MEMORANDUM OF AGREEMENT

By and between

THE CITY OF REDMOND

And the

HOUSING AUTHORITY OF KING COUNTY

(Record & Information Sharing Agreement)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the CITY OF REDMOND and the HOUSING AUTHORITY OF KING COUNTY.

WHEREAS, the Department and the Housing Authority share a common interest in the safety of the residents in housing authority properties; and

WHEREAS, the Housing Authority has an interest in receiving information from the Department related to activity that threatens the safety of the communities; AND

WHEREAS, the Department seeks the assistance of the Housing Authority in maintaining the peace and safety in the communities;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The Housing Authority of King County Washington (hereinafter referred to as the Housing Authority) and the **Redmond Police Department** (hereinafter referred to as the Department) enter into this record sharing agreement in a coordinated effort to reduce and eliminate criminal activity within public housing developments owned and operate by the Housing Authority.

The Department and the Housing Authority agree to the responsibilities outlined below:

1. Responsibilities of the Housing Authority:

- a. Provide the Department a listing of the addresses for all Housing Authority properties located in the jurisdiction of the Department.
- b. Establish a system of regular communication between the Housing Authority and the Department to communicate concerns for emerging problems such as suspected drug activity and other criminal activity that threatens to disrupt the peace and safety of the community.
- c. Establish a single contact person with the Housing Authority's local area office to coordinate the transfer of information to and from the Department and notify the appropriate Department personnel whenever and established contact person is replaced.
- d. Immediately notify the Department of specific incidents occurring within the Housing Authority communities or suspected of occurring within the Housing Authority communities relating to serious criminal activity, including drug related criminal activity.

2. Responsibilities of the Police Department:

- a. Provide quarterly reports by address of dispatched calls for service to locations within the Housing Authority communities. The Community Engagement Sergeant will provide this report.
- b. Establish a system of regular communications between the Housing Authority and the Department to coordinate the transfer of information to and from the Housing Authority on crime related problems arising out of Housing Authority communities. The Department agrees to use such information, received from the Housing Authority solely to assist the Department in connection with suspected crime related problems arising out of Housing Authority communities unless a formal request for the information is made by the Department.
- c. Establish a single point of contact within the Department to coordinate the transfer of information to and from the Housing Authority. The single point of contact will be the CrimePrevention@Redmond.Gov email address monitored by the Community Engagement Sergeant and the Community Engagement Coordinators.
- d. Upon request by the Housing Authority, provide case reports upon request for specific incidents occurring in public housing communities relating to drug activity and other criminal activity. When appropriate

- and applicable, the Department may redact reports it provides to the Housing Authority.
- e. Notify the Housing Authority in a timely manner of serious criminal activity, including drug related criminal activity, or other incidents threatening the life and safety of residents of the community or Housing Authority Staff. However, if in the opinion of the Department the release of information would compromise, damage, or jeopardize an ongoing criminal investigation, and there is not immediate threat to life and safety, the Department maintains the right to delay the release of information.

3. The Housing Authority agrees to the following:

- a. Use information provided by the Department solely to evaluate the activities occurring within the Housing Authority Property. Should information be needed by the Housing Authority for other uses, it may be obtained through a formal request only.
- b. Limit access to the information to Regional Managers and to those employees who cannot reasonably carry out their responsibilities without such access and who have been advised and agree to comply with the provisions of this agreement.
- c. Secure all information received pursuant to this agreement in secured, locked containers.
- d. Make no disclosures of information in a form which is identifiable to an individual without meeting the requirements of the State of Washington Public Disclosure Act (RCW 42.56), Juvenile Justice and Care Act (RCW 13.50), Criminal Records Privacy Act (RCW 10.97), and the Motor Vehicle Act (RCW 46.52). The Department agrees to provide training in the applicable state law.

This agreement may be terminated by either side in the event of a change in the applicable state or federal law allowing such access or for cause, which is defined as material breach of this agreement. In the event of a change in laws, access will be terminated immediately or altered to conform with the law revision. In the event of a termination for cause, access will be terminated immediately upon the allegation of a violation, with a right to a hearing to reinstate the agreement.

| Either party, at its sole option, may terminate this agreement by providing thirty (30) days' written notice of termination to the Executive Director of the Housing Authority. The failure of either party to comply with any term or condition of this Memorandum of Agreement shall not result in any liability to the party, its employees, or agents. IN WITNESS WHEREOF, we have set our hands this day of, 2019. | |
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| John Marchione, Mayor | Stephen Norman, Executive Director |
| Attest: | |
| City Clerk | |