## **City of Redmond**



## Agenda

Tuesday, February 16, 2021

4:30 PM

Remote Viewing: Redmond.gov/rctvlive, Facebook (@CityofRedmond), Comcast Channel 21, Ziply Channel 34, or listen at 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. Approve Interlocal Agreement to Provide Law Enforcement

Mutual Aid for an Independent Force Investigation Team 
King County (IFIT-KC)

Attachment A: Interlocal Agreement

(Requested by: Police) - 10 minutes

2. Fire Save versus Loss Report (4Q2020) CM 21-053

Attachment A: Presentation

(Requested by: Fire) - 15 minutes

3. COVID-19 Update CM 21-050

(Requested by: Fire) - 15 minutes



## City of Redmond

15670 NE 85th Street Redmond, WA

#### Memorandum

Date: 2/16/2021 Meeting of: Committee of the Wh	ole - Public Safety		File No. CM 21-051 Type: Committee Memo
TO: Committee of the Whole - Pu FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTA	·		
Police	Chief Darrell Lowe	425-556-2529	
DEPARTMENT STAFF:			
Police	Captain Tim Gately	425-556-2615	
TITLE: Approve Interlocal Agreem Investigation Team - King		cement Mutual Aid	for an Independent Force
OVERVIEW STATEMENT: The proposed Interlocal Agreement to conduct independent investignarm, in compliance with Washarm, in compliance with Washarm, in compliance with Washarm, and police department of the Washington, and police department Medina, Mercer Island, Redmond Additional Background In	ations of police use of force restrictions of police use of force restriction State Initiative 940, at IFIT include Washington State of Bellevue,	ulting in death, substan "Law Enforcement Tra te Patrol, King County Clyde Hill, Duvall, Kirkla	tial bodily harm or great bodily aining and Community Safety Sheriff's Office, University of
REQUESTED ACTION:			
☐ Receive Information	☑ Provide Direction	☐ Approve	
REQUEST RATIONALE:			
<ul> <li>Required:         <ul> <li>LETSCA requires that all prinvestigated completely investigated completely investigated completely investigated completely investigated council Request:</li></ul></li></ul>	ndependent of the involved age nt will provide a forum for indep any participating member may	death, substantial bodil ncy. endent investigations of request an independer	y harm, or great bodily harm be  f police use of force by East King nt investigation and no person ion. The agreement will last for

Date: 2/16/2021 File No. CM 21-051

Meeting of: Committee of the Whole - Public Safety Type: Committee Memo

one year and includes an automatic renewal on the last day of each year for an additional one year. Any party may withdraw from the agreement with thirty days written notice.

#### **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.

#### COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

#### Timeline (previous or planned):

The City is currently seeking community members willing to participate in an IFIT-KC investigation of a police use of force in Redmond.

#### Outreach Methods and Results:

Redmond police have reached out to the community with a media release, posting on the City website, direct notification to community groups (such as the Community Equity Action Team), and via a community information forum.

#### • Feedback Summary:

Approximately twenty (20) participants were involved in the information forum and several have expressed interest in participating in the Independent Force Investigation Team as a Community Member to be involved in any investigation occurring in Redmond.

#### **BUDGET IMPACT:**

Total Cost: Current staff will be assigned as ne	eded.		
Approved in current biennial budget:	☐ Yes	□ No	⊠ N/A
Budget Offer Number: 228 Criminal Justice			
<b>Budget Priority</b> : Safe and Resilient			
Other budget impacts or additional costs:  If yes, explain:  N/A	☐ Yes	⊠ No	□ N/A
Funding source(s): General Fund Budget/Funding Constraints: N/A			

Date: 2/16/2021 File No. CM 21-051 Meeting of: Committee of the Whole - Public Safety **Type:** Committee Memo

☐ 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
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).

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 <u>9A.16.040</u> 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	CITY OF DUVALL
Name:	Name:
Title:	Title:
Date:	Date:
Attest:	Attest:
City Clerk	City Clerk
Approved as to Form:	Approved as to Form:
City Attorney	City Attorney
CITY OF KIRKLAND	CITY OF CLYDE HILL
Name:	Name:
Title:	Title:
Date:	Date:
Attest:	Attest:
City Clerk	City Clerk
Approved as to Form:	Approved as to Form:
City Attorney	City Attorney
CITY OF MEDINA	CITY OF MERCER ISLAND
Name:	Name:
Title:	Title:
Date:	Date:
Attest:	Attest:
City Clerk	City Clerk
Approved as to Form:	Approved as to Form:
City Attorney	City Attorney

CITY OF REDMOND	CITY OF SNOQUALMIE			
Name:	Name:			
Title:	Title:			
Date:	Date:			
Attest:	Attest:			
City Clerk	City Clerk			
Approved as to Form:	Approved as to Form:			
City Attorney	City Attorney			
WASHINGTON STATE PATROL	KING COUNTY SHERIFF'S OFFICE			
Name:	Name:			
Title:	Title:			
Date:	Date:			
Attest:	Attest:			
Clerk	Clerk			
Approved as to Form:	Approved as to Form:			
Attorney	Attorney			
UNIVERSITY OF WASHINGTON				
Name:				
Title:	_			
Date:	_			
Attest:	_			
Clerk				
O TOTAL	<del>_</del>			

Attorney



## City of Redmond

15670 NE 85th Street Redmond, WA

### Memorandum

Date: 2/16/2021 Meeting of: Committee of the Whole - Public Safety			File No. CM 21-053 Type: Committee Memo		
FROM:	nmittee of the Whole - Publ Mayor Angela Birney MENT DIRECTOR CONTACT	•			
Fire		Acting Deputy Chief Todd S	Short	425-556-2242	
DFPART	MENT STAFF:				
Fire		Rich Gieseke	Acting Fire	e Marshal	
TITLE: Fire Sa	ave versus Loss Report	(4Q2020)			
This pre 2020.	·	ary of fire incidents and an overv		investigated during th	ne fourth quarter of
	TED ACTION: Receive Information	☐ Provide Direction	□ Ар	prove	
REQUES	T RATIONALE:				
•		intended to provide the Public Sa hat occurred during the fourth q	-	_	arding fire incidents
<u>OUTCOI</u> N/A	MES:				

Date: 2/16/2021 Meeting of: Committee of the Whole - Public Safety			File No. CM 21-053 Type: Committee Memo		
COMMUNITY/STAKEHOLDER OUTREA	CH AND INVOLVEME	<u>INT</u> :			
<ul> <li>Timeline (previous or planned N/A</li> <li>Outreach Methods and Result N/A</li> <li>Feedback Summary: N/A</li> </ul>					
BUDGET IMPACT:					
Total Cost: N/A					
Approved in current biennial budget:	☐ Yes	□ No	⊠ N/A		
<b>Budget Offer Number:</b> N/A					
<b>Budget Priority</b> : N/A					
Other budget impacts or additional colling services of the ser	sts: 🗆 Yes	□ No	⊠ N/A		
Funding source(s): N/A					
<b>Budget/Funding Constraints:</b> N/A					
☐ Additional budget details attac	hed				
COUNCIL REVIEW:					
Previous Contact(s)			Downstad Astion	$\neg$	
Date Meeting	presented to Court	1	Requested Action		
N/A Item has not been	presented to Counci		N/A		
Proposed Upcoming Contact(s)					
Date Meeting			Requested Action		

Date: 2/16/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-053

Type: Committee Memo

N/A	N/A	N/A
1		

**Time Constraints:** 

N/A

**ANTICIPATED RESULT IF NOT APPROVED:** 

N/A

**ATTACHMENTS**:

Attachment A: Fire Save versus Loss (4Q2020)

# Fire Summary Report Save vs. Loss Q4-2020

Public Safety Committee of the Whole February 16, 2021



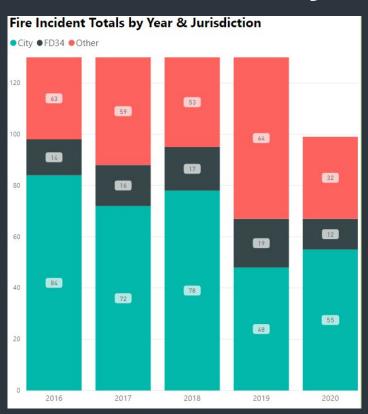


# Purpose

This presentation is to provide a summary of fire incidents and an overview of fires investigated in the Fourth Quarter of 2020.



# Fire Incidents by NFIRS\* Code (Q4)

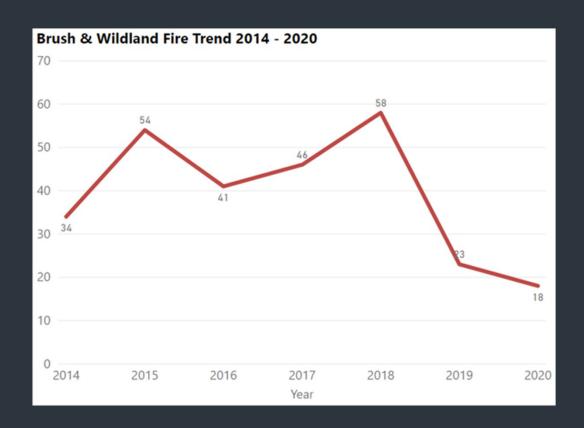


ire Incidents by NFIRS Code & Year					
Code	2016	2017	2018	2019	2020
100 - Fire, other	27	30	20	27	18
111 - Building fire	66	45	52	55	37
112 - Fires in structure other than in a building		2	2		1
113 - Cooking fire, confined to container	21	21	24	11	15
114 - Chimney or flue fire, confined to chimney or flue	1	5	2	1	2
117 - Commercial Compactor fire, confined to rubbish		1			
118 - Trash or rubbish fire, contained	1		3	2	3
130 - Mobile property (vehicle) fire, other	1		3	1	1
131 - Passenger vehicle fire	11	20	14	10	6
132 - Road freight or transport vehicle fire	1		2	1	1
136 - Self-propelled motor home or recreational vehicle			1		1
137 - Camper or recreational vehicle (RV) fire	2	2			
138 - Off-road vehicle or heavy equipment fire	1				
150 - Outside rubbish fire, other	6	2	2	6	5
151 - Outside rubbish, trash or waste fire	7	5	9	9	7
154 - Dumpster or other outside trash receptacle fire	6	5	11	5	7
155 - Outside stationary compactor/compacted trash fire				1	
160 - Special outside fire, other	5	5	2	2	8
161 - Outside storage fire	1				
162 - Outside equipment fire	4	4	1		2
Total	161	147	148	131	114

<sup>\*</sup>National Fire Incident Reporting System



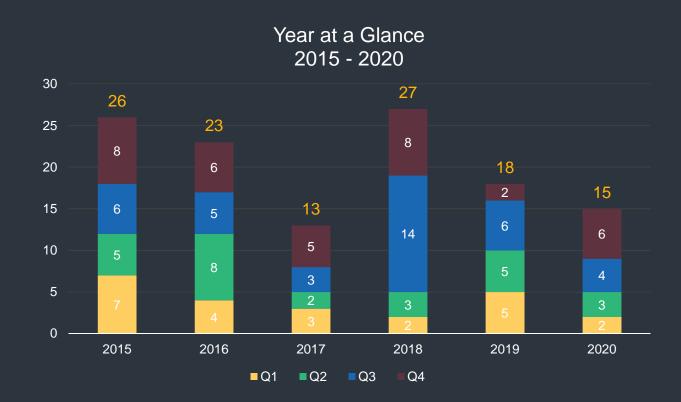
## **Brush Fire Trend\***



\*2020 figure is through end of Q4

# **Investigated Structure Fires**







Structure Fire: Multi-Family

• Date: 10/20/2020

Structure Loss: \$31,900

• Value: \$179,235

• Est. Save: \$147,335

Extinguished by fire sprinkler





Structure Fire: Commercial

• Date: 10/31/2020

• Structure Loss: \$2,000

• Value: \$2,764,800

• Est. Save: \$2,762,800





Structure Fire: Single-Family

• Date: 11/3/2020

Structure Loss: \$20,000

• Value: \$306,000

• Est. Save: \$286,000





Structure Fire: Commercial

• Date: 12/11/2020

• Structure Loss: \$1,500

• Value: \$22,772,400

• Est. Save: \$22,770,900





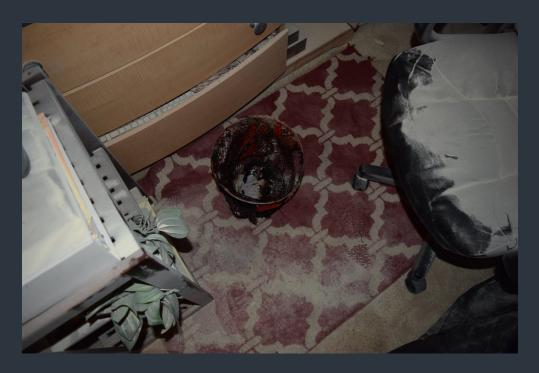
Structure Fire: Single Family

• Date: 12/30/2020

• Structure Loss: \$1,000

• Value: \$264,000

• Est. Save: \$263,000





Structure Fire: Mobile Home

• Date: 12/30/2020

• Structure Loss: \$15,000

• Value: \$28,000

• Est. Save: \$13,000





Any Questions?





## City of Redmond

15670 NE 85th Street Redmond, WA

#### Memorandum

Date: 2/16/2021 File No. CM 21-050

Meeting of: Committee of the Whole - Public Safety Type: Committee Memo

COVID-19 Update