. on _____, 2025 ____, from said City of Redmond, King County, Washington.

NOW, THEREFORE, Puget Sound Energy, Inc., a Washington corporation, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of Redmond, King County, Washington.

IN TESTIMONY WHEREOF said Puget Sound Energy, Inc. has caused this written Acceptance to be executed in its name by its undersigned _____ thereunto duly authorized on this ____ day of _____, 2025 ____.

ATTEST: PUGET SOUND ENERGY, INC.

Title: _____ By: _____
Title: _____

Copy received for City of Redmond
on _____, 2025 ____

By: _____
City Clerk

NON-CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE GRANTING PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO PROVIDE FOR THE TRANSMISSION, DISTRIBUTION, AND SALE OF GAS AND ENERGY FOR POWER, HEAT, LIGHT, AND SUCH OTHER PURPOSES FOR WHICH GAS AND ENERGY MAY BE USED

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Definitions.

1.1 Where used in this franchise (the "Franchise"), the following terms will have the meaning set forth in this Section 1. Other terms are defined elsewhere in this Franchise.

1.1.1 "City" means the City of Redmond, Washington, a code city of the State of Washington.

1.1.2 "City Council" means the Redmond City Council, or its successor, the governing body of the City of Redmond, Washington.

1.1.3 "Decommissioned Pole" means a utility pole Facility that is located in the Franchise Area and is no longer needed to provide a Regulated Service.

1.1.4 "Dispute" means any and all claims, controversies or disputes arising between the Parties relating to or in connection with this Franchise.

1.1.5 "Environmental Laws" means any and all State and federal Laws relating to the protection of human health and the environment, including those relating to the generation, use, handling, transportation, storage, release, discharge or disposal of Hazardous Substances, such as the Hazardous Waste Cleanup - Model Toxics Control Act, Chapter 70A.305 RCW.

1.1.6 "Facilities" means, collectively and as applicable, any and all of the following facilities that are owned, operated, or maintained by PSE: (i) natural gas distribution facilities and systems, including gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, meters, meter-reading devices and infrastructure (including advanced metering infrastructure), and related communication systems used in connection with electric and gas systems; (ii) electric transmission and distribution facilities and systems, including poles (with or without crossarms), wires, lines, conduits, cables, braces, guys, anchors and vaults, meter-reading devices and infrastructure (including advanced metering infrastructure), and related communication systems used in connection with electric and gas systems; and (iii) any and all other equipment, appliances, attachments, appurtenances, and other facilities or items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located above ground or underground.

1.1.7 "Force Majeure Event" means any event or circumstance (or combination thereof) that: (i) delays or prevents performance by a Party of any of its obligations under this Franchise; (ii) is not caused by, and is beyond the reasonable control of, the affected Party; and (iii) could not have been prevented or overcome by commercially reasonable measures taken by the affected Party to avoid the effect of the event or circumstance on the affected Party's ability to perform its obligations hereunder and the affected Party attempted to mitigate the consequences of the event or circumstance. Force Majeure Events may include the following: (a) acts of nature, including storms; (b) epidemics and pandemics; (c) acts of public enemies, terrorism, war, rioting, insurrection or sabotage; (d) any form of compulsory federal or State government action; (e) accidents or other casualties causing damage, loss or delay; (f) labor disturbances, strikes, lock-outs or other industrial actions affecting the Parties or any of their contractors, subcontractors, agents or employees; and (g) supply chain disruptions, shortages in materials, or similar events delaying or preventing the procurement of certain materials.

1.1.8 "Franchise Area" means the Rights-of-Way within the jurisdictional boundaries of the City.

1.1.9 "Hazardous Substances" means any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant that is specifically designated as such and regulated by any Environmental Law.

1.1.10 "Law" means any and all federal, State or municipal law, code, statute, ordinance, rule, tariff, regulation or other requirement that is applicable to a Party or its activities under this Franchise and is accorded the full force and effect of law and is binding upon such Party.

1.1.11 "Ordinance" means Ordinance No. _____, which sets forth the terms and conditions of this Franchise.

1.1.12 "Party" means, as applicable, PSE or the City, and "Parties" means, collectively, PSE and the City.

1.1.13 "PSE" means Puget Sound Energy, Inc., a Washington corporation, and its successors and assigns.

1.1.14 "Public Improvement Project" means a capital improvement project within the Franchise Area that requires the relocation of Facilities within the Franchise Area, is funded by the City (either with its own funds or with other public monies obtained by the City for such capital improvement project), and is undertaken by the City.

1.1.15 "Regulated Service" means any utility, telecommunications, gas, electric, or similar service that is subject to the jurisdiction of one or more federal or State agencies that regulate the terms and conditions for such service (including the Federal Energy Regulatory Commission and the UTC).

1.1.16 "Right-of-Way" or "ROW" means any and all of the roads, streets, avenues, alleys, and highways of the City as now laid out, platted, dedicated or improved; and any and all roads, streets, avenues, alleys and highways that may hereafter be laid out, platted, dedicated or improved within the limits of the City.

1.1.17 "State" means the State of Washington.

1.1.18 "Term" means the term of this Franchise as defined in Section 19 (Franchise Term).

1.1.19 "UTC" means the Washington Utilities and Transportation Commission, and any successor agency with jurisdiction over the terms and conditions of any gas or energy services provided by PSE to its customers.

Section 2. Non-Exclusive Franchise.

2.1 This non-exclusive Franchise shall in no way prevent, inhibit, or prohibit the City from using or modifying any of the

Franchise Area, in a manner that is consistent with Law and the terms and conditions of this Franchise, for any City purpose.

2.2 Nothing in this Franchise constitutes any representation or warranty, whether express or implied, by the City to PSE as to the condition of the Franchise Area, including its merchantability or fitness for any purpose.

Section 3. Grant of Rights.

3.1 The City hereby grants to PSE the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, remove, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of gas and energy for power, heat, light, and such other purposes for which gas and energy may be used.

3.2 This Franchise is not, and will not be deemed to be, an exclusive Franchise. This Franchise will not in any manner prohibit the City from granting other and further franchises over, upon, under and along the Franchise Area that do not interfere with PSE's rights under this Franchise. This Franchise will not affect the jurisdiction of the City over the Franchise Area and will not limit or constrain the exercise of the City's police powers, or prohibit or prevent the City from using the Franchise Area, in a manner that is consistent with Law and the terms and conditions of this Franchise.

3.3 PSE will exercise its rights within the Franchise Area in accordance with Law; except, that in the event of any conflict or inconsistency between any municipal law, code, statute, ordinance, rule, regulation, policy or other requirement of the City and the terms and conditions of this Franchise, the terms and conditions of this Franchise will govern and control.

3.4 This Franchise will not convey any right to PSE to install any Facilities on, under, over or across, or to otherwise use, any City-owned properties or City-leased properties of any kind that are located outside the Franchise Area. Further, this Franchise will not govern or apply to any Facilities located on any PSE-owned or PSE-leased properties or any easements (whether inside or outside of the Franchise Area, whether granted by a private or public entity, and whether now existing or hereafter acquired), and such Facilities are not, and will not be deemed to be, located pursuant to rights derived from this Franchise.

3.5 Facilities that were installed or maintained by PSE in accordance with a prior franchise agreement between PSE and the City, but that are not within the Franchise Area under this Franchise, may be maintained, repaired, and operated by PSE at the location such Facilities exist as of the Effective Date; except, that no such Facilities may be enlarged, improved, or expanded by PSE without the prior review and written approval of the City pursuant to and consistent with Law.

Section 4. PSE's Use and Occupancy of the Franchise Area.

4.1 The construction, operation and maintenance of Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary work contiguous to such Facilities in a manner that is consistent with Law and the terms and conditions of this Franchise.

4.2 All work performed on Facilities within the Franchise Area will be accomplished in a good and workmanlike manner, with due regard for safety, by means that, to the extent practicable, minimize interference with the free passage of pedestrian or vehicle traffic, and by methods that allow for reasonable access to adjoining property, whether public or private. PSE will post and maintain proper barricades, flags, flaggers, lights, flares, safety devices, and other measures as required by Law. If any work by PSE (or any of its contractors of any tier) on Facilities within the Franchise Area under this Franchise impairs the lateral support of the Franchise Area or adjacent properties, PSE will take such action as is reasonably necessary to restore and maintain the lateral support of the Franchise Area or such adjacent properties.

4.3 Prior to PSE engaging in any work on Facilities located within the Franchise Area, PSE will apply for all City permits required to do such work. In addition, PSE will, except to the extent contrary to or inconsistent with the terms and conditions of this Franchise, comply with all requirements and conditions of such permits and will pay all City permit fees applicable to such permits. If Facilities within the Franchise Area are in such a condition so as to endanger the property, life, health, or safety of any individual or threaten system integrity, or are otherwise compromised, in each case as reasonably determined by PSE, PSE may take prompt action to correct the dangerous condition without first obtaining any required City permits on the condition that PSE applies for any such permit(s) as soon as reasonably practicable after taking such action. If the City discovers an emergency situation involving any Facilities, the City will promptly notify

PSE, and PSE will address the emergency situation pursuant to this Section 4.3.

4.4 PSE shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable electric and gas service within the Franchise Area, and will coordinate with the City with respect to such placement through the applicable permitting process of the City. To the extent practicable, when installing Facilities within the Franchise Area under this Franchise, PSE shall maintain separation from other existing utilities and communications facilities installed in the Franchise Area as reasonably prescribed by the Redmond Municipal Code, the National Electrical Safety Code and prevailing industry standards.

4.5 All PSE Facilities and all construction or maintenance work pertaining to the Facilities in the Franchise Area shall be the responsibility of PSE.

4.6 PSE will, after completing any installation, construction, relocation, maintenance, removal or repair of any of the Facilities within the Franchise Area pursuant to this Franchise, restore the affected Franchise Area and any adjacent areas within the Franchise Area that may be damaged or disturbed by PSE's work to as good or a better condition as such area or property was in immediately prior to the applicable work. The Public Works Department shall have the final authority to determine the adequacy of the restoration performed in accordance with the requirements set forth herein, provided that the Public Works Department shall not unreasonably withhold such an adequacy determination. The City will not impose any fee, fine, charge, or other cost or expense on PSE for any such damage or disturbance if such restoration work is completed to the reasonable satisfaction of the City. If such restoration work is not done in accordance with this Section 4.6 and to the reasonable satisfaction of the City, the City may notify PSE in writing that it wishes to perform such restoration work. If the City and PSE agree in writing that the City will perform such restoration work, the City will perform such restoration work in accordance with this Section 4.6, and PSE will reimburse the City for the actual, reasonable costs incurred by the City in performing such restoration work within sixty (60) days after PSE's receipt of an undisputed, itemized invoice of the City's incurred costs.

4.7 Before PSE commences any work under this Franchise which may disturb any existing monuments or markers relating to subdivisions, tracts, streets, highways, plats, roads, or surveys, PSE shall reference all such monuments and markers consistent with

Laws. All markers and monuments which are to be disturbed or displaced by any such work will be restored consistent with Law.

4.8 PSE will have the right to cut, clear, prune and remove vegetation encroaching on, overhanging, or growing into Facilities within the Franchise Area so as to prevent such vegetation from coming in contact with such Facilities and to maintain safe and reliable operations of such Facilities. The exercise of such right will be subject to the City's prior written approval, which will not be unreasonably withheld, conditioned, or delayed. PSE's tree trimming activities will preserve the appearance, integrity, and health of the trees to the extent reasonably possible. Except in emergency situations or as otherwise approved by the City, PSE will (i) be responsible for all debris removal from such activities and (ii) ensure such work is performed under the direction of a certified arborist.

Except for work undertaken pursuant to Section 4.3, PSE may not prune trees at a point below twenty (20) feet above the finished grade of the applicable Franchise Area until written notice has been given to the owner or occupant of the premises abutting the applicable Franchise Area in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at points twenty (20) feet above the finished grade of the applicable Franchise Area at their own expense. If the pruning does not take place within the agreed upon time frame or is not sufficiently done by such owner or occupant, in PSE's sole discretion, PSE may prune such tree at its own expense.

4.9 If PSE intends to use chemical sprays to control or kill weeds and brush within the Franchise Area, prior written approval must be obtained from the City at least annually (which approval may be satisfied by the City's issuance of an applicable permit for such work). The City may limit or restrict the types, amounts, and timing of sprays within the Franchise Area if a significant negative impact on the aesthetics of the area is anticipated and such limitations or restrictions are not in conflict with State Laws or prudent utility practices governing utility right-of-way maintenance.

4.10 The Parties acknowledge that PSE is subject to State and federal Laws that apply to its gas and energy operations and that certain information related to such operations is publicly available, including from or through the UTC. The City may review such information, including publicly available maintenance, safety, and inspection information related to Facilities, in its discretion.

4.11 Nothing in this Franchise is intended (nor will be construed) to relieve either Party of its respective obligations under Law with respect to determining the location of underground utility facilities, including Facilities.

Section 5. Planning and Coordination.

5.1 Each Party will exercise commercially reasonable efforts to coordinate construction work it may undertake within the Franchise Area with the other Party so as to promote the orderly and expeditious performance and completion of such work as a whole. In so doing, the Parties will undertake cooperative planning so as to promote the coordinated timing, location, and performance of such work within the Franchise Area. Upon the reasonable request of a Party, but not more often than annually (unless otherwise agreed upon by the Parties), the Parties will meet to discuss and coordinate future construction activities then being planned by either Party within the Franchise Area. Such discussions and coordination will be for informational purposes only and will not obligate either Party to undertake any specific improvements or other activities within the Franchise Area.

5.2 The City may, from time to time, request:

5.2.1 copies of certain available PSE plans for potential improvements to Facilities within the Franchise Area if and to the extent such information is needed by the City for its own project planning purposes, and

5.2.2 copies of certain available maps in use by PSE showing the approximate locations of Facilities within the Franchise Area if and to the extent such information is needed by the City for specific Right-of-Way management purposes.

Any such request by the City must be submitted by email to Map.Request@pse.com (or by such other method as PSE may reasonably direct, from time to time) and must be reasonable in scope and at intervals that minimize administrative burdens on both Parties. Any release of information to the City pursuant to this Section 5.2 will be subject to PSE's prior approval, which will not be unreasonably conditioned, withheld or delayed. Any information provided by PSE pursuant to this Section 5.2 will be for informational purposes only and will not obligate PSE to undertake any specific improvements or other activities within the Franchise Area, or be construed as a proposal to undertake any specific improvements or other activities within the Franchise Area. PSE

does not warrant the accuracy of any information provided pursuant to this Section 5.2 and, to the extent the locations of Facilities are shown in any such information, such Facilities are shown in their approximate locations. Further, notwithstanding anything in this Franchise to the contrary, PSE will have no obligation to disclose any records, documents, or other information that, in PSE's reasonable discretion: (i) are financial, commercial, or proprietary in nature, or (ii) constitute critical energy infrastructure information as regulated under the Federal Regulation and Development of Power - 16 U.S.C. § 791a, et seq.

Section 6. Records.

6.1 PSE shall maintain adequate records to document activities performed under this Franchise.

6.2 PSE shall maintain records to document the approximate location of its Facilities, including as-built plans and maps, as determined by PSE in its sole discretion.

6.3 If the City receives a request under the Public Records Act, Chapter 42.56 RCW, to inspect or copy any information provided by PSE in connection with this Franchise and the City reasonably determines that the release of such information is required pursuant to RCW 42.56, then the City shall notify PSE promptly in writing, and no later than five (5) days after the City identifies the applicable information, to allow PSE an opportunity to take action to prevent or limit the disclosure of such information. If PSE does not communicate in writing to the City, within ten (10) business days of receipt of the City's notice, its intent to take action to prevent the disclosure of such information, then the City may release the applicable information. If PSE provides notice pursuant to this Section 6.3 of its intent to take action, PSE will take all necessary actions to prevent or limit the proposed disclosure in a manner so as to ensure the City's response is not delayed or improper under the Public Records Act or Law.

Section 7. Joint Use of PSE Excavation.

Except in emergency situations, if PSE intends to make an excavation within the Franchise Area, PSE will, to the extent practicable, provide at least thirty (30) days written notice to the City and afford the City an opportunity to use such excavation if PSE: (i) receives a written request from the City to do so, (ii) such joint use would not unreasonably delay the work of PSE causing such excavation, and (iii) such joint use is arranged and

accomplished upon terms and conditions reasonably satisfactory to PSE and the City.

Section 8. City Use of PSE Poles or Other Facilities in Franchise Area.

8.1 During the Term, the City may install and maintain City-owned equipment, fiber or wires on PSE-owned overhead electric distribution pole Facilities within the Franchise Area, subject to PSE's prior consent, which shall not unreasonably be withheld, and pursuant to a mutually agreed upon pole attachment agreement entered into between the City and PSE.

8.2 The City will install, operate, and maintain all City-owned facilities on PSE-owned overhead electric distribution pole Facilities within the Franchise Area at its sole risk and expense and will conduct all such activities in accordance with Law and consistent with such reasonable terms and conditions as PSE may specify from time to time (including requirements accommodating Facilities or the facilities of other parties having the right to use PSE's poles). For the avoidance of doubt, PSE's obligations with respect to any such pole attachments by the City will be set forth in the applicable pole attachment agreement entered into between the City and PSE, and PSE will have no obligation under Section 12 (Indemnification) or Section 13 (Insurance) in connection with any City-owned facilities that are installed or maintained on PSE's pole Facilities. Nothing herein will require PSE to bear any cost or expense in connection with any such installation or use by the City.

Section 9. Decommissioned Facilities.

9.1 As of the Effective Date, PSE and third parties having attachments of wires, devices and other equipment to PSE-owned pole Facilities located within the Franchise Area will use the National Joint Utilities Notification System ("NJUNS") as the means of providing official notice of actions required to be taken and reporting of actions taken by such third parties with respect to such attachments. To the extent consistent with Law and at the request of the City, PSE will use commercially reasonable efforts (subject to the functional capabilities and limitations of NJUNS) to include the City as an interested party to any notification tickets submitted by PSE in NJUNS with respect to any PSE-owned pole Facilities located within the Franchise Area that are permanently no longer in use by PSE and which contain third-party attachments. The City may monitor activity associated with such third-party attachments through NJUNS.

9.2 If PSE determines that a PSE-owned pole Facility located within the Franchise Area is a Decommissioned Pole, PSE will notify the City of the same and such notice will establish the date by which such Decommissioned Pole will be removed from the Franchise Area. PSE will use commercially reasonable efforts to remove any such Decommissioned Pole from the Franchise Area within one hundred twenty (120) days after the date of such notice. If, however, upon receipt of any such notice from PSE, the City reasonably determines that such Decommissioned Pole unreasonably interferes with the free passage of pedestrian or vehicle traffic within the Franchise Area, the City will notify PSE of the same, and PSE will use commercially reasonable efforts to remove such Decommissioned Pole from the Franchise Area within thirty (30) days after the date of such notice from the City.

9.3 If the City reasonably determines that a PSE-owned pole Facility located within the Franchise Area is no longer in use by PSE or by any authorized third party, the City may request that PSE determine if such Facility constitutes a Decommissioned Pole within sixty (60) days' notice from the City. Upon receipt of such request, PSE will review the status of the Facility in question. If PSE determines such Facility to be a Decommissioned Pole, PSE will give the City notice thereof in accordance with Section 9.2. If PSE determines that such Facility is not a Decommissioned Pole, PSE will notify the City of the same, and such notice will explain the basis for making such determination. The Parties will work together to establish mutually agreeable procedures for the implementation of this Section 9.3 that achieve the Right-of-Way management objectives of the City in a manner that minimizes the administrative burdens on both Parties.

9.4 The Parties acknowledge that: (i) the removal of underground Facilities often causes significant disruptions to the Franchise Area, which may adversely impact the use of the affected Franchise Area and inconvenience the public, and (ii) an approach of decommissioning certain Facilities in place within the Franchise Area, consistent with prudent utility practice and this Franchise, could help the Parties reduce unnecessary disruptions to the Franchise Area while maintaining the Parties' respective responsibilities under this Franchise with respect to such Facilities. Accordingly, PSE may, from time to time, elect to discontinue its use of underground Facilities within the Franchise Area with the City's prior written approval, and decommission such Facilities in place ("Decommissioned Underground Facilities"). In such event, PSE will notify the City of its decision to decommission such Facilities and will decommission such Facilities in place consistent with prevailing industry standards and Law.

With respect to Decommissioned Underground Facilities that are gas Facilities, such decommissioning in place may include disconnecting such Decommissioned Underground Facilities from the operating natural gas system in accordance with Laws or prevailing industry standards, sealing such Decommissioned Underground Facilities, and rendering such Decommissioned Underground Facilities inert. In addition, for the avoidance of doubt, Decommissioned Underground Facilities within the Franchise Area remain subject to the terms and conditions of this Franchise, including Section 11 (Relocation of Facilities), Section 12 (Indemnification) and Section 13 (Insurance).

Section 10. Hazardous Substances.

10.1 PSE will only use Hazardous Substances within the Franchise Area incidental to PSE's normal business operations, and in all cases (i) limited to such quantities as may be required in its normal business operations, (ii) used, transported or stored in accordance with prevailing industry standards and Law, and (iii) used, transported or stored only for their intended use. In the event PSE or its contractors of any tier cause an unlawful release of Hazardous Substances within the Franchise Area, PSE will notify the City within twenty-four (24) hours after its discovery of such release.

10.2 PSE shall be responsible for promptly remediating any releases of Hazardous Substances caused by PSE or its contractors of any tier within the Franchise Area in accordance with Environmental Laws.

10.3 PSE shall timely prepare and submit any reports or communications required by Environmental Laws.

10.4 If PSE discovers Hazardous Materials in conducting actions authorized under this Franchise, PSE shall immediately or as soon thereafter as reasonably possible provide notice to the City by email and will provide notice to other government entities as required by Environmental Laws.

Section 11. Relocation of Facilities.

11.1 Whenever the City causes a capital improvement project to be undertaken by the City within the Franchise Area, and the City believes such project constitutes a Public Improvement Project that requires the relocation of then-existing Facilities within the Franchise Area (for purposes other than those described in Section 11.3), the City will provide to PSE, within a reasonable time prior to the commencement of such project:

11.1.1 written notice of the applicable project; and

11.1.2 reasonable plans and specifications sufficient, in PSE's discretion, to: (i) evaluate whether the proposed project constitutes a Public Improvement Project, including whether the relocation of any Facilities within the Franchise Area is necessary, and (ii) if the project is a Public Improvement Project that requires any such relocations, develop an initial system design for such Facilities in connection with such Public Improvement Project.

After receipt of such notice and such plans and specifications, the City and PSE will work together to review the plans and specifications provided pursuant to this Section 11.1 as well as any proposed relocation of Facilities for such Public Improvement Project. For any Facilities that must be relocated within the Franchise Area for such Public Improvement Project, PSE will perform such relocations at no charge to the City and in accordance with a schedule mutually agreed upon by the City and PSE. If the City requires the subsequent relocation of any such Facilities within five (5) years from the date of the initial relocation of such Facilities pursuant to this Section 11.1, the City will bear the entire cost of such subsequent relocation.

11.2 If the City and PSE agree upon a revised schedule for a relocation pursuant to Section 11.1, PSE shall complete the relocation in accordance with the agreed-upon schedule.

In the event PSE performs in good faith but is unable to complete relocation according to the schedule agreed to by the Parties due to delays, acts, or omissions attributable to the City or any third party or attributable to other circumstances beyond PSE's control, then PSE shall not be liable for its inability to timely complete such relocation pursuant to this Section 11.2 but PSE shall continue such relocation with all due diligence until completion.

11.3 Whenever (i) any public or private development within the Franchise Area, other than a Public Improvement Project, requires the relocation of Facilities within the Franchise Area to accommodate such development, or (ii) the City requires the relocation of Facilities within the Franchise Area for the benefit of any person or entity other than the City, then, in such event, PSE will have the right as a condition of such relocation, to require such person or entity to make payment to PSE, at a time and upon terms and conditions acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of such Facilities.

11.4 Any condition or requirement imposed by the City upon any person or entity, other than PSE, that requires the relocation of Facilities will be a relocation under Section 11.3 (including any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development).

11.5 Nothing in this Section 11 will require PSE to bear any cost or expense in connection with the location or relocation of any Facilities authorized by easement or other rights not derived from this Franchise, regardless of whether such easement or other rights are on public or private property and regardless of whether such easement or other rights extend to property within the Franchise Area.

Section 12. Indemnification.

12.1 PSE will defend, indemnify and hold harmless the City and its elected and appointed officials, officers, agents, and employees, from and against any and all actions or causes of action, claims and demands (and resulting damages, liabilities, monetary losses, costs, and expenses, including reasonable attorneys' fees) made against the City or its elected and appointed officials, officers, agents, or employees on account of injury or death of any person or damage to property, to the extent such injury or damage is caused by the negligence or willful or intentional misconduct of PSE, its agents, employees or contractors of any tier, in exercising the rights granted to PSE by this Franchise. In the event any such claim or demand is presented to or filed with the City, the City must promptly notify PSE thereof in writing, and PSE will have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, or to defend the same at its sole cost and expense, by attorneys of its own election. In addition, in the event any suit or action is begun against the City based upon any such claim or demand, the City must likewise promptly notify PSE thereof in writing, and PSE will have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or to defend the same at its sole cost and expense, by attorneys of its own election. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of PSE and the City, its elected and appointed officials, officers, agents, and employees, PSE's indemnity obligations under this Section 12.1 shall apply only to the extent of the negligence of PSE.

12.2 The City shall cooperate fully with PSE, provided that: (a) any settlement or compromise is consistent with the terms of this Franchise; and (b) any terms or conditions of any settlement that in any way contractually obligates the City to take any action shall require the City's prior written approval.

12.3 It is further specifically and expressly understood that, solely to the extent required to enforce any indemnification under this Section 12, PSE waives any immunity it may have under RCW Title 51; except, that the foregoing waiver will not in any way preclude PSE from asserting such immunity directly against any of its own employees or such employees' estates or other representatives. The waiver set forth in this Section 12.3 has been specifically negotiated by the Parties.

12.4 The City's approval or acceptance of any work performed by PSE under this Franchise shall not be grounds for PSE's avoidance of its obligations contained in this Section 12.

Section 13. Insurance.

13.1 During the Term of this Franchise, and as long as PSE maintains Facilities in the Franchise Area, PSE will maintain the following insurance or self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to PSE in this Franchise or which may arise from, or in connection with, the performance of work hereunder by PSE, its agents, representatives, employees and contractors of any tier. PSE shall pay the costs of such insurance.

13.1.1 Commercial General Liability insurance with limits not less than two million dollars (\$2,000,000) per occurrence for liability arising from bodily injury or death, property damage, and public liability. Such coverage shall include Products-Completed Operations and stop-gap liability.

13.1.2 Automobile liability insurance for owned, non-owned and hired vehicles with a Combined Single Limit of two million dollars (\$2,000,000) for each accident.

13.1.3 Workers' compensation with statutory limits and employer's liability insurance with limits of not less than two million dollars (\$2,000,000).

13.1.4 Excess or Umbrella Liability Insurance extending over and providing coverage at least as broad as the commercial general liability, automobile liability, and employer's liability

coverage required herein, in the amount of ten million dollars (\$10,000,000).

13.2 Nothing contained within these insurance requirements shall be deemed to limit the scope, application or limits of the coverage afforded by said policies, which coverage will apply to each named insured to the full extent provided by the terms and conditions of the policy(ies).

13.3 By requiring such minimum insurance, the City shall not be deemed or construed to have assessed the risks that may be applicable to PSE under this Franchise, nor shall such minimum limits be construed to limit any insurance coverage obtained by PSE. PSE shall assess its own risks and, if it deems appropriate or prudent, maintain greater limits and broader coverage.

13.4 The deductible and self-insured retention of the policies shall not limit PSE's liability to the City and shall be the sole responsibility of PSE.

13.5 The insurance policies required in this Franchise are to contain, or be endorsed to contain, the following provisions with respect to all liability policies except Workers' Compensation:

13.5.1 The City shall be covered as an additional insured with respect to liability arising out of activities performed by or on behalf of PSE in connection with this Franchise.

13.5.2 PSE's insurance coverage shall be primary insurance with respect to the City to the extent of PSE's negligent acts or omissions. Any insurance or self-insurance maintained by the City shall not contribute to PSE's insurance or benefit PSE in any way.

13.5.3 PSE's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

13.6 With respect to all policies outlined above, PSE shall provide to the City notice of suspension, cancellation, or material reduction in coverage within ten (10) business days after receiving notice of such action from its insurer. In such event, PSE shall obtain and furnish to the City evidence of replacement insurance policies to maintain compliance with the requirements of this Section 13.

13.7 Insurance is to be placed with insurers with an AM Best rating of no less than A-VII.

13.8 PSE shall furnish the City with certificates of insurance and endorsements, as applicable, or confirmation of self-insurance as required by this Franchise. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

13.9 PSE shall cause each and every PSE contractor of any tier exercising the rights granted to PSE under this Franchise to provide insurance coverage that complies with all applicable minimum requirements of the PSE-provided insurance as set forth in Sections 13.1.1, 13.1.2 and 13.1.3. PSE shall have sole responsibility for determining the Excess or Umbrella limits of coverage required to be obtained by such contractors of any tier.

13.10 PSE may maintain a self-insurance program for its liability exposures in this Franchise, which is consistent with good utility practice. PSE agrees to provide the City with at least thirty (30) days written notice of any material change in PSE's self-funded insurance program and a letter of self-insurance as adequate proof of coverage. If PSE decides to no longer maintain a self-insurance program for its liabilities, PSE must promptly notify the City in writing and provide certificates of insurance and corresponding endorsements evidencing the insurance requirements of this Section 13.

Section 14. Surety - Performance Bond.

14.1 Within thirty (30) days of the Effective Date of this Franchise, PSE shall furnish a performance bond issued by a corporate surety authorized to do surety business in the State of Washington, in an amount reasonably established by the City based on the nature and scope of the work being performed (but not to exceed one hundred thousand dollars [\$100,000.00]) with respect to the performance by PSE of its obligations under this Franchise relating to the restoration of the Franchise Area associated with its construction, installation, maintenance, or removal activities performed under this Franchise, or to reimburse the City for its direct costs associated with such restoration activities. Such financial security shall not be construed to limit PSE's liability to the bond amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at Law or in equity. If the performance bond is drawn upon by the City for any reason, PSE shall replenish the amount of the performance bond to its original amount within ten (10) business days after the surety approves and pays a draw upon the bond. PSE shall pay all premiums and costs associated with maintaining the performance bond and shall keep the bond in full force and effect at all times during

the Term. The Parties agree that PSE's maintenance of the bond required herein shall not be construed to excuse PSE's failure to perform or limit the liability of PSE to the amount of the bond.

14.2 The City may reasonably require additional bonding from PSE for specific PSE projects that have a restoration value for public infrastructure or Right-of-Way as determined by the City that exceeds the amount of the bond specified above.

Section 15. Reservation of Easement in Event of Vacation.

In the event the City vacates any portion of the Franchise Area containing Facilities during the Term, the City will reserve an easement for such Facilities that are located in such vacated portion of the Franchise Area in a manner consistent with the City's vacation procedures, as applicable, and at no cost to PSE. The City will give PSE advance notice of its intent to vacate any portion of the Franchise Area and will consult with PSE regarding the terms and conditions of the easement to be reserved for Facilities.

Section 16. Force Majeure.

If performance of this Franchise, or of any obligation hereunder, is prevented or substantially restricted or interfered with by reason of a Force Majeure Event, the affected Party, upon giving notice to the other Party of the Force Majeure Event and its impact on the affected Party, will be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party must use commercially reasonable efforts to avoid or remove such causes of nonperformance under this Franchise and must continue performance hereunder whenever such causes are removed.

Section 17. Dispute Resolution.

17.1 A Dispute must be resolved in accordance with the dispute resolution procedures set forth in this Section 17. A Party will notify the other Party promptly following the occurrence or discovery of a Dispute. The initial mechanism to resolve a Dispute will be by negotiation between the Parties' representatives, so designated by the Parties by notice given pursuant to this Section 17.1.

17.2 If the Parties cannot resolve a Dispute satisfactorily within fifteen (15) business days after receipt of the initial notice in accordance with Section 17.1, either Party may thereafter deliver to the other Party notice initiating the dispute resolution

procedures set forth in this Section 17.2. Such notice will (i) contain a detailed description of the issues in Dispute, (ii) identify the senior officers or administrators authorized to settle the Dispute on behalf of the Party providing such notice, and (iii) propose a date or dates, not more than thirty (30) days from the date of such notice (unless otherwise agreed by the Parties), that such officers or administrators are available for a meeting to resolve such Dispute. The recipient Party will, within ten (10) business days following receipt of notice pursuant to this Section 17.2, provide to the notifying Party a parallel schedule of availability of the recipient Party's senior officers or administrators authorized to settle the Dispute on behalf of the recipient Party. Following delivery of the respective senior officers' or administrators' schedules of availability, the senior officers or administrators so designated will engage in good-faith negotiations for a period of at least thirty (30) days after the first meeting between such officers or administrators (or such other time period as may be agreed upon by the Parties), to resolve the Dispute to the satisfaction of both Parties.

17.3 If at any time after the expiration of such thirty (30) day period (or such other time period as may be agreed upon by the Parties pursuant to Section 17.2), a Party determines that continued negotiations with the other Party will not result in a resolution of the Dispute, and if the Party reasonably believes that the other Party is in default of its obligations under this Franchise, such Party may serve upon the other Party a written order to comply with the provisions of this Franchise pursuant to Section 18 (Default).

17.4 Except as otherwise provided in Section 17.3, the Parties intend that the Parties exhaust, in good faith, the procedures for dispute resolution set forth in this Section 17 before a Party exercises any other right or remedy available under this Franchise or at law or in equity.

Section 18. Default.

Subject to the provisions of Section 17, if PSE fails to comply with any of the provisions of this Franchise, the City may serve upon PSE another written notice to so comply within sixty (60) days after the date on which such additional notice is given. If PSE is not in compliance with this Franchise after expiration of such sixty (60) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise; except, that if any failure to comply with this Franchise by PSE cannot be corrected with due diligence within such sixty (60) day period (PSE's obligation to

comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), the time within which PSE may so comply will be extended for such time as may be reasonably necessary and so long as PSE commences promptly and diligently to effect such compliance.

Section 19. Franchise Term.

19.1 The Term shall be for a period of ten (10) years from and after the Effective Date, unless forfeited, terminated, revoked or amended pursuant to the provisions of this Franchise.

19.2 The Term may be extended by the City's Public Works Department for up to two (2) additional periods of five (5) years each, if so requested by PSE in accordance with this Section 19. The request by PSE must be in writing and made to the City, not more than two (2) years nor less than one hundred eighty (180) days prior to the expiration of the then-current Term. Unless PSE receives written notice from the City prior to expiration of the then-current Term indicating the City has chosen to extend the term of this Franchise (and the length of the extension), then the then-current Term shall not be extended under this Section 19.2.

19.3 If PSE continues to use the Franchise Area after the expiration or termination of this Franchise, such continued use shall be subject to the terms and conditions of this Franchise. Said use shall not constitute a renewal of this Franchise.

Section 20. Franchise Fees and Taxes.

20.1 Pursuant to RCW 35.21.860, the City acknowledges that it is precluded from imposing a franchise fee upon light and power and gas distribution business, as defined in RCW 82.16.010, for use of the Right-of-Way, but that it is authorized to recover its actual administrative expenses pursuant to RCW 35.21.860. In the event of a change in state Law which allows the imposition of a franchise fee by the City upon an electric or natural gas distribution business for the use of the City's Rights-of-Way and the City wishes to impose such a fee for PSE's use of the Franchise Area pursuant to this Franchise, then the City may provide PSE with written notice that it wishes to commence negotiations to amend this Franchise to address any such fee proposed by the City, which notice will describe the proposed fee. Following PSE's receipt of such notice, the Parties will negotiate in good faith to agree upon the amount, type, and terms of any such franchise fee and will memorialize any such agreement between the Parties with respect to any such franchise fee in an amendment to this Franchise.

20.2 Nothing in this Franchise shall limit the City's exercise of its power of taxation in accordance with Law, as exists now or as later amended.

Section 21. Assignment.

PSE will not assign this Franchise to any unaffiliated third party without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, PSE will have the right, without such notice or such written acceptance, to mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders or financial institutions.

Section 22. No Waiver.

Failure of a Party to exercise any rights or remedies under this Franchise shall not constitute a waiver of any such right or remedy or any other right or remedy and shall not prevent the Party from pursuing such right or remedy or any other right or remedy at any future time.

Section 23. Eminent Domain.

Nothing in this Franchise precludes or limits the exercise of eminent domain by the City in accordance with and subject to applicable State Laws.

Section 24. Tariffs.

PSE is subject to regulation by the UTC, including provisions of any tariff on file and in effect with the UTC. This Franchise is subject to the provisions of any applicable tariff on file with the UTC (or its successor). In the event of any conflict or inconsistency between the provisions of this Franchise and any such tariff, the provisions of the tariff will control.

Section 25. Undergrounding of Electric Facilities.

PSE provides electric energy services on a non-preferential basis subject to and in accordance with tariffs on file with the UTC. Subject to the availability of such services in accordance with such tariffs, and if, during the Term, the City directs or otherwise requires PSE to underground overhead electric Facilities within the Franchise Area, such undergrounding will be arranged and accomplished subject to and in accordance with applicable

tariffs. This Section 25 governs all matters related to the undergrounding of PSE's overhead electric Facilities within the Franchise Area pursuant to this Franchise.

Section 26. Miscellaneous.

26.1 Unless otherwise specifically provided by this Franchise, all notices, consents, requests, demands or other communications required or permitted by this Franchise must be in writing and given by personal delivery, email, or certified mail. All legal notices provided in connection with this Franchise, including notices relating to breach of this Franchise or a waiver of any right or obligation under this Franchise, however, must be in writing and sent to the notice address set forth in this Section 26.1 of the Party being notified. Such a notice will be deemed effective as follows: (i) if sent by certified mail, with return receipt requested, upon certified receipt; (ii) if sent by a nationally recognized courier or mail service, delivery charges or postage prepaid, with delivery receipt requested, upon receipt; or (iii) if delivered personally, upon delivery.

To PSE: Municipal Liaison Manager
Attn: Municipal Relations
PO Box 97034
Bellevue, WA 98009
With a copy sent via email to:
Municipal.Relations@pse.com

To the City:
City of Redmond
15670 NE 85th Street
Redmond, WA 98052
Attention: Public Works Director

With a copy to:
City of Redmond
15670 NE 85th Street
Redmond, WA 98052
Attention: City Attorney

A Party may change its address for purposes of this Section 26.1 by giving written notice of such change to the other Party pursuant to this Section 26.1.

26.2 The headings of sections and subsections of this Franchise are for convenience of reference only and are not intended to

restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or subsections.

26.3 Terms defined in a given number, tense or form have the corresponding meaning when used in this Franchise in another number, tense or form. References containing terms such as "hereof," "herein," "hereto," "hereinafter" and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Franchise taken as a whole. The terms "includes" or "including" will not be deemed limited by the specific enumeration of items, but will be deemed without limitation. The term "or" is not exclusive.

26.4 If any section, sentence, clause, phrase, or provision of this Franchise or the application of such to any person or circumstance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or is otherwise prohibited or rendered unenforceable by any State or federal Law, such invalidity, unconstitutionality, prohibition or unenforceability shall not affect any other section, sentence, clause, phrase, or provision of this Franchise. In such event, the remainder of this Franchise shall remain valid and in full force and effect. Upon such determination that any term or other provision is invalid, unconstitutional, prohibited, or rendered unenforceable as described in this Section 26.4, the Parties will negotiate in good faith to modify this Franchise so as to maintain the original intent of the Parties as closely as possible in an acceptable manner to the end that rights and obligations contemplated under this Franchise are fulfilled to the greatest extent possible.

26.5 This Franchise may be amended only by a written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with Law and by their duly authorized representatives.

26.6 As provided by RCW 35.21.860, the City may recover from PSE actual administrative expenses incurred by the City that are directly related to receiving and approving permits and this Franchise, and to the inspecting of plans and construction, and, if necessary, for the preparation of a detailed statement pursuant to Chapter 43.21C RCW. As such expenses are incurred by the City, the City shall submit to PSE statements/billings for such expenses, and PSE will remit payment within sixty (60) days after its receipt and verification of such statements/billings.

26.7 Nothing in this Franchise will be construed to grant or create any rights or duties to any third party, nor any liability to or standard of care with reference to any third party. This Franchise will not grant or confer any right or remedy upon anyone, other than the City and PSE. No action may be commenced or prosecuted against either the City or PSE by any third party claiming as a third-party beneficiary of this Franchise.

26.8 The Parties will act in good faith and use commercially reasonable efforts to carry out their respective obligations under this Franchise.

26.9 This Franchise will be governed by, subject to and construed under the laws of the State of Washington.

26.10 Any action relating to this Franchise shall be brought in King County Superior Court or, in the case of a federal action, the United States District Court for the Western District of Washington in Seattle, unless an administrative agency has primary jurisdiction.

26.11 All terms and conditions of this Franchise that must be reasonably construed to survive the expiration or termination of this Franchise in order to give full force and effect to the intent of the Parties as set forth herein will survive the expiration or termination of this Franchise, regardless of whether such survival is expressly specified herein.

26.12 As of the Effective Date, this Franchise, including any Acceptance attached hereto, constitutes the entire agreement between the Parties, and supersedes all other prior agreements and understandings, oral and written, between the Parties, with respect to the subject matter hereof.

26.13 If a suit or other action is instituted in connection with any controversy arising out of this Franchise, each Party shall bear its own legal costs and attorneys' fees incurred in defending or bringing such suit or other action, including all appeals.

Section 27. Acceptance.

Within sixty (60) days from the final approval by the City Council and PSE's receipt of written notice from the City of its execution of this Franchise, this Franchise may be accepted by PSE by executing this Franchise and filing the executed Franchise with the Redmond City Clerk, which act shall be deemed an unconditional

written acceptance thereof. Unless this Franchise is accepted pursuant to this Section 27, this Franchise will be voidable at the discretion of the City.

Section 28. Effective Date.

This Ordinance will be effective on _____, _____, having been: (i) introduced to the City Council not less than five (5) days before its passage; (ii) first submitted to the City Attorney; (iii) published at least five (5) days prior to the effective date of this Ordinance and as otherwise required by Law; and (iv) passed at a regular meeting of the legislative body of the City of Redmond by a vote of a majority of the members on _____, _____. This Franchise will take effect as of the date of PSE's written acceptance thereof (the "Effective Date").

Signed and approved by the Mayor on the _____ day of _____, _____.

CITY OF REDMOND:

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM:

DANIEL P. KENNY CITY ATTORNEY

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

HONORABLE MAYOR AND CITY COUNCIL
CITY OF REDMOND, WASHINGTON

In the matter of the application)
of Puget Sound Energy, Inc., a) Franchise Ordinance
No. _____)
Washington corporation, for a)
non-exclusive franchise to)
construct, operate and maintain)
gas and electric facilities in, upon,)
over, under, along, across and)
through the Franchise Area of)
the City of Redmond, Washington)

ACCEPTANCE

WHEREAS, the City Council of the City of Redmond, Washington, has granted a non-exclusive franchise to Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, by enacting Ordinance No. _____, bearing the date of _____, ____; and

WHEREAS, a copy of said Ordinance granting said franchise was received by Puget Sound Energy, Inc. on _____, _____, from said City of Redmond, King County, Washington.

NOW, THEREFORE, Puget Sound Energy, Inc., a Washington corporation, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of Redmond, King County, Washington.

IN TESTIMONY WHEREOF said Puget Sound Energy, Inc. has caused this written Acceptance to be executed in its name by its undersigned _____ thereunto duly authorized on this _____ day of _____, ____.

ATTEST: PUGET SOUND ENERGY, INC.

By: _____
Title: _____ Title: _____

Copy received for City of Redmond
on _____, _____

By: _____
City Clerk



Memorandum

Date: 12/3/2024
Meeting of: City Council

File No. AM No. 24-196
Type: New Business

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

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

N/A	N/A	N/A
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TITLE:
Council Policy Proposal and Resolution

- Resolution No. 1599: A Resolution of the City Council of the City of Redmond, Washington, Clarifying Council Intent Regarding the Transportation Facilities Plan, Street Use, and Right of Way Design; and Requesting Public Works to Plan for and Implement this Intent

OVERVIEW STATEMENT:

In September, Council reviewed the attached resolution clarifying how a business owner may submit a permit request to temporarily place protective measures in the public right of way. At the Committee of the Whole on November 19, 2024, Council discussed the resolution and suggested edits which are outlined in Attachment A. The edits include additions/changes to the WHEREAS statements and inclusion of stakeholder engagement.

With the inclusion of stakeholder engagement, Council may want to consider the more global policy question of what makes a city safe rather than passing a resolution that is singularly focused on vehicle intrusion into buildings with the intent to commit a crime and the safety measures allowed under the code.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information Provide Direction Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:**
Council Policy Proposal dated September 18, 2024
- Required:**
N/A

- **Council Request:**
Requested by Council Vice-President Jessica Forsythe and co-sponsored by Councilmember Steve Fields.
- **Other Key Facts:**
The proposal's problem statement maintains the policy item is a result of multiple vehicles being used to commit crimes and lack of clarity on permitting processes for temporary protective structures in the City's right-of-way.

OUTCOMES:

On November 19, 2024, Council requested changes to the resolution. Since that time several revisions have been made, including:

- Incorporation of an additional WHEREAS statement on the use of public right-of-way as defined by the Transportation Master Plan (TMP).
- Addition of Section 1A(b) allowing for a time-bound process with clearly defined extensions, if approval is granted.
- Addition of Section 2 stipulating that the plan improvements should be accompanied by stakeholder engagement.

Council had asked the question of how many resolutions outline a specific subject such as the resolution proposed. None of the resolutions in the last two years speak to process improvement. The resolutions fall into categories such as, fee amendments, complying with state law, opposition of ballot initiatives, revisions to the city's medical plan, appointment of board members, development agreements and others where an action is necessary due to interlocal agreements or grant regulations.

For Council reference, the initial changes to the resolution presented to Council on November 19, 2024, are outlined below.

- Added a "whereas" statement to recognize the standards the City uses for right-of-way management.
- In Section 1(A) the language includes creation of a plan, however the City already has a plan/process for permitting right of way use and modifications through right of way use permits under RMC 12.08 - Street Repairs, Improvements, Alterations, and Business Use and RMC 12.12.080 - Required Improvements for Buildings and Developments. The recommendation would change the resolution language to improve and provide clarity to the current process for right-of-way use rather than create a new process.
- In Section 1(B)(b), (c), and (d) includes language that the plan "shall at minimum provide" certain things such as the placement of barriers. The language is concerning as there are many factors that will go into the evaluation for each possible location and whether the placement of barriers or deterrents is possible. As a result of ADA, bike and pedestrian safety standards, uniform traffic control device standards, the cost of moving existing utility underground infrastructure, vehicular safety, etcetera, there is a possibility that a particular location cannot have barriers or deterrents placed in the right-of-way.
- Section 1(B)(d) is written to require an "approval process" for barriers or deterrents not included in the proposed plan. The language has been revised to provide for the improvement of the current deviation request process and review and consideration of other options. An "**approval** process" implies a barrier or deterrent will, by default, be approved. The revised language allows for other possibilities to be considered against

established criteria.

- Section 2 has been deleted as any permit application will be processed under the current code and standards. The possible continuing policy work would not be a reason to make a decision on a pending application.

The City of Redmond Right of Way permit process is governed by Redmond Municipal Code 12.08.010 and 12.12.080. Also considered in any situation is the federal, state and local laws setting standards for public safety, accessibility and infrastructure when placing barriers in the City’s right-of-way. The City of Redmond standards and regulations are defined by the desired outcome of increased safety for pedestrians and bicyclists. The reference documents used include the Federal Highway Administration (FHWA) and American Association of State Highway and Transportation Officials (AASHTO). Key references include The Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) that defines the standards used to install and maintain traffic control devices on all streets, highways, pedestrian and bicycle facilities, and site roadways open to public travel and the AASHTO Roadside Design Guide that is a synthesis of current information and operating practices to roadside safety. It focuses on safety treatments that can minimize the likelihood of serious injuries when a motorist leaves the roadway.

The Revised Code of Washington (RCW) [58.17 <https://app.leg.wa.gov/RCW/default.aspx?cite=58.17>](https://app.leg.wa.gov/RCW/default.aspx?cite=58.17) also provides regulations in connection with development and improvements to promote public health, safety and general welfare in accordance with standards established by the state to prevent the overcrowding of land; to promote effective use of land; and to promote safe and convenient travel by the public on streets and highways. All of these standards are taken into consideration when evaluating the City’s right-of-way.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
N/A

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

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/4/2024	Committee of the Whole - Planning and Public Works	N/A
11/19/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Proposed Resolution with Redline and Comments

Attachment B: Proposed Final Resolution

Attachment C: Council Policy Proposal

ATTACHMENT AB
CITY OF REDMOND
RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, CLARIFYING COUNCIL INTENT REGARDING THE TRANSPORTATION FACILITIES PLAN, STREET USE, AND RIGHT OF WAY DESIGN; AND REQUESTING PUBLIC WORKS TO PLAN FOR AND IMPLEMENT THIS INTENT

WHEREAS, the City of Redmond has adopted ~~as in its Community Strategic Plan #1number one~~ Public Safety Objective ~~number one in the Community Strategic Plan~~ utilizing practices that avoid incarceration, including crime prevention; and

WHEREAS, the City of Redmond has adopted ~~as in its Community Strategic Plan its #3number three~~ Public Safety Objective ~~number three in the Community Strategic Plan~~ a commitment to Vision Zero and addressing community-driven safety concerns in the public right-of-way; and

WHEREAS, motor vehicle theft rates in the United State have increased 105% since 2019 and are increasingly used in the commission of other crimes; and

WHEREAS, the City of Redmond has seen a rise in stolen motor vehicles ~~are being frequently~~ used to damage or destroy storefronts and other structures, to gain access, and to steal items of value; and

WHEREAS, the City Council finds that, consistent with Public Safety Objective ~~#1number one~~ in the Community Strategic Plan, crimes should be prevented rather than resorting to prosecution after being committed, when possible; and

WHEREAS, the City Council finds that, consistent with Public Safety Objective ~~#3number three~~ of the Community Strategic Plan, Vision Zero, and the Transportation Facilities Plan, right-of-way and street design can should be used to protect all users of the public right-of-way from out-of-control and malicious drivers and vehicles; and

Commented [MF1]: Redmond has had six vehicles damage storefronts in the last three years. Five at one location. In the first incident the owner hardened their infrastructure.

Commented [JF2R1]: This is now up to 7 with a the recent robbery at Origins.

WHEREAS, the City Council finds that, consistent with Objective ~~#1~~number one of the Community Strategic Plan, the City can and should respond to changes in criminal activity and threats, and use right-of-way design and infrastructure to prevent crimes, when reasonable; and

WHEREAS, the City Council finds that it is an appropriate use of the public right of way to install temporary protective measures when there is a high public safety threat and/or likelihood of the use of a vehicle for destructive purposes, including threats to the safety of pedestrians, cyclists, and structures; and

WHEREAS, the City Council finds that it is an appropriate use of the public right of way to install permanent protective measures when there is a persistent public safety threat and/or likelihood of the use of a vehicle for destructive purposes, consistent with applicable law; ~~and-~~

WHEREAS, uses of the public right of way for other purposes and their associated design guidelines are defined in the Transportation Master Plan; and

WHEREAS, the City of Redmond will adhere to all public safety and accessibility standards as outlined in federal, state and Local regulations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

1. The City Council of the City of Redmond hereby requests that the Department of Public Works:

A. ~~Develop a plan and~~Improve the process and street design guidelines to address ~~for~~ the permitting of right-of-way use and modification for the purposes of installing or placing temporary barriers to protect people and structures from vehicles.

a. The permitting process shall be designed to be completed

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Commented [MF3]: Added language to indicate the standards the City follows through other organizations such as Transportation Federal Highway Administration, American Association of State Highway Transportation Officials, etc.

Commented [MF4]: The City already has a plan/process for permitting right of way use and modifications through right of way use permits under RMC 12.08 - Street Repairs, Improvements, Alterations, and Business Use and RMC 12.12.080 - Required Improvements for Buildings and Developments. Recommend change to improved the process for right-of-way use.

on a timeline consistent with the nature threat so that permitting delays shall not present a material risk.

b. Temporary barriers shall be granted a clearly defined time-bound approval process, inclusive of a clearly defined extension of approval, if granted process, provided that all applicable public safety and accessibility standards are met as outlined in applicable federal, state, and local regulations.

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Commented [MF5]: For 1(B) b, c, and d: There are many factors that will go into the evaluation for each possible location and whether the placement of barriers or deterrents is possible. Due to ADA, bike and pedestrian safety standards, uniform traffic control device standards, existing utility underground infrastructure, vehicular safety, etcetera, there is a possibility that a particular location cannot have barriers or deterrents placed in the right-of-way.

a.

B. ~~Develop a plan and~~ Improve the street design guidelines and process for the permitting to include the of right-of-way use and modification for the purposes of installing or placing permanent barriers and/or deterrents to protect people and structures from vehicles.

- a. The improved plan shall specify the City's preferred barrier/ deterrence design for applicable zones and street configurations taking into account all applicable federal, state and local regulations including the cost of utility relocations.
- b. The improved plan shall at minimum ~~consider the feasibility of address provide for~~ the placement of barriers or deterrents that are capable of preventing vehicles from entering sidewalks and other areas reserved primarily for pedestrians.
- c. The improved plan shall at minimum address consider the feasibility of provide for the placement of barriers or deterrents that are capable of preventing vehicles from being used to destroy structures or other fixed infrastructure.
- d. The improved plan shall at minimum address the decision process and criteria for a consider the feasibility of providinge an a approval deviation process for other - barriers or deterrents options not specified in the plan for the purposes of mitigating threats not contemplated by the plan.

Commented [MF6]: Revised to provide for clarity in the current deviation process and consideration of other options. An "approval process" implies it will be approved. The City should not require a process where alternatives "shall at a minimum" go through an "approval process" but it can include a process to have other possibilities considered against established criteria.

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~~Development of a permitting plan shall not be a reason to deny a permit prior to the plan's completion.~~

2. Development of the above plan improvements shall include meetings with community stakeholders, business owners, pedestrian and bicycle advocacy groups, users of accessibility

Commented [MF7]: Delete Section 2 as any permit application will be processed under the current code and standards. The possible policy work would never be a reason to make a decision on a pending application.

devices, and other invested or interested parties.

ADOPTED by the Redmond City Council this _____ day of _____, 2024.

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APPROVED:

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO:
2.

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ATTACHMENT B
CITY OF REDMOND
RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, CLARIFYING COUNCIL INTENT REGARDING THE TRANSPORTATION FACILITIES PLAN, STREET USE, AND RIGHT OF WAY DESIGN; AND REQUESTING PUBLIC WORKS TO PLAN FOR AND IMPLEMENT THIS INTENT

WHEREAS, the City of Redmond has adopted in its Community Strategic Plan Public Safety Objective number one utilizing practices that avoid incarceration, including crime prevention; and

WHEREAS, the City of Redmond has adopted in its Community Strategic Plan Public Safety Objective number three a commitment to Vision Zero and addressing community-driven safety concerns in the public right-of-way; and

WHEREAS, motor vehicle theft rates in the United State have increased 105% since 2019 and are increasingly used in the commission of other crimes; and

WHEREAS, the City of Redmond has seen a rise in stolen motor vehicles being used to damage or destroy storefronts and other structures, to gain access, and to steal items of value; and

WHEREAS, the City Council finds that, consistent with Public Safety Objective number one in the Community Strategic Plan, crimes should be prevented rather than resorting to prosecution after being committed, when possible; and

WHEREAS, the City Council finds that, consistent with Public Safety Objective number three of the Community Strategic Plan, Vision Zero, and the Transportation Facilities Plan, right-of-way and street design can should be used to protect all users of the public right-of-way from out-of-control and malicious drivers and vehicles; and

WHEREAS, the City Council finds that, consistent with Objective number one of the Community Strategic Plan, the City can and should respond to changes in criminal activity and threats, and use right-of-way design and infrastructure to prevent crimes, when reasonable; and

WHEREAS, the City Council finds that it is an appropriate use of the public right of way to install temporary protective measures when there is a high public safety threat and/or likelihood of the use of a vehicle for destructive purposes, including threats to the safety of pedestrians, cyclists, and structures; and

WHEREAS, the City Council finds that it is an appropriate use of the public right of way to install permanent protective measures when there is a persistent public safety threat and/or likelihood of the use of a vehicle for destructive purposes, consistent with applicable law; and

WHEREAS, uses of the public right of way for other purposes and their associated design guidelines are defined in the Transportation Master Plan; and

WHEREAS, the City of Redmond will adhere to all public safety and accessibility standards as outlined in federal, state and Local regulations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

1. The City Council of the City of Redmond hereby requests that the Department of Public Works:
 - A. Improve the process and street design guidelines to address the permitting of right-of-way use and modification for the purposes of installing or placing temporary barriers to protect people and structures from vehicles.
 - a. The permitting process shall be designed to be completed on a timeline consistent with the nature threat so that permitting delays shall not present a material risk.

b. Temporary barriers shall be granted a clearly defined time-bound process, inclusive of a clearly defined extension of approval, if granted, provided that all applicable public safety and accessibility standards are met as outlined in applicable federal, state, and local regulations.

B. Improve the street design guidelines and process the permitting to include the right-of-way use and modification for the purposes of installing or placing permanent barriers and/or deterrents to protect people and structures from vehicles.

a. The improved plan shall specify the City's preferred barrier/ deterrence design for applicable zones and street configurations taking into account all applicable federal, state and local regulations including the cost of utility relocations.

b. The improved plan shall at minimum address the placement of barriers or deterrents that are capable of preventing vehicles from entering sidewalks and other areas reserved primarily for pedestrians.

c. The improved plan shall at minimum address the placement of barriers or deterrents that are capable of preventing vehicles from being used to destroy structures or other fixed infrastructure.

d. The improved plan shall at minimum address the decision process and criteria for a deviation process for other barriers or deterrent options not specified in the plan for the purpose of mitigating threats not contemplated by the plan.

2. Development of the above plan improvements shall include meetings with community stakeholders, business owners, pedestrian and bicycle advocacy groups, users of accessibility devices, and other invested or interested parties.

ADOPTED by the Redmond City Council this _____ day of _____

_____, 2024.

APPROVED:

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO:

ATTACHMENT C



Council Policy Proposal

Return this form to Diedra Maher at dmaher@redmond.gov by Wednesday at 5 p.m. the week prior to the Council Study Session. Council Leadership will be alerted there is an item to schedule for consideration at a future Council Talk Time. Attached documentation will be provided to the Clerk for addition to the agenda for all Council Members and the public to review.

Tracking Number 0004 Date of Request 9/18/2024 Requester Jessica Forsythe

Problem Statement Proposal

As a result of multiple vehicles being used to commit crimes by driving into structures and a lack of clarity on how a business owner or party of interest may submit a permit request to temporarily place protective measures in the public right of way, the attached resolution is proposed

Relationship to City Business or Proposed City Business/Services

As laid out by the draft resolution, this proposal is in line with Redmond’s Community Strategic Plan, Public Safety goals, Transportation Facilities Plan, and Vision Zero efforts.

Connection to Strategic Plan. Budget Priorities or other Citywide Plans

Choose all that apply or enter plan name

- Diversity, Equity, and Inclusion
Environmental Sustainability
Housing Choices
Infrastructure
Public Safety
Healthy and Sustainable
Safe and Resilient
Vibrant and Connected
Strategic and Responsive
Capital Investment Program

Timing

Consideration and implementation are imperative as we have seen a rise in repeated crime activity using stolen motor vehicles across our region and in particular in our downtown core where the

placement of temporary measures in the public right of way may be beneficial in the prevention of further crimes.

Supporting Documentation

<https://www.redmond.gov/1620/Community-Strategic-Plan>

<https://www.redmond.gov/704/Transportation-Facilities-Plan#:~:text=The%2018%2Dyear%20Transportation%20Facilities,range%20infrastructure%20plan%20for%20transportation.>

<https://www.redmond.gov/1625/Public-Safety>

<https://www.redmond.gov/DocumentCenter/View/24493/RES1559-PDF?bidId=>

See attached PDF for draft resolution.

Councilmember Sponsors (not required)

Cannot be a quorum unless discussed at an open public meeting.

When you submit/email this form to Staff also CC listed co-sponsors for affirmation of their support.

_____ Jessica Forsythe _____
Sponsoring Councilmember

1. Steve Fields _____
Councilmember

2. _____
Councilmember

Post Action (to be completed by Council Leadership)

- Referral To Study Session
 Staff Review
 No Action

- Committee of the Whole
 Add to Priorities List / Ranking _____
 Legal Review

City of Redmond
Payroll Check Approval Register
Pay period: 11/1 - 11/15/2024
Check Date: 11/25/2024

Check Total:	\$	24,481.19
Direct Deposit Total:	\$	2,642,262.88
Wires & Electronic Funds Transfers:	\$	1,537,558.41
Grand Total:	\$	<u>4,204,302.48</u>

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

All Checks numbered **188522** through **188536** ,
Direct deposits numbered **176236** through **176997** , and
Electronic Fund transfers **1777** through **1780**
are approved for payment in the amount of **\$4,204,302.48**
on this **3 day of December 2024**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 11/1 - 11/15/2024
Check Date: 11/25/2024

Total Checks and Direct deposit:	\$	3,805,117.01
Wire Wilmington Trust RICS (MEBT):	\$	399,185.47
Grand Total:	\$	<u>4,204,302.48</u>

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

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B

Human Resources Director, City of Redmond
Redmond, Washington
