

City of Redmond



Agenda

Tuesday, August 17, 2021

4:30 PM

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

Committee of the Whole - Public Safety

Committee Members

Varisha Khan, Presiding Officer

Jeralee Anderson

David Carson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Tanika Kumar Padhye

AGENDA

1. Approval of Interlocal Agreement with King County for the City to operate as a Public Safety Answering Point (911) [CM 21-364](#)
[Attachment A: 2010 911 Participation Agreement](#)
[Attachment B: Additional Background Information](#)
[Attachment C: 2020-0170 PSAP ILA](#)
Department: Police, 10 minutes
Requested Action: Consent, September 7th

2. First Modification to Interlocal Agreement to Provide Law Enforcement Mutual Aid for an Independent Force Investigation Team - King County (IFIT-KC) [CM 21-388](#)
[Attachment A: Interlocal Agreement](#)
[Attachment B: First Modification Interlocal Agreement](#)
[Attachment C: Executive Order](#)
[Attachment D: RCW 10.93.160](#)
Department: Police, 10 minutes
Requested Action: Consent, August 17th

3. Washington State Legislative Impacts to the Redmond Police Department - July 2021 [CM 21-365](#)
[Attachment A: WASPC Considerations from the 2021 Legislative Session](#)
Department: Police, 10 minutes
Requested Action: Information Only

4. Fire Save v. Loss Report (Q2, 2021) [CM 21-386](#)
[Attachment A: Presentation](#)
Department: Fire, 10 minutes
Requested Action: Information Only



Memorandum

Date: 8/17/2021
Meeting of: Committee of the Whole - Public Safety

File No. CM 21-364
Type: Committee Memo

TO: Committee of the Whole - Public Safety
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

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

Police	Sheryl Mullen	Support Services Manager
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TITLE:

Approval of Interlocal Agreement with King County for the City to operate as a Public Safety Answering Point (911)

OVERVIEW STATEMENT:

The Interlocal Agreement between City of Redmond and King County describes the 911 related services to be provided by the County and the Public Safety Answering Point (PSAP) and the rights and responsibilities of the parties to each other.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Police Department Policy 801 The Communications Center
- **Required:**
Interlocal agreements require approval by the Council.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Redmond residents and community members will continue to be served by the local Redmond Police Department PSAP

in alignment with the regionally collaborative guiding principles of the King County E911 Strategic Plan.

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:
\$5,472,306 Budgeted for Dispatch Services (including 911) in 2021-2022

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
#226 Police Dispatch and Support

Budget Priority:
Safe and Resilient

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

If yes, explain:

The interlocal agreement provides reimbursement for WAC eligible expenses through the Excise Tax Revenue Distribution.

Funding source(s):
\$214,629 2021 KC E911 Excise Tax Revenue Distribution
\$209,318 2022 KC E911 Excise Tax Revenue Distribution

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
9/7/2021	Business Meeting	Approve

Time Constraints:

The interlocal agreement commences upon execution by the County and the City PSAP and includes an initial term through December 31, 2023. The agreement may be extended upon mutual agreement for consecutive renewal terms of five years each.

ANTICIPATED RESULT IF NOT APPROVED:

If this ILA is not approved, the Redmond PSAP will not be considered eligible for excise tax revenue disbursements of Washington Administrative Code (WAC) eligible expenses. Further, absent a signed contract, Redmond could lose the ability to operate as a PSAP, which would require King County to enter an agreement with another PSAP to provide 911 services in the City.

ATTACHMENTS:

Attachment A: King County Enhanced 911 Participation Agreement (2010) - expired 4/26/2015.

Attachment B: Memo - Additional Background Information

Attachment C: 2020-0170 PSAP ILA RPD

Redmond

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KING COUNTY ENHANCED 911 PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of April, 2010 by and between the City of Redmond on behalf of the Redmond Police Department (hereinafter "Public Safety Answering Point" (PSAP)), and King County, a Home Rule Charter County Government in the State of Washington, (hereinafter "County").

WHEREAS, it is in the public interest to provide 911 emergency telephone service so that the public may summon emergency public safety assistance as quickly and efficiently as possible; and

WHEREAS, Ch. 82.14B RCW et seq. provides for funding of an emergency services communication system through the imposition of an excise tax on switched access lines and on radio access lines; and

WHEREAS, the operation of the County's Enhanced 911 emergency telephone system (hereinafter the "System"), is governed by 911 Tariffs filed with the Washington Utilities and Transportation Commission by Qwest Corporation (hereinafter "Qwest"), Verizon Northwest Incorporated, and Century Telephone; and

WHEREAS, the County has entered into a Service Agreement which complements the 911 Tariff with Qwest for the operation of the System; and

WHEREAS, said 911 Tariffs and Service Agreement, attached hereto as Exhibit 1, impose terms and conditions concerning the use of the E-911 equipment that must be complied with by all PSAPs; and

WHEREAS, the County coordinates with each of the Wireless Carriers who offer service in King County for the provision of E-911 service to their customers; and

WHEREAS, the operation of any large and complex 911 system requires considerable coordination within and among the participating agencies; and

WHEREAS, the parties hereto desire to establish the policies, procedures, and responsibilities necessary to operate and provide continuity for the Enhanced 911 emergency telephone system for King County:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

The following terms shall have the meanings set forth below whenever they are used in this Agreement. All other terms shall be as defined in the 911 Tariffs and The Service Agreement.

- A. 911 Tariffs shall jointly refer to: Qwest Corporation Section 9.2.1, "Universal Emergency Number Service - 911", filed with the Washington Utilities and Transportation Commission as Docket No. UT-071173 (Qwest 911 Tariff); Verizon Northwest Incorporated, Section 12, "E9-1-1 Emergency Telephone Service", filed with the Washington Utilities and

Transportation Commission as Docket No. UT-041765 (Verizon 911 Tariff); and Century Telephone of Washington Incorporated Schedule 37, "9-1-1 Emergency Service", filed with the Washington Utilities and Transportation Commission as Docket No. UT-031151 (Century Telephone 911 Tariff), and to subsequent 911 tariffs replacing these specified tariffs. Each of these tariffs may also be referred to individually by their company name; e.g. "Qwest 911 Tariff".

- B. E-911 Equipment shall mean the site equipment necessary at a PSAP to terminate incoming 911 lines, control 911 calls, and obtain and display the telephone number and location information of the 911 caller at the 911 call taker positions.
- C. PSAP Consolidation shall refer to two or more PSAPs who combine their operations and services to form one new PSAP or one or more PSAPs who merge their operations and services with an existing PSAP.
- D. Public Safety Answering Point (PSAP) shall mean a public safety agency communications center where 911 emergency calls for a specific geographic area are answered and handled. PSAPs are designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs receive 911 calls directly from the public; Secondary PSAPs receive 911 calls only on a transfer or relay basis from the Primary PSAP. Current PSAPs are listed in Exhibit 2.
- E. Public Safety Response Agency shall mean a public police, fire, or emergency medical agency which provides public safety services in response to 911 calls. It may be a public agency that is not a PSAP, but has a contractual relationship with a PSAP to provide public safety services in response to 911 calls.
- F. Radio Access Line shall mean the same as defined in RCW 82.14B.020(5).
- G. Service Agreement shall refer to the Agreement signed between King County and Qwest Corporation for Enhanced 911 Service. The Agreement with Qwest Corporation, formerly US West Communications, Inc., was signed on December 22, 1998, amended on May 24, 2002, May 22, 2003, and May 3, 2006 and will remain in effect until December 31, 2012. This Agreement may also be referred to by the company name, "Qwest 911 Service Agreement".
- H. Switched Access Line shall mean the same as defined in RCW 82.14B.020(3).
- I. System shall mean the Enhanced 911 (E-911) emergency telephone system described in the "Enhanced 911 Service Agreement Between King County and Qwest Corporation" signed on December 22, 1998 and contracted for under King County Contract Number M10135M. System shall include the Next Generation 911 (NG911) Emergency Services Internet Protocol Network (ESInet) and Automatic Location Information (ALI) Database as described in Washington State Contract Number E09-196.

- J. Telephone Companies shall refer to Qwest Corporation, Verizon Northwest Incorporated, and Century Telephone jointly or independently, depending on the function to be performed.
- K. Wireless 911 Calls shall refer to 911 calls generated from Radio Access Lines.
- L. Wireless Carriers shall mean the same as defined in RCW 80.04.010.

2. TERM OF AGREEMENT

- A. This Agreement shall commence upon execution by both parties. The Agreement shall continue from year to year as a one-year Agreement, but shall in no event continue for more than five (5) consecutive years.
- B. In the event two or more PSAPs combine their operations and services to form one new PSAP or one or more PSAPs merge their operations and services with an existing PSAP, which events shall hereinafter be referred to as a consolidation, or a PSAP changes status; i.e., primary to secondary or vice versa, the terms of this Agreement that apply to the PSAP's new status shall be binding on the newly formed PSAP, or PSAP with changed status, subject to the provisions of Article 22 herein. The PSAP shall notify the County of a planned consolidation or change in status not less than one hundred twenty (120) calendar days prior to the effective date of such consolidation or change in status.
- C. The parties understand that termination of E-911 service jeopardizes the safety of the public in King County. In the event the PSAP fails to comply with the terms of this Agreement, County intends to enforce the provisions specified in Article 8.G. and any other remedies available to County.

3. SCOPE OF AGREEMENT

A. County Responsibility

- 1. The County shall provide E-911 Service as procured from the Telephone Companies under the 911 Tariffs and the Service Agreement to the PSAP.
- 2. The County shall coordinate with the Wireless Carriers who provide service in King County for the provision of E-911 service to their customers.
- 3. The County shall coordinate with the Voice over Internet Protocol (VoIP) service providers who provide service in King County for the provision of E-911 service to their customers.
- 4. The County will assure the installation of E-911 equipment with a capacity adequate to handle the number of incoming 911 lines as prescribed by Qwest's traffic study as described in the Qwest 911 Tariff and the County shall pay the cost of additional E-911 equipment required as a result of said study. The exception shall be for new PSAPs added to the E-911 System after the initial installation of the System as specified in Article 10 herein.

B. PSAP Responsibility

In addition to meeting the requirements specified elsewhere in this Agreement, the PSAP and its employees and agents shall act consistently with the terms and conditions of the 911 Tariffs and shall accept the following responsibilities:

1. Each PSAP shall meet the operational standards outlined in Exhibit 3.
2. Each PSAP shall follow the operational procedures and protocols outlined in Exhibit 4.
3. Each PSAP shall provide the County with verification and certification of the accuracy and completeness of street address data within its serving area as specified in the 911 Tariffs. Such address data shall be provided by the County to the PSAP in the form of a quarterly computer printout of all street segments and address ranges on those segments within the jurisdictional boundaries of the agencies served by that PSAP. The PSAP shall proofread said printout and notify the County of any errors therein. All errors noted by the PSAP shall be corrected by the County and Qwest in the Master Street Address Guide (MSAG). When all errors have been corrected, the PSAP shall certify in writing to the E-911 Program Manager the accuracy of the corrected printout. The County shall have no responsibility for the accuracy of address entries certified by the PSAPs as being correct. PSAPs may delegate these tasks to the Public Safety Response Agencies they provide service to, but each PSAP is responsible for ensuring that these requirements are met.
4. Each PSAP shall be responsible for maintaining an up-to-date MSAG definition of its serving area and verify the accuracy of new telephone subscriber information when requested by the County. This information shall be provided to the PSAP in the form of an MSAG Change Form. The PSAP shall verify that the information presented on said form is correct, or shall note any corrections on said form, and return it to the County within ten (10) business days. PSAPs may delegate these tasks to the Public Safety Response Agencies they provide service to, but each PSAP is responsible for ensuring that these requirements are met.
5. In the event that a dispute arises between Public Safety Response Agencies regarding jurisdiction over addresses in the MSAG, and the Public Safety Response Agency is not a PSAP, the PSAP and the Public Safety Response Agency may agree in writing to allow the Public Safety Response Agency to act on behalf of the PSAP to resolve the dispute. Such dispute shall be resolved by the Public Safety Response Agencies outside of and independent of this Agreement. At such time as the County becomes aware of such dispute, no further MSAG changes within the disputed area will be made until the County is notified in writing by both parties that agreement has been reached regarding jurisdiction.
6. The PSAP shall provide the County with adequate notice of any annexations and incorporations to allow sufficient time for the County and Qwest to process the MSAG changes before the effective date of the

annexation or incorporation. PSAPs may delegate this task to the Public Safety Response Agencies they provide service to, but each PSAP is responsible for ensuring that this requirement is met.

4. INSTALLATION AND SITE PREPARATION

- A. The PSAP shall be responsible for all PSAP site preparation, and for meeting and maintaining proper environmental conditions at the site, including but not limited to, temperature requirements (including air conditioning if applicable), cleanliness, commercial power, backup power, grounding, conduits, and power poles, as required by the Telephone Companies in accordance to requirements of the equipment manufacturers. The PSAP may seek reimbursement from the County for that portion of the cost of site preparation which is directly due to the requirements of the E-911 Equipment, according to the following procedures:
1. The PSAP shall request County reimbursement of such cost in writing not less than ninety (90) calendar days prior to the scheduled installation of E-911 equipment at the affected site at that PSAP.
 2. The E-911 Program Manager will evaluate all written requests for the reimbursement of PSAP site preparation costs and provide each PSAP submitting such a request with a written response either approving or denying said request or portions thereof within thirty (30) calendar days of the submission of said request. Failure to respond within thirty (30) calendar days shall not be deemed approval by the County. There will be a two (2) week period for the appeal and resubmission of denied requests.
 3. Vouchers or invoices for PSAP site preparation costs approved for County reimbursement shall be submitted to the County by the PSAP within fifteen (15) calendar days of the date in which the voucher or invoice was received by the PSAP. Said vouchers and invoices shall be reviewed and, if approved as stipulated in paragraph 2. herein, certified by the E-911 Program Manager for reimbursement to the PSAP and said reimbursement shall be made by the County as Excise Tax revenues are available based on the priorities for Excise Tax revenue distributions defined in Article 8, Paragraphs B. and C.
- B. The County shall provide the PSAP with written information containing complete dimensions, space requirements, electrical requirements, and mounting requirements of all PSAP E-911 equipment within five (5) calendar days of the date said information is provided to the County by the Telephone Companies.
- C. The PSAP shall provide the County with a detailed floor plan showing the location of each piece of existing equipment and the space provided and electrical outlets available for the installation of PSAP E-911 equipment not less than forty (40) calendar days prior to the scheduled installation of said equipment at each PSAP. Changes to the floor plan made after submission to the County may result in charges to the PSAP in the amount equal to charges levied against the County by the Telephone Companies as a result of said changes. If the Telephone Companies deem the site unacceptable, the County shall provide written notice to the PSAP specifying items which need correction within fifteen (15) calendar days

of the date the County receives written notice from the Telephone Companies that the site is unacceptable and the PSAP shall, as soon as feasible, make all necessary corrections.

- D. When the PSAP provides inside wiring, all station cable, riser cable, distribution and feeder cable will be tested and identified by the PSAP at the main and any intermediate distribution frame(s). All telephone and data jacks will be properly labeled and a corresponding floor plan will be provided to the County by the PSAP.
- E. The PSAP shall certify to the County in writing prior to the scheduled installation date that the locations, space, and electrical outlets designated for PSAP equipment installation are available and free of any and all encumbrances which the Telephone Companies have advised would inhibit installation and security of said equipment.
- F. The PSAP shall perform its site preparation as stipulated herein in compliance with all applicable building codes, fire codes, National Fire Protection Association regulations, and all other codes, ordinances, and regulations which are applicable.
- G. The PSAP shall ensure that its personnel are available to receive delivery of E-911 equipment at site, at a date and time to be determined between the Telephone Companies and the PSAP.
- H. The PSAP agrees to grant reasonable right of entry to the Telephone Companies' representatives to deliver the E-911 equipment and/or perform all installation, maintenance, and other required services of said equipment, and will make available a reasonable amount of appropriate secure space for storage of said equipment or parts as necessary.
- I. All necessary interfacing between the E-911 equipment and trunks and the telephone equipment at the PSAP shall be provided by the County.

5. SYSTEM PERFORMANCE

- A. The PSAP shall prepare Automatic Location Identification (ALI) and Selective Routing discrepancy reports in a format as agreed to by Qwest, the County, and the PSAP Committee for review and transmittal by the County to Qwest. Said discrepancy reports will indicate incidents when incorrect or no ALI data is displayed at the PSAP and incidents when 911 calls other than alternate or default routed calls have been incorrectly routed.
- B. The PSAP shall contact Qwest immediately upon the failure of a unit of E-911 equipment provided by the County and shall record the time of failure or discovery of failure, the time of arrival of maintenance personnel, and the time of full restoration of equipment in writing and report those times to the County. The PSAP shall notify the E-911 Program Manager as defined in Article 11 herein of said failure in a timely manner.
- C. During periods of E-911 equipment downtime the PSAP may use operable equipment when such action does not interfere with maintenance of inoperable equipment, as determined by the Telephone Companies.

- D. Upon the discovery of the failure of any non-E-911 equipment provided to the PSAP by the County, including equipment which tracks 911 call statistics or interconnects the PSAPs for the exchange of data, the PSAP shall notify the County of such equipment failure by the next business day following the equipment failure.

6. EVALUATION

The PSAP agrees to cooperate with the County in the evaluation of the System and to make available all information desired by the County to perform the evaluation. Evaluation information requested by the County and provided by the PSAP shall be limited to data available to the PSAP from systems or procedures in place at the time of the request. Said data may be provided to the County in a raw format to be compiled or summarized by the County.

7. CONDITIONS OF USE

The PSAP and the County concur in and agree to the following conditions relating to the use and operation of the E-911 System:

- A. The System shall be provided only to allow the PSAPs to receive and transfer reports of emergencies by the public according to the procedures and protocols outlined in this Article and in Exhibits 3 and 4, and the PSAPs shall defend and hold the County harmless from and against any and all claims, demands, and causes of action, including costs and attorneys fees associated therewith, arising out of the performance of the PSAPs' usual functions and duties as public safety emergency call answering/dispatch agencies which functions and duties are not substantially altered by the installation and operation of the System.
- B. The PSAPs shall list only 911 in the telephone directories serving their respective areas as the telephone number to call to report police, fire, and medical emergencies. The PSAPs shall maintain ten-digit or other existing numbers for reporting emergencies, but shall not list those numbers as emergency numbers in telephone directories.
- C. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the PSAPs. The PSAPs will not use the E-911 System for administrative purposes, for placing outgoing calls, or for receiving non-emergency calls. The PSAPs shall list a separate number for non-emergency calls in the telephone directory for their respective areas.
- D. The E-911 System is arranged for one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.
- E. ALI shall not be exclusively relied upon for the dispatch of emergency services. Prior to any dispatch, the PSAP Call Receiver will attempt, where feasible, to verify the location of the incident with the caller.
- F. ANI/ALI information consisting of the names, addresses, and telephone numbers of telephone subscribers whose listings are not published in directories or listed in directory assistance offices is confidential. Such information will be provided on a

call-by-call basis only for the purpose of handling emergency calls and any permanent record of such information shall be secured by the PSAPs and disposed of in a manner which will retain that security except as otherwise required by applicable law. Should the PSAP not take the necessary steps to protect this confidential information, the Telephone Companies may restrict access to such confidential customer information.

- G. In the event a PSAP receives a 911 call reporting an incident outside its serving area, that PSAP shall transfer such call or relay the information derived from the caller when a transfer is not feasible to the appropriate PSAP or agency immediately upon determining that the incident is outside its serving area.
- H. It is understood and agreed that the furnishing or automatic display of number and location identification pertaining to incoming 911 calls hereunder and the information provided thereby is to be used by the PSAPs solely for the purpose of answering and responding to emergency calls in a manner consistent with the nature of the emergency and in accordance with the terms of this Agreement. Any other use of the database may result in immediate termination of E-911 Service to the violating PSAP. Any PSAP provided systems, such as Computer Aided Dispatch (CAD), will be used and configured only to monitor the output of the ALI/DMS as it relates to a specific emergency call. Data acquired by a PSAP via the monitoring of the ALI/DMS output may be used to enhance or facilitate the operations or management information systems of that PSAP but the PSAP shall maintain the confidentiality of individual telephone subscriber records as stipulated in F. above.
- I. Pursuant to WAC 480.120.452, the PSAP may make a reverse search of information in the Automatic Location Identification (ALI) database when, in the judgment of the PSAP representative, an immediate response to the location of the caller or to the location of another telephone number reported by the caller is necessary because of an apparent emergency.
 - 1. Absent a judicial order, reverse search must not be used for criminal or legal investigations or other non-emergency purposes.
- J. It is understood and agreed that the E-911 Equipment provided by the County to the PSAP under this Agreement remains the property of the County and the PSAPs shall allow the removal of said equipment at the termination of this Agreement.

8. EXCISE TAX REVENUE DISTRIBUTION

The County shall levy the E-911 Excise Tax pursuant to Ch. 82.14B RCW and at a rate adequate to pay system operation charges and E-911 administration costs incurred by the County, and to provide for Excise Tax revenue distributions to the PSAPs subject to the following conditions, policies, and procedures:

- A. The County shall adopt such legislation as may be necessary to direct the investment of any monies in the E-911 Emergency Telephone System Fund (E-911 Fund) which are not required for immediate expenditure in securities legally permitted for investment under the provisions of the first paragraph of R.C.W.

36.29.020. The investment authority provided by this legislation shall not negate or affect the authority of the County to include the retained cash balance in the E-911 Fund as part of the residual treasury cash invested under the second paragraph of R.C. W. 36.29.020 as now or hereafter amended. All proceeds from investments under the first paragraph of R.C.W. 36.29.020 shall be retained by the County in the E-911 Fund to defray future costs of the System as stipulated herein; provided, the County is authorized and directed to charge and collect investment service fees as provided in R.C.W. 36.29.020.

- B. Excise Tax revenues collected and any interest which may accrue thereon shall be used first to purchase and maintain E-911 PSAP Equipment, including upgrades necessary for Next Generation 911 (NG911) system requirements ; second, to defray all costs of operation payable to the Telephone Companies as defined in the 911 Tariffs and the Service Agreement, including upgrades necessary for Next Generation 911 (NG911) system requirements; third, to pay the costs incurred by the County to administer the E-911 Program, to provide for the risks to the County of the E-911 Program as determined by the King County agent responsible for risk management, and to pay the PSAPs' costs of naming the County as an additional insured under the requirements of Article 19 herein; fourth, to defray any costs associated with E-911 resulting from the consolidation of PSAPs; fifth, to defray the costs associated with County approved E-911 PSAP GIS CAD System GIS and IT System Specialist positions; and sixth, to defray operational and/or equipment costs of the PSAPs directly attributable to and resulting from the operation of the System. Any revenues not expended as described above and any interest which may accrue thereon shall be retained by the County to defray any future costs of a County-wide Enhanced 911 emergency telephone system, including any costs of termination thereof.
- C. Any PSAP that deems that it has incurred or will incur costs that are attributable to the System may submit a written request to the County for a defrayal of those costs from Excise Tax revenues. Said written request shall include a complete itemization of those costs including: (1) a complete description of equipment purchased or to be purchased with a comprehensive statement of need for said equipment; a thorough explanation demonstrating that said need is resultant from the System; costs per unit or item of equipment; and total costs for said equipment. All costs submitted in said written requests for County subvention shall be derived through accepted accounting practices.
- D. The E-911 Program Manager will evaluate all requests for Excise Tax revenue funding and assign priorities to those requests on an item by item basis according to the policies and procedures stipulated herein. Allowable costs for Excise Tax revenue funding in priority order may include but are not necessarily limited to:
1. Costs necessitated by a consolidation of PSAPs, including costs associated with the relocation and reinstallation of E-911 equipment, modifications to the database supporting selective routing and transfer, and other costs associated with the System.
 2. Equipment costs including costs of devices or components used for the functions of receiving, distributing, transferring, recording, producing statistical data about, or handling E-911 emergency calls; and/or costs of

equipment used to support those functions; e.g., back-up emergency power devices required to support E-911 Equipment.

3. Other costs attributable to E-911.
 - E. The E-911 Program Manager will provide each PSAP submitting a written request with a written response either approving or disapproving said request or portions thereof within six (6) weeks following the receipt of the written request. Failure to respond within six (6) weeks shall not be deemed approval by the County. There will be a two (2) week period for the appeal and resubmission of denied PSAP Excise Tax revenue distribution requests to the County immediately following the date of said written response by the E-911 Program Manager.
 - F. Excise Tax revenue distributions granted to PSAPs through the processes defined herein shall be made within thirty (30) calendar days of the receipt of an invoice or invoices by the County, or a voucher or vouchers for equipment received or services rendered. Said invoices or vouchers shall be reviewed and certified by the E-911 Program Manager for payment.
 - G. The annual wireline revenue generated from switched access lines shall be distributed to the PSAPs based on the number of switched access lines served by each PSAP. The number of switched access lines served by each PSAP shall be determined by Qwest in January of the year the revenue is to be distributed. The total amount of revenue to be distributed shall be determined by the E-911 Program Manager. The percentage of the total amount to be distributed to the Primary and Secondary PSAPs shall be based on the percentage of 911 calls transferred by the Primary PSAPs to the Secondary PSAPs during the previous year, as specified in Exhibit 6. The revenue shall be distributed to the PSAPs on a quarterly basis.

The annual wireless revenue generated from radio access lines shall be distributed to the PSAPs based on the percentage of wireless 911 calls answered by each PSAP during the previous year. The total amount of wireless revenue to be distributed shall be determined by the E-911 Program Manager. The percentage of the total amount to be distributed to the Primary and Secondary Wireless PSAPs shall be based on the percentage of 911 calls transferred by the Primary Wireless PSAPs to the Secondary Wireless PSAPs during the previous year, as specified in Exhibit 6.

The PSAPs shall only expend E-911 revenue that has been distributed to them to fund items which have been determined to be appropriate to fund with E-911 funds as specified in Exhibit 6.

E-911 revenue will only be distributed to a PSAP if the PSAP has met all of the standards established in Exhibit 3 of this Agreement. These standards include the Minimum Acceptable, Funded, and Operational standards listed in the exhibit. If a PSAP does not meet the standards for one quarter, they will still receive their revenue for the quarter, but they will also receive a notice from the E-911 Program Office informing them that the standards have not been met. If the PSAP has not brought their performance up to standard by the end of the quarter in which they received their notice from the program office, their revenue

will be discontinued. If the PSAP then meets their quarterly standard within six months, they will begin receiving revenue for the quarter in which they met the standards as well as receive any revenue which was withheld. If the PSAP has still not met the quarterly standards after the six month period, they will once again receive revenue for the quarter in which they met the standards, but they will not receive any withheld revenue.

The County reserves the right to discontinue the distribution of Excise Tax revenues to any PSAP or PSAPs at any time if the affected PSAP or PSAPs fail substantially to comply with any of the other terms of this Agreement provided the County notifies the affected PSAP in writing of the PSAP's failure to comply with the terms of this Agreement and the nature of that failure and provided the affected PSAP shall have thirty (30) calendar days after such notice to correct said failure and notify the County in writing of said correction or the reasons for said failure and the PSAP's plans for correcting said failure including the time of correction. Within five (5) business days following the thirty-day correction period provided above, the County shall review the PSAP's written response and actions taken and determine whether to continue or discontinue the distribution of Excise Tax revenue to the affected PSAP. If the PSAP does not provide a written response, the County shall determine whether to continue or discontinue the distribution of Excise Tax revenue to the affected PSAP. The County shall inform the affected PSAP in writing of such determination, and the County shall inform the PSAP Committee as defined in Article 11 of the action taken.

9. NETWORK CHARGES

The PSAP shall reimburse the County on a monthly basis for charges for messages transferred by that PSAP from the E-911 System over exchange facilities as billed to the County by the Telephone Companies according to filed tariff rates applicable from the E-911 Control Office to the point of termination of the transfer. These are toll or message unit charges for calls transferred off the E-911 network. Reimbursement of said charges shall be made within thirty (30) calendar days of the receipt by the PSAP of a bill from the County. If these monthly charges are minimal, the County may choose to cover these costs for the PSAP.

10. ADDITION, DELETION, OR MOVEMENT OF PSAPS

Payment for the addition or movement of a PSAP or PSAP equipment, including E-911 equipment, made after the initial installation of the E-911 System that does not result from a consolidation shall be the responsibility of that PSAP. Such payment shall be in an amount equal to the actual costs billed to the County by the Telephone Companies for effecting a relocation of a PSAP or PSAP equipment and shall also include any costs associated with canceling or terminating any contracts. Relocation of a PSAP or PSAP equipment shall be arranged by the PSAP with the Telephone Companies. If addition or movement of a PSAP affects the routing of E-911 calls, changes to the database and/or MSAG shall be charged to said PSAP on a cost per conversion basis as billed by the Telephone Companies to the County.

The PSAP may request reimbursement from the County for the costs directly due to moving the E-911 equipment according to the following procedures:

1. The PSAP shall request County reimbursement of such cost in writing not less than ninety (90) calendar days prior to the scheduled move of E-911 equipment.
2. The E-911 Program Manager will evaluate all written requests for the reimbursement of E-911 equipment move costs and provide each PSAP submitting such a request with a written response either approving or denying said request or portions thereof within thirty (30) calendar days of the submission of said request. Failure to respond within thirty (30) calendar days shall not be deemed approval by the County. There will be a two (2) week period for the appeal and resubmission of denied requests.
3. Vouchers or invoices for E-911 equipment move costs approved for County reimbursement shall be submitted to the County by the PSAP within fifteen (15) calendar days of the date in which the voucher or invoice was received by the PSAP. Said vouchers and invoices shall be reviewed and, if approved as stipulated in paragraph 2. herein, certified by the E-911 Program Manager for reimbursement to the PSAP and said reimbursement shall be made by the County as Excise Tax revenues are available based on the priorities for Excise Tax revenue distribution defined in Article 8, Paragraphs B. and C.

11. SYSTEM MANAGEMENT

- A. The County shall designate an E-911 Program Manager to coordinate and manage the operation and maintenance of the System. The County shall notify the PSAPs of said designation by the date of this Agreement and immediately upon any change in said designation thereafter.
- B. A PSAP Committee shall stand throughout the term of this Agreement. The PSAP Committee shall be chaired by the E-911 Program Manager designated by the County under this Article and shall be composed of one representative designated by each PSAP. The PSAP Committee shall make recommendations to the County regarding the operation and management of the System.
- C. The County reserves the right to final judgment regarding E-911 System Management and the administration of E-911 excise tax proceeds.

12. ACCESS TO PSAP

The County and the Telephone Companies and their subcontractors shall at any reasonable time be provided access by the PSAP to premises where the E-911 equipment is located. This access shall be for the purposes of installing, inspecting, testing, and repairing equipment provided by the County under the terms of this Agreement and for removing E-911 equipment provided by the County.

13. VENDOR LIAISON

Only designated representatives of PSAPs participating in the System under this Agreement may request System maintenance from the Telephone Companies. The PSAP shall not request alterations, additions, or deletions in or to the service provided hereunder, except upon the prior written consent of the E-911 Program Manager. The

PSAP agrees that the Telephone Companies shall not be responsible for the resolution of disputes regarding the use of the System which may arise among participating or non-participating jurisdictions, municipalities and agencies.

14. MAINTENANCE

- A. The County shall provide preventative and remedial maintenance for the System.
- B. The PSAP shall identify the individual(s) to be responsible for reporting equipment or System failures. Said individual(s) shall promptly notify Qwest's designated agent of the time of failure and record said time as well as the time of arrival of maintenance personnel and the time of equipment restoration.

15. TRAINING

- A. The County shall provide training as procured from Qwest to the PSAP as follows:
 - 1. Operational training shall include instructional materials and classroom and/or on-the-job training covering the use of E-911 equipment for PSAP personnel designated by the PSAP to the County and employed at the time of new E-911 equipment installation.
 - 2. Maintenance training will be included in the operational training.
 - 3. The County shall provide as procured from Qwest one (1) copy of all appropriate and applicable operational manuals for each PSAP.
 - 4. All training by Qwest subsequent to new E-911 equipment installation shall be negotiated by the PSAP and Qwest.
- B. Except as specified in this Article, the PSAP shall train appropriate PSAP personnel on the operation of E-911 equipment, call-answering protocol, and database maintenance. Said training is not the responsibility of the County.

16. DOCUMENTATION

- A. Qwest and the County shall provide without charge to the PSAP all current and future System documentation required by the PSAP for database preparation and PSAP operations and maintenance as described in this Agreement.
- B. All System documentation provided to the PSAP under this Agreement may be reproduced by the PSAP, provided that such reproduction is solely for the internal use of the PSAP and further provided that no charge other than a printing or duplicating charge is made to anyone for such reproductions.

17. ATTACHMENTS

- A. The PSAP may, with the prior written consent of the County and Qwest, which consent shall not be unreasonably withheld, attach features or devices of other vendors to the E-911 equipment provided by Qwest. Qwest's consent will be based upon a determination by Qwest that said attachments will not degrade

System performance as defined in the 911 Tariffs. The County's consent will be based on Qwest's consent, and if necessary, Qwest will conduct an in-depth study to determine whether said attachments degrade the System.

- B. When any attachments are made to the equipment, unless such attachments are consented to by Qwest and the County:
1. Qwest and the County shall not be held responsible for defects in System Software or Documentation if such defects are caused by or result directly or indirectly from said attachments;
 2. Qwest and the County shall not be liable for any performance degradation of the E-911 equipment caused by or resulting directly or indirectly from said attachments;
 3. Qwest and the County will not be responsible for the proper or efficient operation of any System Software or Documentation affected directly or indirectly by said attachments.
 4. Resultant repair calls and E-911 equipment damages will be charged to the PSAP on a time and materials basis if said attachments cause any E-911 equipment to malfunction.
- C. Qwest shall not be responsible for maintenance of any attachments unless provided by Qwest.
- D. If at any time after installation, it becomes apparent that an attachment degrades System performance, Qwest or the County may require removal of said attachment.

18. LIABILITY

- A. The word "fault" as used throughout this article shall have the meaning ascribed to it in RCW 4.22.015 as of the date of the Service Agreement.
- B.
1. The PSAP agrees to defend, protect, and save the County, its elected and appointed officials, employees and agents, harmless from and against any and all claims, demands, and causes of action of any kind or character, including claims for attorneys' fees, and the cost of defense thereof, including reasonable attorneys' fees, arising out of the PSAP's sole fault with respect to the subject matter of this Agreement.
 2. The County agrees to defend, protect, and save the PSAP, its directors, its elected and appointed officials, and its employees and agents, harmless from and against any and all claims, demands, and causes of action of any kind or character, including claims for attorneys' fees, and the cost of defense thereof, including reasonable attorneys' fees, arising out of the County's sole fault with respect to the subject matter of this Agreement.
 3. Each party shall be responsible for any liability for damages to its own property as are caused by the concurrent or joint fault of the parties or due

to causes arising out of the subject matter of this Agreement which cannot be traced to the sole fault of one party.

- C. In the event the parties agree that one party shall defend the other party pursuant to section 18.B above, the defending party shall have the sole right to select legal counsel to defend against the claim, demand, or cause of action. In the event either party agrees to defend, protect, and save the other harmless, the defending party shall be empowered to settle or compromise the claims, demand, or cause of action, and the defended party shall not interfere therewith.
- D. In the case of liability for damages or injuries to persons other than employees of any party and in the case of liability for damages or injuries to property not belonging to either party, when the damages or injuries are due to causes arising out of the subject matter of this Agreement which cannot be traced to the sole fault of one party, the County and the PSAP shall be responsible for such damages or injuries in proportion to their respective shares of the fault, or equally if the parties' proportionate shares of fault cannot be determined.
- E. The PSAP agrees that it may be joined and has the right to join in any suit or claim wherein the County or the Telephone Companies or the Telephone Companies' subcontractors are affected or named as a party or parties, provided, however, that this joinder provision shall apply only when the claim or suit arises out of, is related to, or involves the subject matter of this Agreement or the PSAP's usual functions and duties as a public safety emergency call answering/dispatch agency. The County agrees that it may be joined and has the right to join in any suit or claim wherein the PSAP is affected or named as a party, provided, however, that this joinder provision shall apply only when the claim or suit arises out of, is related to, or involves the subject matter of this Agreement.
- F. This liability clause shall not be interpreted, construed or regarded either expressly or impliedly as creating a right of action for the benefit of or creating any obligation toward any third person legal entity other than the parties to this Contract.

19. LIABILITY INSURANCE

Prior to execution of this Agreement, the PSAP shall provide to the County evidence of general liability insurance with limits not less than two million dollars (\$2,000,000) per occurrence, with an aggregate limit of not less than four million dollars (\$4,000,000). Such evidence shall be in the form of a duly signed County or Insurance Industry Standard Certificate of Insurance form, substantially in the form provided herein as Exhibit 5, except that PSAPs which are self-insured shall provide to the County a written statement signed by the person authorized to sign this Agreement indicating the PSAP is self-insured. Any commercial liability insurance policy shall name King County as an additional insured with respect to the liabilities and obligations assumed by the PSAP under Articles 7.A and 18 of this Agreement. The PSAP shall procure or maintain, under this paragraph, sufficient and appropriate insurance or self-insurance to cover the liabilities and obligations assumed by the PSAP under Article 18 of this Agreement. Any commercial insurance referred to in this paragraph shall be maintained in full force and effect throughout the term of this Agreement, and shall be primary to any other valid and collectible insurance.

The County shall use E-911 Excise Tax revenues to pay or reimburse the PSAP for the

cost of naming the County as an additional insured on the PSAP's liability insurance policy and such payment or reimbursement shall be made according to the following procedures:

- A. The PSAP shall request County payment of such costs in writing not less than ninety (90) calendar days prior to the procurement of said insurance policy.
- B. The E-911 Program Manager with the PSAP Committee as defined in Article 11 herein will evaluate all written requests for the reimbursement of liability insurance costs and provide each PSAP submitting such a request with a written response either approving or denying said request or portions thereof within thirty (30) calendar days of the submission of said request. Failure to respond within thirty (30) calendar days shall not be deemed approval by the County. There will be a two (2) week period for the appeal and resubmission of denied requests.
- C. Vouchers or invoices for liability insurance costs approved for County reimbursement shall be submitted to the County by the PSAP within fifteen (15) calendar days of the date in which the voucher or invoice was received by the PSAP. Said vouchers and invoices shall be reviewed and, if approved as stipulated in paragraph B. herein, certified by the E-911 Program Manager for reimbursement to the PSAP and said reimbursement shall be made by the County as Excise Tax revenues are available based on the priorities for Excise Tax revenue distribution defined in Article 8, Paragraphs B. and C.

20. MEDIATION

Nothing in this subsection precludes any party from seeking relief from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation.

21. INDEPENDENT STATUS OF PARTIES

Both parties hereto, in the performance of this Agreement will act in their individual capacities and not as agents, employees, partners, joint venturers or associates of one another.

22. DELEGATION AND ASSIGNMENT

The PSAP shall not delegate its responsibilities under this Agreement nor shall any use of equipment provided by the Telephone Companies or the County hereunder be assigned, sublet or transferred by the PSAP without the prior written consent of the County, which consent shall not be unreasonably withheld.

23. GENERAL PROVISIONS

- A. This Agreement supersedes any prior agreement between the parties relating to the same subject matter and there are no contemporaneous verbal agreements between the parties relating to the same subject matter. This Agreement may not be altered or modified in any way unless the modification is reduced to writing and

signed by both parties.

- B. Any termination of this Agreement shall not terminate any duty of either party incurred prior to such termination.
- C. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.
- D. The County and the PSAP agree in all their employment policies and practices to refrain from illegal discrimination against any person on the basis of race, color, creed, religion, nationality, sex, age, marital status, sexual orientation, or the presence of any mental, physical or sensory handicap, including but not limited to hiring, firing, lay-off, promotion or demotion, job assignment, wages, and other terms and conditions of state and local rules, laws or ordinances and regulations regarding any such discrimination.
- E. If any term or condition of this Agreement or the application thereof to any persons(s) or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- F. PSAP records and documents with respect to the distribution of E-911 Excise Tax revenues shall be available and subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the County and/or Federal/State officials so authorized by law, rule, regulation, or contract during the performance of this Agreement and six (6) years after termination or expiration of this Agreement.
- G. This Agreement shall be governed by, subject to, and construed according to the Constitution and laws of the State of Washington and the Charter and Ordinances of King County and may be subject to the applicable rules and regulations of the Washington Utilities and Transportation Commission.
- H. All notices provided for in this Agreement shall be in writing addressed to the appropriate party to its representative designated below or in Exhibit 2, at the respective address set forth or to such other address or representative as is specified by notice provided:
 - County
Marlys R. Davis
E-911 Program Manager
7300 Perimeter Road South, Room 128
Seattle, Washington 98108-3825
 - PSAPs
See Exhibit 2
- I. Article headings are included in this Agreement for convenience only and are not

to be deemed to be a part of this Agreement.

J. Time is of the essence in this Agreement.

24. EXHIBITS

The following exhibits are attached and incorporated by reference into this Agreement:

- A. Exhibit 1 - 911 Tariffs and Service Agreement
- B. Exhibit 2 - Public Safety Answering Points
- C. Exhibit 3 - Operational Standards
- D. Exhibit 4 - Operating Procedures and Protocols
- E. Exhibit 5 - Certificate of Insurance
- F. Exhibit 6 - Study on Enhanced 911 Funding Policies

Changes to Exhibit 1 identified above shall be provided to the PSAP representative designated in Exhibit 2 without amendment to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date signed below.

KING COUNTY

PARTICIPANT (PSAP)

Caroline Whalen
Signature

[Signature]
Signature

Caroline Whalen
Name (Typed or Printed)

Tim Fuller
Name (Typed or Printed)

County Administrative Officer
Title

Police Chief
Title

4/26/18
Date

3/18/10
Date

Approved as to Form Only:

Approved as to Form Only:

King County Deputy Prosecuting Attorney

Attorney for Participant

Amy Eiden
Signature

[Signature]
Signature

Amy Eiden
Name (Typed or Printed)

JAMES E. HANEY
Name (Typed or Printed)

4/22/10
Date

3/2/10
Date

EXHIBIT 3

OPERATIONAL STANDARDS

A. General Provisions

1. There shall be two (2) types of operational standards for PSAPs: minimum acceptable standards and funded standards. Minimum acceptable standards are those which an agency must meet in order to be qualified as a primary or secondary PSAP. Any costs incurred by an agency to meet these standards are the responsibility of that agency. Funded standards are those which an agency also must meet in order to be qualified as a primary or secondary PSAP; however, PSAPs are eligible to receive E-911 excise tax revenue, as available, to offset costs that are reasonably necessary to meet these standards, provided that those costs are directly traceable through a reliable accounting method and are approved according to the procedures specified in Article 8 of the Agreement.
2. Barring unforeseen circumstances or consolidation of operations, each PSAP shall meet operational standards for the period of this contract.

B. Minimum Acceptable Standards for Primary and Secondary PSAPs

1. 24 Hour Service Standard - All primary and secondary PSAPs shall answer 911 calls on a twenty-four (24) hour, seven (7) day a week basis.
2. Call Recording Standard - Primary and secondary PSAPs shall make an audio record of each call. Tapes shall be held as required by state law.
3. Emergency Power Standard - Primary and secondary PSAPs shall be equipped with an emergency power source capable of supplying electrical power to at least serve their basic power requirements; e.g., environmental lighting, phone lights and bells.
4. Training Standards - Each PSAP shall ensure that all personnel within their PSAP who answer 911 calls are trained in the answering and handling of 911 calls and shall ensure that all personnel have successfully completed an adequate training program before answering 911 calls.
5. TDD/TTY Standards - The County shall equip all PSAP answering positions with TDD/TTY capabilities. Each PSAP shall ensure that all personnel within their PSAP who answer 911 calls are trained in the answering and handling of TDD/TTY 911 calls and shall ensure that all personnel have successfully completed an adequate training program before answering 911 calls.
6. Wireline Abandoned Calls - Each PSAP shall respond to all abandoned or "hang-up" Wireline 911 calls by attempting to call back the telephone number provided on the ANI/ALI display. If contact with the caller cannot be made through a call back attempt, each PSAP shall make a reasonable effort to contact the caller through other means as deemed to be appropriate. Each PSAP shall establish policies and procedures to document the actions to be taken by their personnel in responding to abandoned 911 calls.

7. Wireless Calls – Each PSAP shall make a reasonable effort to respond to all Wireless 911 calls based on the location information that is available. The location information may be provided on the ANI/ALI display or by the caller. If the call is disconnected prior to determining the location of the caller, each PSAP shall attempt to call back the telephone number provided on the ANI/ALI display. If contact with the caller cannot be made through a call back attempt, each PSAP shall make a reasonable effort to contact the caller through other means as deemed to be appropriate. Each PSAP shall establish policies and procedures to document the actions to be taken by their personnel in responding to Wireless 911 calls.

- a. The following specific procedures are to be followed when responding to Phase I and Phase II Wireless 911 calls, as defined by the Federal Communications Commission in CC Docket No. 94-102:

Phase I Wireless 911 Calls:

- If the caller can be heard in the background and no problem is indicated, the call-taker should disconnect the call and attempt a call-back. If the call-back is unsuccessful, no additional response is warranted.
- If it is a silent open line call, the call-taker should do a TTY query. If no response, the call-taker should disconnect the call and attempt a call-back. If the call-back is unsuccessful, no additional response is warranted.
- On an abandoned (hang-up) call, the call-taker should disconnect the call and attempt a call-back. If the call-back is unsuccessful, no additional response is warranted.

Phase II Wireless 911 Calls:

- On an open line call in which the caller can be heard in the background and no problem is indicated, the call-taker should disconnect the call and attempt a call-back. If the call-back is unsuccessful, no additional response is warranted.
- On a silent open line call, the call-taker should remain on the call, and the PSAP shall make a reasonable effort to contact the caller through other means as deemed to be appropriate. Each PSAP shall establish policies and procedures to document the actions to be taken by their personnel in responding to Phase II silent open line 911 calls.
- On an abandoned (hang-up) call, the call-taker should disconnect the call and attempt a call-back. If the call-back is unsuccessful, a police officer should be dispatched to the location to attempt to locate the caller.
- Providing an emergency is not known to be in progress, the responding officer may choose a "non-response" if the location is determined or is known to be inaccurate or in a congested area, such as a mall or a high-rise building.

8. Voice over Internet Protocols (VoIP) and Automatic Collision Notification (ACN) Calls – Each PSAP shall make a reasonable effort to respond to all VoIP and ACN 911 calls based on the location information that is available. The location

information may be provided on the ANI/ALI display, by the caller, or by a private call center. If the call is disconnected prior to determining the location of the caller, each PSAP shall attempt to call back the telephone number provided on the ANI/ALI display, by the caller, or by the private call center. If contact with the caller cannot be made through a call back attempt, each PSAP shall make a reasonable effort to contact the caller through other means as deemed to be appropriate. Each PSAP shall establish policies and procedures to document the actions to be taken by their personnel in responding to VoIP and ACN 911 calls.

C. Funded Standards for Primary and Secondary PSAPs

Call Answering Standard - The County shall equip enough answering positions with Automatic Number Identification (ANI) and Automatic Location Identification (ALI) and the PSAPs shall assign enough operators such that, barring major disasters or other extraordinary events, during each hour of a calendar quarter a minimum of 90% of those 911 calls received by each PSAP shall be answered within ten (10) seconds. An extra three (3) seconds shall be added to this standard to accommodate the telephone equipment ring cycle. The time of answer shall be considered to be the time when a person answers the call. The electronic answering of a call shall be included in the queue time. The percentage of hours in a quarter in which PSAPs are allowed to not meet the standard and still be eligible to receive their revenue distribution shall be reviewed and set on an annual basis.

D. Operational Requirements of all PSAPs

1. Call Documentation - The County shall provide each PSAP with a call data printer and/or other call data analysis equipment. The E-911 Program Manager and PSAP Committee shall have access to 911 call data for the purpose of documenting compliance with PSAP operational standards. Each PSAP shall keep a copy 911 call data for a minimum of six months.
2. 911 as Primary Emergency Telephone Number - The digits "911" shall be the primary emergency telephone number in King County and the only telephone number that shall be listed in King County telephone directories for reporting police, fire, and medical emergencies. Each PSAP, however, shall maintain a separate ten-digit emergency back-up number and list a separate number for non-emergency telephone calls in the telephone directory serving its area.
3. Night Service Routing - Each PSAP shall establish night service routing (back-up routing) at another PSAP which is capable of handling its 911 calls if for any reason the PSAP is unable to handle its own calls. Each PSAP shall test their night service routing at least once every month to ensure that it is operating properly. Each PSAP shall also establish disaster procedures which follow the guidelines of their emergency management authority which will allow their personnel to function on site for a minimum of three (3) calendar days or relocate to their night service routing location, depending on requirements dictated by the disaster situation.

EXHIBIT 4

OPERATING PROCEDURES AND PROTOCOLS

The operating procedures and protocols for PSAPs are as follows:

- A. Extenuating Circumstances.
1. Extenuating circumstances as identified by the PSAP call taker can alter the handling of an emergency call from this procedure, and in such situations the call taker shall follow their local PSAP procedures for those extenuating circumstances.
 2. Examples of extenuating circumstances include but are not limited to:
 - Combined call taker/dispatcher coordinating an officer safety situation on the radio.
 - Combined Police, Emergency Medical Services (EMS) situation when pre-arrival instructions are in progress.
- B. 911 Call Answering.
1. Primary PSAP call takers shall answer all incoming 911 calls with an initial phrase containing "911", such as "911, what are you reporting?"
 2. Secondary PSAP call takers shall answer all incoming 911 calls with an initial phrase that includes a listing of the services supported by that PSAP; e.g., "Fire and emergency medical", etc.
- C. 911 Call Screening.
1. One of the basic functions of Primary PSAPs is the initial screening of 911 calls from the public and when appropriate, the distribution/transfer of those calls to the appropriate agency.
 2. Primary PSAP call takers shall not interview callers except as required to determine the nature and location (including city or area) of the emergency, unless the call takers at the Primary PSAP are also the dispatchers for one or more of the three (3) basic services (Police, Fire, and EMS). All other calls shall be immediately transferred to the PSAP dispatching the appropriate service. A Primary PSAP call taker shall only interview callers reporting incidents requiring the service(s) for which they also dispatch; e.g., when a Primary PSAP operator is also a dispatcher for police in the jurisdiction(s) encompassed within that PSAP's boundaries, the operator will interview a caller reporting an incident requiring police services only and will immediately transfer a caller reporting an incident requiring fire and/or EMS services.
 3. One of the basic functions of Secondary PSAPs shall be the receipt of calls reporting incidents requiring the services of agencies supported by the Secondary PSAP as transferred by a Primary PSAP, the interview of callers reporting such incidents, the triaging of such calls, and the allocation of appropriate resources to resolve such incidents.

4. Secondary PSAP call takers shall interview so as to derive the location of the incident as the first priority. In the event that the location of the incident is in a jurisdiction served by agencies supported by another PSAP, the call taker shall immediately transfer the call to the appropriate PSAP.

D. Transferring Emergency Calls.

1. All PSAP call takers transferring a 911 call to another PSAP shall advise the caller to not hang up, and that they are connecting the caller with the appropriate agency or (name of PSAP agency)."
2. If the call drops, the transferring PSAP shall call the receiving PSAP to relay the caller's information to enable the receiving PSAP to call the caller back. If the transferring call taker has had the opportunity to verify the ALI, they shall report that ALI has been verified to the receiving PSAP.
3. The call taker shall remain on the line long enough to assure that the transfer has been successfully completed and to verify that the receiving PSAP has the location and all other pertinent information.
4. The transferring PSAP shall announce the name of their PSAP and inform the answering PSAP call taker that they are transferring a call; e.g., "This is the King County Sheriff's Office with a transfer".
5. If a PSAP receives an emergency call that belongs to another PSAP and all trunks to that PSAP are busy, the transferring PSAP call taker shall tell the caller to remain on the line and the call taker shall reasonably stay on the line with the caller until the transfer can be completed. If there are multiple calls for the same incident and all trunks to the receiving PSAP are busy, it is acceptable for the transferring PSAP to screen the calls for new information, then disconnect the calls and relay the information to the receiving PSAP.
7. The call taker shall verify that they have transferred the call to the correct PSAP. If they have transferred to a PSAP that does not dispatch to the caller's location, the original PSAP shall retain the call until they have transferred it to the correct PSAP. In cases where the call needs to be transferred to a county with multiple PSAPs and the call taker is unsure of which PSAP to transfer to, the call shall be transferred to the default PSAP for that county.
8. PSAP call takers shall transfer all emergency calls using the 3-Digit Star (*) Transfer Codes. It is recommended that these Codes be programmed into the 911 equipment at each PSAP.

E. Combined Police, Fire/EMS Incidents.

1. Examples of Combined Police, Fire/EMS incidents are as follows: assaults, controlled substance overdoses, vehicle accidents with injuries and/or fire, suicides, etc.
2. In a Combined Police, Fire/EMS incident where there are no extenuating

circumstances that make the scene unsecured or unsafe for EMS personnel, the dispatch of EMS services is the priority.

3. If the answering PSAP does not dispatch EMS for the caller's location, they shall immediately transfer the caller to the correct PSAP supporting EMS services. The transferring PSAP call taker shall remain on the line to get additional information as needed.
4. In these circumstances, the EMS PSAP call taker shall conduct the initial interview regarding location and injuries only and then turn the caller over to the Police PSAP call taker.
5. When the incident scene is still unsecured or unsafe for EMS personnel, the Police PSAP call taker shall conduct the initial interview and then turn the caller over to the EMS PSAP call taker.
6. The initial interviewing call taker for a Combined incident shall remain on the line long enough to assure that the transfer has been completed and the answering PSAP call taker has adequate location information and is aware of conditions at the scene.
7. In the event that a caller reporting a Combined incident is disconnected before being questioned by both appropriate PSAP call takers, the call taker that conducted the interview shall relay relevant incident information to the other PSAP.

F. Non-Emergency Calls Received on Emergency Lines.

1. If a non-emergency call is received on an emergency line, the PSAP call taker shall advise the caller that they have called on an emergency line and shall free up the 911 trunk as soon as possible.
2. It is not recommended that the call be transferred to the business number, since that may tie up the 911 trunks.

Attachment B Additional Background Information

Approval of Interlocal Agreement with King County for the City to operate as a Public Safety Answering Point (911)

911 service in the State of Washington is provided through a partnership between the Washington Military Department State E911 Coordinator's Office (SECO) and individual counties. King County E911 implements this 911 service through a partnership with the 12 Public Safety Answering Points (PSAPs) in the county. The Redmond Police Communications Center is one of those 12 PSAPs. King County E911 is responsible for providing call and data delivery systems and equipment to connect the State Emergency Services IP Network (ESInet) to the PSAP (per RCW 38.52.510). The PSAP is responsible for processing the calls received.

Redmond Police has operated as a PSAP through an agreement with King County E911 since the mid 1990's. In March 2010, Redmond signed an Enhanced 911 Participation Agreement, which had a maximum 5- year term. This agreement outlined the responsibilities for the county and for the City's PSAP related to the delivery of 911 services. As that agreement was set to expire, efforts were underway to review E911 operations and develop a Strategic Plan. The existing PSAPs continued to operate within the structure of the Enhanced 911 Participation Agreement.

The King County E911 Strategic Plan was developed over a two-year period with stakeholder involvement from elected officials, PSAPs, police and fire representatives, and county staff. The Plan included strategic directions addressing governance and decision structure, technology investment strategy, and a 10-year sustainable financial plan. After adoption of the Strategic Plan in 2018, the county and representatives from each PSAP in King County began the process of drafting an Interlocal Agreement (ILA) to replace the expired Enhanced 911 Participation Agreement.

The new ILA is similar to the previous agreement but provides additional detail about the RCW and WAC requirements related to state, county, and PSAP roles. It further accounts for the updated methods for communicating with 911 (voice, text, or any emerging next generation 911 technology), includes references to the Strategic Plan to address conflicts between the agreement and the Strategic Plan, and outlines the dispute resolution process, which is consistent with the Strategic Plan.

The individual agreements between King County and the PSAPs are intended to be substantially similar to ensure consistent services throughout the county. Creation and review of the draft ILA included review by Redmond's City Attorney as well as management, finance representatives, and legal representation from other agencies.

The ILA includes a PSAP Funding Process Policy, as required by the Strategic Plan. The Funding Process Policy was developed in 2019-2020 through a collaborative, facilitated process that included staff from Redmond Finance and Police Departments. The King County E-911 Program Office uses 911 excise tax revenue funds to pay for system network and equipment related to receipt of 911 calls from the State Emergency Services IP Network (ESInet) and delivery to the PSAPs. Available funds are also used to support other PSAP 911 costs through reimbursement using an escrow fund. Redmond is currently receiving approximately \$200,000/year in escrow funding available through reimbursement for WAC eligible expenses.

INTERLOCAL AGREEMENT BETWEEN
PUBLIC SAFETY ANSWERING POINT
AND KING COUNTY

**INTERLOCAL AGREEMENT BETWEEN
PUBLIC SAFETY ANSWERING POINT (PSAP)
AND KING COUNTY**

This Agreement ("Agreement") is entered into between King County ("County"), and City of Redmond, a Public Safety Answering Point ("PSAP"). The County and the PSAP are each a "Party" and collectively the "Parties" to this Agreement. In consideration of the payments, covenants, and agreements set forth herein to be made and performed by the County and the PSAP, the Parties agree as follows.

RECITALS

A. The state of Washington emergency services communication system is a multicounty or county-wide communications network including an enhanced 9-1-1 (911) system, which provides rapid public access for coordinated dispatching of services, personnel, equipment, and facilities for police, fire, medical, or other emergency services. WAC 118-66-030 (22). The state of Washington 911 Network is a system of circuits, networks and/or equipment managed and maintained by the Washington state E-911 office to provide 911 communications from a 911 demarcation point to the PSAP demarcation point. WAC 118-66-030 (3). The PSAP demarcation point is where the 911 network accesses the PSAP's equipment to receive and process 911 communications. WAC 118-66-030 (62), (18).

B. In accordance with RCW 38.52.510 (Statewide enhanced 911 service – Funding by counties), the County implements the countywide enhanced 911 (E-911) emergency communications system so E-911 is available throughout the state. King County must provide funding for the E-911 system in an amount equal to the amount the maximum tax under RCW 82.14B.030(1) would generate in the County less any applicable administrative fee charged by the Department of Revenue or the amount necessary to provide full funding of the E-911 system in the County.

C. King County E-911 Program Office uses the 911 excise tax revenue funds to pay for system network, components and equipment related to receipt of 911 calls from the State Emergency Services IP Network (ESInet) and delivery to the public safety answering points (PSAPs). In addition, funds are used to support other PSAP 911 costs for the delivery, receipt and processing of 911 calls at the PSAP.

D. The PSAP, together with other PSAPs, are the public's direct link to the dispatchers of emergency services, and who thereby directly link police, fire and medical first responders to members of the public requesting aid, protection or rescue.

E. The County provides certain communication services to facilitate the E-911 System and in support of the PSAP and in providing such services, installs, operates and maintains systems at the PSAP, the costs of which the County is responsible.

F. The Parties desire that a portion of the funding described in paragraph B above continues to be provided to the PSAP for its provision of dispatch services consistent with state law.

G. The purpose of this Agreement is to describe the services to be provided by the County and the PSAP, and the rights and responsibilities of the Parties to each other.

DEFINITIONS

1.1 **Attachment** means any software or hardware added to the Call Processing System that is not provided by the original manufacturer or vendor.

1.2 **Call** means traditional telephony voice, text or any emerging next generation 911 technology.

- 1.3 **E-911 Program Office** means the section of the Regional Services Division within the King County Department of Information Technology that administers E-911 service in King County.
- 1.4 **E-911 System** means a public communications system consisting of a network, database, and on-premises equipment that is accessed by dialing or accessing 911 and that enables reporting police, fire, medical, or other emergency situations to a public safety answering point.
- 1.5 **National Emergency Number Association or NENA** is a standard-setting body for 911 related technology and operations.
- 1.6 **Next Generation 911 or NG911** means the transition of the E-911 System from analog to digital technology.
- 1.7 **Public Safety Answering Point or PSAP** as used in this Agreement refers to the Party to this Agreement that is the call answering location for 911 calls in a given area. The term is intended to incorporate any different term adopted by NENA and the Parties to describe the PSAP. In the context of this Agreement PSAP is also intended to include the Association of Public-Safety Communication Officials (APCO) term for an emergency communications center or ECC.
- 1.8 **Regional Advisory Governing Board or RAGB** is the governing board of the King County regional E-911 System established by Ordinance 18695 to inform and advise the King County E-911 Program Office, the King County Executive, and the King County Council on the King County regional E-911 System.
- 1.9 **State** means Washington State unless otherwise indicated.
- 1.10 **Virtualize** means the process of creating a software-based virtual version of something, including virtual computer hardware platforms, storage devices, and computer network resources.

2. CONFLICTS

- 2.1 Strategic Plan. In the event of a conflict between this Agreement and the King County E-911 Strategic Plan as amended ("Strategic Plan"), the Strategic Plan will control.
- 2.2 Laws and Regulations. In the event of a conflict between this Agreement and laws or regulations including but not limited to the Revised Code of Washington (RCW) or the Washington Administrative Code (WAC), the law(s) or regulation(s) shall take precedence. All provisions of this Agreement shall be interpreted and enforced in a manner that fully complies with applicable law and regulations as they now exist or are hereafter amended.

3. TERM AND TERMINATION.

- 3.1 Term. This Agreement shall commence upon execution by the County and the PSAP. The Agreement shall include an initial term beginning on the effective date and running through December 31, 2023. The Agreement may be extended upon mutual agreement of the Parties for consecutive renewal terms of five years each, or as agreed to by the Parties as provided herein.

3.2 Termination.

3.2.1 Convenience. This Agreement may be terminated by either Party without cause upon providing the other with twelve (12) months' notice of the termination. If the Agreement is terminated pursuant to this section, the PSAP will be eligible for reimbursement of Eligible Expenditures up to the date of termination.

3.2.2 Default. If either Party fails to materially perform its obligations under this Agreement, the other Party may terminate the Agreement for default as follows:

3.2.2.1 A "notice to cure" shall be served on the defaulting Party by personal delivery or certified registered mail, return receipt requested. The defaulting Party shall have no more than one-hundred eighty (180) business days from the date of receipt to cure the default or to provide a detailed written plan for review and acceptance by the other Party. The detailed written plan shall be served by personal delivery or certified registered mail, return receipt requested.

3.2.2.2 If the defaulting Party has not cured the default or provided a detailed written plan to cure, or if the written plan to cure is not acceptable to the other Party, either Party may pursue dispute resolution under Section 8. Provided, however, that during a period of dispute resolution, the Parties will continue to fulfill their obligations under this Agreement.

3.2.2.3 If the default is not resolved at the conclusion of the dispute resolution process under Section 8, either Party may terminate the Agreement with thirty (30) business days' notice.

4. **ROLES, RESPONSIBILITIES, SERVICES AND STAFFING.**

4.1 County. In addition to the County's services required by state law and regulation, the County's roles, responsibilities and services under this Agreement are as follows:

4.1.1 Unless and until the State provides network and service from telecommunication providers to the PSAP demarcation point, the County shall fund and provide this network and the following services:

4.1.1.1 Call and data delivery systems and equipment to connect the State 911 network to PSAP; Call handling equipment; E-911 telephone maps; aggregated location and GIS data; network and system security.

4.1.1.2 Operations and maintenance for network security, telephony equipment and databases; asset tracking; software licensing, updates, upgrades, fixes; vendor and PSAP coordination.

4.1.1.3 Project and vendor management project planning, budget and management; vendor delivery oversight and compliance.

4.1.1.4 System access and social marketing strategies; education campaigns, events, training and materials; language interpretation services.

4.1.1.5 Administration and finance program, vendor, and asset management; policies; staffing; data analysis; communications; budget; finance; strategic planning.

- 4.1.1.6 A standalone Uninterrupted Power Supply (UPS) system for protection of the E-911 System in the event the PSAP is unable to provide a building UPS system.
- 4.1.2 The County shall adopt policies and procedures following national, state and local standards and best practices to provide sufficient control and auditing mechanisms for the ongoing security of mission critical systems and operations necessary to protect PSAP-owned equipment and systems at or used by the County.
- 4.1.3 The County shall not allow County personnel to access the PSAP systems without permission from the PSAP.
- 4.1.4 The County shall not interact with the PSAP's contractor(s) to request service which would create a financial obligation for the PSAP.
- 4.1.5 The County will provide the PSAP with prior notice of any service impacting maintenance as required by law or contract, or if no law or contract applies, then the notice shall be reasonable under the circumstances. In the event of emergent or unplanned outages, the County will provide notice to the PSAP as soon as reasonably possible.
- 4.1.6 The County will follow the Strategic Plan providing review and modification of the Strategic Plan as needed.
- 4.1.7 In the event the County becomes aware of a cyber-security breach of the call answering system/s, the County will notify the PSAP as soon as required by law or contract, or if no law or contract applies, then as soon as reasonably possible.
- 4.2 PSAP. In addition to the PSAP's services required by state law and regulation, the PSAP's role, responsibilities and services under this Agreement ("PSAP Services") are as follows:
 - 4.2.1 Process calls for service received at the PSAP on County E-911 equipment.
 - 4.2.2 Adhere to the call answer standards as defined by NENA 56-005. The E-911 Program Office will provide a common and consistent report for measuring the PSAP call answer standard on a monthly basis.
 - 4.2.3 Provide such services to County-owned and operated projects, equipment and systems at the PSAP as may be requested by County and agreed to by the PSAP.
 - 4.2.4 Upon reasonable notice by the County, provide access to its facilities for County personnel or approved contractor support staff for the purpose of E-911 System support, maintenance, updates installation or removal of E-911 hardware and software. The PSAP shall not be responsible for costs incurred by the County should access be denied due to lack of notice.
 - 4.2.5 Adopt policies and procedures following national, state and local standards and best practices to provide sufficient control and auditing mechanisms for the ongoing security of mission critical systems and operations necessary to protect County-owned equipment and systems at or used by the PSAP.
 - 4.2.6 Provide secure facilities and space for E-911 equipment supporting the receipt and delivery of 911 calls and data.

- 4.2.7 Provide the County with verification and certification of the accuracy and completeness of street address data within its service areas.
 - 4.2.7.1 PSAP shall be responsible for maintaining an up-to-date definition of its service area and for verifying the accuracy of street address data and/or responding agency information when requested by the County.
 - 4.2.7.2 PSAP shall provide the County any and all identified Automatic Location Identification (ALI) discrepancy reports within 24 hours of creation of the report.
 - 4.2.7.3 Once the PSAP becomes aware of any annexations or incorporations within its service area, it shall, within ten (10) calendar days, provide the County with notice to allow sufficient time for the County and the vendor to process the changes prior to the effective date of the annexation or incorporation.
- 4.2.8 Be responsible for billable charges the County incurs due to PSAP initiated events for:
 - 4.2.8.1 Unique system configuration requirement changes.
 - 4.2.8.2 E-911 System and/or equipment moves due to facility remodel/renovation/cleaning.
 - 4.2.8.3 E-911 System power up/down due to PSAP facility or infrastructure test or changes.
 - 4.2.8.4 E-911 System relocation.
- 4.2.9 The PSAP shall not:
 - 4.2.9.1 Allow PSAP personnel access to the E-911 System without permission from the County, which permission may be granted on an ongoing basis.
 - 4.2.9.2 Create a financial obligation with the County's contractor(s) without the County's agreement and/or authorization.
 - 4.2.9.3 Interact with the County's contractor(s) to request service in which a County financial obligation is created.
 - 4.2.9.4 Add any Attachments to the E-911 System provided by the County.
- 4.2.10 In the event the PSAP becomes aware of a cyber-security breach of any system that could affect the call answering system/s, the PSAP will notify the County as required by law or contract, or if no law or contract applies, then as soon as reasonably possible.
- 4.2.11 The PSAP will provide the County with prior notice of any service impacting maintenance as required by law or contract, or if no law or contract applies, then the notice shall be reasonable under the circumstances. In the event of emergent or unplanned outages, the PSAP will provide notice as soon as reasonably possible.

5. FUNDING POLICY

- 5.1 Funding Policy. The Funding Policy attached to this Agreement as Exhibit A is incorporated into this Agreement and is directed by the Strategic Plan - 10 Year Sustainable Financial Plan

section f. The Funding Policy establishes procedures and guidance for the King County E-911 Program Office and the PSAP for the following:

- 5.1.1 The Program Office disbursement of excise tax revenue through an established escrow account to reimburse the PSAP for basic service operating expenses, equipment and staff support expenses identified in RCW 38.52.545, WAC 118-66-050, and WAC 118-66-060; and
- 5.1.2 PSAP use of excise tax revenue to support the costs of equipment, operational, technical, and staffing needs related to answering and handling of 911 calls.
- 5.2 Funding Policy Review and Amendment. In conjunction with RAGB, the Funding Policy will be reviewed and/or modified annually following the King County biennial budget calendar timeline. Amendments to the Funding Policy shall be incorporated into this Agreement by amendment of Exhibit A as provided in Section 10.

6. LEGAL RELATIONS; INDEMNITY AND INSURANCE.

6.1 Independent Status and No Third-Party Beneficiaries.

- 6.1.1 In the performance of this Agreement, the County and the PSAP act in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The PSAP is responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the PSAP and its employees. The County is responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the County and its employees.
- 6.1.2 It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.

6.2 Indemnification and Hold Harmless.

- 6.2.1 To the maximum extent permitted by law and except to the extent caused by the negligence of the County or the County's employees, agents, or contractors, the PSAP shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to negligent acts or omissions of the PSAP, its employees, agents, or contractors. In addition, the PSAP shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to this Agreement; shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. It is further specifically and expressly understood that the indemnification provided herein constitutes the PSAP's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement. In the event the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this section or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the PSAP. In the event of litigation between the County and the PSAP to enforce the rights under this section, reasonable attorney fees shall be allowed to the substantially prevailing Party.

6.2.2 To the maximum extent permitted by law and except to the extent caused by the negligence of the PSAP or the PSAP's employees, agents or contractors, the County shall indemnify and hold harmless the PSAP, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to negligent acts or omissions of the County, its employees, agents or contractors. In addition, the County shall assume the defense of the PSAP and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to this Agreement; shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the PSAP on account of such litigation or claims. It is further specifically and expressly understood that the indemnification provided herein constitutes the County's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement. In the event the PSAP incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the County. In the event of litigation between the PSAP and the County to enforce the rights under this section, reasonable attorney fees shall be allowed to the substantially prevailing party.

6.3 Insurance Requirements.

6.3.1 Each Party shall obtain and maintain the minimum insurance set forth below, either through contracts of insurance or a fully funded self-insurance program for all of its liability exposures for this Agreement, including but not limited to injuries to persons and damage to property. Each Party agrees to provide the other Party with: (i) at least thirty (30) days prior written notice of any material change in its insurance program; and (ii) a certificate of insurance and additional insured endorsements, or, if self-insured, a letter of self-insurance as adequate proof of coverage on or prior to the commencement of Term and at any time during the Term of this Agreement upon receipt of other Party's written request.

6.3.2 Minimum Scope and Limits of Insurance

Each Party shall maintain the following insurance coverage and limits no less than:

6.3.2.1 General Liability: \$10,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$10,000,000 aggregate limit. CG 00 01 current edition, or its substantive equivalent, including coverage for, but not limited to, Premises/Ongoing Operations, Contractual Liability, Products and Completed Operations. Such limits may be satisfied with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy.

6.3.2.2 Professional Liability, Errors and Omissions Coverage: In the event that services pursuant to this Agreement either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be Provided with minimum limits of \$10,000,000 per claim and in the aggregate.

6.3.2.3 Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar

coverage required for this Work by applicable federal or "Other States" State Law.

6.3.2.4 Employers Liability or "Stop Gap": \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

6.3.2.5 Cyber Liability or Technology Errors and Omissions: Coverage with a minimum limit of \$5,000,000 per occurrence or claim and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, cyber extortion, unauthorized access, denial of service attacks, introduction of virus and malicious code, dissemination or destruction of electronic data, business interruptions, privacy law violations. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data. If the PSAP is a member of the Washington Cities Insurance Authority risk pool, the following language shall apply: Notwithstanding the Cyber Liability insurance requirements described above, Cyber Liability sub-limits and deductibles required by the Washington Cities Insurance Authority risk pool shall be acceptable in meeting such limits required for this coverage.

6.3.2.6 Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain the following provisions:

- a. Liability Policies (except Workers' Compensation and Professional Liability):
 - i. The County, its officers, officials, employees and agents are to be covered as additional insureds, for full policy limits, as respects liability arising out of activities performed by or on behalf of the PSAP in connection with this Agreement. (CG 20 10 current edition or its substantive equivalent).
 - ii. To the extent of the PSAP's negligence, PSAP's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit PSAP in any way.
 - iii. PSAP's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

6.3.3 Deductibles and Self-Insured Retentions. Any deductibles and/or self-insured retentions of a Party shall not limit or apply to a Party's liability to the other Party.

6.3.4 Workers' Compensation and Work Site Safety. Each Party shall provide insurance as required by the Industrial Insurance Act of the State of Washington. Each Party shall bear the sole responsibility for its job site conditions and job site safety, and for a Party's

work at the other Party's job site and locations. Each Party shall comply with all applicable federal, state and local safety regulations governing a job site, employees and Subcontractors. Each Party shall be responsible for its Subcontractor's compliance with these provisions.

7. RECORDS AND AUDITS.

7.1 Retention of Records, Audit Access and Proof of Compliance with Agreement.

7.1.1 Retention of Records. Each Party shall maintain books, records and documents of its performance under this Agreement in accordance with generally accepted accounting principles and applicable law including RCW 40.14.060 and the relevant records retention schedules adopted thereunder (Washington State Local Government Common Records Retention Schedule (CORE) and the Emergency Communications (911) Records Retention Schedule).

7.1.2 Audit Access. The PSAP shall provide access to its facilities, including those of any Subcontractors the state and/or federal agencies or officials at all reasonable times to monitor and evaluate the use of E-911 excise taxes provided under this Agreement. If the County is required to pay the state for any reimbursements that an audit finds the PSAP did not spend in compliance with the Funding Policy attached as Exhibit A and any amendments to the policy, the PSAP shall be responsible for reimbursing the County for the full amount the County was required to pay the state.

7.1.3 County Audit. Following a state audit of the King County E-911, RAGB members will be invited to review the auditor's Summary of Findings with the County.

7.2 Public Records Requests.

7.2.1 This Agreement is a public document and will be available for inspection and copying in accordance with the Public Records Act, chapter 42.56 RCW ("PRA").

7.2.2 Each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the PRA. Nothing in this Agreement waives any rights or privileges of a Party under the PRA, including the withholding of records when authorized by the PRA or other law.

7.3 Data Management. The County is solely responsible for the security, integrity and completeness of all call data or other data it receives from the state of Washington 911 Network or other sources, and for transferring same to the Call Answering Equipment. The PSAP is not responsible for the security, integrity or accuracy of any data prior to it reaching the PSAP Call Answering Equipment. The County shall not be responsible for call data and other data not directly processed, transmitted, or provided by the County.

7.4 Data Ownership. PSAP acknowledges it has no property interest in and may assert no lien on or right to withhold from the County, any data it receives from, receives addressed to, or stores on behalf of the County. All records, data and files stored by the PSAP as archives of the County's data, including the media on which they are stored, are the exclusive property of the County, and PSAP may assert no lien on or right to any of the same. The PSAP will conspicuously mark all such archival storage media as King County's property whenever possible. Once the call record data is delivered from the County's Call Processing Equipment to the PSAP systems, the ownership and responsibility for said data transfers to the PSAP.

7.5 Nondisclosure of Data. Data provided by the County either before or after this Agreement is fully executed shall only be used for its intended purpose.

8. DISPUTES.

8.1 Dispute Resolution. If a dispute arises out of or relates to this Agreement, the Parties shall endeavor to resolve the dispute through direct negotiations between them. If the Parties are unable to resolve the dispute within sixty (60) days of its occurrence, either Party may refer the dispute to the executive director of the PSAP (or equivalent officer if the PSAP does not have an executive director) and the director of the E-911 Program Office with notice to the other Party. If the dispute is not resolved by the executive director and the E-911 Program Office director within sixty (60) days of referral, either Party may refer any dispute within the purview of the Strategic Plan to the decision making and dispute resolution process under the Strategic Plan. If the dispute resolution process under the Strategic Plan does not resolve the dispute to the Parties' satisfaction, and for each dispute outside the purview of the Strategic Plan, either Party may refer the dispute to non-binding mediation. Referral of the dispute to the executive officer and E-911 Program Office director, to the decision making and dispute resolution process under the Strategic Plan (as applicable), and to mediation shall be conditions precedent to a Party's pursuit of other available legal remedies.

8.2 Continued Performance. At all times during periods of dispute resolution under this Agreement, the PSAP and the County will proceed diligently with the performance of this Agreement unless otherwise provided by law or court order.

8.3 Applicable Law and Forum. This Agreement shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the County and the PSAP arising out of this Agreement may only be filed and prosecuted in King County Superior Court.

9. **NOTICE.** Unless otherwise specified in this Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. Either Party may give written notice of another or different person or office to receive notice under this Agreement.

KING COUNTY	PSAP
Department of Information Technology E-911 Program Office Ben Breier	City of Redmond Police Department Manager Sheryl Mullen
20811 84 th Ave South, Suite 105	PO Box 97010
Kent, WA. 98032	Redmond, WA 98073-9710
206.477.4911	425-556-2561
bbreier@kingcounty.gov AND kcE911managers@kingcounty.gov	SMullen@redmond.gov

10. **AMENDMENT.** All changes to this Agreement shall be made in writing through an Amendment, signed by the King County Executive and the executive director of the PSAP (or equivalent officer if the PSAP does not have an executive director), or their designees. No oral statement or other conduct by either Party shall change or modify the Agreement. If laws, regulations, policies or administrative practices established after

the effective date of this Agreement apply to the Agreement, then the Parties agree to implement those laws, regulations, policies or administrative practices through an amendment as provided in this Section.

11. FORCE MAJEURE. The term “force majeure” shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shut-downs for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Agreement. If any Party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent practicable to restore operations. The Parties acknowledge the E-911 System is a significant priority during periods of force majeure and shall attempt to restore operations as soon as practicable.

12. GENERAL.

- 12.1 Successors and Assigns. This Agreement is binding on the successors and assignees of the Parties, including but not limited to such successors and assignees as are necessary for the PSAP, at its election, to participate in consolidation, regionalization and/or sharing services, or the adding of fire, police or medical agencies to be served on the PSAP. For purposes of this Section 12.1, consolidation, regionalization or resource sharing includes two or more PSAPs combining some or all operations and services to form a new PSAP or one or more PSAPs merging or sharing some or all operations and services with an existing PSAP including another PSAP that has entered into an agreement with the County similar to this Agreement. If the PSAP elects to consolidate, regionalize, Virtualize or share resources or services in partnership with another PSAP under agreement with the County, the PSAPs’ agreements will be modified to the degree necessary to achieve their overall purpose and terms. The PSAP shall notify the County in writing of a planned consolidation, regionalization, resource change or other change in status not less than one hundred twenty (120) days prior to the effective date of such consolidation or change in status.
- 12.2 Compliance with Laws. During the term of this Agreement, the Parties agree to comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any services involve the retention, security, confidentiality or other handling of certain “protected” health information under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the Parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.
- 12.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified by the Parties to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.
- 12.4 Non-Waiver of Breach. No action or failure to act by a Party shall constitute a waiver of any right or duty afforded to the other Party under the Agreement; nor shall any such action or failure to act by a Party constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the Party in writing.

12.5 Complete Agreement. The Agreement constitutes the entire agreement and understanding between the Parties and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

13. ACKNOWLEDGEMENT, EXECUTION AND AUTHORITY.

13.1 Each Party acknowledges that it consulted with its respective attorneys who had the opportunity to review this Agreement. Therefore, the Parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

13.2 Each Party's representative executing this Agreement represents and warrants that the representative has the authority to sign and bind the Party to this Agreement.

PSAP

KING COUNTY



Authorized Signature

Authorized Signature

Angela Birney, Mayor
Name and Title (Print or Type)

Dow Constantine, King County Executive
Name and Title (Print or Type)

Date
Accepted:

Date
Accepted: 5/24/21

Exhibit A to ILA between PSAP and King County King County E-911 Program Office PSAP Funding Process Policy

I. Overview

In accordance to RCW 38.52.510 'Statewide enhanced 911 service – Funding by counties', King County is responsible to implement a countywide enhanced 911 (E911) emergency communications system so enhanced 911 is available throughout the state. King County must provide funding for the E911 system in the county in an amount equal to the amount of the maximum tax under RCW 82.14B.030(1) would generate in the county less any applicable administrative fee charged by the Department of Revenue or the amount necessary to provide full funding of the system in the county¹.

King County E-911 Program Office uses the 911 excise tax revenue to pay for system network, components, equipment, and staff support related to the receipt of 911 calls from the State Emergency Services IP Network (ESInet) and delivery to the PSAP. In addition, excise tax revenue may be used to support PSAP 911 technical, operational and staffing costs to ensure the delivery, receipt and processing of 911 calls at the PSAP.

II. Intent

This policy is directed by the King County Regional E-911 Strategic Plan - 10 Year Sustainable Financial Plan and establishes procedures and guidance for the King County E-911 Program Office (PO) and King County PSAPs for the following.

1. The Program Office disbursement of excise tax revenue through an established escrow account to reimburse King County PSAPs for basic service operating expenses, equipment and staff support expenses identified in RCW 38.52.545, WAC 118-66-050, and WAC 118-66-060. PSAPs will not be considered eligible for excise tax revenue disbursements of WAC eligible expenses unless they have entered into a contract with the PO. Disbursements will be made, contingent upon available E-911 Program Office excise tax revenue.
2. PSAP use of excise tax revenue to support the costs of equipment, operational, technical, and staffing needs related to answering and handling of 911 calls.

III. Responsibility

A. E-911 Program Office:

1. Use E-911 excise tax revenue to support network, key operational functions, and equipment purchases and maintenance used in receipt of 911 calls from the State ESInet and delivery to the PSAP as defined in WAC 118-66-060.
2. Hire and train an appropriate level of staff to manage and maintain the E-911 Program and equipment.

B. PSAPs:

1. To purchase and maintain equipment for operations after the call is delivered to the PSAPs.

¹ RCW 38.52.510, King County Code Title 4A, Sections 4A.200.280, 4A.200.2805, 4A.510.220

2. To hire and train staff to answer 911 calls and support 911 services in the PSAP. 911 excise tax revenue may only be used to support the 911 system² and may not be used for dispatch costs.
3. Ensure use of excise tax revenue are within current policy guidelines and disbursement requests do not exceed their escrow account balance.
4. Ensure all records related to purchases are accurate and available for year-end reporting. PO and PSAPs will work together to reallocate PSAP costs identified as RCW & WAC eligible items if, through the year-end reporting process, it is determined the PSAP spent excise tax revenue outside the terms of the policy or guidelines.
5. Submit a year-end spending category report to the Program Office on a form to be provided by the Program Office.
6. Upon request, provide data to the PO in support of State 911 funding deliverables.

IV. Program Office Available Funds³

Based on available funds, the Program Office will:

1. Fund the 911 system and the Program Office⁴
2. Maintain a minimum fund balance of 10% of operating expenses
3. Maintain a capital reserve of \$1million
4. In cooperation with RAGB, determine annual escrow distribution amount
5. In cooperation with RAGB, review and/or modify this policy following the King County biennial budget calendar.

V. Escrow Fund Disbursement Procedure

A. Distribution Formula:

1. Each PSAP shall receive a \$100,000 baseline disbursement amount per year
2. Following the baseline disbursement, remaining PSAP excise tax revenue will be distributed using call volume:
 - a) The distribution formula shall be based on the PSAPs percentage of 9-1-1 calls answered over a trailing two year rolling average (e.g. for 2021 distribution, the number of 9-1-1 calls answered in 2018 and 2019 will be averaged; 2022 will use the average of 2019 and 2020).
 - b) The PowerMetrics (ECaTS) "Top PSAP Metrics – Answer Time" report shall be used to determine the number of 911 calls answered.

B. Funding disbursement process:

1. Excise tax revenue disbursements to escrow will occur no later than the last business day of the months of March, June, September, and December.

² RCW 38.52.540 & WAC 118-66-060 (3)

³ RAGB approved items 2, 3, and 4 on June 10, 2020

⁴ RCW 38.52.545

2. Excise tax revenue reimbursement requests will be due to the Program Office no later than the 15th of January, April, July and October. Requests will be processed and distributed by the end of that same month.
 - a. Requests may be submitted in any or all of the months listed above and may be for any amount not less than \$500 and up to the full balance.
 - b. Requests must be submitted using the provided Escrow Reimbursement Request Form.

C. Year-end review process:

PSAPs will be required to submit an annual report by February 15th, listing all items or staff time where excise tax revenue was used, including warrant numbers, warrant dates, item description, purchase date, justification and any related approval documents, including back up materials and receipts where appropriate.

VI. Escrow Account Rollovers

PSAPs may be asked to provide a plan to spend down their escrow accounts if future laws, codes, or rules could impact the funds remaining in an escrow account.

VII. Equipment Ownership

Equipment purchased with excise tax revenue will become a PSAP asset. However, King County reserves the right to audit the equipment usage to ensure the equipment is used in compliance with established guidelines. In the event a PSAP is decommissioned or the asset is to be sold, the PSAP must notify the Program Office. King County may want the option to take ownership of the equipment. All equipment purchased with excise tax revenue must be tracked by PSAPs and information (e.g. an asset tag number, location, etc.) must be available to the Program Office for audit purposes.

VIII. Equipment Maintenance

Any equipment purchased with excise tax revenue will be the financial and operational responsibility of the PSAP, including maintenance, support, licenses, repairs and overall operational costs.

IX. PSAP Call Receivers

Call Receivers⁵ are defined as a person(s) whose primary function (at least 50 percent of their time) is sitting at a console, hired, trained/in training and prepared or available to answer 911 calls. This can include part-time employees, as well as supervisor and dispatcher classifications that include call taking as part of their duties.

X. Unspent or Additional Revenue

A. Unspent/Unencumbered Funds

At the close of a biennium and Program office budget commitments are fulfilled, in conjunction with evaluation of strategic objectives for future investments, available unspent funds may be shared with PSAPs if:

1. Fund balance and operational reserves are within policy guidelines

⁵ State Emergency Coordination Office (SECO) County Contract Policy 07-01-2019

2. Strategic objectives identified during the strategic planning process have a sufficient funding plan

Unspent funds will become part of the fund balance after the biennium closes. During the budget preparation cycle for the next biennium, a portion of the unspent funds may be appropriated to increase the total PSAP distribution amount.

B. Additional Revenue

When additional revenue becomes available through taxation:

1. Evaluate Program Office needs and future investments
2. Consider adjustment of the distribution amount for PSAPs

XI. PSAP Decommission or Governance Change

A. Definitions

1. Decommission of a PSAP shall mean the closing of the PSAP and Program Office partnership and the dismantling of the PSAP concluding the PSAPs operation of answering 911 calls.
2. PSAP governance change shall mean the change of authority and/or governance of a PSAP wherein the PSAP and Program Office partnership remains intact and the PSAP operation of 911 continues.
3. 911 equipment shall mean items purchased with 911 funds, directly from the Program Office or indirectly through escrow reimbursements and may include but not limited to items such as furniture, equipment, and networking.
4. Escrow Distribution shall mean the moving of 911 excise tax revenue to an established account by the county for PSAP use at the end of the quarter in which revenue was incurred.
5. PSAP reimbursements shall mean the act of moving funds from the Escrow account to the PSAP for WAC eligible items.

B. Decommission of PSAP

1. 911 excise tax revenue will continue to be earned, on a prorated basis, until the PSAP ceases to answer 911 calls, at which time the fund balance will be frozen.
2. A PSAP may request reimbursement of earned escrow funds within 90 days of when the PSAP ceases to answer 911 calls.
3. Program Office will pay transition costs of 911 networking and equipment for the receiving PSAP to answer 911 calls. The Program Office will not pay transition costs of non-911 lines and equipment.
4. Program Office will be responsible for removing 911 networking and equipment from the decommissioned PSAP.
5. The receiving PSAP's capacity to receive and process the additional 911 calls and/or workload will be reviewed, and funding of corresponding network and equipment additions and changes will be addressed in the transition planning process.
6. Program Office staff will work with the affected PSAPs, ensuring all financial variables are addressed and there is a smooth transition and transfer of 911 calls.

C. Unused Escrow Funds

Upon completion of the decommissioned PSAP's reimbursement process, remaining unused escrow funds will be transferred to the receiving PSAP's escrow accounts on the next distribution cycle. Methodology of the distribution for multiple PSAPs will be determined in conjunction with RAGB prior to the decommission date.

1. Remaining Appropriated Revenue Distributions

The Program office, with advisory guidance from the RAGB, will determine the best method of distribution given the specific circumstances. Possible options may include, but not limited to, the following:

Option 1:

- Remaining escrow revenue distributions, within the year a Non-Primary Wireless PSAP is decommissioned, shall be shared with the remaining PSAPs according to their previously determined call volume percentage.
- Remaining revenue distributions for a decommissioned Primary Wireless PSAP will be decided in conjunction with RAGB prior to decommission date.

Option 2:

- Remaining escrow revenue distributions within the year from a decommissioned Non-Primary Wireless PSAP shall be distributed to the receiving PSAP.
- Remaining revenue distributions for a decommissioned Primary Wireless PSAP will be decided in conjunction with RAGB prior to decommission date.

Option 3: Remaining escrow revenue distributions from a decommissioned PSAP will return to the Program Office fund balance.

2. Future Revenue Distributions

The Program office, with advisory guidance from the RAGB, will determine the best method of distribution given the specific circumstances. Consider mirroring the logic based on options listed above until such time as the decommissioned PSAP's call volume is no longer included within the '2 year rolling average' period.

3. PSAP Governance Change

The Program Office will provide transitional support to the PSAP and to insure the escrow account remains intact and follows the PSAP.

During the transition period for a PSAP, either by decommission or governance change, remaining funds in an escrow account must be used based on current RCW and WAC rules.

XII. Policy Review

This funding policy will be reviewed and/or modified annually.



Memorandum

Date: 8/17/2021
Meeting of: Committee of the Whole - Public Safety

File No. CM 21-388
Type: Committee Memo

TO: Committee of the Whole - Public Safety
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

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

Police	Martin Fuller	Lieutenant
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TITLE:

First Modification to Interlocal Agreement to Provide Law Enforcement Mutual Aid for an Independent Force Investigation Team - King County (IFIT-KC)

OVERVIEW STATEMENT:

On April 3, 2021, Council approved the King County Independent Force Investigation Team Interlocal Agreement which authorized Mayor Birney to sign the ILA for the (IFIT-KC). All member agencies signed the ILA with the exception of the Washington State Patrol, who proposed a modification addressing a requirement from Governor Inslee’s office that all state cabinet agencies include language in their agreements that support the Governor’s Executive Order 17-01. This order prohibits other police agencies from using information obtained from the WSP to support or engage in civil immigration enforcement activities. This order is consistent with RCW 10.93.160 and the Redmond Police Department’s policy on immigration.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Initiative-940 and Washington Administrative Code (WAC) 139-11 and 12
- **Required:**
LETSCA requires that all police use of force that results in death, substantial bodily harm, or great bodily harm be investigated completely independent of the involved agency.
- **Council Request:**
N/A
- **Other Key Facts:**

N/A

OUTCOMES:

The IFIT-KC will conduct investigations into police use of force in the same manner a criminal investigation is conducted. The IFIT-KC will consist of qualified and certified law enforcement investigators and at least two non-law enforcement Community Representatives from within the community where the use of force occurred. The IFIT-KC will operate independently of any involved agency's administrative investigation of a police use of force.

The City of Redmond Police Department will participate by providing detective staff and technical assistance, supervisory oversight, command oversight and use of equipment from the Criminal Investigations Division (CID) and other Divisions/Units as able to assist with the independent investigation of the police use of force in East King County.

We are requesting the committee approve and place on the consent agenda for August 17, 2021.

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:

Current staff will be assigned as needed.

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
8/10/2021	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
8/17/2021	Business Meeting	Approve

Time Constraints:

This update to the Interlocal Agreement takes effect once signed. The agreement will provide the Redmond Police Department the ability to participate as a member of the Independent Force Investigation Team - King County (IFIT-KC).

ANTICIPATED RESULT IF NOT APPROVED:

If the agreement is not approved, the City may not remain as an IFIT-KC member and would need to find an agency willing to conduct an independent investigation of a police use of force occurring in Redmond. Since the City would not be participating in a mutual aid agreement, the City might need to pay another agency for such an independent investigation.

ATTACHMENTS:

Attachment A: Independent Force Investigation Team - King County (IFIT-KC) Interlocal Agreement (ILA).

Attachment B: First Modification to IFIT-KC Agreement

Attachment C: Executive Order

Attachment D: RCW 10.93.160 Immigration and Citizenship Status - Law Enforcement Agency Restrictions

INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT MUTUAL AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S OFFICE, UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL, DUVALL, KIRKLAND, ISSAQUAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND, REDMOND, AND SNOQUALMIE/NORTH BEND FOR THE CREATION OF THE INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the undersigned municipal corporations or towns organized or created under the laws of the State of Washington, the Washington State Patrol, University of Washington, and King County, collectively referred hereinafter as the “Parties” to provide law enforcement mutual aid and mobilization between the Parties. The “member agencies” of this Agreement are the following Law Enforcement Agencies:

- Washington State Patrol;
- King County Sheriff's Office;
- Bellevue PD;
- Duvall PD;
- Kirkland PD;
- Clyde Hill PD;
- Issaquah PD;
- Lake Forest Park PD;
- Medina PD;
- Mercer Island PD;
- Redmond PD; and
- Snoqualmie/North Bend PD
- University of Washington Police Department.

I. RECITALS.

WHEREAS, the authority of the cooperating agencies entering into this Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Peace Officers Powers Act as codified in Chapter 10.93 RCW; and

WHEREAS, RCW 10.114.011, requires that if deadly force by a peace officer results in death, great bodily harm, or substantial bodily harm, an independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies; and

WHEREAS, RCW 10.114.011 requires that such investigation be carried out completely independent of the agency whose officer was involved in the use of deadly force; and

WHEREAS, the Washington State Criminal Justice Training Commission (CJTC) adopted and established criteria to determine what qualifies as an independent investigation (WAC Chapter 139-12, the Law Enforcement Training and Community Safety Act – Independent Investigations Criteria).

NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed between the Parties as follows:

II. AGREEMENT

1. **PURPOSE OF THE AGREEMENT.** The Parties signing below recognize the need to establish a regional independent investigative team in King County and a protocol for satisfying the independent investigation requirements of state law. The Parties seek to form a regional independent force investigation team, available for the purpose of conducting the criminal investigation into an officer involved shooting or use of deadly force by an officer or officers of an agency that is a member of the Independent Force Investigation Team of King County (IFIT-KC).
2. **DEFINITIONS.** For the purposes of this Agreement, the terms “deadly force,” “great bodily harm,” and “substantial bodily harm” are given the same meaning as defined in RCW 9A.16.010 and RCW 9A.04.110.

3. ADMINISTRATION.

The IFIT-KC governing body is the “Executive Board.” The Executive Board is comprised of the member agency Police Chiefs and Sheriff, with each agency providing one Board member on behalf of its organization. The Executive Board elects their Board Chair. The IFIT-KC Executive Board is authorized to draft, implement and amend policies and procedures consistent with the purposes of this Agreement and Chapter 139-12 WAC. Such policies and procedures will be known as the “Independent Force Investigations Team – King County Protocol and Guidelines” (“IFIT-KC Protocol”).

4. **MUTUAL AID AND LAW ENFORCEMENT SERVICES.** Each party will, to the best of its ability and as resources allow, furnish employees to work as part of IFIT-KC. The Parties agree to the following:
 - a. Consistent with RCW 10.114.011, when a member agency engages in conduct resulting in the use of deadly force by a peace officer resulting in death, substantial bodily harm, or great bodily harm, it shall contact the IFIT-KC to seek an independent investigation to inform any determination of whether the use of deadly force met the good faith standard established in RCW [9A.16.040](#) and satisfied other applicable laws and policies.
 - b. IFIT-KC will provide independent investigative services to any member agency that requests assistance under this Agreement. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, purposes of this Agreement, and Chapter 139-12 WAC.
 - c. In order to maintain independence, no person employed by the agency which used deadly force (“Involved Agency”) may participate in the investigation of the use of deadly force, except as where allowed by the independent investigation protocols laid out in Chapter 139-12 WAC and the IFIT-KC Protocol.
 - d. Member agencies acknowledge that some member agencies may be required to provide some level of access at the scene to an independent oversight agency/committee. Member agencies with an oversight agency/committee shall prepare a list of practices and protocols, which will be made available to the commander of IFIT-KC as soon as practical.
 - e. The Parties expressly recognize that compelled statements by involved officers implicate certain legal rights under *Garrity v. New Jersey*, 385 U.S. 493 (1967). The parties agree that a statement by an involved officer may only be compelled by the officer’s employing agency pursuant to that agency’s policies and procedures. At no point during the investigation will a compelled statement, or information flowing directly therefrom, be disclosed to the IFIT-KC independent

investigators or otherwise to the IFIT-KC. The Parties further recognize that the rights against self-incrimination established under *Garrity* do not extend to the observations of officers who witnessed, but were not involved in, a use of force incident. Accordingly, the restrictions set forth above do not extend to officers other than those using force.

5. INDEPENDENT CONTRACTOR; EMPLOYEE RESPONSIBILITY; PAYMENT.

Investigators provided by Parties shall meet the criterion established by the IFIT-KC Protocol and in compliance with WAC 139-12-030. Each member's employees shall be considered employees of their employing agency while participating in the investigation into the use of force. The member agencies shall be solely and exclusively responsible for the compensation and benefits for their employee(s) assigned to IFIT-KC. Each member agency shall generally be responsible for all costs of its participation, including overtime and/or back-fill requirements. All rights, duties, and obligations of the employer and employee shall remain with the party for which the employee works. Each member agency agrees to provide sufficient equipment needed by its participating employees to conduct a thorough investigation. Each party shall be responsible for ensuring compliance with all applicable laws with regard to its employees and with provisions of any applicable collective bargaining agreements and civil service regulations.

III. GENERAL PROVISIONS

1. INDEMNITY AND HOLD HARMLESS.

- a. Subject to Paragraph b below, each party to this Agreement agrees to indemnify and hold harmless the other member agencies and their elected officials, officers, employees, from any loss, claim, judgment, settlement of liability, including costs and attorneys' fees, arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party. By mutual negotiation, each party hereby waives, as respects to IFIT-KC and all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees. Expenses and costs shall be recoverable from the indemnifying party.
- b. Nothing herein shall require or be interpreted to cover or require indemnification or payment of any judgment against any individual or member agency/Party for intentionally wrongful conduct of any individual or for any judgment for punitive damages against any individual or member agency/Party. Payment of punitive damage awards shall be the sole responsibility of the individual who said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily and consistent with the requirements of Washington law.
- c. Each member agency shall be responsible for selecting and retaining legal counsel for itself and or any employee of that agency which is named in a lawsuit alleging liability arising out of the operations of IFIT-KC. Each agency retaining counsel shall be responsible for payment of attorney's fees and costs incurred by that counsel. Should there be an agreement to share the costs of legal counsel, in lieu of the provisions above, such agreement shall be in writing.

2. **COUNTERPARTS.** This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.
3. **MERGER AND ENTIRE AGREEMENT.** This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement, independent investigative services for law enforcement-involved deadly uses of force, and constitutes the entire contract between the Parties.
4. **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.
5. **SEVERABILITY.** If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.
6. **TERM OF AGREEMENT AND TERMINATION.** This Agreement shall be effective on the date it is signed by two or more members and shall be effective for one (1) year, regardless of the date of execution, and shall be automatically renewed on the last day of December of each successive year for an additional one (1) year period. Additionally, any party may withdraw from this Agreement for any reason by providing written notice to each member agency of such withdrawal specifying the effective date thereof at least thirty (30) days prior to such date. The withdrawal of any party does not result in the dissolution of IFIT-KC, but rather the withdrawing party shall, after the effective date of the withdrawal, no longer be considered a party under this Agreement. This Agreement may be terminated, and the IFIT-KC dissolved at any time by unanimous agreement of the Executive Board.
7. **MODIFICATIONS.** The provisions of this Agreement may only be modified, amended, or supplemented by written agreement executed by all the Parties hereto.

8. **AGENCY CONTACTS**

Contact between the Parties regarding Agreement administration will be between the representatives of each Party or their designee at the time of this Agreement. Updates to the IFIT-KC Agency Contact list shall be maintained by the Executive Board after execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest day and year written below.

CITY OF BELLEVUE

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF KIRKLAND

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF MEDINA

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF DUVALL

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF CLYDE HILL

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF REDMOND

 Name:

 Title:

 Date:

 Attest:
 City Clerk

 Approved as to Form:

 City Attorney

CITY OF SNOQUALMIE

 Name:

 Title:

 Date:

 Attest:
 City Clerk

 Approved as to Form:

 City Attorney

WASHINGTON STATE PATROL

 Name:

 Title:

 Date:

 Attest:
 Clerk

 Approved as to Form:

 Attorney

KING COUNTY SHERIFF'S OFFICE

 Name:

 Title:

 Date:

 Attest:
 Clerk

 Approved as to Form:

 Attorney

UNIVERSITY OF WASHINGTON

 Name:

 Title:

 Date:

 Attest:
 Clerk

 Approved as to Form:

 Attorney

TO: Internal Committee - Public Safety
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

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

Police	Lieutenant Martin Fuller	425-556-2575
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TITLE:

First Modification to Interlocal Agreement to provide law enforcement mutual aid for an Independent Force Investigation Team - King County (IFIT-KC).

OVERVIEW STATEMENT:

On April 3, 2021, Council approved the King County Independent Force Investigation Team Interlocal Agreement which authorized Mayor Birney to sign the ILA for the (IFIT-KC). All member agencies signed the ILA with the exception of the Washington State Patrol, who proposed a modification addressing a requirement from Governor Inslee’s office that all state cabinet agencies include language in their agreements that support the Governor’s Executive Order 17-01. This order prohibits other police agencies from using information obtained from the WSP to support or engage in civil immigration enforcement activities. This order is consistent with RCW 10.93.160 and the Redmond Police Department’s policy on immigration.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Initiative-940 and Washington Administrative Code (WAC) 139-11 and 12
- **Required:**
LETSCA requires that all police use of force that results in death, substantial bodily harm, or great bodily harm be investigated completely independent of the involved agency.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

How does the City benefit from this work? Enter deliverables, project phases, and/or any social and/or environmental impacts, if applicable. If you are asking Council to receive information, this section may not apply.

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: Current staff will be assigned as needed.

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
	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/16/2021	Committee of the Whole - Public Safety	Approve
3/2/2021	Business Meeting	Approve

Time Constraints:

This Interlocal Agreement takes effect once signed. The agreement will provide the Redmond Police Department the ability to participate as a member of the Independent Force Investigation Team – King County (IFIT-KC).

ANTICIPATED RESULT IF NOT APPROVED:

If the agreement is not approved, the City would need to find an agency willing to conduct an independent investigation of a police use of force occurring in Redmond. Since the City would not be participating in a mutual aid agreement, the City might need to pay another agency for such an independent investigation.

ATTACHMENTS:

Attachment A: Independent Force Investigation Team - King County (IFIT-KC) Interlocal Agreement (ILA).



STATE OF WASHINGTON
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 902-4111 • www.governor.wa.gov

EXECUTIVE ORDER 17-01

**REAFFIRMING WASHINGTON'S COMMITMENT
TO TOLERANCE, DIVERSITY, AND INCLUSIVENESS**

WHEREAS, Washington has a proud history of inclusivity, tolerance, and compassion for all residents. The diversity of our people and cultures is a critical part of who we are as a state;

WHEREAS, our state values the unique differences in our residents and protects diversity. Washington law establishes “the right to be free from discrimination because of race, creed, color, national origin,” the right to engage in commerce free from discrimination, including discrimination based on religion, and declares these to be civil rights. RCW 49.60.030;

WHEREAS, nearly one million Washingtonians – one in every seven people in this state – are immigrants. These Washingtonians are an integral part of our communities and workforce;

WHEREAS, Washington's diverse and vibrant economy spans both the east and west sides of our state and encompasses agriculture, aerospace, food processing, timber, construction, health care, technology, tourism, hospitality industries, and the defense sector. As of 2014, immigrants comprised almost 17 percent of Washington's workforce and contributed over \$2.4 billion in state and local taxes. Sixty percent of the Fortune 500 companies based in Washington were founded by immigrants or their children. The contributions of these individuals to our businesses, economy, and community are critical to our success as a state;

WHEREAS, undocumented immigrants comprised approximately 4.9 percent of the state's workforce in 2012 and paid \$301.9 million in state and local taxes. If all undocumented immigrants were removed from the state, the state would lose \$14.5 billion in economic activity, \$6.4 billion in gross revenue, and approximately 71,197 jobs;

WHEREAS, as of 2016, Washington is home to over 17,000 Deferred Action of Childhood Arrival (DACA) recipients. These are young people who came to this country as children and have been here for a significant period of time. DACA recipients are required to be students or in the workforce, and must have no prior felonies or significant misdemeanors. They are contributing members of our community and to our economy. Almost 15,000 DACA young people are employed in this state. If these individuals were removed from our state, our communities would suffer a significant economic loss, estimated at \$1 billion;

WHEREAS, currently 65,000 immigrants serve in our nation's armed forces and since 2002 greater than 100,000 immigrants have become naturalized citizens following honorable service to our nation. Many of these immigrants are Washingtonians. Their personal sacrifice and contribution to our nation's security should be recognized by all Americans.

WHEREAS, Washington State has outstanding higher education institutions and foreign-born students contribute significantly to these institutions through their cultural diversity and economic contributions. In the 2013-2014 academic year, roughly 21,000 international college students made up 6.2 percent of all college students in the state and contributed \$737 million in to our state's economy in tuition, fees, and living expenses.

WHEREAS, Washington immigrants are an important part of the fabric of our state. Immigrants contribute to Washington's rich culture by bringing their arts, heritage, cuisines, rituals, and festivals to share and celebrate. The cultural influences and creative talents of immigrants can be found in every aspect of our society, from the performing arts and education to the innovation and entrepreneurial spirit of our burgeoning industries; and

WHEREAS, we have long tradition of welcoming and supporting those who are the most vulnerable. In 1975, for example, Governor Dan Evans launched a program to settle hundreds of Vietnamese refugees in Washington State. To this day, Washington continues to provide state services to assist those qualified individuals who are most in need of these services, while adhering to state and federal laws and regulations.

NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, reaffirm my commitment to vigorously support and protect the rights of Washingtonians and to respect diversity and inclusion in our state practices. It is therefore directed that:

1. The state of Washington shall remain a welcoming jurisdiction that embraces diversity with compassion and tolerance and recognizes the value of immigrants;
2. Executive and small cabinet agencies shall continue to provide assistance and services to Washingtonians, regardless of citizenship or legal status, to the extent allowed by law;
3. No executive or small cabinet agency may discriminate against a person based on the person's national origin in violation of RCW 49.60.030;
4. No executive or small cabinet agency may condition provision of services or benefits upon a resident's immigration status, except as required by international, federal or state law;
5. Executive and small cabinet agencies shall ensure their policies comply with Executive Order 16-01, *Privacy Protection and Transparency in State Government*, and that information collected from clients is limited to that necessary to perform agency duties. Policies must ensure that information regarding a person's immigration or citizenship status or place of birth shall not be collected, except as required by federal or state law or state agency policy;
6. No executive or small cabinet agency may inquire into, or request specific documents, in order to ascertain a person's immigration status for the sole purpose of identifying if a person has complied with federal civil immigration laws, including passports, alien registration, or work permits, except as required by federal or state law;
7. No executive or small cabinet agency may use agency or department monies, facilities, property, equipment, or personnel to enforce, or assist in the enforcement or creation of any federal program requiring registration of individuals on the basis of religious affiliation, except as required by federal or state law;

8. No executive or small cabinet agency may use agency or department monies, facilities, property, equipment, or personnel for the purpose of targeting or apprehending persons for violation of federal civil immigration laws, except as required by federal or state law or otherwise authorized by the Governor; and
9. The Washington State Patrol or Department of Corrections, or other executive or small cabinet agency with arrest powers, will act consistently with current federal law and shall not arrest solely for violation of federal civil immigration laws, except as otherwise required by federal or state law or authorized by the Governor. Specifically, no agency may enter into any agreements with the federal government authorizing such authority under the Immigration and Nationality Act (8 U.S.C. §1357).

This Executive Order is not intended to, and does not, create any right or entitlement for any person, nor does it create a cause of action against the state of Washington;

This Executive Order is intended to be consistent with 8 U.S.C. §1373. Should federal or state law change so as to give rise to a conflict with this Executive Order, such provision of this Executive Order shall be inoperative to the sole extent of the conflict.

This order is effective immediately.

Signed and sealed with the official seal of the state of Washington, on this 23rd day of February, 2017, at Olympia, Washington.

By:

/s/

Jay Inslee
Governor

BY THE GOVERNOR:

/s/

Secretary of State

RCW 10.93.160

Immigration and citizenship status—Law enforcement agency restrictions.

(1) The definitions contained in RCW 43.17.420 apply to this section.

(2) The legislature finds that it is not the primary purpose of state and local law enforcement agencies or school resource officers to enforce civil federal immigration law. The legislature further finds that the immigration status of an individual or an individual's presence in, entry, or reentry to, or employment in the United States alone, is not a matter for police action, and that United States federal immigration authority has primary jurisdiction for enforcement of the provisions of Title 8 U.S.C. dealing with illegal entry.

(3) School resource officers, when acting in their official capacity as a school resource officer, may not:

(a) Inquire into or collect information about an individual's immigration or citizenship status, or place of birth; or

(b) Provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.

(4) State and local law enforcement agencies may not:

(a) Inquire into or collect information about an individual's immigration or citizenship status, or place of birth unless there is a connection between such information and an investigation into a violation of state or local criminal law; or

(b) Provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.

(5) State and local law enforcement agencies may not provide nonpublicly available personal information about an individual, including individuals subject to community custody pursuant to RCW 9.94A.701 and 9.94A.702, to federal immigration authorities in a noncriminal matter, except as required by state or federal law.

(6)(a) State and local law enforcement agencies may not give federal immigration authorities access to interview individuals about a noncriminal matter while they are in custody, except as required by state or federal law, a court order, or by (b) of this subsection.

(b) Permission may be granted to a federal immigration authority to conduct an interview regarding federal immigration violations with a person who is in the custody of a state or local law enforcement agency if the person consents in writing to be interviewed. In order to obtain consent, agency staff shall provide the person with an oral explanation and a written consent form that explains the purpose of the interview, that the interview is voluntary, and that the person may decline to be interviewed or may choose to be interviewed only with the person's attorney present. The form must state explicitly that the person will not be punished or suffer retaliation for declining to be interviewed. The form must be available at least in English and Spanish and explained orally to a person who is unable to read the form, using, when necessary, an interpreter from the district communications center "language line" or other district resources.

(7) An individual may not be detained solely for the purpose of determining immigration status.

(8) An individual must not be taken into custody, or held in custody, solely for the purposes of determining immigration status or based solely on a civil immigration warrant, or an immigration hold request.

(9)(a) To ensure compliance with all treaty obligations, including consular notification, and state and federal laws, on the commitment or detainment of any individual, state and local law enforcement agencies must explain in writing:

(i) The individual's right to refuse to disclose their nationality, citizenship, or immigration status; and

(ii) That disclosure of their nationality, citizenship, or immigration status may result in civil or criminal immigration enforcement, including removal from the United States.

(b) Nothing in this subsection allows for any violation of subsection (4) of this section.

(10) A state and local government or law enforcement agency may not deny services, benefits, privileges, or opportunities to individuals in custody, or under community custody pursuant to RCW **9.94A.701** and **9.94A.702**, or in probation status, on the basis of the presence of an immigration detainer, hold, notification request, or civil immigration warrant, except as required by law or as necessary for classification or placement purposes for individuals in the physical custody of the department of corrections.

(11) No state or local law enforcement officer may enter into any contract, agreement, or arrangement, whether written or oral, that would grant federal civil immigration enforcement authority or powers to state and local law enforcement officers, including but not limited to agreements created under 8 U.S.C. Sec. 1357(g), also known as 287(g) agreements.

(12)(a) No state agency or local government or law enforcement officer may enter into an immigration detention agreement. All immigration detention agreements must be terminated no later than one hundred eighty days after May 21, 2019, except as provided in (b) of this subsection.

(b) Any immigration detention agreement in effect prior to January 1, 2019, and under which a payment was made between July 1, 2017, and December 31, 2018, may remain in effect until the date of completion or December 31, 2021, whichever is earlier.

(13) No state or local law enforcement agency or school resource officer may enter into or renew a contract for the provision of language services from federal immigration authorities, nor may any language services be accepted from such for free or otherwise.

(14) The department of corrections may not give federal immigration authorities access to interview individuals about federal immigration violations while they are in custody, except as required by state or federal law or by court order, unless such individuals consent to be interviewed in writing. Before agreeing to be interviewed, individuals must be advised that they will not be punished or suffer retaliation for declining to be interviewed.

(15) Subsections (3) through (6) of this section do not apply to individuals who are in the physical custody of the department of corrections.

(16) Nothing in this section prohibits the collection, use, or disclosure of information that is:

- (a) Required to comply with state or federal law; or
- (b) In response to a lawfully issued court order.

[**2019 c 440 § 6.**]

NOTES:

Findings—Construction—Conflict with federal requirements—Effective date—2019 c 440: See notes following RCW **43.17.425**.



Memorandum

Date: 8/17/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-365

Type: Committee Memo

TO: Committee of the Whole - Public Safety

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

Police	Tim Gately	Captain
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TITLE:

Washington State Legislative Impacts to the Redmond Police Department - July 2021

OVERVIEW STATEMENT:

The Redmond Police Department will provide a summary of key bills that were adopted during the 2021 Legislative Session that impact police.

Additional Background Information/Description of Proposal Attached

Washington Association of Sheriffs and Policy Chiefs, Major Policy Considerations from the 2021 Legislation Session

REQUESTED ACTION:

Receive Information

Provide Direction

Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Police Internal Training & Policy Manuals have been updated to reflect changes.
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
The Washington State Legislature adopted bills in the 2021 legislative session that impact police.

OUTCOMES:

The following bills adopted by the State Legislature impact police policies, procedures and operations. The changes required by these bills have been incorporated into Redmond Police Department operations effective July 25, 2021, or as

noted in the attached summary memo. The Redmond Police Administration, Training Unit, Lexipol Policy Content Team, and the City Attorney worked to review and incorporate these changes into police policies, procedures and operations.

The following bill is effective July 1, 2021

SB5476 (Blake Decision regarding drugs and paraphernalia) - Clarified that possession of a controlled substance is a misdemeanor. Prior to arrest/booking, officers are required to offer referrals to assessment and services. The community may see officers interact and release drug users to ensure referral to services.

The following bills are effective July 25, 2021

HB 1054 (Tactics) - Prohibits the use of a chokehold or neck restraint, prohibits military equipment, restricts vehicular pursuits, and prohibits firing a weapon at a moving vehicle. Redmond has already prohibited chokeholds and firing at moving vehicles. Our pursuit policy was updated slightly but was already as restrictive as the new legislation. The only military surplus equipment we own (which is not subject to this bill - as it is not armored) is a repurposed Ford F850 Box Truck (previously a Naval Mobile Dental Services Unit), used by our Crisis Negotiators as a place to coordinate/meet/communicate with subjects during an on-scene response.

HB 1310 (Use of Force) - Clarified when officers may use deadly force and requires de-escalation tactics. Many of our updated force policies already met these criteria. We have provided training to ensure officers only use physical force with probably cause exists or there is an imminent threat of bodily injury. Officer responses to certain events, such as misdemeanor crimes, people in crisis, runaways, and involuntary emergency detentions will need to establish PC or imminent threat. The community may see officers employ more time to talk, gather info and employ less lethal tactics prior to engaging physically, detaining someone, or using force.

SB 5051 (Decertification & Background Checks) - Redmond practice and policy already met these stringent requirements and we will continue to communicate de-certifications to the Criminal Justice Training Commission (CJTC).

SB 5066 (Duty to Intervene) - Our policy has long required officers to provide first aid and to report policy and law violations. This bill and our policy language have been further defined and clarified.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

OVERVIEW: Beginning in 2020, Redmond Police began a major update to all internal policies and procedures that govern day-to-day operations. This update was communicated to the community via a Chief's video message, news release, and public information website and social media posts.

By July 25, 2021, all critical and required polices have been revised and implemented. The complete manual revision will conclude by September 2021. All policies will be available online to the public.

May 2020: Redmond Police Use of Force draft policies were posted publicly and reviewed by specific community interest groups, such as "Right to Breathe", "Centro Cultural Mexicano", and "Redmond Police Community Equity Action Team".

July 2021: Chief Lowe and the Mayor's Office released written summary statements that address highlighted changes.

July 2021: Redmond Police share updated policies, including explanations of methods used to review/develop use of force polices <<https://useofforce.lexipol.com/community-members/>>

- **Outreach Methods and Results:**
Direct outreach to: Police Chief Lowe’s Advisory Council, the Community Equity Action Team, Centro Cultural Mexicano, Northwest Immigrant Rights Project, Redmond Youth Partnership Advisory Committee (RYPAC), Right to Breathe, and the 8 Can’t Wait Campaign.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
N/A

Other budget impacts or additional costs: Yes No N/A
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: WASPC Memo: Major Policy Considerations from the 2021 Legislative Session



MAJOR POLICY CONSIDERATIONS FROM THE 2021 LEGISLATIVE SESSION

CONDENSED SUMMARY VERSION

This is a summary of police reform laws passed by the Washington Legislature¹.

HB 1054 – Tactics – effective date July 25, 2021

- Prohibits the use of a chokehold or neck restraint in any circumstance.
- Prohibits no-knock warrants.
- CJTC to develop a model policy for the training and use of canine teams.
- Prohibits the use of tear gas except in three circumstances: harm posed by a riot, barricaded subject or hostage situation.
- Prior to deploying tear gas, the law enforcement officers must: exhaust available and appropriate alternatives, obtain authorization from a supervising officer, announce the intent to use tear gas; and allow sufficient time and space for the subject(s) to comply.
- Prior to deploying tear gas (for a riot outside a correctional facility), the law enforcement agency also receives authorization from the highest elected official of the jurisdiction in which the tear gas is to be used.
- Prohibits use or acquisition of “military equipment” and agencies must return or destroy any “military equipment” by December 31, 2022.
- Law enforcement agencies to submit an inventory of “military equipment”, to WASPC by November 1, 2021 WASPC to report to the Governor and Legislature by December 31, 2021.
- Requires uniformed peace officers are reasonably identifiable (e.g., name badge).
- Defines a vehicular pursuit and prohibits a vehicular pursuit unless the officer has probable cause that a crime (violent or sex offense) has/is committed and reasonable suspicion of driving under the influence, necessary for the purpose of identifying or apprehending the person, poses an imminent threat to the safety of others and the officer receives authorization to engage in the pursuit from a supervising officer
- Prohibits a law enforcement officer from firing a weapon at a moving vehicle

Key Considerations:

- Chokeholds and neck restraints are prohibited even where the use of deadly force is justified.
- The requirement to obtain authorization from the highest elected official could be misinterpreted.
- The term “violent offense” relating to vehicular pursuits may cause a misinterpretation of the requirements of the bill.

¹ Nothing in this document should be interpreted as legal advice. WASPC does not provide legal advice. Legal advice should be sought from, and provided by, your legal advisor.

HB 1310 – Use of Force – effective July 25, 2021

- Authorizes a law enforcement officer to use deadly force only when necessary to protect against an imminent threat of serious physical injury or death
- Requires an officer exhaust available and appropriate de-escalation tactics prior to using any physical force.
- When using physical force, use the least amount of physical force necessary to overcome resistance under the circumstances,
- Terminate the use of physical force as soon as the necessity for such force ends
- By July 1, 2022, the Attorney General will develop and publish a model policy on law enforcement use of force and de-escalation tactics
- Requires law enforcement agencies to submit their model policies to the Attorney General.
- Requires the Attorney General, by December 31st of each year, to publish on its website a report of the model policy
- Requires basic training provided by the CJTC to be consistent with the use of force requirements and limitations of the bill and the Attorney General’s model policy on the use of force and de-escalation.

Key Considerations:

- It is unclear how the Duty of Reasonable Care created in this bill intersects with the Public Duty Doctrine.
- It is unclear how the exception to the use of prohibited tactics interacts with the prohibition on chokeholds and neck restraints in HB 1054.

SB 5051 – Decertification – effective July 25, 2021

- Establishes criteria for mandatory CJTC de-certification of peace officers and corrections officers
- CJTC may conduct investigations into allegations of improper conduct – independent of any employing agency investigation,
- CJTC may issue public recommendations regarding law enforcement agencies’ command decisions, inadequacy of policy or training, investigations or disciplinary decisions regarding misconduct, potential systemic violations of law or policy, unconstitutional policing, or other matters
- Expands requirements relating to prehire background checks
- Requires law enforcement and corrections agencies to report to CJTC within 15 days of occurrence of any death or serious injury caused by the use of force by an officer or any time an officer has been charged with a crime.
- Authorizes the CJTC to impose a civil penalty up to \$10,000 for the failure by an officer or an employing agency to timely and accurately report information to the CJTC
- Requires law enforcement and corrections agencies to retain personnel records for the duration of the officer’s employment plus a minimum of 10 years thereafter
- Requires the CJTC to maintain a publicly searchable, machine readable, and exportable database
- Specifies that the CJTC shall have the sole authority to provide basic law enforcement training

Key Considerations:

- There is no limitation on how long the CJTC can suspend certification.

SB 5066 – Duty to Intervene – July 25, 2021

- Requires any identifiable general authority Washington law enforcement officer who witnesses another law enforcement officer using or attempting to use excessive force to intervene to end and/or prevent the use of excessive force and report to their supervisor
- Incorporates the duty to render first aid into the newly created duty to intervene
- Prohibits law enforcement agencies from imposing discipline or retaliate in any way against a peace officer for intervening in good faith or reporting in good faith as required by the bill
- Requires law enforcement agencies to send notice to the CJTC of any disciplinary action resulting from a law enforcement officer's failure to intervene or failure to report
- Requires the CJTC to develop a written model policy on the duty to intervene by December 1, 2021
- Requires the CJTC to provide duty to intervene training by December 31, 2023 to all law enforcement officers who completed basic law enforcement training prior to January 31, 2022

Key Considerations:

- The definition of excessive force appears to not take into consideration different perspectives from different officers on the same scene (tensing up, furtive movements, weapons, etc.).

HB 1267 – Office of Independent Investigations – effective date July 25, 2021

- Creates the Office of Independent Investigations (OII) within the Office of the Governor
- Establishes certain requirements and qualifications of investigators
- Designates the OII as the lead investigative body for any investigation it chooses to conduct under its jurisdiction
- Requires the CJTC to give priority training registration to OII personnel
- Requires the OII to conduct analysis and research
- Requires all law enforcement agencies to immediately notify the OII of any incident
- Requires that the scene of an incident subject to the jurisdiction of the OII if requested
- Requires the OII Advisory Board to assess whether the jurisdiction should be expanded to conduct investigations of other types of incidents committed by involved officers, (e.g., in-custody deaths, and sexual assaults by law enforcement officers)

Key Considerations:

- It is necessary for existing independent investigation teams to remain in place to conduct independent investigations of the use of deadly force by a law enforcement officer if/when the OII chooses to not take up an investigation.
- It remains unclear what, if any, ability an involved agency has to conduct an investigation into the underlying conduct for which the involved officer(s) were present.

HB 1089 – Audits of Investigations – effective July 25, 2021

- State Auditor with the CJTC, to conduct a process compliance audit of any deadly force investigation
- Authorizes audit procedure on any law enforcement agency to ensure that the agency follows all laws, policies, and procedures governing the training and certification of peace officers employed by the agency.
- Prohibits charging a law enforcement agency for any costs associated with audits

Key Considerations:

- Compliance audits may be conducted on investigations for several previous years.

SB 5476 – State v Blake – effective immediately and July 1, 2021

- Requires the Health Care Authority to establish a statewide substance use recovery services plan
- Requires each behavioral health administrative services organization to establish a recovery navigator program to provide community-based outreach, intake, assessment, connection to services and case management and recovery services
- Amends the Uniform Controlled Substances Act to specify that knowing possession of a controlled substance, counterfeit substance, or legend drug without a prescription constitute a simple misdemeanor
- Law enforcement officers are required, in lieu of jail booking and referral to the prosecutor, to offer a referral to assessment and services
- Modifies the drug paraphernalia statute to remove reference to paraphernalia used to test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce a controlled substance into the human body
- Encourages prosecutors to divert simple possession charges to assessment, treatment, or other services
- Requires basic law enforcement training to include training on interactions with persons with substance use disorders
- Appropriates approximately \$88 million for substance use disorder prevention, assessment, treatment, and recovery services

Key Considerations:

- Agencies should clarify and advise officers of their requirement to divert possession offenses in instances where treatment services are not imminently available in a particular community.
- WASPC is working to assemble a list of substance use treatment providers around the state to assist agencies in knowing what treatment services are available when diversion is required.

Other Police Reform Measures

HB 1223 – Uniform Electronic Recordation of Custodial Interrogations – effective January 1, 2020

- Requires that any custodial interrogation of an adult for a felony offense, or a juvenile of any offense, be electronically recorded.
 - must be both audio and video in cells, jails, law enforcement offices.
 - other location must be by audio at a minimum.
- Establishes limited exceptions to the electronic recording requirement and
- Limits admissibility of statements requiring electronic recording where electronic recordings were not made.

Key Considerations:

- The new law doesn't require body worn cameras which would be the most reasonable way to comply with the requirements

HB 1140 – Juvenile Access to Attorneys – effective January 1, 2022

- Requires juvenile (under the age of 18) access to an attorney for consultation prior to a juvenile waiving any constitutional rights if the officer questions a juvenile during a custodial interrogation, detains a juvenile based on probable cause of involvement in criminal activity; or requests that a juvenile consent to an evidentiary search of their person, property, dwelling, or vehicle.
- Prohibits a juvenile from waiving their right to be provided access to an attorney.
- Prohibits any statement made by a juvenile from being admissible in a court proceeding unless the juvenile was provided access to an attorney. Requires the State Office of Public Defense to provide access to attorneys for juveniles contacted by law enforcement.

Key Considerations:

- The number of juveniles requiring access is underestimated.

HB 1088 – Potential Impeachment Disclosures/"Brady List" – effective July 25, 2021

- Requires each county prosecutor, to develop and adopt a written protocol no later than July 1, 2022 regarding:
 - the types of conduct that must be disclosed,
 - how Brady/PID disclosure information should be shared and maintained, and
 - what circumstances an officer may be removed from the Brady/PID list.
- Requires local Brady/PID protocols to be reviewed every two years,
- Requires the CJTC to provide online Brady/PID disclosure training,
- Requires law enforcement agencies to report Brady/PID disclosures within 10 days,
- Requires a law enforcement agency, prior to hiring an officer with previous law enforcement experience, to inquire and verify whether the officer has ever been subject to a Brady/PID disclosure.

Key Considerations:

- It remains unclear what, if any, circumstances an officer may be removed from the Brady/PID list.

HB 1320 – Protection Orders - effective July 25, 2021 and July 1, 2022

- Consolidates and amends laws governing protection orders for domestic violence; sexual assault; stalking; anti-harassment; vulnerable adults; and extreme risk
- Amends provisions relating to the recognition of Canadian DV protection orders
- Revises provisions related to orders to the surrender and prohibition of weapons, revocation of concealed pistol licenses, unlawful possession of firearms, and DV no-contact orders.
- Establishes responsibilities for school districts regarding students who are subject to protection orders
- Repeals 137 existing statutes relating to protection orders

Key Considerations:

- This is a highly technical 320-page bill that moves and combines certain statutes related to protection orders, while also making substantive changes in the process.

SB 5055 – Grievance Arbitration Panels – effective July 25, 2021

- Establishes a rotating pool of not less than 9 and not more than 18 law enforcement grievance arbitrators at the Public Employment Relations Commission (PERC)
- Requires all grievance arbitrations involving law enforcement personnel, as defined in the bill, relating to disciplinary action, discharge, or termination to be conducted through the PERC pool of law enforcement grievance arbitrators at PERC
- Grandfathers existing collective bargaining agreements from the provisions of the bill as of July 25, 2021 from the provisions of the bill unless/until such agreement is reopened, renegotiated, or expires.

Key Considerations: None

SB 5259 – Law Enforcement Data Collection – effective July 25, 2021

- Requires the Attorney General to contract with an institution of higher education to establish and administer a Washington law enforcement use of force reporting system
- Establishes certain interactions for which use of force reporting is required
- Establishes minimum data elements to be reported for relevant interactions
- Authorizes the Attorney General to require additional interactions and data elements to be included in the use of force reporting program
- Requires all Washington law enforcement agencies to report to the program all data for all covered interactions through incident reports or other electronic means in the format and time frame established by the Attorney General

Key Considerations:

- This is legislation that may increase local costs that are not provided for in the state budget.



Memorandum

Date: 8/17/2021
Meeting of: Committee of the Whole - Public Safety

File No. CM 21-386
Type: Committee Memo

TO: Committee of the Whole - Public Safety
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Fire	Adrian Sheppard, Fire Chief	425-556-2201
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DEPARTMENT STAFF:

Fire	Rich Gieseke	Assistant Fire Marshal
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TITLE:
Fire Save v. Loss Report (Q2, 2021)

OVERVIEW STATEMENT:

This presentation provides a summary of fire incidents and an overview of fires investigated during the second quarter of 2021.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
 - This information is intended to provide the Public Safety Committee with metrics regarding fire incidents and fire investigations that occurred during the second quarter of 2021.
 - This is a recurring quarterly report.

OUTCOMES:
N/A

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
N/A

Other budget impacts or additional costs: Yes No N/A
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Fire Save v. Loss (Q2, 2021)

Fire Summary Report

Save vs. Loss Q2-2021

Committee of the Whole – Public Safety
August 17, 2021



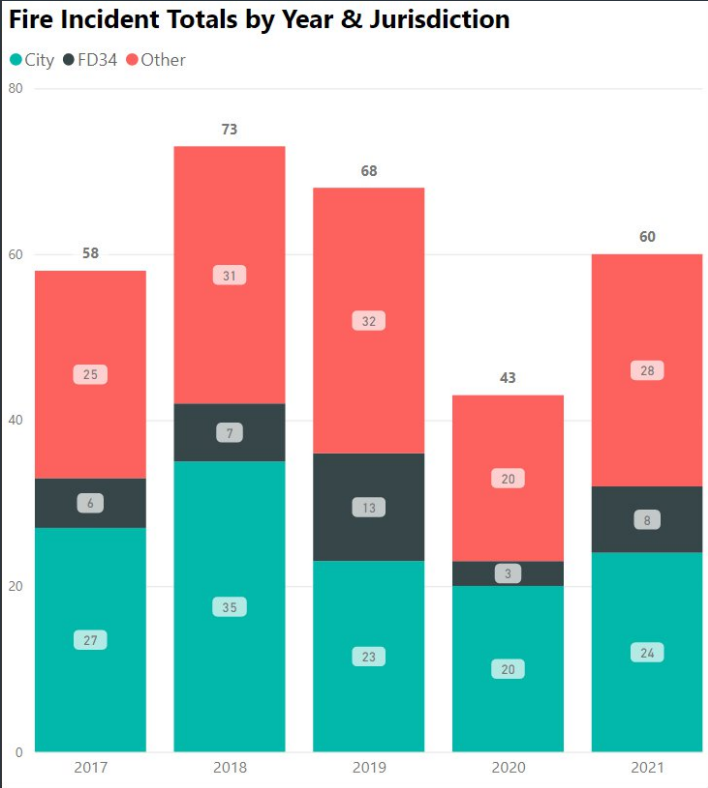
Purpose



This presentation provides a summary of fire incidents and an overview of fires investigated in the second quarter of 2021.



Fire Incidents by NFIRS* Code (Q2)



Fire Incidents by NFIRS Code & Year

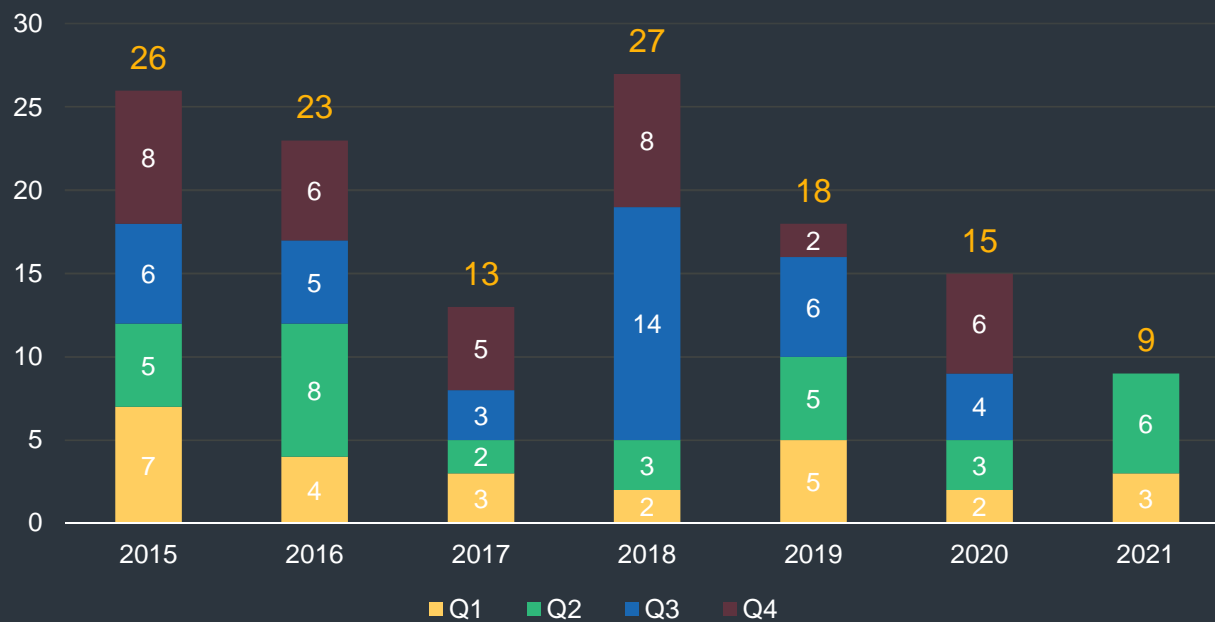
Code	2017	2018	2019	2020	2021
100 - Fire, other	7	7	10	6	8
111 - Building fire	22	31	29	15	17
112 - Fires in structure other than in a building	1				2
113 - Cooking fire, confined to container	9	10	4	5	7
114 - Chimney or flue fire, confined to chimney or flue	1	2	1		3
117 - Commercial Compactor fire, confined to rubbish	1				
118 - Trash or rubbish fire, contained		2	1	1	
130 - Mobile property (vehicle) fire, other		1	1	1	2
131 - Passenger vehicle fire	11	6	7	3	8
132 - Road freight or transport vehicle fire		2		1	
150 - Outside rubbish fire, other		1	5	1	3
151 - Outside rubbish, trash or waste fire	3	6	6	2	1
153 - Construction or demolition landfill fire					1
154 - Dumpster or other outside trash receptacle fire	1	4	2	6	5
160 - Special outside fire, other	1		2	1	1
162 - Outside equipment fire	1	1		1	2
Total	58	73	68	43	60

*National Fire Incident Reporting System

Investigated Fires



Year at a Glance
2015 - 2021



Fire Investigation Summaries



Structure Fire - Outdoor

- Date: 4/11/2021
- Structure Loss: \$65,000
- Value: Unknown
- Est. Save: Unknown
- Confined to room of origin
- Extinguished by Fire Department



Fire Investigation Summaries



Structure Fire - Outdoor

- Date: 4/19/2021
- Structure Loss: \$30,000
- Value: \$30,000
- Est. Save: \$0
- Confined to room of origin
- Extinguished by Fire Department



Fire Investigation Summaries



Structure Fire – Multi-Family

- Date: 5/30/2021
- Structure Loss: \$0
- Value: \$68,783,500
- Est. Save: \$68,783,500
- Confined to room of origin
- Fire extinguisher used prior to extinguishment by Fire Department





Fire Investigation Summaries

Structure Fire – Multi-Family Fire Sprinkler Save

- Date: 6/23/2021
- Structure Loss: \$5,000
- Value: \$7,214,200
- Est. Save: \$7,209,200
- Confined to room of origin
- Extinguished by Fire Department



Fire Investigation Summaries



Structure Fire – Single Family

- Date: 6/26/2021
- Structure Loss: \$10,000
- Value: \$161,000
- Est. Save: \$151,000
- Extinguished by Fire Department
- Confined to room of origin





Fire Investigation Summaries

Structure Fire – Single Family

- Date: 6/28/2021
- Structure Loss: \$100,000
- Value: \$237,000
- Est. Save: \$137,000
- Confined to room of origin
- Extinguished by Fire Department





Thank You



Any Questions?

