

City of Redmond



Agenda

Tuesday, June 15, 2021

4:30 PM

**Remote Viewing: [Redmond.gov/rctlive](https://redmond.gov/rctlive), 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

Jeraloe Anderson

David Carson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Tanika Kumar Padhye

AGENDA

1. 2020-2021 School Resource Officer Agreement (City of Redmond & Lake Washington School District) [CM 21-255](#)

[Attachment A: Agreement](#)

Department: Police, 10 minutes

Requested Action: Consent Agenda, July 6th

2. Approve Funding for Implementation of Body-Worn Camera and In-Car Camera Systems and Approval of a Contract Addendum with Axon Enterprise, Inc. [CM 21-265](#)

[Attachment A: Draft Body-Worn Camera Department Policy](#)

[Attachment B: Axon Enterprise, Inc. Estimated Body-Worn and In-Car Camera Costs](#)

Department: Police, 30 minutes

Requested Action: Study Session, July 13th

3. Code Proposal for Non-Conforming Fire Damaged Structures and Adult Family Homes [CM 21-205](#)

[Attachment A: Non-Conforming Structure Code - Proposed Amendment](#)

[Attachment B: Chapter 15.06 RMC - Proposed Amendment Language](#)

Department: Fire, 15 minutes

Requested Action: Public Safety Committee, July 20th

Legislative History

5/18/21

Committee of the Whole -
Public Safety

referred to the Committee of the Whole -
Public Safety



Memorandum

Date: 6/15/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-255

Type: Committee Memo

TO: Committee of the Whole - Public Safety

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

Police	Tim Gately	Captain
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TITLE:

2020-2021 School Resource Officer Agreement (City of Redmond & Lake Washington School District)

OVERVIEW STATEMENT:

Renewal of the 2020-2021 School Resource Officer agreement between the Lake Washington School District and the City of Redmond. This is a continuation of the service the Redmond Police Department currently provides to the Lake Washington School District and allows for funding to be received in consideration for services provided.

☐ **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:**

The 2020-2021 agreement was delayed due to LWSD staffing changes and priorities due to COVID-19. The Police Department anticipates negotiating a new agreement prior to the 2021-2022 academic year.

OUTCOMES:

The City of Redmond provides School Resource Officer services to the Lake Washington School District. This includes

three regularly employed police officers assigned to Redmond High School, Redmond Middle School, and Rose Hill Middle School. The School Resource Officers will act as a law enforcement resource, maintain the peace on school district property, and provide law enforcement counseling as requested and mutually agreed upon, as well as support services, as identified in the agreement. This renewal is for the 2020-2021 academic year.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

This agreement will allow for the City to receive \$76,000 from LWSD.

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

Budget Offer Number:

000329 General Fund Revenue (LWSD as funding source)

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 Revenue

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
7/6/2021	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If this agreement is not approved, the City will not be able to receive reimbursement for services provided.

ATTACHMENTS:

Attachment A: Redmond SRO Agreement 2020-2021

SCHOOL RESOURCE OFFICER

This Agreement is made and entered into this _____ day of _____ by Lake Washington School District (referred herein as "District"), and the City of Redmond (referred to herein as "City"), for the purpose of establishing a School Resource Officer (referred to herein as "SRO") program in the public school system in the City of Redmond. In consideration of the terms and conditions set forth herein, the parties agree as follows

ARTICLE I

PURPOSE. The purpose of this agreement is for the City of Redmond to provide contract services in the form of SRO's to the District. The services provided include law enforcement and related services as described in this agreement

ARTICLE II

OBLIGATION OF THE CITY. The City shall provide SRO police officers as follows:

- (A) Provision of an SRO. The City shall assign a regularly employed officer to each of the following areas of coverage: Redmond High School, Redmond Middle School and Rose Hill Middle School. Total officers equal to three (3).

Although generally assigned to the above-named middle and high schools, the SRO's may provide coverage to other nearby schools and areas surrounding the principal campus identified. The services provided by the SRO's are in addition to normal police services already provided by the City.

- (B) Selection of an SRO. The Chief of Police, with input from the District, shall choose the SRO to be assigned on the basis of the following minimum criteria:
- (1) The SRO must have the ability to deal effectively with a diverse student population.
 - (2) The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with staff and students of the particular school in which the SRO is assigned.
 - (3) The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education background, background experience, interest level, and communication skills of the

SRO must be of a high caliber so that the SRO can effectively and accurately provide resource teaching services.

- (4) The SRO must have the desire and ability to work cooperatively with the principal and other building administrative staff and employees.
 - (5) The SRO must be a state certified law enforcement officer.
- (C) Regular School Duty. The SRO must be available for regular school duty on a full-time basis of eight (8) hours on those days and during those hours that school is in session and as mutually agreed to by the Chief of Police and the District. This assignment does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined to exist by the Chief of Police or designee. The SRO must be available on a first call basis and/or for other needs as determined by the Chief of Police.
- (D) Duties of SRO. While on duty, the SRO shall perform the following duties:
- (1) Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics mutually agreed to by the Chief of Police or designee and principal or designee.
 - (2) Act as a resource person in the area of law enforcement education.
 - (3) Conduct criminal investigations of violations of the law on school district property or property immediately surrounding the school district property as assigned by Police Department.
 - (4) Provide law enforcement input into school-based security, including teaching of school district security personnel. Review fencing and security systems and make recommendations to appropriate District staff.
 - (5) Assist the District in maintaining the peace on school district property.
 - (6) Make arrests and referrals of criminal law violators.
 - (7) Provide police counseling to students when requested by the principal or designee and student and mutually agreed to by all parties.
 - (8) Secure, handle and preserve evidence.
 - (9) Recover school district property through working with other police agencies.

- (10) Make referrals to social agencies as appropriate.
 - (11) Wear official police uniform which shall be provided at the expense of the City; however, civilian attire may be worn on such occasions as may be mutually agreed upon by the principal and police command.
 - (12) Perform such other duties as mutually agreed upon by the principal and Chief of Police or designee, so long as the performance of such duties is legitimately and reasonably related to the SRO program as described in this agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the Police Department and the Lake Washington School District.
 - (13) Follow and conform to all school district policies and procedures that do not conflict with the policies and procedures of the Police Department.
 - (14) Follow all state and federal laws.
 - (15) Maintain a "quarterly activities report" or such other report regarding SRO activities as may be required by the District and the City.
 - (16) Coordinate with other Police Department Youth Service Providers (Police Partners, Community Resources, etc.) to ensure consistency and continuity of all services.
 - (17) Attend all Police Department mandated training as required to maintain law enforcement qualifications and certifications.
- (E) Compliance with RCW 28A.320.124. The SRO understands, and agrees to, the following:
- (1) The SRO must provide documentation that the SRO has received training in compliance with RCW 28A.320124, including:
 - (a) Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
 - (b) Child and adolescent development;
 - (c) Trauma-informed approaches to working with youth;
 - (d) Recognizing and responding to youth mental health issues;
 - (e) Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
 - (f) Collateral consequences of arrest, referral for prosecution, and court involvement;

(g) Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;

(h) Local and national disparities in the use of force and arrests of children;

(i) De-escalation techniques when working with youth or groups of youth;

(j) State law regarding restraint and isolation in schools, including RCW 28A.600.485;

(k) Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, immigrants, females, and nonbinary students;

(l) The federal family educational rights and privacy act requirements including limits on access to and dissemination of student records for noneducational purposes. (FERPA; 20 U.S.C. Sec 1232(g);

(m) Restorative justice principles and practices.

(2) The SRO is not to become involved in any formal student discipline situations that are the responsibility of the school administrators;

(3) The SRO acknowledges the role of an SRO as a teacher, informal counselor, and law enforcement officer;

(4) The SRO recognizes that a trained SRO knows when to informally interact with students to reinforce school rules and when to enforce the law;

(5) The SRO will provide data regarding calls for law enforcement service and the outcome of each call, including student arrest and referral for prosecution, disaggregated by school and offense type, race, gender, age, and students who have an IEP or 504 plan.

(F) Support Services to be provided by Police Department. The Police Department and the SRO will supply the following services:

(1) To receive and dispatch via telephone, walk-in, radio, district radio frequency, and/or pager.

(2) Maintain and file uniform crime reporting (UCR) records according to law.

- (3) Process all police reports.
 - (4) Provide coordination, development, implementation, and evaluation of security programs in the school assigned.
 - (5) Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this agreement shall be borne by the City.
 - (6) Maintain copies of reports generated by officers in compliance with state and federal law.
 - (7) Coordinate with school administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses.
 - (8) Make presentations to civic groups when authorized by the SRO's supervisor.
 - (9) Maintain criminal justice standards as required by law.
 - (10) Coordinate and participate with the school safety committee.
 - (11) Coordinate crime prevention activities at the assigned school locations.
 - (12) Provide security training for selected District Personnel.
- (G) No Special Duty. The parties do not intend to create any "special relationship" or "special duty" by entering into this agreement. The City of Redmond expressly disclaims any guarantee as to the safety or security of persons or property at the District's schools and makes no representations or warranties as to such safety or security by entering into this agreement. Specifically, the parties understand and agree that the City of Redmond has no greater duty with regard to the safety and security of persons or property at the District's schools than it does with regard to the general public in providing law enforcement services throughout the City. The provisions of this agreement are for the benefit of the City and the District only, and do not create any rights of or duties to third parties.

ARTICLE III

The parties agree the responsibility for an administration of student discipline shall be the duty of the District and the SRO shall not be involved in formal school discipline.. If families have a complaint related to school resource officers, they should use the

grievance process of the District for the investigation and response to such complaints.

ARTICLE IV

The SRO shall be an employee of the City and not an employee of the District when performing the duties of the SRO under this Agreement. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel.

This agreement does not prevent the District from hiring an individual serving as an SRO to perform duties that are not the duties of the SRO set forth in this agreement, e.g., the employment of an individual who also serves as an SRO to coach athletics, drive a school bus, or otherwise serve the District in a capacity other than that of an SRO. Such employment shall be completely separate from and not controlled by this agreement. If the District chooses to employ an individual serving as an SRO to perform duties that are not duties of the SRO under this agreement, the individual shall at all times during such employment be solely an employee of the District and not an employee of the City. During such employment, the District shall be solely responsible for the compensation, training, discipline, and dismissal of such individual and solely responsible for the individual's acts, errors, or omissions in performing the duties of such employment.

ARTICLE V

In consideration of the services provided herein, the District shall pay a prorated annual sum of \$ 74,000.00 to the City of Redmond. On or before June 30, 2021, the City of Redmond will bill the Lake Washington School District the prorated amount of \$74,000.00. No other consideration will be required during the term of this agreement for in-school services called for herein.

ARTICLE VI

The parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the Chief of Police or designee. The designated representatives will meet at least annually, or as needed, to resolve potential conflicts.

ARTICLE VII

Changes in the terms of this agreement may be accomplished only by a formal amendment in writing approved by the City and the District.

ARTICLE VIII

To dismiss an SRO from the duties described in this agreement, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the

parties to resolve a change in the SRO, the SRO shall be replaced as soon as possible depending upon the training needs and availability of a replacement.

ARTICLE IX

The term of this agreement shall commence September 1, 2021, and end on June 30, 2021. The District shall receive the SRO services described in Article II for the full term of this agreement.

ARTICLE X

Notwithstanding this agreement, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this agreement.

ARTICLE XI

The District shall provide the SRO, in each school to which the SRO is assigned, the following materials and facilities necessary to perform the duties by the SRO, enumerated herein:

- (1) Access to a private office which is properly lighted, with a dedicated telephone to be used for general business purposes.
- (2) Location for files and records which can be properly locked and secured.
- (3) A desk with drawers, a chair, a working table, a filing cabinet, and necessary office supplies.
- (4) A computer will be supplied to the SRO officer.

ARTICLE XII

The City and District will collaborate on identifying and accessing funding sources for the SRO program that include, but are not limited to, state and federal grants.

ARTICLE XIII

INDEMNIFICATION. The City shall indemnify and hold harmless the School District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act of omission of the City, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the

School District, the City shall defend the same at its sole cost and expense; provided, that the School District reserves the right to participate in such suit if any principle of government or public laws is at issue. If final judgment be rendered against the School District and its officers, agents and employees, or any of them, or jointly against the School District and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

In executing this Agreement, the City does not assume liability or responsibility for or in any way release the school District from any liability or responsibility which arises in whole or in part from the existence or effect of School District policies, procedures, rules or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such School District policy, procedure, rule or regulation is principally at issue, the School District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the School District, the City or both, the School District shall satisfy the same, including all chargeable costs and attorney's fees.

The School District shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents and employees, any of them, in the performance of this Agreement. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the School District shall defend the same at the sole costs and expense; provided that the City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment be rendered against the City and the School District and their perspective officers, agents and employees, or any of them, the School District shall satisfy the same.

ARTICLE XIV

TERMINATION. This agreement may be terminated by either party upon thirty (30) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this agreement through no fault of the party initiating termination. In the event this agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The District will be entitled to a prorated refund in accordance with the formula contained in Article IX for each day that the SRO services are not provided because of termination of this agreement.

Wendy Kessler
Purchasing Manager
Lake Washington School District
(425) 936-1423

Date _____

Name
Mayor or Other Title
City of _____
Phone Number

Date _____

3/25/21



Memorandum

Date: 6/15/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-265

Type: Committee Memo

TO: Committee of the Whole - Public Safety

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

Police	Brian Coats	Captain
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TITLE:

Approve Funding for Implementation of Body-Worn Camera and In-Car Camera Systems and Approval of a Contract Addendum with Axon Enterprise, Inc.

OVERVIEW STATEMENT:

The Police Department does not currently utilize body-worn or in-car cameras. The department intends to equip all uniformed personnel with body-worn cameras and all police vehicles with in-car cameras. The overarching goal is to remain transparent and accountable.

The purpose of cameras is to capture police-community member interactions, and the footage captured can be an invaluable tool for officers, prosecutors, and others in processing evidence and in the ability to provide a level of transparency with outside parties that was previously unachievable.

The department currently utilizes Axon products, including Taser less-lethal devices, and Evidence.com (cloud storage for all digital evidence) systems. Axon body and in-car cameras will integrate with other systems to ensure proper storage, retention, and public disclosure of video. The police department will be bringing forth an additional contract with Axon for BWC equipment and on-going operation and management of the product.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

The Police Department has drafted relevant policy that is currently in review by the union for the use of body-worn and in-car systems.

- **Required:**

RCW 9.73 "Privacy, Violating Right Of"
RCW 10.109 "Use of Body-Worn Cameras"
RCW 42.56 "Public Records Act"

- **Council Request:**

Enter the meeting and date when Council requested this information.

- **Other Key Facts:**

N/A

OUTCOMES:

Body-worn cameras can help improve the high-quality public service expected of Redmond police officers and promote the perceived legitimacy and sense of procedural justice communities have about their police departments. Studies have shown the presence of cameras often improves the performance of officers as well as the conduct of community members who are recorded. When officers or community members break the law or behave badly, body-worn cameras can create a public record that allows the community to see what really happened.

Agencies who have experience with a body-worn camera program have seen a reduction in citizen complaints and use of force incidents. Studies have shown that BWC's encourage improved behavior from both community members and officers. The ability to have interactions recorded holds officers accountable for their behavior and encourages professionalism in their actions. Additionally, BWC's have been credited with improving officer safety, increasing evidence quality, reducing civilian complaints, and reducing agency liability.

In addition to providing transparency and accountability, cameras are used as an educational and investigative tool; they allow officers to review, articulate, and demonstrate evidence that officers would otherwise be without. Cameras can also be beneficial to departmental evaluation of training and policy.

Officers will generally be required to inform subjects when they are being recorded and obtain consent when required. The exception being if giving the advisement is unsafe, impractical, or impossible. With respect to privacy, the policy will address when officers will be required to activate cameras, when they will have the ability to exercise discretion, how long the recorded data is retained, who has access to the footage, who owns the recorded data, and procedure for handling internal and external requests for disclosure.

References:

IACP. (2021). "Perspectives on Body-Worn Cameras." <https://www.theiacp.org/perspectives-on-body-worn-cameras>

Eugene Ramirez, M&K ERT. (2013). "A Report on Body Worn Cameras." https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/14-005_report_body_worn_cameras.pdf

ACLU. (2020). "A Model Act for Regulating the Use of Body Worn Cameras by Law enforcement." <https://www.aclu.org/other/model-act-regulating-use-wearable-body-cameras-law-enforcement>

HB 1223 (Effective July, 2021) Uniform Electronic Recordation of Custodial Interrogations: <http://lawfilesexxt.leg.wa.gov/biennium/2021-22/Pdf/Bills/House%20Bills/1223.pdf?q=20210602094055>

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

N/A

- **Outreach Methods and Results:**

The department and City have engaged in several outreach methods. Beginning with community interest groups, the department has received positive support for camera systems, especially body-worn cameras, from community members attending the spring 2021 Community Police Academy, community representatives from the Independent Force Investigation Team, and from members of the Police Community Equity Action Team.

On May 10, Communications sent out a one question 'Lets Connect <<https://www.letsconnectredmond.com/rpd>> poll via enews and social media platforms asking if the community is in favor of the City investing in and officers using body-worn and in-car cameras. As of May 19, prior to the poll being compromised and taken down, 1,371 people responded with 94% in favor and 6% opposed.

On May 20, KING 5 and KOMO 4 news ran stories on body-worn cameras. The City of Redmond was mentioned in those stories, and this likely generated additional feedback from the community. On May 26, Chief Lowe was also featured on the Jason Rantz Show on AM 770.

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

The police department is requesting Council appropriation of 3.9 million dollars to fund a body-worn and in-car camera system program. We are exploring options for funding this program. The ongoing funding of this program beyond the first five years will be included in the refresh of the public safety levy expected to go to the voters in November 2022.

Staffing for implementation of the program would include a sergeant and support services staff, who would be onboarded during the 4th quarter of 2021. An IT and paralegal will be onboarded in the 1st quarter of 2022 and a deputy prosecuting attorney will come on board the 1st quarter of 2023.

Following is a breakdown of the early estimated costs to support this program

2021 estimated costs:

- Equipment = \$314,000
- Staff = \$61,000 (1 Sergeant and 1 Support Services Specialist beginning in Q4)

On-going estimated annual costs (2022 through 2025):

- Equipment Operations and Maintenance = \$141,000
- Staff = \$700,000 (includes 1 Sergeant, 1 Support Services, 1 TIS staff, 1 paralegal and 1 deputy prosecuting attorney starting 2023)

Attachment B contains estimated costs of the equipment, technical support and maintenance and operation from Axon Enterprise, Inc. for the program.

Additionally, it is anticipated Federal grant funds will become available during the initial five-year period. If awarded, the City will apply for funding to off-set applicable costs. State grant funds may also become available.

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:
Funding for this program is not included in the current biennium budget.

☐ 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
7/13/2021	Study Session	Provide Direction

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:

The community has expressed support for the police department to implement body-worn cameras. If this request is not approved, the community expectations for increased police transparency will not be met.

ATTACHMENTS:

Attachment A: Draft Body-Worn Camera Department Policy
Attachment B: Axon Enterprise, Inc. Estimated Body-Worn and In-Car Camera Costs

Redmond Police Department
Redmond PD WA Policy Manual

DASHBOARD AND BODY-WORN CAMERAS

422.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of body-worn cameras by members of the Redmond Police Department while in the performance of their duties (RCW 10.109.010). This policy does not apply to the interception of conversations for lawfully authorized investigative purposes under RCW 9.73.210 and RCW 9.73.230.

Body worn camera systems will be used to enhance officer safety and are not intended to replace effective first-level supervisory practices. Body camera and dashboard camera use shall be in accordance with applicable law. In the event of future changes to applicable law, this policy may be reviewed and revised following standard department procedure.

422.1.1 DEFINITIONS

Body-worn video camera (BWC) - System that captures audio and video signals that is capable of being worn on a member's person which includes at minimum, a camera, microphone, recorder and monitor.

Dashboard Camera (Dash Cam) - A system mounted within a patrol vehicle that captures audio and video signals. This may include video and audio from ahead, behind, or within the passenger compartment of the vehicle.

422.2 OBJECTIVES OF BODY WORN VIDEO

The following provisions are intended to provide members with instructions on when and how to use BWC to ensure reliable recording of enforcement and investigative contacts with the public. "Members," as referenced below, includes all sworn personnel. The Department has adopted the use of BWC by uniformed personnel to:

- (a) Collect evidence for use in criminal investigations and prosecutions.
- (b) Deter criminal activity and uncooperative behavior during police-public interactions.
- (c) Assist members with completing reports and providing testimony in court.
- (d) Promote accountability.
- (e) Assist in resolving complaints against members including false allegations by members of the public; and,
- (f) Provide additional information for member evaluation, training, and continuous improvement.

Body Worn Video provides additional information regarding an investigative or enforcement contact with a member of the public. Body Worn Video recordings, however, provide a limited perspective of the encounter and must be considered with all other available evidence, such as witness statements, member interviews, forensic analyses and documentary evidence, when evaluating the appropriateness of a member's actions.

422.3 POLICY

The Redmond Police Department provides members with access to body-worn video cameras for use during the performance of their duties. All who are provided with a BWC by the department shall use and wear it consistent with this policy. Members are prohibited from using privately-owned BWCs while on duty. This policy is intended to fulfill the department's mission more effectively and to ensure these systems are used properly, safely, securely, and efficiently.

422.4 MEMBER PRIVACY EXPECTATION

All recordings made by members on any department-issued device at any time, and any recording made while acting in an official capacity of the department, regardless of ownership of the device it was made on, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

422.5 GENERAL OPERATING PROCEDURES

Prior to going into service, each uniformed member will be responsible for making sure that they are equipped with a BWC issued by the Department, and that the recorder is in good working order. If the recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to their supervisor and obtain a functioning device as soon as reasonably practicable. Members are responsible to ensure the BWC remains charged and operational during their entire shift. Members will wear the BWC securely on their outer uniform positioned to capture interactions from a forward-facing direction.

The member shall orally inform any person being recorded that an audio and video recording is being made and shall make the attempt to ensure said advisement is recorded. Members conducting traffic stops while equipped with a BWC shall notify the occupants that there is an audio and video recording occurring. Members shall make a reasonable effort to ensure that non-English speaking persons, those with limited English proficiency, or hearing-impaired persons understand that they are being recorded.

A member may encounter a situation in public that is rapidly evolving, dynamic, and involving a group of persons. In these situations, it may not be feasible to advise all parties present that they are being audio and video recorded because of the dynamic environment. In a group, public setting, where the law recognizes minimal expectation of privacy, the member should advise the primary contact and all other parties as time and circumstances allow.

Any member assigned to a non-uniformed position may carry a BWC at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever

reasonably practicable.

Video will be automatically uploaded from the patrol car to the video storage system. Members shall ensure video from a BWC is uploaded regularly by inserting the BWC into the in-car docking station. Members shall classify each video in the manner prescribed during their training.

Members shall document the use of BWC during an incident in which they write a police report. If a citation was issued, the proper notation shall be made in the SECTOR citation that the incident was recorded. Members shall also document in a report anytime the recording device malfunctions, or the member deactivated the recording.

422.6 ACTIVATION OF THE BODY-WORN CAMERA

This policy is not intended to describe every possible situation in which the portable recorder should be used, although there are many situations where its use is appropriate. Members are required to activate the recorder on all calls for service and law enforcement encounters and activities. Or, any time the member believes it would be appropriate or valuable to record an incident. When in doubt, members should consider recording.

The BWC shall be activated on any dispatched or self-initiated activity. While not all-inclusive, the following situations require activation of the BWC:

(a) Field contacts involving actual or potential criminal conduct, including:

1. Traffic Stops
2. Priority Responses
3. Vehicle Pursuits
4. Suspicious vehicles and suspicious persons
5. Arrests
6. Vehicle searches
7. Physical or verbal confrontations or use of force
8. DUI investigations, including sobriety tests
9. Crimes in progress
10. Responses to an in-progress call
11. Domestic violence calls
12. Offenses involving weapons

(b) Self-initiated activity in which the member believes there may be evidentiary value in activating the BWC.

(c) Any contact that becomes adversarial after the initial contact in a situation that would

otherwise not be recorded; and

(d) Any other circumstance that the member reasonably believes that a recording of a contact or event would be appropriate

At no time is a member expected to jeopardize his or her safety in order to activate a BWC. The BWC should be activated in required situations as soon as practicable.

The dash camera is designed to turn on automatically whenever the emergency lights are activated to the second (emergency lights) position on the emergency equipment controller or when the remote microphone is activated. No adjustment of this setting is permitted.

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

No member of this department may record a face-to-face conversation without first announcing to everyone present that the conversation is going to be recorded and ensuring the announcement is recorded except pursuant to a warrant, or when the communication is of an emergency nature or relates to communications by a hostage holder or barricaded suspect (RCW 9.73.030).

Members recording law enforcement activity who inadvertently turn off their BWC shall not be subject to discipline, unless the member has been previously counseled for turning off or failing to activate their BWC.

422.7 RECORDING SUSPECT AFTER ARREST

Consistent with RCW 9.73.090, before a member records an arrested suspect with a BWC, the member shall

- (a) Inform the suspect that they are being recorded.
- (b) State the time the recording begins and ends.
- (c) Record the reading of the Miranda warnings

422.8 DEACTIVATING THE BWC DURING AN INCIDENT

Consistent with this policy, once started, BWC recordings should continue without interruption until the contact ends. However, members may de-activate or turn off the BWC during an incident in the following circumstances:

- (a) Members have the discretion to keep their cameras turned off during conversations with crime witnesses and members of the community who wish to report or discuss criminal activity in their neighborhood,
- (b) Members have the discretion to keep their cameras turned off in situations involving rape, abuse, nudity, or other sensitive matters. Members should consider the evidentiary value of recording and the willingness of the victim to speak on camera.

- (c) Consistent with this policy, members may deactivate the BWC during an incident when exchanging information with other members or when engaged in an operational or tactical discussion with other members. If the BWC is de-activated during a contact to exchange information or discuss operation details with another member, the member shall state the reason the BWC is being turned off and the member should promptly re-activate the BWC before resuming duties related to the incident.

Anytime a member turns off the camera prior to the conclusion of an interaction or contact, the member shall document the reason for turning the BWC off on camera and in his or her police report.

422.9 RECORDING IN A PRIVATE RESIDENCE AND RESPONDING TO CIRCUMSTANCES WHERE A PERSON IS OR MAY BE UNWILLING TO COMMUNICATE WHILE BEING RECORDED

It is permissible to record in a private residence and, absent exigent circumstances or when a contact becomes adversarial, members shall verbally inform any person being recorded that a recording is being made and shall ensure said advisement is recorded.

Personnel should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect the privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Recording should resume when privacy is no longer an issue unless the circumstances no longer fit the criteria for recording.

If a victim or witness requests that their identity and/or communications remain confidential for public records purposes, the officer shall reflect this in their general report. There is no guarantee that these recordings will be exempt from disclosure, but these criteria will be evaluated at the time a public records request may be received.

If a citizen objects to being recorded, the member may elect to record the encounter despite the objection. Since conversations with police officers are not considered private under Washington law, there is no requirement that an officer turn off the camera for a citizen who objects to having the interaction recorded.

422.10 RECORDING IN A MEDICAL FACILITY

Whenever practical, recording in a medical facility shall consist only of those persons pertinent to the investigation. It is highly recommended that victim interviews be conducted in an area where personal privacy can be protected and, if appropriate, should have a victim advocate present.

422.11 CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the member reasonably believes that his/her direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

422.12 SURREPTITIOUS USE OF THE AUDIO/VIDEO RECORDER

Washington law prohibits any individual from surreptitiously or secretly recording any

conversation, except as provided in RCW 9.73.040, RCW 9.73.090 and RCW 9.73.210.

422.13 REVIEW OF BWC RECORDINGS

All recording media, recorded images and audio recordings are the property of the Redmond Police Department. Dissemination outside the agency is strictly prohibited, except to the extent permitted or required by law.

Agency personnel shall not access recorded data for personal use. Agency personnel shall not upload recorded data onto public and social media websites without expressed permission from the Chief of Police or unless that data was obtained by other legal means, such as Public Disclosure Request.

BWC recordings will not be routinely or randomly reviewed to monitor member performance. A supervisor may conduct a review of a specific incident when there is an articulable reason justifying such review. Articulable reasons for reviewing a specific incident include but are not limited to:

- (a) capturing specific evidence for use in a criminal prosecution,
- (b) a civil claim has been filed or threatened against the City involving the incident,
- (c) a citizen complaint has been made against a member regarding the incident,
- (d) the incident included use of force,
- (e) the incident included a vehicle pursuit,
- (f) the incident included a vehicle collision,
- (g) the incident involved serious injury or death; or
- (h) with the involved member present to address a training or coaching issue in a private setting (such as Field Training or recurring performance issue). Supervisors shall not routinely or randomly review videos to find training or coaching issues.

Recordings may also be viewed in any of the following situations:

- (a) To assess properly functioning BWC systems when there is reason to believe that the system is not functioning properly.
- (b) By a department investigator who is participating in an official investigation, such as a personnel complaint or a criminal investigation.
- (c) By a member who is captured on or referenced in the video or audio data and reviews and uses such data for any purposes relating to his or her employment.
- (d) To assess possible training value at the suggestion of the involved member and approved by the Chief of Police or designee.
- (e) Recordings may be shown for training purposes. If an involved member objects to showing a recording, his or her objection shall be submitted to the Chief of Police or designee to determine if the training value outweighs the member's objection.
- (f) By an employee's legal representative and/ or bargaining unit representative who is involved in representing the employee in an official investigation, such as a personnel complaint or a criminal investigation.
- (g) By the City Attorney's Office or other legal representative of the City consistent with the

articulable reasons above.

- (h) As part of any Public Disclosure Request; or,
- (i) In connection with any incident that garners unusual media or citizen inquiry consistent with the articulable reasons above.

Members are permitted to review their BWC or In-Car camera recording prior to writing reports but when preparing written reports, members should only review their recordings as a resource. Members should not use the fact that a recording was made as a reason to write a less detailed report.

In situations where an member has not reviewed relevant BWC video prior to preparing a written report, providing a statement, or answering questions as part of a formal interview, or informal questioning; the Department recognizes that in those situations, the potential for accuracy may be diminished. As such, a member may not receive any discipline based solely upon a difference between the member's report and the video evidence.

In no event shall a recording be used or shown for the purpose of ridiculing or embarrassing an officer or Department employee.

Recordings will be provided to the City and County prosecutor's office when requested as part of discovery for a criminal or civil case.

An electronic log of all times a recording is viewed or transmitted shall be maintained and will be accessible to the exclusive bargaining representative of represented members. The log will include the date, time, and reviewer.

422.14 ACTIVATION OF LIVE VIEW

The BWC has a feature enabling authorized personnel to activate the camera system remotely. The use of the "live view" feature can be activated by another department member when there is an extreme emergency involving the member and where the use of this feature is beneficial in locating or providing aid to the member. "Live View" may also be activated during responses to extremely serious situations such as mass casualty incidents, active shooters, and natural disasters. The use of live view will be included in the electronic log referenced below.

422.15 RETENTION OF RECORDINGS

All recorded imagery will be stored and retained by the Redmond Police Department in accordance with the law and destroyed at the conclusion of any retention period required by law. The retention may be extended at the request of a member or supervisor and should be extended if the recorded contact constitutes evidence in a criminal case or that the recorded contact may be beneficial in a noncriminal matter.

Any time a member records a contact that constitutes evidence in a criminal case, the member shall mark the file within the video software program in accordance with Department procedures to ensure the recording is retained for evidentiary purposes, and document the existence of the video their case report.

Any time a member reasonably believes a recorded contact may be beneficial in a non- criminal matter, the member should mark the file in accordance with Department procedures, ensure the

recording is retained, and document the existence in their case report.

Members should upload the files by the end of their shift and any time the storage capacity is nearing its limit. If the upload is going to incur overtime, the officer shall report the issue to their supervisor.

422.16 RETENTION PARAMETERS

All recordings shall be retained for a period consistent with the requirements of the State's records retention schedule.

- (a) Videos related to internal investigations shall be transferred to a format compatible with Blue Team and made part of the file. The videos will be retained in accordance with the Washington State Records Retention Schedule.
- (b) Records labelled as evidentiary shall be retained on the secure video server in compliance with state law and until all trial and appellate litigation has been completed.
- (c) Videos labeled as non-evidentiary shall be retained on the secure video server for 60 days and thereafter may be destroyed in accordance with the applicable records retention schedule (RCW 42.56.240)
- (d) Videos redacted for a public disclosure request shall be retained for 24 months after the request and then deleted.
- (e) In the event of an accidental activate of the BWC where the resulting recording is of no perceived investigative or evidentiary value, the recording member may request that the BWC video in question be deleted by submitting a written request to the Administrative Captain

422.17 IDENTIFICATION AND PRESERVATION OF RECORDINGS

To assist with identifying and preserving data and recordings, members should download, tag or mark these in accordance with procedure and document the existence of the recording in any related case report.

A member should transfer, tag or mark recordings when the member reasonably believes:

- (a) The recording contains evidence relevant to potential criminal, civil or administrative matters.
- (b) A complainant, victim or witness has requested non-disclosure.
- (c) A complainant, victim or witness has not requested non-disclosure, but the disclosure of the recording may endanger the person.
- (d) Disclosure may be an unreasonable violation of someone's privacy.
- (e) Medical or mental health information is contained.
- (f) Disclosure may compromise an undercover member or confidential informant.

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

421.18 PUBLIC DISCLOSURE AND REDACTION OF BWC RECORDINGS

Public disclosure of BWC recordings, including the redaction of video prior to release is governed by the Public Records Act, Chapter 42.56 RCW. The Public Records Program Coordinator will ensure that a copy of the recording is made and delivered in accordance with a lawful request.

422.19 RECORDING SECURITY

Recordings made by members shall be stored and secured on a city owned server maintained by the city's IT department or with a contractor capable of providing secured cloud or off-site storage. Recordings will only be accessible by those members with access rights or others granted limited or specific access rights.

Officers shall not copy, edit, alter, erase, or otherwise modify in any manner BWC recordings except as authorized by law or Department policy. Any violation of this provision is considered serious misconduct and subject to disciplinary action.

422.20 TRAINING

The Training Sergeant should ensure that those members issued a portable recorder receive initial training upon issue and periodic training thereafter (RCW 10.109.010).

422.21 COORDINATOR

The Chief of Police or the authorized designee should appoint a coordinator responsible for (RCW 10.109.010):

- (a) Establishing procedures for the security, storage and maintenance of data and recordings.
- (b) Establishing procedures for transferring, downloading, tagging or marking events.
- (c) Establishing procedures for members communicating to non-English speakers, those with limited English proficiency or those who are deaf or hard of hearing that a portable recorder is being used.
- (d) Establishing procedures for accessing data and recordings.
- (e) Establishing procedures for logging or auditing access.

*****DRAFT*****

Portable Audio/Video Recorders - 347

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DRAFT



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17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-285517-44316.742KP

Issued: 04/30/2021



Quote Expiration: 09/30/2021

Account Number: 306038

Payment Terms: Net 30
Delivery Method: Fedex - Ground

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Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	85	0.00	0.00	0.00
73680	RESPOND DEVICE PLUS LICENSE	60	85	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		85	699.00	699.00	59,415.00
74210	AXON BODY 3 - 8 BAY DOCK		11	1,495.00	1,495.00	16,445.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		85	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		85	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	85	336.00	336.00	28,560.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	11	354.00	354.00	3,894.00
Other						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		11	0.00	0.00	0.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	85	288.00	288.00	24,480.00
73666	RESPOND DEVICE PLUS PAYMENT	12	85	228.00	228.00	19,380.00
73827	AB3 CAMERA TAP WARRANTY	60	85	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73828	AB3 8 BAY DOCK TAP WARRANTY	60	11	0.00	0.00	0.00
					Subtotal	152,174.00
					Estimated Shipping	0.00
					Estimated Tax	12,897.10
					Total	165,071.10

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		2	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		2	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		2	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	2	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	85	336.00	336.00	28,560.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	11	354.00	354.00	3,894.00
Other						
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	85	288.00	288.00	24,480.00
73666	RESPOND DEVICE PLUS PAYMENT	12	85	228.00	228.00	19,380.00
					Subtotal	76,314.00
					Estimated Tax	5,235.23
					Total	81,549.23

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	85	336.00	336.00	28,560.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	11	354.00	354.00	3,894.00
Other						
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	85	288.00	288.00	24,480.00
73666	RESPOND DEVICE PLUS PAYMENT	12	85	228.00	228.00	19,380.00
73309	AXON CAMERA REFRESH ONE		85	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		11	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		2	0.00	0.00	0.00
Subtotal						76,314.00
Estimated Tax						5,235.23
Total						81,549.23

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	85	336.00	336.00	28,560.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	11	354.00	354.00	3,894.00
Other						
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	85	288.00	288.00	24,480.00
73666	RESPOND DEVICE PLUS PAYMENT	12	85	228.00	228.00	19,380.00
Subtotal						76,314.00
Estimated Tax						5,235.23
Total						81,549.23

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	85	336.00	336.00	28,560.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	11	354.00	354.00	3,894.00
Other						
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	85	288.00	288.00	24,480.00
73666	RESPOND DEVICE PLUS PAYMENT	12	85	228.00	228.00	19,380.00
73310	AXON CAMERA REFRESH TWO		85	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		11	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		2	0.00	0.00	0.00
Subtotal						76,314.00
Estimated Tax						5,235.23
Total						81,549.23
Grand Total						491,268.02

Summary of Payments

Payment	Amount (USD)
Year 1	165,071.10
Spares	0.00
Year 2	81,549.23
Year 3	81,549.23
Year 4	81,549.23
Year 5	81,549.23
Grand Total	491,268.02

Tax is subject to change at order processing with valid exemption.

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This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 905-2071

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Comments:		



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17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-285336-44316.744KP

Issued: 04/30/2021



Quote Expiration: 09/30/2021

Account Number: 306038

Payment Terms: Net 30
Delivery Method: Fedex - Ground

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Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	30	1,548.00	1,548.00	46,440.00
Hardware						
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	60	30	0.00	0.00	0.00
71088	AXON FLEET 2 KIT		30	0.00	0.00	0.00
87069	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY	60	30	0.00	0.00	0.00
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)		30	1,509.00	1,509.00	45,270.00
71200	FLEET ROUTER ANTENNA, COMPACT 5-IN-1, BLACK		30	270.00	270.00	8,100.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		30	0.00	0.00	0.00
Other						
87050	FLEET VIEW XL ACCESS LICENSE	60	30	0.00	0.00	0.00
No Custom Triggers	No Custom Triggers (Declined)		30	0.00	0.00	0.00
Services						
74063	STANDARD FLEET INSTALLATION (PER VEHICLE)		30	1,200.00	1,200.00	36,000.00
Subtotal						135,810.00
Estimated Shipping						0.00
Estimated Tax						13,716.81
Total						149,526.81

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87069	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY	54	1	0.00	0.00	0.00
71088	AXON FLEET 2 KIT		1	1,560.00	0.00	0.00
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	30	1,548.00	1,548.00	46,440.00
Subtotal						46,440.00
Estimated Tax						4,690.44
Total						51,130.44

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	30	1,548.00	1,548.00	46,440.00
Subtotal						46,440.00
Estimated Tax						4,690.44
Total						51,130.44

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	30	1,548.00	1,548.00	46,440.00
Subtotal						46,440.00
Estimated Tax						4,690.44
Total						51,130.44

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	30	1,548.00	1,548.00	46,440.00
Other						
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)		30	0.00	0.00	0.00
					Subtotal	46,440.00
					Estimated Tax	4,690.44
					Total	51,130.44
					Grand Total	354,048.57

Discounts (USD)

Quote Expiration: 09/30/2021

List Amount	323,130.00
Discounts	1,560.00
Total	321,570.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	149,526.81
Spares	0.00
Year 2	51,130.44
Year 3	51,130.44
Year 4	51,130.44
Year 5	51,130.44
Grand Total	354,048.57

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform





This document details a proposed system design

Agency Created For: Redmond Police Dept. - WA

Quote: Q-285336-44316.744KP

Sold By:	Kyle Panasewicz
Designed By:	Jake Borro
Installed By:	Axon
Target Install Date:	

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	Redmond Police Dept. - WA
<div> <div> Total Configured Vehicles <ul style="list-style-type: none"> 30 Total Vehicles with this Configuration </div> <div> Video Capture Sources <ul style="list-style-type: none"> 60 Total Cameras Deployed 1 Axon Signal Unit(s) Per Vehicle </div> <div> Mobile Data Terminal Per Vehicle <ul style="list-style-type: none"> 1 Located In Each Vehicle </div> <div> Mobile Router Per Vehicle <ul style="list-style-type: none"> 1 Cradlepoint IBR900-1200 </div> <div> Offload Mechanism <ul style="list-style-type: none"> 4G LTE Cellular </div> <div> Evidence Management System <ul style="list-style-type: none"> Evidence.com </div> </div> <div>  Axon Camera  Signal Unit  In-Car Router  Battery Box </div>	

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint IBR900-1200 router will be installed in each vehicle
Axon Battery Boxes	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
Signal Activation Methods	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
Mobile Data Terminal Requirements	Operating System: Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates Hard Drive: Must have 25GB+ of free disk space RAM/Memory: Windows 7 - 4GB or greater Windows 10 - 8GB or greater Ethernet Port: The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. Wi-Fi Card: The system requires an 802.11n compatible Wi-Fi card using 5Ghz band. USB Ports: If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.	

Additional Considerations	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
Hardware Provisioning	Axon will provide the following router for all vehicles:	Cradlepoint IBR900-1200
	The customer will provide a MDT for each vehicle	

In-Car Network Considerations

Network Requirements	Cradlepoint IBR900-1200 will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.			
Network Addressing	IP Addressing		Total IPs Required	
	Axon Fleet Cameras	60	120	
	Mobile Data Terminal	30		
	Cradlepoint IBR900-1200	30		
Hardware Provisioning	Customer to provide all IP addressing and applicable network information			

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
Vehicle Installation	<p>Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> ○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. ○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.
Custom Trigger Installation	Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.
Training	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL.</p> <p>End-user go-live training and support is not included in the installation fee scope.</p>

4G / Cellular Offload Considerations

Network Considerations	The Cradlepoint IBR900-1200 will be the connection which allows 4G upload of recorded video
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.
	The MDT's 4G connection will facilitate the upload of recorded video content.
Hardware Provisioning	The customer will provide all 4G sim cards as required by their mobile provider.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 905-2071

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	



Memorandum

Date: 6/15/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-205

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	Todd Short	Acting Deputy Chief
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TITLE:

Code Proposal for Non-Conforming Fire Damaged Structures and Adult Family Homes

OVERVIEW STATEMENT:

Additional code language to require fire sprinklers in fire damaged structures and high-risk occupancies.

☒ **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:**
Public Safety Committee of the Whole, May 18, 2021. Council Members requested additional information on this issue.
- **Other Key Facts:**
Recent fire event at Sixty-01 condominiums and recent awareness of neighboring jurisdiction code language on Adult Family Homes.

OUTCOMES:

The additional requirements to provide fire sprinklers in nonconforming fire damaged residential structures will increase fire and life safety in structures impacted by fire damage. Rebuilding with fire sprinklers will bring the damaged units

into compliance with the current fire code thus eliminating the nonconforming status. Life safety increases and future devastation from fire damage is prevented or at a minimum mitigated. Sustainability increases with fire damage mitigation and fire responses are achieved with much less staffing, water, and time on scene.

Adult family homes provide care for up to six people within a one- or two-family home. The structure if built after 2007 will have fire sprinklers installed and this provides a significant benefit to those that utilize these care facilities. The code proposal addresses fire and life safety for all new applications of adult family homes by requiring the structure to have residential fire sprinklers installed. The code proposal is not impacting existing adult family home facilities.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Direct contact with owners and management companies that currently own or manage multi-family structures that do not have fire sprinklers installed. Contact with BOMA, Master Builders, and OneRedmond is underway to schedule informational meetings if desired.
- **Outreach Methods and Results:**
Direct contact to property owners/managers. Offering Teams or in person meetings to members of associations.
- **Feedback Summary:**
Building owners report to date that 100% have ordinance and law insurance that would cover the fire sprinkler mandate. Generally, the owners and managers understand the benefit of rebuilding with fire sprinklers and are supportive. Some concerns have been expressed about having ongoing maintenance costs of the fire sprinkler system.

BUDGET IMPACT:

Total Cost:

No impact to City budget.

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
5/18/2021	Committee of the Whole - Public Safety	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/20/2021	Committee of the Whole - Public Safety	Provide Direction

Time Constraints:

None

ANTICIPATED RESULT IF NOT APPROVED:

Continued inability to fire sprinkler damaged units when fire incidents occur. Continued fire and life safety risk for new applications for adult family homes that do not have fire sprinklers installed.

ATTACHMENTS:

Attachment A Non-Conforming Structure Code - Proposed Amendment
Attachment B Chapter 15.06 RMC - Proposed Amendment Language

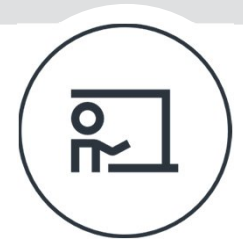


Update on Proposed Amendment for Non-Conforming Structures

June 15, 2021

Todd Short, Acting Deputy Chief





Purpose

Provide update on questions asked about the following:

Fire-Damaged Structures

- Does the code proposal achieve the desired result?
 - Review recent fire events to understand impacts
- What are the costs for installation?

Adult Family Homes

- Recent number of applications for new adult family homes
- Are fire extinguishers required?

Impact – Fire Incident #1



- Structure Fire at Fireside Apartments
- 4 fire areas, 4 units each
- 5 out of 8 units in 2 fire areas displaced
- Fire area would get sprinklers



Impact – Fire Incident #2



- Structure Fire at Sixty-01
- 5 fire areas, 4 units each
- 5 out of 8 units in 2 fire areas were displaced
- Fire area would get sprinklers



Impact – Fire Incident #3



- Structure Fire at Toketi Condominiums
- 2 fire areas
- 8 units in 2 fire areas were displaced
- Fire area would get sprinklers



Impact – Fire Incident #4



- Structure Fire at Marymoor Heights
- 4 fire areas
- 2 of 3 units in 1 fire area were displaced
- Fire area would get sprinklers



Impact – Fire Incident #5



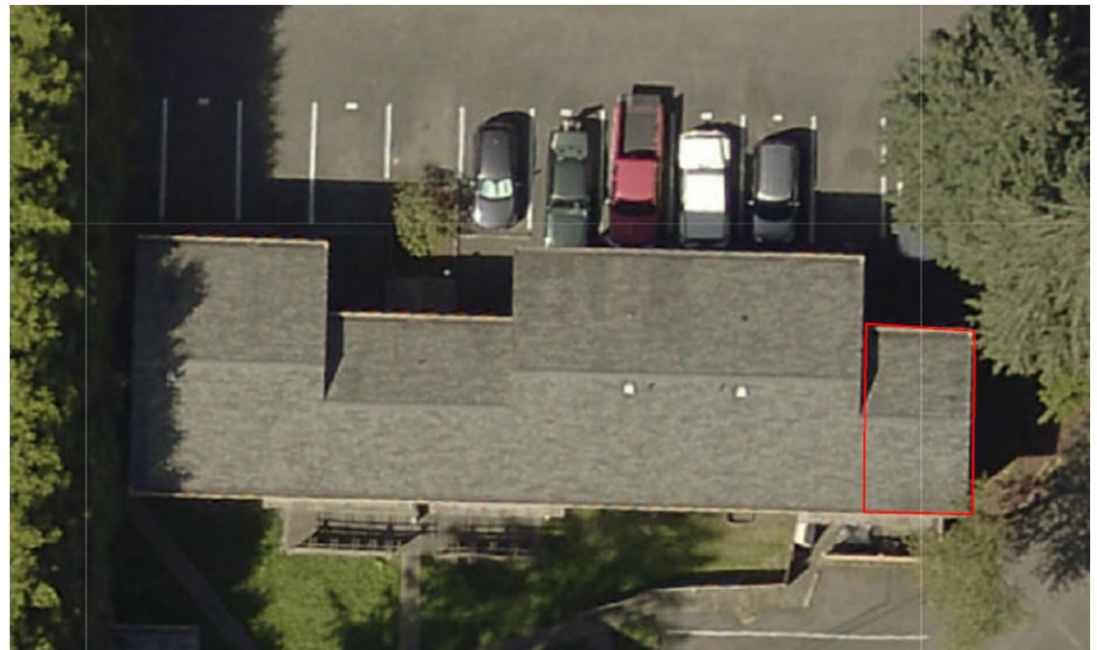
- Structure Fire at Sixty-01
- 1 fire area
- 3 units were displaced
- Fire area would not get sprinklers



Impact – Fire Incident #6



- Structure Fire at Tall Firs Apartments
- 1 fire area
- Kitchen fire in 1 unit
- Fire area would not get sprinklers



Code Language Proposal for Fire Damaged Structures



- RMC 15.06.024

- Reduce **60%** to **50%** of assessed value in fire damage to require fire sprinklers
- **Adding a requirement** based upon the number of multi-family units that have displaced occupants (50% or more)
- Utilize the concept of **fire area** in fire damaged non-conforming code
 - **FIRE AREA.** The aggregate floor area enclosed and bounded by *fire walls, fire barriers, exterior walls or horizontal assemblies* of a building. Areas of the building not provided with surrounding walls shall be included in the fire area if such areas are included within the horizontal projection of the roof or floor next above. (2018 IFC)

Code Proposal - Adult Family Home



- Recent number of applications for new adult family homes
 - 2020: 0 new applications
 - 2021 to date: 1 new application
 - Total of 22 adult family homes in the City of Redmond
- Are fire extinguishers required?
 - Yes.

Thank You

Any Questions?



15.06.024 Nonconforming structures.

Nonconforming structures shall comply with the following:

A. A nonconforming structure may not be expanded or altered in any way so as to increase that nonconformity.

B. When a nonconforming structure has been destroyed, damaged, or incurred a loss equal to or greater than ~~60~~ 50 percent of its assessed value or equal to or greater than 50% of multi-family residential units have displaced occupants it shall comply with the requirements of RMC [15.06.015](#) and [15.06.016](#).

C. Where structures have separate fire areas, either by definition or by geographic configuration as determined by the fire code official, the percentage of damage or unit count may be figured based upon the assessed valuation, or number of units, contained within a fire area. Requirements of RMC 15.06.015 and 15.06.016 shall apply to the fire area only, except that the design and installation of any system shall accommodate future extension in other areas of the structure.

~~C.D.~~ A nonconforming structure shall be brought into full compliance with RMC Chapter [15.06](#), the Redmond Fire Code, when alteration or expansion of the structure takes place and the following takes place within any three-year period:

1. The gross floor area of the structure is increased by 100 percent or more; or
2. The costs stated on all approved building permit applications for the structure equal or exceed the value of the existing structure at the beginning of that three-year period. (Ord. 3008 § 2, 2020; Ord. 2957 § 8 (part), 2019; Ord. 2530 § 2 (part), 2010).

15.06.013 Amendments.

A. The following are modifications or amendments to the International Fire Code, 2018 Edition, as adopted in RMC [15.06.011](#), and shall correspond to the context of said International Fire Code as if set out at length in their respective sections in lieu of or in addition to published sections or subsections. Where an amendment or modification replaces a published section or subsection, the published section or subsection shall be deemed void and deleted.

1. Amend Section 102.5 to read as follows:

102.5 Application of residential code.

Where structures are designed and constructed in accordance with the International Residential Code, including, without exception, all new licensed adult family homes in existing structures, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 apply.
2. Administrative, operational and maintenance provisions of this code shall apply.