



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, January 9, 2025
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

I. STUDY SESSION - 5:30 P.M.

- 1. Development Cost of Service Study Presentation - Kirk Johnson, Finance Director, Claire Lust, Community Development Director**

II. GENERAL SESSION CALL TO ORDER - 6:30 PM

- 1. Flag Salute**
- 2. Roll Call**
- 3. Late changes to the agenda**

III. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding all items not subject to a specific Public Hearing may come forward at this time. Please state your name and limit comments to three minutes. Written comments may be submitted to the Clerk prior to the meeting.

IV. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the December 19th and December 26th, 2024 Meeting**
- 3. Approval of Interlocal Agreement with the City of La Center for On-Call Building Services**
- 4. Acceptance of an RCO Grant - Gee Creek Culvert Replacement**

V. PRESENTATION

- 1. Pink Patch Donation to Pink Lemonade - Cathy Doriot, Police Chief**
- 2. Introduction and Swearing-In Ceremony for Officer Hunt - Cathy Doriot, Police Chief**

3. **Appointment of Detective King - Cathy Doriot, Police Chief**
4. **Promotion and Swearing-In Ceremony for Sergeant Jensen - Cathy Doriot, Police Chief**

VI. BUSINESS

1. **Motion - Policy Approval for Body Worn and In-Vehicle Camera - Cathy Doriot, Police Chief**

VII. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding all items not subject to a specific Public Hearing may come forward at this time. Please state your name and limit comments to three minutes. Written comments may be submitted to the Clerk prior to the meeting.

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. **Council**
2. **Mayor**
 - a. Appointment of a Member to the Clark County Mosquito Control District Board
3. **City Manager**

IX. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 9, 2025

AGENDA ITEM NAME: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

The City Council approves claims and/or payroll of the City on a regular basis

SUMMARY/BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor details attached

RECOMMENDED ACTION OR MOTION:

Approve the claims and/or payroll by making the following motion:

"I move to approve the consent agenda as presented"

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. January 9, 2025 Claims Report

City of Ridgefield

Claims Payment Report

For Approval on:

January 9th, 2025

Sum of Amount						
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total	
A Team Construction	UB*01100	(blank)	Genl Govt/Facilities	Refund Check 013771-001 Hydrant Meter 536 S Royle Rd	198.02	
A Team Construction Total					198.02	
BACKWOOD BARK	3944	15279	Public Works	PWSTW Yard Debris	86.96	
				Parks Yard Debris	239.14	
BACKWOOD BARK Total					326.10	
CALLFIRE INC.	4095	5.68435E+14	Genl Govt/Facilities	Communication Texting	104.35	
CALLFIRE INC. Total					104.35	
CINTAS CORPORATION NO 2	3497	5246106301	Genl Govt/Facilities	12.2024 First Aid Supplies - PW Ops	8.78	
			Public Works	12.2024 First Aid Supplies - PW Ops	122.17	
			Community Development	12.2024 First Aid Supplies - PW Ops	39.11	
			5246106304	Genl Govt/Facilities	12.2024 First Aid Supplies - CH	41.39
			5246106303	Genl Govt/Facilities	12.2024 First Aid Supplies - RACC	31.64
				Community Development	12.2024 First Aid Supplies - RACC	65.61
			5246106302	Public Safety	12.2024 First Aid Supplies - PD	67.29
CINTAS CORPORATION NO 2 Total					375.99	
CITY OF WOODLAND	2708	2024-120-PW	Genl Govt/Facilities	2020 Ford Explorer 69390D - Taillight Replacement	(60.24)	
			Public Safety	2020 Ford Explorer 69390D - Taillight Replacement	752.70	
		2024-116-PW	Genl Govt/Facilities	2018 Chevy Tahoe 76410D - Headlight Bulbs & Wipers Replacement	(8.53)	
			Public Safety	2018 Chevy Tahoe 76410D - Headlight Bulbs & Wipers Replacement	106.63	
		2024-118-PW	Genl Govt/Facilities	2016 Ford Explorer 59463D - Vehicle Maintenance	(73.58)	
			Public Safety	2016 Ford Explorer 59463D - Vehicle Maintenance	919.33	
		2024-119-PW	Genl Govt/Facilities	2018 Ford Explorer 63636D - New Tires New Axle & Taillight	(61.93)	
			Public Safety	2018 Ford Explorer 63636D - New Tires New Axle & Taillight	773.74	
		2024-122-PW	Genl Govt/Facilities	Radio Repair	(73.36)	
	Public Safety	Radio Repair	916.55			
CITY OF WOODLAND Total					3,191.31	
DEPARTMENT OF ECOLOGY	144	25-WAR314122-1	Public Works	2024/2025 Park Laundry Cleanup Permit	255.00	
DEPARTMENT OF ECOLOGY Total					255.00	
H.D. FOWLER COMPANY	2036	16899139	Public Works	Water Sample Station Repair Parts	371.89	
H.D. FOWLER COMPANY Total					371.89	
HARPER HOUF PETERSON RIGHELLIS INC.	1678	60063	Public Works	10.19.24-11.15.24 IQ Credit Union Mitigation - Pioneer Widening	95.00	
HARPER HOUF PETERSON RIGHELLIS INC. Total					95.00	
HD SUPPLY INC.	3886	INV00570547	Public Works	Alkaline Cyanide Water Tests	118.55	
		INV00576375	Public Works	Chlorine Reagent Water Test	269.65	
HD SUPPLY INC. Total					388.20	
HERRON ASSOCIATES LLC	4055	HA-INV00089	Public Works	35th Ave & Pioneer St Roundabout - Electrical Engineering	1,665.00	
HERRON ASSOCIATES LLC Total					1,665.00	
INSTANT IMPRINTS CASCADE PARK	2371	54775	Council	Council Member Hats	135.14	
INSTANT IMPRINTS CASCADE PARK Total					135.14	
J2 BLUE PRINT SUPPLY	243	AR161586	Community Development	12.2024 Plotter Contract	58.06	
J2 BLUE PRINT SUPPLY Total					58.06	

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JAMES J. MAUL	3987	189	Public Works	11.2024-12.2024 Park Laundry Environmental Support	4,812.50
JAMES J. MAUL Total					4,812.50
NAPA AUTO PARTS	498	454464	Public Works	Street Sweeper DEF	150.95
		453557	Genl Govt/Facilities	Wiper Blades - J Embry	6.74
			Public Works	Wiper Blades - J Embry	20.21
NAPA AUTO PARTS Total					177.90
NORTHSIDE FORD TRUCK SALES INC	3281	292474	Genl Govt/Facilities	PWFAC Ford F-150 72006D - Oil Change	9.34
			Public Works	PWFAC Ford F-150 72006D - Oil Change	66.77
NORTHSIDE FORD TRUCK SALES INC Total					76.11
ON-HOLD CONCEPTS INC	2217	656187	Information Technology	01.2025 On Hold Music Services	24.95
ON-HOLD CONCEPTS INC Total					24.95
PINK LEMONADE PROJECT	3110	2024PINK	Genl Govt/Facilities	2024 Pink Patch Sale Proceeds	1,194.54
				2024 TAPs Reserve Donation to Pink Patch	1,250.00
PINK LEMONADE PROJECT Total					2,444.54
Plude Keldon	UB*01102	(blank)	Genl Govt/Facilities	Refund Check 012907-000 413 N 1st Ave	64.17
Plude Keldon Total					64.17
POWERDMS INC.	2473	INV-127558	Public Safety	02.2025-02.2026 PD Records Management	5,862.00
POWERDMS INC. Total					5,862.00
PUBLIC SAFETY TESTING	354	PST124-416	Public Safety	Administrative Investigation Reports	21,625.41
		PSTAC24-103	Public Safety	Sergeant Promotional Test Supervision	5,615.90
PUBLIC SAFETY TESTING Total					27,241.31
Ridgefield East Development LLC	UB*01098	(blank)	Genl Govt/Facilities	Refund Check 012992-190 8725 S 1st St	34.80
	UB*01104	(blank)	Genl Govt/Facilities	Refund Check 012992-194 8801 S 3rd St	19.35
	UB*01101	(blank)	Genl Govt/Facilities	Refund Check 012992-176 8720 S 3rd St	27.28
	UB*01103	(blank)	Genl Govt/Facilities	Refund Check 012992-185 118 S 87th Ave	27.64
Ridgefield East Development LLC Total					109.07
RIDGEFIELD LIONS CHARITIES INC	3714	2352	Genl Govt/Facilities	2024 Hometown Celebration Christmas Trees	1,000.00
RIDGEFIELD LIONS CHARITIES INC Total					1,000.00
RIDGEFIELD SCHOOL DISTRICT	378	1002400033	Genl Govt/Facilities	12.2024 RACC Operating Expenses	803.47
			Community Development	12.2024 RACC Operating Expenses	1,666.48
		1002400035	Public Works	24-25 School Year Water Tower Lease	1,800.00
		1002400034	Public Works	Q3.2024 & Q4.2024 RORC Operation Cost	32,299.34
RIDGEFIELD SCHOOL DISTRICT Total					36,569.29
SFP-E LLC	UB*01097	(blank)	Genl Govt/Facilities	Refund Check 016183-000 4801 S 3rd Way	959.62
SFP-E LLC Total					959.62
Shull Real Estate Services	UB*01099	(blank)	Genl Govt/Facilities	Refund Check 007290-001 2333 S Brookside Pl	4.68
Shull Real Estate Services Total					4.68
SOLID WASTE SYSTEMS INC.	3826	0177048-IN	Public Works	Street Sweeper Air Cleaner	531.30
SOLID WASTE SYSTEMS INC. Total					531.30
SOUND UNIFORM SOLUTIONS INC.	3750	12936-3	Public Safety	Uniform - Fokin	86.42
SOUND UNIFORM SOLUTIONS INC. Total					86.42
THE PARR COMPANY	964	162195	Genl Govt/Facilities	109 Division Wall Build	16.40
THE PARR COMPANY Total					16.40
TRAFFIC SAFETY SUPPLY	432	INV076957	Genl Govt/Facilities	Street Orange Flags	(5.96)
			Public Works	Carty Rd Street Signs	193.00

City of Ridgefield

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TRAFFIC SAFETY SUPPLY	432	INV076957	Public Works	Street Orange Flags	74.46
		INV076744	Genl Govt/Facilities	Streets Orange Flags and Flag Adapters	(20.49)
			Public Works	Streets Orange Flags and Flag Adapters	255.99
				Speed Limit 20 & Speed Limit 25	302.00
TRAFFIC SAFETY SUPPLY Total					799.00
UNIFIRST CORPORATION	3904	2240148769	Genl Govt/Facilities	10.01.2024 PWFAC Uniforms	92.48
			Public Works	10.01.2024 PW Ops Floor Mats	2.73
				10.01.2024 PWFAC Uniforms	661.04
				10.01.2024 PW Ops Floor Mats	37.99
				10.01.2024 PWSTW Uniforms	1,341.95
				10.01.2024 PWWTR Uniforms	40.55
			Community Development	10.01.2024 PW Ops Floor Mats	12.17
		2240177612	Genl Govt/Facilities	12.30.2024 PW Ops Floor Mats	2.73
			Public Works	12.30.2024 PWFAC Uniforms	10.71
				12.30.2024 PW Ops Floor Mats	38.00
				12.30.2024 PWFAC Uniforms	76.55
				12.30.2024 PWSTW Uniforms	46.70
				12.30.2024 PWWTR Uniforms	40.55
			Community Development	12.30.2024 PW Ops Floor Mats	12.17
		2240153164	Genl Govt/Facilities	10.15.2024 PW Ops Floor Mats	2.73
			Public Works	10.15.2024 PWFAC Uniforms	17.66
				10.15.2024 PW Ops Floor Mats	37.99
				10.15.2024 PWSTW Uniforms	46.87
				10.15.2024 PWFAC Uniforms	126.30
				10.15.2024 PWWTR Uniforms	40.67
			Community Development	10.15.2024 PW Ops Floor Mats	12.17
		6240002058	Genl Govt/Facilities	Invoice 2240148769 - P. Connell & C. Ubrina Damages Credit	(36.20)
			Public Works	Invoice 2240148769 - P. Connell & C. Ubrina Damages Credit	(952.86)
		2240177611	Public Safety	12.30.2024 Floor Mats - PD	39.52
		2240177609	Genl Govt/Facilities	12.30.2024 Floor Mats - RACC	3.41
			Community Development	12.30.2024 Floor Mats - RACC	7.08
		2240177610	Genl Govt/Facilities	12.30.2024 Floor Mats - CH	16.46
UNIFIRST CORPORATION Total					1,778.12
VANCOUVER BOLT AND SUPPLY	447	VA-213619	Public Works	Water Treatment Facility Repair Hardware	59.11
VANCOUVER BOLT AND SUPPLY Total					59.11
WOODLAND SAW AND CYCLE INC.	2223	3863	Genl Govt/Facilities	PWFAC Blower Repair Parts	14.70
			Public Works	PWFAC Blower Repair Parts	105.05
		3877	Public Works	PWSTW Manual Tree Trim Saw	194.21
WOODLAND SAW AND CYCLE INC. Total					313.96
Grand Total					90,094.51

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 9, 2025

AGENDA ITEM NAME: Approval of Minutes from the December 19th and December 26th, 2024 Meeting

GOVERNING LEGISLATION

N/A

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

Staff has prepared the minutes for Council consideration of adoption for the Council meeting(s).

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Approve the minutes by making the following motion: 1. "I move to approve the consent agenda"

STAFF CONTACT:

ATTACHMENTS:

1. 12-19-2024
2. 12-26-2024



**CITY OF RIDGEFIELD, WASHINGTON
CITY COUNCIL MEETING MINUTES
DECEMBER 19, 2024**

Regular Meeting - 6:30 PM

I. GENERAL SESSION CALL TO ORDER - 6:30 PM

1. Flag Salute

2. Roll Call

Present:

Mayor Ron Onslow
Mayor Pro Tem Matt Cole
Council Member Lee Wells
Council Member Judy Chipman
Council Member Clyde Burkle
Council Member Rian Davis

Absent:

Council Member Katie Favela

MOTION: MOVED TO EXCUSE COUNCIL MEMBER FAVELA FROM THE MEETING.

RESULT: (UNANIMOUS)

MOVER: Mayor Pro Tem Matt Cole

SECONDER: Council Member Judy Chipman

AYES: Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Davis

3. Late changes to the agenda

II. APPOINTMENTS

1. Reappointment of Parks Board Member, Position No. 4

Reappointment of Parks Board Member, Position No. 4 - John Rafanelli.

RESULT: (UNANIMOUS)

MOVER: Council Member Rian Davis

SECONDER:	Council Member Judy Chipman
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Davis

2. Reappointment of Parks Board Member, Position No. 5

Reappointment of Parks Board Member, Position No. 5 - Brigid Taylor.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Clyde Burkle
SECONDER:	Mayor Pro Tem Matt Cole
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Davis

3. Reappointment of Planning Commission Member, Position No. 7

Reappointment of Planning Commission Member, Position No. 7 - Patrick Flynn.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Rian Davis
SECONDER:	Council Member Judy Chipman
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Davis

4. Appointment of Planning Commission Member, Position No. 5

Appointment of Planning Commission Member, Position No. 5 - Niall Glavin.

RESULT:	(UNANIMOUS)
MOVER:	Mayor Pro Tem Matt Cole
SECONDER:	Council Member Rian Davis
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Davis

5. Appointment of Civil Service Commission Member, Position No. 2

Appointment of Civil Service Commission Member, Position No. 2 - Ken Stewart.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Clyde Burkle
SECONDER:	Mayor Pro Tem Matt Cole
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Davis

6. Reappointment of Roundabout Committee Member, Position No. 4

Reappointment of Roundabout Committee Member, Position No. 4 - Kelley McMorris.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Lee Wells
SECONDER:	Council Member Judy Chipman

AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Davis
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III. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding all items not subject to a specific Public Hearing may come forward at this time. Please state your name and limit comments to three minutes. Written comments may be submitted to the Clerk prior to the meeting.

Comments received during public testimony can be heard on the City's website under [City Council Meeting Audio Files | Ridgefield, WA \(ridgefieldwa.us\)](#).

IV. CONSENT AGENDA

MOTION TO APPROVE AS PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Lee Wells
SECONDER:	Council Member Rian Davis
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Davis

1. **Approval of Claims And/Or Payroll**
2. **Approval of Minutes from the December 5, 2024 Meeting**
3. **Approval of an Interlocal Agreement Between the City of Ridgefield and Clark County for Administration of Tax Increment Financing**
4. **Approval of EMS Interlocal Cooperation Agreement**
5. **Approval of Washington State Legislative Agenda**
6. **Approval of Federal Legislative Agenda**

V. PRESENTATION

1. **Ridgefield Main Street - Lee Knottnerus, Deputy City Manager**

Marykay Lamoureaux, Executive Director provided an update.

VI. BUSINESS

1. **Motion - Approval of Paradise Pointe Park Master Plan - Corey Crownhart, Park Manager**

Staff presented the Paradise Pointe Park Master Plan concept. Council reviewed the proposal, provided feedback, and participated in discussion regarding the plan.

MOTION: MOVED TO APPROVE THE PARADISE POINTE PARK MASTER PLAN AS PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Rian Davis
SECONDER:	Council Member Clyde Burkle
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member

2. Second Reading of Ordinance No. 1441 - Ridgefield Parks Board Membership - Lee Knottnerus, Deputy City Manager

The Parks Board currently consists of seven adult members, all residing within city limits and qualified electors, with three-year terms. A proposed ordinance recommends maintaining a seven-member board, replacing one adult member with a youth member aged 14-17, residing within city limits. The youth member would serve a two-year term with the same rights and responsibilities as adult members, including attending meetings, voicing opinions, and voting. The youth member would represent youth perspectives on parks and trails, fostering inclusivity and increased youth engagement in the City's park system.

City Council conducted a discussion on the proposed ordinance.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1441 AS PRESENTED.

RESULT:	(5-1)
MOVER:	Mayor Pro Tem Cole
SECONDER:	Council Member Burkle
AYES:	Council Member Burkle, Mayor Pro Tem Cole, Mayor Onslow, Council Member Wells, Council Member Davis
NAYS:	Council Member Chipman

3. Motion - Approval of the Collective Bargaining Agreement with the Chauffeurs, Teamsters and Helpers, Local 58 - Lee Knottnerus, Deputy City Manager

The current collective bargaining agreement between the City of Ridgefield and the Teamsters Local 58 expires on December 31, 2024. Negotiations for a new labor agreement began in November 2024, resulting in a tentative two-year agreement addressing operational and economic issues. Key resolutions include a program ensuring Public Works crew availability during office closures and emergencies and proposed COLA increases of 5% for 2025, with a CPI-based increase for 2026 (minimum 3%, maximum 5%). Teamsters members approved the agreement on December 18, 2024.

MOVED TO APPROVE THE 2025-2026 LABOR AGREEMENT BETWEEN THE CITY OF RIDGEFIELD AND THE CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL 58 AND AUTHORIZE THE DEPUTY CITY MANAGER TO SIGN THE AGREEMENT.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Rian Davis
SECONDER:	Council Member Judy Chipman
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Davis

4. Motion - Approval of Updated Water System Development Charge (SDC) Rates. - Kirk Johnson, Finance Director

Staff presented an update on the City's Water System Plan for 2024, including a review of water system development charges (SDC). The proposed updates aim to ensure fair charges for new developments impacting the water system, with two components considered: existing facility and future facility costs. The maximum SDC per meter equivalent size (MES) is calculated at \$6,706, compared to the current rate

of \$4,440.26. Four options for SDC adjustments were presented: maintain the current rate, index by 2.8%, increase to the maximum in 2025, or phase increases over three years to reach the maximum by 2027. City Council conducted a discussion on the proposed rates.

MOTION: MOVED TO APPROVE WATER SYSTEM DEVELOPMENT CHANGE RATE STRUCTURE AT PHASED APPROACH.

RESULT:	(UNANIMOUS)
MOVER:	Mayor Pro Tem Matt Cole
SECONDER:	Council Member Judy Chipman
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Davis

5. Motion - Award of Design and Environmental Services Contract for Hall and Elm Community Development Block Grant Project - Chuck Green, Public Works Director

In 2023, the City of Ridgefield’s Hall and Elm project received Community Development Block Grant (CDBG) funding. Following an RFQ process for consultant services, AKS Engineering and Forestry was selected as the highest-rated firm. The project will include water line upgrades, stormwater improvements, new sidewalks, paving, and ADA-compliant ramps across a three-block downtown area. The consultant's scope covers project management, environmental assessments, design, right-of-way planning, public outreach, and construction support. Future phases will address right-of-way acquisition.

MOTION: MOVED TO APPROVE THE AWARD OF THE HALL AND ELM PROJECT DESIGN AND ENVIRONMENTAL SERVICES CONTRACT TO AKS ENGINEERING AND FORESTRY FOR AN AMOUNT NOT TO EXCEED \$212,597, WITH AN ADDITIONAL CONTINGENCY OF \$10,000.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Judy Chipman
SECONDER:	Council Member Rian Davis
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Davis

6. Motion - Pioneer Widening and Discovery Drive (50th Place) Roundabout Project Update and Approval of Combined Change Orders - Chuck Green, Public Works Director

The Pioneer Widening and Discovery Drive Roundabout project is 33% complete. Delays in permit issuance caused a four-week start delay, impacting early completion incentives and resulting in revised milestones and payment schedules (Change Order 01). The contractor met two revised milestones, earning a \$350,000 incentive (Change Order 02). A substitution of Hilfiker walls for RECO wall panels saved time and costs (Change Order 03). Temporary traffic measures were implemented near Costco due to permit delays (Change Order 04). Standby equipment and administrative costs caused by permit delays were negotiated (Change Order 05). The total for these five change orders is a net increase of \$476,096.48. Including potential future change orders of \$409,000.52, the project remains within its \$2 million budget for incentives and contingencies, with \$1.1 million remaining. The project is on track financially as work progresses into more favorable conditions.

MOTION: MOVED TO APPROVE THE CONSOLIDATED SET OF CHANGE ORDERS 01 THROUGH 05, IN THE AMOUNT OF \$476,096.48, AND INCREASE ACTIVE CONSTRUCTION, INC'S CONTRACT AMOUNT TO \$19,918,538.48.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Lee Wells
SECONDER:	Mayor Pro Tem Matt Cole
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Davis

VII. PUBLIC HEARING/BUSINESS

1. Public Hearing and Approval of Resolution No. 657 - 2025-2030 Transportation Improvement Program - Chuck Green, Public Works Director

Per RCW 35.77.010, the City must adopt a six-year Transportation Improvement Program (TIP) following public hearings. The Draft 2025-2030 TIP, available for public review on Ridgefield Roundtable, includes a TIP Book with project details, funding sources, and links to project pages. Projects are categorized as Reasonably Funded Projects, Community Development Block Grant Projects, Transportation Benefit District (TBD) projects, Future Funded Projects, and Projects Anticipated to be Built with Development. The TIP is separate from the Transportation Capital Facilities Plan, which will be updated in early 2025.

Mayor Ron Onslow Opened Public Hearing: 8:55PM

Comments received during public hearing can be heard on the City's website under [City Council Meeting Audio Files | Ridgefield, WA \(ridgefieldwa.us\)](#).

Mayor Onslow Closed Public Hearing: 9:02PM

MOTION: MOVED TO ADOPT RESOLUTION NO. 657 AS PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Mayor Pro Tem Matt Cole
SECONDER:	Council Member Rian Davis
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Davis

VIII. PUBLIC COMMENT

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IX. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council

Council Member Chipman attended the CRWWD meeting, the Mains Street Breakfast Session, a City Manager briefing, and provided an update on the Neighbors Helping Neighbors program.

Council Member Burkle attended the Hometown Celebration, provided an update on the Green Bag Food Project, a City Manager briefing, and the Port of Ridgefield meeting.

Council Member Davis attended the Hometown Celebration and recognized the Finance team for receiving Excellence in Financial Reporting.

Council Member Wells attended the Hometown Celebration and the Port of Ridgefield meeting.

Mayor Pro Tem Cole attended the County Council meeting, the school board meeting, and praised City staff for facilitating Santa letters.

2. Mayor

Attended the Vancouver Chamber’s legislative session, Hometown Celebration, Stan Okinaka memorial service, AWC meeting, and conducted board and commission interviews.

3. City Manager

X. EXECUTIVE SESSION

1. Pursuant to RCW 42.30.110(b) - To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price

9:17PM - The City Council entered into executive session pursuant to RCW 42.30.110(b), scheduled to conclude at 9:30PM, with action to be taken following the session.

Attendees: City Council, City Manager Steve Stuart, Finance Director Kirk Johnson.

9:30PM - The City Manager announced that City Council would continue the executive session until 9:35PM.

9:36PM - Mayor reconvened the meeting.

City Council conducted a discussion.

MOTION: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE PURCHASE AND SALE AGREEMENT FOR THE TMI BUILDING, WITH THE STIPULATION THAT STAFF PROVIDES A BRIEFING TO COUNCIL ON THE FACILITIES PLAN WITHIN 60 DAYS.

RESULT:	(UNANIMOUS)
MOVER:	Mayor Pro Tem Matt Cole
SECONDER:	Council Member Judy Chipman
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Davis

XI. ADJOURN

9:54PM



**CITY OF RIDGEFIELD, WASHINGTON
CITY COUNCIL MEETING MINUTES
DECEMBER 26, 2024**

Regular Meeting - 1:00 PM

I. SPECIAL SESSION CALL TO ORDER - 1:00 PM

1. Flag Salute

2. Roll Call

Present:

Mayor Ron Onslow
Mayor Pro Tem Matt Cole
Council Member Judy Chipman
Council Member Clyde Burkle
Council Member Rian Davis

Absent:

Council Member Lee Wells
Council Member Katie Favela

MOTION TO EXCUSE COUNCIL MEMBER WELLS AND FAVELA FROM THE MEETING.

RESULT: (UNANIMOUS)

MOVER: Council Member Rian Davis

SECONDER: Council Member Judy Chipman

AYES: Mayor Onslow, Mayor Pro Tem Cole, Council Member Chipman, Council Member Burkle, Council Member Davis

3. Late changes to the agenda

II. CONSENT AGENDA

1. Approval of Claims And/Or Payroll

MOTION TO APPROVE AS PRESENTED.

RESULT: (UNANIMOUS)

MOVER: Council Member Judy Chipman

SECONDER:	Council Member Rian Davis
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Chipman, Council Member Burkle, Council Member Davis

III. ADJOURN

1:20PM

Julie Ferriss, City Clerk

Ron Onslow, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 9, 2025

AGENDA ITEM NAME: Approval of Interlocal Agreement with the City of La Center for On-Call Building Services

GOVERNING LEGISLATION

RCW 39.34 Interlocal Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN:

Council previously approved an interlocal agreement with the City of La Center to support their building services active from April 1, 2019 through March 31, 2020.

SUMMARY/BACKGROUND:

On December 3, 2024, City of La Center staff contacted City of Ridgefield staff requesting on-call support for building services. La Center has periodically experienced staffing shortages affecting their ability to provide timely building plan review and inspections. City of Ridgefield Building Official, Community Development Director, and Finance Director worked together to determine capacity to assist and worked with the La Center Community Development Director to draft an interlocal agreement. The City Attorney also reviewed the draft interlocal agreement. The terms of the agreement are as follows:

- The City of Ridgefield agrees to schedule and perform building code administration, plan review, and building inspections for the City of La Center on an as-requested basis.
- The City of La Center agrees to compensate the City of Ridgefield at the current hourly rate published in the Ridgefield Master Fee Schedule. At this time the hourly rate for the Building Official is \$90.00 and the hourly rate for a Building Inspector is \$75.00. Mileage will also be compensated at the current federal allowable mileage rate in effect at the time of billing.
- The agreement shall be effective through January 1, 2030, with a maximum of two (2) one-year extensions.

The full draft agreement is included as an attachment.

BUDGET/FINANCIAL IMPACTS:

Revenue at the rate of \$75.00 to \$90.00 per hour.

RECOMMENDED ACTION OR MOTION:

To approve the interlocal agreement as part of the consent agenda:

"I move to approve the consent agenda as presented."

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. Building Inspection Interlocal Agreement Ridgefield and La Center_Draft_12202024

**INTER-LOCAL AGREEMENT FOR SERVICES
BETWEEN**

City of Ridgefield, Washington

230 Pioneer Street
PO Box 608
Ridgefield, WA 98642

Phone: 360.887.3557

Fax: 360.887.0861

AND

City of La Center, Washington

214 E. 4th Street
La Center, WA 98629

Phone: 360-263-7665

Fax: 360-263-7666

Inter-Local Agreement Period Beginning: January 1, 2025
Ending: January 1, 2030

Building Plan Review and Inspection Services

Ridgefield - Contact Person(s)

Contact: Claire Lust 360.857-5024,

claire.lust@ridgefieldwa.us

Fiscal: Kirk Johnson 360.857-5008,

kirk.johnson@ridgefieldwa.us

La Center - Contact Person(s)

Contact: Tracy Coleman 360.605-
2269

tcoleman@ci.lacenter.wa.us

Fiscal: Maria Swinger-Inskeep

360-263-8663

[mswingerinskeep@ci.lacenter.wa.us](mailto:m Swingerinskeep@ci.lacenter.wa.us)

This Inter-Local Agreement consists of the following:

The City of Ridgefield and the City of La Center agree to the terms and conditions of this Inter-Local Agreement as listed above by signing below:

CITY OF RIDGEFIELD, WASHINGTON

CITY OF LA CENTER, WASHINGTON

By: _____	By: _____
City Manager, City of Ridgefield	Mayor, City of La Center

Approved as to form: By: _____	By: _____
Ridgefield City Attorney	La Center City Attorney

TERMS AND CONDITIONS

I. PURPOSE AND BACKGROUND

- A. This is an Inter-Local Agreement entered into under the authority of the Inter-Local Cooperation Act, RCW 39.34, between the Cities of Ridgefield and La Center, Washington, municipal corporation code cities in the State of Washington.
- B. No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- C. The City of Ridgefield (hereinafter "Ridgefield") by and through its Community Development Department operates a building department that regularly enforces and administers the building code requirements, reviews building permit applications, and conducts building inspections.
- D. The City of La Center (hereinafter "La Center") by and through its Community Development Department wishes to use the resources of Ridgefield to assist La Center in performing building code administration, plan review, and building inspection.
- E. The purpose of this Agreement is to provide for the use of Ridgefield's building services by the City of La Center.

II. BUILDING SERVICES.

The City of Ridgefield agrees to provide building services as set forth herein:

- A. Schedule and perform requested building services on an as requested basis as staff resources are available as set forth herein:
 - 1. Perform building code administration, plan review and building inspections to verify conformance with applicable State of Washington/International Building Code Council Building Codes and their related standards and La Center municipal codes relative to commercial and residential construction (hereinafter, "building services").
 - 2. Perform such other intermittent building services as may be requested and mutually agreed to.
 - 3. Ridgefield will provide building services on an as requested basis subject to the exception of official holidays recognized by each agency, inclement weather limitations, and unforeseen illness.
 - 4. To the greatest extent possible, Ridgefield will exercise its best efforts to

respond to La Center's requests for building services.

5. All services provided will be performed by Ridgefield staff as approved and directed by the Ridgefield Community Development Director and in accordance with Ridgefield's administrative policies and regulations.
- B. Ridgefield will assign only those personnel with the credentials and expertise to perform the work.
 - C. Provide transportation, adequate workspace, tools, equipment and materials as needed to complete work in an efficient and professional manner.
 - D. At its sole expense, provide City of Ridgefield employees with all appropriate insurance coverage related to workplace exposure to health and safety risks, damage to property, injuries to persons or death.
 - E. Each agency will provide for compliance with the applicable standards for workplace health and safety promulgated by the Washington State Department of Labor and Industries under the Washington Industrial Safety and Health Act, Chapter 49.17 RCW (WISHA) as they apply to its own employees. Should performance on a project covered under this agreement and compliance with a WISHA standard become cost prohibitive for either agency, or an exposure to risk be unacceptable, at its own discretion, that agency reserves the right to reject that project in whole or part. Both will make every reasonable effort to convey workplace safety issues to the other agency and find suitable means to avoid exposure to safety hazards.
 - F. Where appropriate make timely arrangements for plan reviews, inspections, and/or any other duties related to building services.
 - G. If appropriate, provide coordination with any third parties deemed necessary and/or required (i.e. permits and/or permission/authorizations). Acquiring and maintaining permits and/or permit authorizations relating to project operations and the other agency's employees' activities on any project will be the sole responsibility of requesting agency and will be at that agency's sole expense.

III. JOINT PROCEDURES AND DISPUTES

- A. The Ridgefield Community Development Director and the La Center Community Development Director shall develop mutually agreed procedures for the notification, transmittal, review, and communications regarding the services performed under this Agreement. The Directors will periodically review these procedures and confer as needed to address any issues that arise in the administration of this Agreement.

- B. Disputes. If there are disputes or concerns relating to the performance of work under this Agreement or personnel concerns relating to the other agency's employees that cannot be resolved directly by department staff, the parties agree to the following dispute resolution procedures. Either party shall give notice to the other party, and the La Center Community Development Director or Ridgefield Community Development Director shall agree to meet and confer as soon as possible but not later than 14 days after receipt of notice, unless an extension thereto is agreed, and to work in a good faith attempt to resolve the dispute or performance concern.

IV. COMPENSATION

- A. In consideration of this Agreement and the building services provided, La Center will pay the City of Ridgefield the current hourly rate published in the Ridgefield Master Fee Schedule page 1, section A in effect at the time the services are provided, plus reimbursement for mileage, for building services:

2024 Master Fee Schedule Rate (example rates)

\$90.00/hr. - Ridgefield Building Official

\$75.00/hr. - Ridgefield Building Inspector

Ridgefield will be compensated for services provided under this Inter-local Agreement at the rates defined within this Agreement, exclusive of any applicable taxes. Mileage will be compensated at the current federal allowable mileage rate in effect at the time of billing.

- B. In the event there is an increase in the hourly rate in the City of Ridgefield's Master Fee Schedule within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the updated Master Fee Schedule. The City of Ridgefield will provide 30 days' notice to the City of La Center for any rate changes under consideration.
- C. La Center will pay properly documented invoices within 45 days of the receipt of the invoice.
- D. La Center has provided budgetary authority to compensate the City of Ridgefield at or within the aforementioned dollar limits. If budgetary authority relating to this Agreement changes over the term, that agency may adjust the dollar limits set forth above through the agreement amendment process as outlined in Article V below.

V. BILLING METHOD AND PROCESS

- A. Ridgefield will bill/invoice La Center for charges on a monthly basis.
- B. The billing invoice will identify the dates and the actual hours worked and include the amount due for that billing period. Billings will be recorded to the nearest quarter-hour.
- C. The monthly billing invoice will include sufficient backup documentation to verify the

actual accomplishments for the billing period and include an indication (via signature) that the responsible official has reviewed the billing documentation for correctness. Any backup documentation supplied with billing invoices will be expected to reconcile to Ridgefield's tracking system.

Payments for services shall be made by La Center each month within forty-five (45) days of receipt of the billing statement/invoice from Ridgefield.

VI. INDEMNIFICATION

Each party does hereby release, indemnify and promise to defend and save harmless the other party, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the other party, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of its performance of service pursuant to this Inter-Local Agreement. In making such assurances, each party specifically agrees to indemnify and hold harmless the other party from any and all bodily injury claims brought by its employees and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the other party; provided, however, this paragraph does not purport to indemnify either party against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of the other party, its elected officials, officers, employees and agents.

VII. INDEPENDENT CONTRACTOR

The parties agree that Ridgefield is acting hereunder as an independent contractor and shall maintain control of City employees performing services under this agreement, including but not limited to hiring, firing, discipline, evaluation, and the establishment of standards for performance thereof. All personnel performing services under this Agreement will be, for all purposes, employees of the performing City although they may from time to time act on behalf of the requesting City.

VIII. DURATION OF AGREEMENT

This Agreement shall be effective January 1, 2025 and remain in effect January 1 2030 unless administratively extended pursuant to this section or renewed. This Agreement may be administratively extended upon the mutual written agreement of the Mayor of La Center and the City Manager of Ridgefield for a maximum of two (2) one- year periods, January 1, 2030 through January 1, 2031 and January 1, 2031 through January 1, 2032. In any such administrative extension, all terms set forth herein shall remain the same, except the Duration in Section IV.

IX. TERMINATION

Ridgefield or La Center may terminate this Inter-Local Agreement in whole or in part for any reason by providing written notice of termination to the other party of this Inter- Local

Agreement at least ninety (90) days prior to the date of termination. In the event of early termination, each agency shall be responsible for the payment for any work performed by the other agency up to the point of termination.

X. AMENDMENT

The provisions of this Inter-Local Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Inter-Local Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties. Amendments to an administrative extension of this Agreement, as defined in Section IV above, may be limited solely to modification to the hourly rate to accurately reflect the cost of providing said services; any other amendment included within an extension must be approved by both parties.

XI. RATIFICATION

Acts taken in conformity with this Inter-Local Agreement prior to its execution are hereby ratified and affirmed.

XII. SEVERABILITY

If any section or part of this Inter-Local Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Inter-Local Agreement.

XIII. ENTIRE CONTRACT

The parties agree that this Inter-Local Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Inter-Local Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of the Inter-Local Agreement and cause for termination. It is agreed by the parties hereto that the forgiveness of non-compliance with any provision of this Inter-Local Agreement does not constitute a waiver of the provisions of this Inter-Local Agreement.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 9, 2025

AGENDA ITEM NAME: Acceptance of an RCO Grant - Gee Creek Culvert Replacement

GOVERNING LEGISLATION

RCW 35A.40 Fiscal Provisions Applicable to Code Cities, Financial Policy #01: Financial Management; Financial Policy #07: Budget; Financial Policy #15: Grant Management; 2CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

PREVIOUS COUNCIL ACTION TAKEN:

On January 27, 2022, Council authorized City personnel to apply for the RCO Brian Abbott Fish Barrier Removal Board grant for the Gee Creek Culvert Replacement project. On December 19, 2024, Council adopted Ridgefield's 2025-2030 Transportation Improvement Program, which included Royle Road South, S. 19th St to Hillhurst Rd, Phase 2 Complete Corridor.

SUMMARY/BACKGROUND:

In 2022, City Council approved submitting an application for the Washington State Recreation and Conservation Office's Brian Abbott Fish Barrier Removal Board grant for the Gee Creek Culvert Replacement project. At the time, the project did not score high enough to be immediately funded. However, the City recently received notification that additional funding became available. RCO is now able to offer grants to some of the projects that initially had not been funded. RCO awarded the City's full ask of \$1,423,500 so the city can move forward with the Gee Creek Culvert Replacement project.

This project will be part of the Royle Road South, S. 19th St to Hillhurst Rd, Phase 1 Culvert Replacement Project, which is prioritized in the City's 2025-2030 TIP as a project that is important but contingent on grant funding. The culvert replacement will open up 0.85 miles of stream habitat. The restoration project involves the replacement of an existing 13-foot diameter CMP culvert with a 24-foot wide arch culvert that conveys Gee Creek under S. Royle Road.

In terms of monitoring required after the grant period, the City will complete 5 years of monitoring and maintenance of the riparian enhancement areas. This maintenance will include trimming and watering of installed plants.

In order to accept this award, in accordance with Financial Policy #15: Grant Management, the City Council must approve and accept the grant award.

BUDGET/FINANCIAL IMPACTS:

The grant funding offered by RCO is \$1,423,500. The City's total match is \$1,475,650, which includes \$1,423,500 in monetary match and \$52,150 in City Personnel hours.

RECOMMENDED ACTION OR MOTION:

If the Council chooses to move forward with accepting the grant award, a motion would be:
"I move to approve the consent agenda as presented."

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. 21-1540 Agreement - Ridgefield - Gee Creek Culvert Replacement

Project Sponsor: City of Ridgefield**Project Number:** 21-1540R**Project Title:** Ridgefield - Gee Creek Culvert Replacement**Approval Date:**

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Department of Fish and Wildlife (WDFW or Funding Entity) acting through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Ridgefield (Sponsor, and primary Sponsor), PO Box 608, Ridgefield, WA 98642-0608, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Const or Natural Climate Solns Acct of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

PERIOD OF PERFORMANCE

The period of performance begins on (project start date) and ends on (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this restoration project, the sponsor's on-going obligations shall be for a minimum of ten (10) years, or more as specified in the Landowner Agreement, after the final payment and shall survive the completion/termination of this Project Agreement

unless otherwise identified in the Agreement.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$1,423,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - BA Fish Barrier Removal Board	49.09%	\$1,423,000.00	State
Project Sponsor	50.91%	\$1,475,650.00	
Total Project Cost	100.00%	\$2,898,650.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Brian Abbott Fish Barrier Removal Board -Manual 22
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Restoration Projects - Manual 5

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by

the board to the RCO.

SPECIAL CONDITIONS

None

SPECIAL CONDITIONS - CULTURAL RESOURCES

None

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 21-1540, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

City of Ridgefield

By: _____

Date: _____

Name (printed): _____

Title: _____

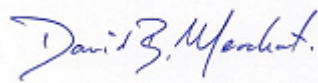
State of Washington Recreation and Conservation Office

By: _____

Date: _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By:  _____

Date: 10/26/2023

Assistant Attorney General

Project Sponsor: City of Ridgefield
Project Title: Ridgefield - Gee Creek Culvert Replacement

Project Number: 21-1540R
Approval Date:

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Restoration Metrics

Worksite #1, Ridgefield - Gee Creek Culvert Replacement

Targeted salmonid ESU/DPS (A.23):

Chum Salmon-Columbia River ESU, Coho Salmon-Lower Columbia River ESU, Steelhead-Lower Columbia River DPS, Steelhead-Lower Columbia River DPS

Targeted species (non-ESU species):

Cutthroat, Searun Cutthroat

Type Of Monitoring (C.0.d.1):

Implementation Monitoring
Standard construction monitoring will performed by City engineering staff. This includes erosion control measures. Required worksite isolation, dewatering and rewatering will be completed by PBS biologists.

Fish Passage Improvement

Miles Of Stream Made Accessible (FBRB):

0.85

Please see attached fish passage map.

Miles Of Stream Made Accessible (SRFB) (C.2.b.1):

0.85

Type Of Barrier (C.2.b.3):

Culvert

Culvert installed or improved (C.2.f.1)

Number of culverts (C.2.f.2):

1

Miles of stream made accessible by culvert installation/repair (C.2.f.3):

0.85

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Project Sponsor: City of Ridgefield
Project Title: Ridgefield - Gee Creek Culvert Replacement

Project Number: 21-1540R
Approval Date:

Project Milestones

PROJECT MILESTONE REPORT

DRAFT

Project Sponsor: City of Ridgefield
Project Title: Ridgefield - Gee Creek Culvert Replacement

Project Number: 21-1540R
Approval Date:

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 05/06/2024.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and/or enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this

reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for

whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
 - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend

at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
 - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement.** Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.
- F. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
 - 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.
 - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- G. **Inadvertent Discovery**

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement

may be reduced as necessary to exclude any such expenditure from reimbursement.

- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such

commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
- 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
- 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
- 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
 - 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
 - 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner

agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.

- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition and development projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, and/or renovated pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, and/or renovated with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules,

including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.

- 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application

for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

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

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 9, 2025

AGENDA ITEM NAME: Motion - Policy Approval for Body Worn and In-Vehicle Camera

GOVERNING LEGISLATION

Revised Code of Washington (RCW) 10.109.010 Policies; RCW 10.109.030 - Limitations on use;
RCW42.56.240 - Investigative, law enforcement and crime victims, specifically 42.56.050.
WA State retention schedule DAN # LE09-01-08 and LE2016-001

PREVIOUS COUNCIL ACTION TAKEN:

Council approved the 2025 budget, which included council's authorization to enter a contract with Axon Enterprise Inc., for Body Worn Cameras, Tasers and In Vehicle Cameras.

SUMMARY/BACKGROUND:

City staff requested approval to enter a 10-year contract with Axon for the purchase of Body Worn Cameras, Taser 10s and In Vehicle Cameras. The use of body worn cameras and in vehicle cameras will enhance the safety of our community members and our officers, while also offering greater transparency and accountability related to interactions between Ridgefield Police officers and members of our community. The attached policies provide guidance for the operation of the Body Worn and In Vehicle Cameras, to include procedures for operation, privacy, data collection, storage, access and retention.

BUDGET/FINANCIAL IMPACTS:

10-year contract with Axon with funding available through the public safety tax.

2025 Cost of \$90,141.20 with assistance of funding through a Bureau of Justice Assistance Grant Award of \$38,000.

2026 Cost of \$67,267.55 with funding available through the public safety tax.

-
2027 through 2034 annual costs of \$159,899.70

For a total commitment of \$1,436,607.40

RECOMMENDED ACTION OR MOTION:

Recommendation is for approval of RPD Policy 06.07 -Body Worn Cameras and Policy 06.08 for In Vehicle Camera Policy.

STAFF CONTACT: Cathy Doriot, Police Chief

ATTACHMENTS:

1. RIDGEFIELD PD BWC POLICY 12182024
2. Vehicle Mounted Camera Policy Final 12112024
3. RCW 10.109.010
4. RCW 42.56.240
5. RCW 42.56.050
6. LE09-01-08
7. LE2016-001
8. BWC and In Vehicle Council Presentation 01072025

06.07



BODY WORN CAMERAS

SECTIONS:

- [06.07.010 PURPOSE AND SCOPE](#)**
- [06.07.020 POLICY](#)**
- [06.07.030 DEFINITIONS](#)**
- [06.07.040 EMPLOYEE PRIVACY EXPECTATIONS](#)**
- [06.07.050 TRAINING](#)**
- [06.07.060 EMPLOYEE RESPONSIBILITIES](#)**
- [06.07.070 ORIENTATION PERIOD – ACTIVATION AMNESTY](#)**
- [06.07.080 WHEN TO RECORD](#)**
- [06.07.090 AUTOMATIC CAMERA ACTIVATION](#)**
- [06.07.100 ADVISEMENT – WHEN REQUIRED](#)**
- [06.07.110 WHEN TO STOP RECORDING](#)**
- [06.07.120 PROHIBITED USE OF BODY WORN CAMERAS](#)**
- [06.07.130 DISCRETIONARY RECORDING, MUTING, AND STEALTH MODE](#)**
- [06.07.140 END OF SHIFT RESPONSIBILITIES](#)**
- [06.07.150 SUPERVISORS RESPONSIBILITIES](#)**
- [06.07.160 REQUIRED DOCUMENTATION OF USE OF BODY WORN CAMERA](#)**
- [06.07.170 REPORT WRITING](#)**
- [06.07.180 UNAUTHORIZED USE OF BODY WORN CAMERAS AND VIDEO](#)**
- [06.07.190 SECURITY RULES TO PROTECT DATA](#)**
- [06.07.200 DOWNLOADING OF VIDEO DATA](#)**
- [06.07.210 REVIEW OF THE BODY WORN CAMERA VIDEO](#)**
- [06.07.220 IDENTIFICATION AND PRESERVATION OF RECORDINGS](#)**
- [06.07.230 BWC ADMINSTRATOR RESPONSIBILITIES](#)**
- [06.07.240 RETENTION OF RECORDED MEDIA FILES](#)**
- [06.07.250 RELEASE OF BODY WORN CAMERA VIDEO](#)**
- [06.07.260 CAMERA FUNCTION AND QUALITY CONTROL](#)**
- [06.07.270 BODY WORN CAMERA LIMITIATIONS](#)**
- [06.07.280 PRE-EVENT RECORDING OR BUFFERING](#)**
- [06.07.290 IMPLEMENTATION AGREEMENT](#)**

06.07.010 PURPOSE AND SCOPE

The Ridgefield Police Department utilizes Body-Worn Cameras (BWC) worn by its Employees for the purpose of contemporaneously and objectively documenting citizen contacts. The use of BWCs is intended to enhance the mission of the Department, and promote greater transparency and accountability, by capturing contacts between Employees of the Department and the public, as well as increasing public and Employee safety during such contacts.

This policy provides guidelines for the use of BWCs, portable audio/video recording devices by Employees of this Department while in the performance of their duties. BWCs and portable audio /video recording devices include all recording systems, whether body-worn, hand-held or integrated into portable equipment.

06.07.020 POLICY

The Department shall provide Employees with access to BWCs, either audio or video or both, for use during the performance of their duties.

It is the policy of the Department that all commissioned personnel working in a patrol function, and/or in a uniformed capacity which would readily identify them as a law enforcement officer, shall wear their department issued BWC to record their encounters on duty. Officers who are assigned BWCs must wear them any time they are in uniform (exceptions to wearing BWC include training, funerals or award / promotional ceremonies).

Non-uniformed personnel, such as Detectives, shall wear their department issued BWC during pre-planned investigative events including but not limited to, residential search warrants, serving an arrest warrant, or those instances that may result in the detention or arrest of a subject.

Video/audio footage produced by BWCs may be used as evidence in civil or criminal investigations, reviewed administratively for employee compliance with Department policies (as set forth below), used as a tool in law enforcement training, and utilized as a reference in incident documentation.

Employees are prohibited from using personally owned recording devices while on-duty. Privately owned BWCs or recording with privately owned equipment is not permitted.

Facial recognition software will not be utilized under this program or policy without legal authorization.

06.07.030 DEFINITIONS

Activation: The process that turns on the body worn camera and causes it to record or to store audio and video data. Activation can be both manual, through action of the officer, or automated, through features of the camera in certain conditions.

Advisement: Statement made by an Employee that a communication, conversation, or interaction with a community member is being recorded.

Body Worn Camera (BWC): Camera system that captures audio and video signals, capable of being worn on an Employee that includes, at minimum, a camera, microphone, and data storage ability. BWCs do not include covert or undercover camera systems explicitly used for other investigative or undercover operational purposes

Vehicle – Mounted Camera (VMC): A system that captures audio and video signals in a RPD patrol vehicle.

Body Worn Camera Media: Recorded media consisting of audio-video signals recorded and digitally stored on a storage device or portable media.

Body Worn Camera System Administrator: The Record Supervisor, or their designee, is the portable recording system administrator and they will maintain the integrity and efficiency of the data management and file retention systems.

Buffering Mode: The Body Worn Camera continuously loops a video recording for up to 30 seconds before the recording is started by the officer. While buffering, video only (no audio) is being recorded.

Camera LED Lights: During normal operations the BWC uses LED lights to show the camera status.

Critical Incident: The definition is deliberately broad and should ensure that potential Critical Incidents are not missed. It recognizes the fundamental significance of community confidence and trust in the police response to Critical Incidents, including any incidents where effectiveness of the police response is likely to have a significant impact on the confidence of the victim, their family and/or the community. Critical Incidents include, but are not limited to, a use of force where serious bodily injury or death is sustained by anyone involved or determined to be a Critical Incident by a supervisor.

Employee: In this policy, the Employee refers to any Ridgefield Police Officer, regardless of rank or commissioned/non-commissioned status.

Event Mode: Once activated by pressing the EVENT button, the BWC saves the recorded buffered video and continues to record both audio and video.

Event Transfer Manager (ETM): Docking unit used to recharge and upload previously recorded audio and video (stored media) from the BWC. The ETM automatically transfers all stored media to evidence.com.

Evidence.com: An online, cloud-based digital media storage repository. All media is stored in highly secure environment, accessible only by authorized personnel.

Involved Officer: Any Law Enforcement officer who used or directed the use of force.

Labeling Videos: Marking a video with the incident (ID) number, category and appropriate tags as required under this Policy.

Law Enforcement Function: Any action which may only be performed by a person having legal authority of a law enforcement officer.

Mute Mode: Disabling the audio recording while actively recording video.

Retention of Video: Retention of the video refers to how long a video captured on a body camera is kept or retained by the Department. A video is maintained according to the applicable retention schedule.

Sleep Mode: This mode puts the camera in an idle state that disables recording and buffering. While in this state, automatic activation (signal), will not initiate a camera recording. This mode does allow a user to activate an EVENT. While in sleep mode the camera is not buffering audio or video, but can be activated quickly for an event

Social Contact: An encounter with a citizen with no criminal or investigative purpose, e.g., stopping to say hello to someone or interacting with the public during community events.

Stealth Mode: Turning off the BWC LED lights, sounds (audio prompts), and vibrations (haptic feedback).

Surreptitious Recording: A recording made without the knowledge of one or more parties to a conversation or communication violates the Washington Privacy Act. Chapter 9.73 RCW.

Witness Employee: An Employee who observed or has firsthand knowledge of the events surrounding an in-custody death or the use of force by another officer/deputy and did not use physical force. Additionally, this refers to an employee who observes or who has firsthand knowledge of the events surrounding an Employee's direction to another to use force.

06.07.040 EMPLOYEE PRIVACY EXPECTATIONS

All recordings made by Employees acting in an official capacity shall remain the property of the Department. Employees shall have no expectation of privacy or ownership interest in the content of these recordings.

06.07.050 TRAINING

Prior to wearing and operating a BWC, employees are required to successfully complete department-authorized BWC training. The training, at minimum, will include the following:

1. Review of Department BWC Policy.
2. System preparation and operation.
3. Placement of the BWC.
4. Procedure for downloading and tagging recorded data.

Thereafter, training will be provided at periodic intervals to ensure, among other things, the continued effective use of the equipment, proper calibration, and performance, and to incorporate changes, updates, or other revisions in policies or equipment (RCW 10.109.010).

06.07.060 EMPLOYEE RESPONSIBILITIES

- A. Inspection: Department Employees who wear a BWC issued by the department, shall inspect their BWC at the start of every shift to ensure it is in good working order. Non-functioning equipment discovered during this inspection, or any other time shall be reported to their supervisor, who will arrange repair as soon as possible. Employees will obtain a functioning device as soon as reasonably practicable.
- B. The BWC will be worn for the entire shift, unless an Employee is in a non-uniformed assignment.
- C. Under normal operations, the BWC's audible alert signal must remain in the ON position. The audible alert signal may be muted for tactical situations; however, the audible alert signal must be immediately reactivated at the conclusion of the tactical portion of the incident.
- D. Employees may utilize the sleep mode function of the BWC within City facilities at any time they are not required to activate the BWC as described in this Policy.

- E. Except where the use of Sleep Mode is permitted the Employee must maintain the BWC in a constant state of operational readiness. Operational readiness means the BWC has adequate battery life, available storage, remains properly affixed to the Employee's uniform, and is set to buffering mode.
- F. Employees will document the use of the BWC within all reports and citations as required by this Policy.
- G. Employees will appropriately label and tag each recorded video as required by this Policy
- H. Requirement to wear the Body Camera: This policy intends to ensure Department Employee's use BWCs during their most frequent contacts with the public. All body-worn cameras shall be worn in the following manner:
 - Forward facing
 - Outermost garment
 - The bottom of the camera should be no lower than the bottom of the uniform shirt pocket.
 - As close to the center of the uniform shirt /external carrier as possible (center of chest).
 - No belt-mounted option is approved.
 - Pocket mount option for specialized units only
 - Camera should be mounted in a location where it is unobstructed by the uniform or other equipment.
- I. Non-uniformed personnel, such as Detectives: Any Employee assigned to a non-uniformed position, meaning any assignment not requiring the employee to wear a Class B uniform, should wear and activate their assigned BWC when responding to a call, while interacting with the public in an official capacity, or entering a premise with the purpose of enforcing the law or investigating possible violations of the law. During pre-planned investigative events, including but not limited to residential search warrants, serving an arrest warrant, or those instances that may result in the arrest of a subject.
- J. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed Employees should wear the BWC in a conspicuous manner when in use or otherwise notify person(s) that they are being recorded, whenever reasonably practicable.

Detectives may activate their BWC any time they determine it would be beneficial to capture an incident or activity. If a Detective works in patrol capacity, they will be governed by the policy referencing uniformed department members.

- K. Personnel performing task as part of a specialty team: Employees performing tasks as part of a specialty team or unit will, activate their camera while performing enforcement activities (e.g., SWAT, CNT deployments and/or serving arrest/search warrants, etc.) It is permissible under this policy for SWAT/CNT or other specialty units to not record either pre and/or post operational briefings, tactical planning sessions or law enforcement intelligence/information gathering sessions in regard to tactical operations.

- L. Exceptions to the requirement: -Officers Employees or command staff working in administrative assignments where there is little to no risk of negative encounter with the public or a use of force.

06.07.070 ORIENTATION PERIOD – ACTIVATION AMNESTY

No employee will be subject to discipline for failing to activate a BWC for any reason for the first month or 16 shifts, whichever occurs later, after the employee is assigned to wear a BWC and has completed BWC training. Evidence of a failure to activate a BWC during the amnesty period shall not be used or considered for performance evaluations or discipline, with one exception. A probationary officer, in training, may have it documented in their D.O.R or Monthly Review that they are forgetting to use their BWC when necessary, as an area for improvement.

Any employee on an extended leave exceeding three (3) months shall be subject to the foregoing amnesty period again.

06.07.080 WHEN TO RECORD

This policy is not intended to describe every possible situation in which the BWC should be used, although there are many situations where its use is appropriate. Employees should activate the BWC any time the Employee believes it would be appropriate or valuable to record an incident. When in doubt, Employees should consider recording.

While not all-inclusive, the BWC shall be activated in any of the following situations when circumstances and officer safety permit:

- A. All calls for service, whether dispatched verbally or through the MDT. The BWC shall be activated prior to arriving on the call and shall remain activated until the call is completed, except as otherwise permitted within this policy. Non-uniformed Employees responding from home or other remote location shall activate their camera before arriving at the scene. However, nothing in this policy prohibits the Employee from activating the camera earlier.
- B. Employee shall utilize BWC to document the processing of evidence, serving a search warrant, processing a crime scene and may turn off the audio portion of the recording during these instances.
- C. All enforcement and investigative contacts including stops and field interview situations, whether consensual or non-consensual.
- D. Traffic stops including, but not limited to, traffic violations, stranded motorists' assistance and all crime interdictions stops.
- E. Suspicious vehicles and suspicious persons
- F. Arrests
- G. Vehicle searches
- H. Physical confrontations or use of force
- I. Verbal confrontations

- J. DUI Investigations, including sobriety tests
- K. Crimes in progress
- L. Driving to in-progress call
- M. Domestic violence calls
- N. Offenses involving weapons
- O. Mental health contacts and welfare checks
- P. Transport of any subject (this does not include ride-alongs)
- Q. If requested by a member of the public
- R. Self-Initiated activity in which an officer would normally notify dispatch.
- S. Officer shall activate their BWC when involved in any manner in a police pursuit or fail to yield traffic situation.
- T. Any other contact that becomes adversarial after initial contact in a situation that would not otherwise require recording.
- U. The BWC shall be activated when executing a search warrant, and/or entering a premise for the purpose of enforcing the law.

At no time is an Employee expected to jeopardize the Employee's safety in order to activate a BWC or change the recording media. However, the BWC should be activated in the situations described above as soon as reasonably practical.

Remote feed activation is not authorized for any purpose under this policy and will not be employed.

Live feed activation will only be employed under the following limited circumstance:

- A. When previously identified employees, prior to deployment in the field and with knowledge they will be live streaming, are tasked with gathering intelligence during a civil unrest/riot/protest response. Such information would be solely used for providing intelligence, situational awareness and information to Command Post personnel.
- B. By an on-duty Supervisor when status checks or other critical communication is not being received from an employee under their direct supervision who are on calls for service and have the BWC activated, for the purpose of verifying location and employee welfare.
- C. When otherwise requested by the employee wearing the BWC.

06.07.090 AUTOMATIC CAMERA ACTIVATION

The BWC has the ability to be activated through automated features in Critical Incidents when the Employee is actively engaged in high-risk function and may not have time to safely activate the BWC. Examples are when the emergency lights and/or siren are activated, when the TASER is activated, when a firearm is removed. In these instances, if the system trigger is activated, the body worn camera automatically begins recording to ensure that the Critical Incident is captured. The Department shall provide a list of all automated activation to employees and the association and shall provide notice in the event any changes to automated activation are proposed.

06.07.100 ADVISEMENT – WHEN REQUIRED

Conversations between uniformed police employees and community members that occur during the performance of official duties are not recognized as private conversations under Washington State Law and therefore generally do not require an Advisement that the interaction is being recorded. The exceptions to this are traffic stops and custodial interrogations where advisement is required as follows

- A. Employees conducting traffic stops while equipped with a BWC shall notify the occupants an audio and video recording is occurring. This statement should be given at the beginning of the contact, absent an emergent situation, and captured on the report. Employees shall make reasonable effort to ensure that non-English speaking person, those with limited English proficiency, or hearing-impaired persons understand that they are being recorded. This may be accomplished by pointing at the camera.
- B. Before custodial interrogation, employees shall inform arrested people they are being audio and video recorded with a BWC. This statement, along with the Miranda advisement (If given), shall be included in the recording.

06.07.110 WHEN TO STOP RECORDING

Once activated, the BWCs should remain on continuously until the Employee reasonably believes that the Employee's direct participation in the incident is complete or the situation no longer fits the statutory criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing, during discussions when civilians are not present, or when inside a jail with a functioning camera system. Other examples of when the recording may be deactivated include:

- A. When the Employee is working undercover.
- B. When there is a long break in the incident when civilians are not present.
- C. When an individual is a confidential informant.
- D. When personal information is being relayed that is not case related.
- E. When discussing administrative, tactical or management issues when civilians are not present.
- F. Presence of a suspected explosive device. Many BWC, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

- G. If a supervisor is required to obtain a Public Safety Statement related to an OIS or significant use of force incident, the supervisor shall ensure their BWC, as well as the BWC of the involved officer(s), is not recording to prevent compelled information from accidentally being provided to the Independent Investigation Team. Exceptions may occur when recording has commenced, and a prohibition (see below) situation follows.

06.07.120 PROHIBITED USE OF BODY WORN CAMERAS

Employees are prohibited from using department issued BWCs and recording media for personal use and are prohibited from making personal copies of recordings created while on duty or while acting in their official capacity.

Employees are also prohibited from retaining recordings of activities or information obtained while on duty. Employees shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the department. Using a secondary recording device such as video camera, cell phone, or other device to record or capture BWC or ICV footage is strictly prohibited.

Employees are prohibited from using personally owned recording devices while on-duty without the express consent of the Chief of Police. Any Employee who uses a personally owned BWC for department related activities shall comply with the provisions of this policy, including retention and release requirements, and should notify the on-duty supervisor of such use as soon as reasonably practicable.

Recordings shall not be used by any Employee for the purpose of embarrassment, harassment or ridicule.

BWCs shall not be used to gather intelligence information based on First Amendment protected speech, associations, or religion, or to record activity that is unrelated to a response to a call for service or a law enforcement or investigative encounter between an Employee and a member of the public.

Audio or video recording devices shall not be used in Department locker rooms, restroom or any other intimate places where there would be a reasonable expectation of privacy.

Employees shall not intentionally record confidential informants or undercover officers unless the recording is conducted specifically for the purpose of documenting an operation, drug purchase/sale or other undercover operation in furtherance of a criminal investigation.

While in the jail, unless for an in-progress call for service. Transferring custody of a suspect to jail staff is not considered an in-progress call for service. For this section, the jail sallyport will not be considered part of the jail. Recording should end at the point of entering the secured booking area.

Should time and safety permit, the Employee should state the reason for the determination not to record. The BWC shall not be used to record:

1. Anything not involved with official duties.
2. Communications with other police personnel while not on a call.
3. Communications with undercover officers or confidential informants.
4. While on break or otherwise engaged in personal activities.

5. While in the interior of a medical, mental health, domestic violence shelter, counseling or therapeutic facility unless investigating a call for service. An example of this may include recording of an investigation of a crime committed at the facility, the drawing of blood at a facility following a DUI arrest or taking a statement from a suspect, witness or victim while inside the facility.
6. While inside the police station, except for taking law enforcement actions such as: conducting interviews, taking an in-person report, processing a DUI, or guarding an in-custody person. The Employee should announce they are recording as they enter the station.
7. Any privileged conversations, e.g., attorney-client, peer support or labor-privileged conversations.
8. During community policing activities where no law enforcement action is anticipated, e.g., Shop with a Cop, National Night Out, Police Activities League events, unless required to undertake law enforcement action.
9. Department Employees are prohibited from surreptitiously or overtly recording any employee of the Department or any other person in a manner inconsistent with this policy. It is understood that cameras will record the activity of other employees during calls for service.
10. Department Employees may not use BWCs for non-work-related purposes or otherwise operate the BWC outside their legitimate law enforcement duties.

06.07.130 DISCRETIONARY RECORDING, MUTING, AND STEALTH MODE

Employees may determine not to record sensitive communications that include law enforcement intelligence information or tactical planning. If these sensitive communications occur mid-call, should time and safety permit, the Employee should state the reason for the determination not to record. The Employee shall turn the BWC back on when these conversations are over, unless there is another approved exception to keep it off.

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

When consideration and respect for a person's privacy or dignity outweighs the need to record an event. Examples may include death notifications, child forensic interview, sexual assault victim interviews or a person's cultural or religious objections to being recorded. With a Supervisor's approval.

An Officer may de-activate the illumination lights, audio prompts, and haptic feedback portion of the BWC (Stealth Mode) during an incident where tactical operational procedures are being employed and the illumination of the lights may inhibit an officer's safety during the procedures.

Before deactivating a BWC during a call, and if the circumstances permit, the Employee should document the reason for stopping the recording on camera before deactivation.

06.07.140 END OF SHIFT RESPONSIBILITIES

Employees shall, prior to the end of their shift, or as soon as practicable, follow the protocol to label, categorize and upload videos to the storage system. Additionally, Department Employees shall upload their BWC footage during their shift if the BWC storage capacity is reaching its limit.

- A. All BWC footage shall be uploaded prior to the end of shift.
- B. Department Employees unable to complete these end-of-shift responsibilities will notify a supervisor prior to leaving for the day and will complete the process at the beginning of their next regular or overtime shift, whichever occurs first.
- C. Employees will place the BWC into the Evidence Transfer Manager (ETM) for charging and uploading of all stored media to evidence.com. The BWC will not be removed from the ETM until the media has been fully uploaded and the battery is fully recharged.

06.07.150 SUPERVISOR RESPONSIBILITIES

When an incident arises that requires the immediate retrieval of BWC media for chain of custody purposes (including, but not limited to: serious crime scenes, officer-involved shootings, Critical Incidents or other incidents or events as determined by policy/supervision) a supervisor will respond to the scene and ensure the BWC remains affixed to the Employee in the manner it was found and that the BWC data remains uncompromised. Through direct and uninterrupted supervision, the supervisor is responsible for the care and custody of the BWC until it has been removed and secured by the lead investigator.

When an incident arises that requires the immediate retrieval of the BWC, Supervisor will be responsible for ensuring that all BWC media is properly categorized.

Supervisors are required to review BWC media under the following circumstances and/or when the following reports are generated:

- A. Any incident that requires an administrative review.
- B. The supervisor is investigating a specific act of officer misconduct.
- C. The officer has been placed on a performance improvement plan to address identified behavioral deficiencies, to review specific identified performance concerns.

Requests to review BWC video recordings outside of these parameters must be approved by a Lieutenant or higher rank.

Nothing included above is meant to limit or restrict the Departments' review as part of an official investigation. Documentation will include whether the BWC video recording media was reviewed and a synopsis of what is contained in the video footage.

When a supervisor is notified of a malfunctioning camera, the supervisor will ensure that the camera is operational prior to deploying the camera. If the supervisor is unable to deploy the camera, the BWC Administrator will be notified.

All supervisor with the rank of Sergeant or higher will have access to view BWC media in evidence.com, except for cases that have restricted access. All viewing of the BWC media in evidence.com is documented in an online audit trail.

06.07.160 REQUIRED DOCUMENTATION OF USE OF BODY WORN CAMERA

Employees shall document in their police report anytime they operated a BWC during the incident. In situations where no police report is needed, Department members shall indicate through Computer Assisted Dispatching (CAD) notes they operated a BWC during the call/incident.

06.07.170 REPORT WRITING

An incident recorded on the BWC is not a substitute for a complete and thoroughly written police report. In situation that require an employee to write a police report, the employee may not use the BWC video as a substitute for, or basis to abbreviate, their documentation of the incident.

06.07.180 UNAUTHORIZED USE OF BODY WORN CAMERAS AND VIDEO

All Department Employees, including commissioned and non-commissioned personnel, shall abide by the policies and procedures related to the use of BWCs and BWC video as set forth in this policy.

- A. Employees may not use BWCs for non-work-related purposes or otherwise operate the BWC outside their legitimate law enforcement duties.
- B. All BWC videos are the property of the Department. Dissemination outside of the Department is strictly prohibited, except as required by law. Any dissemination outside this policy is not permitted without the consent of the Chief of Police.
- C. Employees are prohibited from accessing stored camera data, except for legitimate law enforcement purposes, including authorized review as described in this policy.

06.07.190 SECURITY RULES TO PROTECT DATA

The Department will utilize industry practices to ensure the safe and secure storage of all data collected for body-worn and vehicle-mounted cameras.

06.07.200 DOWNLOADING OF VIDEO DATA

The only personnel allowed to download BWC videos will be Records Supervisor /Public Disclosure staff, IT staff, The Chief or Lieutenant for administrative investigation purposes, Sergeants and Lieutenant for case investigation and training purposes. When a video is downloaded, the employee conducting the download will note in the system the purpose for the download and where the video will be maintained, if possible. Should an employee need to download a video for reasons not listed above, the Chief of police shall be consulted.

06.07.210 REVIEW OF BODY WORN CAMERA VIDEO

- A. Employees may review their own BWC video at any time in accordance with this policy. When preparing written reports, Employees should review their recordings as a resource. However, Employees shall not retain personal copies of recordings.
- B. Recordings may be reviewed by individuals other than the recording officer in any of the following situations:
 - 1. Reviews conducted when the department receives an Internal or citizen complaint.
 - 2. Supervisors/Investigators conducting internal affairs investigations, complaints, vehicle pursuit, vehicle collision, After-Action Reports, Use of Force reviews, training reviews, or reports of meritorious conduct.
 - 3. By Employees prior to completing their reports, or providing a statement pursuant to an internal affairs or criminal investigation, subject to the following:
 - a. Involved and witness employees in a use of force investigation will be provided with and allowed to review relevant BWC footage before any interview, answering questions, or writing reports. The BWC footage viewed by the involved and witness employees should show actions, items, or other relevant factors the employee could

have seen from their vantage point and could have been used in deciding to use force against an individual(s) at the time of the incident.

- b. During an officer Involved Shooting or Use of Force incident that results in significant bodily injury or death, the supervisor or their designee of an employee wearing a BWC will obtain and lock any relevant BWC footage of these incidents.
- c. All employees in any administrative investigation will be allowed to view all footage of the incident prior to any interview or answering questions related to any administrative investigation.
- d. Review of the BWC video shall be related to the specific complaint(s) and not used as the basis to randomly search for other possible violations. Discovery of other violations during this review shall require the supervisor to articulate the purpose of expanding the scope of the review. Inadvertent discovery of policy violations (e.g., those defined as violations that would amount to crime, excessive force, or retaliation/discrimination/biased-based policing, etc.) noted during the review, but not mentioned in the complaint, shall be addressed at the appropriate level in accordance with just cause and progressive discipline consistent with the Collective Bargaining Agreement. Non-compliance with this policy is a policy violation subject to the appropriate level of discipline.

Inadvertent discovery of minor policy violation (e.g, rudeness, procedural violations, etc.) should not be the basis of disciplinary action and may be addressed through appropriate corrective action. Any disagreement about the processing of these violations shall be handled between the Chief of Police and the Collective Bargaining Unit's President or Representative.

The purpose of the BWC program is not to manage Employee performance by randomly searching through videos for non-legitimate reasons. The department commits to not randomly searching through BWC videos generally, each review of a video should be tied to a specific business reason that shall be documented.

Recorded files may also be reviewed:

- A. Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- B. By media personnel with permission of the Chief of Police or authorized designee.
- C. By technical support staff to assess the proper functioning of the BWCs.
- D. In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.
- E. By City of Ridgefield legal representatives who represent the city in an official matter, such as an administrative investigation, lawsuit, or criminal investigation.
- F. By an employee's legal representative and bargaining unit representative representing the employee in an administrative or criminal investigation.
- G. Training - Recordings may be reviewed for training purposes. Prior to any recordings being used for training purposes, notification will be made to all involved employees. If an employee objects to a recording being shown, they will submit a memo to the Chief of Police documenting their objection. The Chief of Police will determine whether other training resources exist that serve the same purpose. Only in unique circumstances should a recording be used after it was objected by the officers involved.

- H. Specific acts showcasing the Department that reflect positively on the Department may be of interest to the public and may be made available to the media or city PIO.

All recordings should be reviewed by the Records supervisor assigned to public disclosure prior to public release (see the Records Maintenance and Release Policy). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.

06.07.220 IDENTIFICATION AND PRESERVATION OF RECORDINGS

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

An employee should transfer, tag or mark recordings when the Employee 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 complaint, 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 officer or confidential informant.

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

06.07.230 BWC ADMINISTRATOR RESPONSIBILITIES:

The BWC System will be administered by a department assigned BWC Administrator or their designee. They are responsible for the following:

- A. Ensuring that Employees are trained in the use of the BWC system and equipment prior to issuance.
- B. Ensuring that the BWC System / Portable video equipment meets the standards and requirements of the Department.
- C. Providing technical support for malfunctioning BWC / Portable video recording equipment and facilitate all warranty repairs with the vendor.
- D. Evidence Requests submitted by a prosecuting authority.
- E. Redacting BWC media.
- F. Providing BWC media to Records staff following an approved open records request.
- G. For all media not deleted through assignment of a retention time, a department designated Employee will be responsible for disposing of BWC media through the normal disposition of records in accordance with Washington's retention schedule.
- H. An audit of all BWC media to ensure it is categorized and the retention schedule is applied. Any uncategorized media that is identified will require notification of the Employee and the Employee's immediate supervisor in writing.
- I. Establishing procedures for the security, storage and maintenance of data and recordings.
- J. Establishing procedures for accessing data and recordings.

- K. Establishing procedures for logging or auditing access.
- L. Establishing procedures for transferring, downloading, tagging or marking events.
- M. To ensure that this policy is in compliance with applicable local, state, and federal laws, court rulings, and that it meets the needs of the Department, the BWC program manager will periodically review and evaluate the Body Worn Camera policy and program.

06.07.240 RETENTION OF RECORDED MEDIA FILES

BWC recordings and media shall be maintained in accordance with the applicable Washington State Records Retention Schedule, and consistent with Department and City of Ridgefield retention schedules and Policy.

Any BWC video known to have captured a unique or unusual activity from which litigation or criminal prosecution is expected or likely to result must be retained until the matter is resolved and any appeals process has been exhausted. This includes but is not limited to: videos related to a criminal investigation that resulted in the arrest or referral of charges; any video which depicts the use of force; videos related to a complaint submitted to the Department; and videos for which the Department has received a litigation hold or notice to preserve evidence. All such videos must be retained until any litigation's conclusion and the appeals process' exhaustion. Videos marked with indefinite retention will be assessed annually to evaluate whether the required retention has been satisfied.

Accidental Activation and Deletion procedures – An Employee may inadvertently/accidentally record themselves or others. These inadvertent/accidental recordings typically do not meet the statutory definition of a public recording (as defined in RCW 40.14.010) because they are not made "in connection with the transaction of public business" and, as such, may be deleted. In the event of an accidental activation of the BWC, the involved employee may request the BWC video in question be deleted by submitting a written request by email, including the date and time of the inadvertent/accidental recording through their chain of command to the Chief of Police or their designee. If approved, the actual deletion requires two-party authorization. One of those parties will be the Chief of Police or designee and the other party will be the Records Section supervisor.

Employee shall not intentionally tamper with, alter or delete the video. This does not apply to personnel tasked with system maintenance who purge videos under established guidelines or redact them as part of their duties.

06.07.250 RELEASE OF BODY WORN CAMERA VIDEO

- A. For Criminal Justice Purposes: BWC videos which have been shared with the Prosecuting Attorney's Office may be accessed for criminal discovery purposes directly by Prosecuting Attorney/ City Attorneys, who have an account in the video cache system. Prosecutors will be able to locate the existence of a BWC video by its reference in the police report and/or CAD notes and a search for videos relating to pending cases, by inputting the Law Enforcement incident report number into the system. Discovery of BWC videos to the defense bar shall be made through the prosecutor.
- B. Other Law Enforcement Agencies: BWC video may be shared to other law enforcement agencies for Law Enforcement related purposes.
- C. To the Public: BWC videos will be available through public records requests under RCW 42.56. A request for body-worn camera recordings must specifically identify a name of a

person or persons involved in the incident; provide the incident or case number; provide the date, time and location of the incident or incidents; or identify the law enforcement officer involved in the incident or incidents RCW 42.56.240(14)(d).

1. The Department's Records Supervisor and/or designee (responsible for Public Disclosure) should process public records requests for BWC videos. The release of any public record involving BWC footage will include a notation to the requestor of such information that the frame rate/recording speed of any such video may not necessarily capture all segments of an event nor provide a sharp or clear image of the recorded event. Before release, videos from the BWCs will be reviewed and redacted by the Records unit and will be consistent with statutory exemptions under state and federal law, including but not limited to the Washington Public Records Act RCW 42.56; the Juvenile Justice Act RCW 13.50; the Washington State Criminal Records Privacy Act RCW 10.97; RCW 9.73.090; and other statutes which govern the confidentiality of records. A requesting party may be required to pay reasonable costs to redact BWC videos. RCW 42.56.240(14)(e)(f).
2. The Records unit may provide third-party notification to allow any person whose privacy may be impacted by the release of a BWC video time to file a petition for injunctive relief.
3. The Records Unit may release BWC videos and compilations to the PIO or public, once the videos have been reviewed and redacted per RCW.
4. The Chief of Police may direct BWC videos to be released at their discretion, non-contrary to any mandatory confidentiality laws.
5. Community members shall only be permitted to view BWC videos recordings in the above instances.
6. Officer Involved Shooting / In-Custody Death Cases.
 - a) BWC Administrator will provide copies of relevant videos to the Independent Investigation Team (IIT), in coordination with the IIT Liaison and/or the Office of Independent Investigation (OII).
 - b) Access to review but not copy or download will be provided to the involved Officer's legal counsel and/or bargaining unit representative pursuant to section 6.07.210 - Review of Body worn camera video.
 - c) Release to the public will be at the discretion of the Chief of Police.

06.07.260 CAMERA FUNCTION AND QUALITY CONTROL

The Lieutenant may conduct Quarterly random audits and review of BWC video to assess equipment functionality, compliance with Records Management requirements, CJIS requirements and general compliance with Axon Performance best practices. The intent of these audits is not to look for policy violations. Minor violations randomly discovered during these audits may be referred to their direct supervisor for discussion. Major violations randomly discovered during these audits may result in a referral for additional inquiry, in accordance with department policy.

- e. An Excel formula (AXON) will be used to select 5 random PSNs from a list of all current enforcement employees.

- f. A random video (if available) from each randomly generated PSN will be forwarded to the Lieutenant for review.
- g. The Lieutenant, or their designee, will add verbiage into the Notes section of each video reviewed as to whether the video showed either compliance/non-compliance with the listed systems.
- h. Each video reviewed will have a "Tag" applied which states the calendar year and quarter, ex. "2025 Q1".

06.07.270 BODY WORN CAMERA LIMITATIONS

BWC recordings provide only a two-dimensional perspective with limited vantage points of an incident. Consequently, no Employer will ever rely solely upon the review of video recordings as the basis for discipline against an Employee. Instead, the Department shall review and consider all available evidence (including witness statements, employee interviews, forensic analysis, documentary evidence, etc.) before imposing discipline against an Employee.

06.07.280 PRE-EVENT RECORDING OR BUFFERING

Pre-event recording, or buffering, is a feature that allows the BWC to capture footage for a pre-determined amount of time prior to the activation of the camera (e.g., the period the camera records to memory before the camera is turned on). The BWC will be configured to have a pre-event buffering mode which will capture the most recent 30 seconds of video prior to the Employee's activation of their body camera.

06.07.290 IMPLEMENTATION AGREEMENT

The parties agree that implementing and wearing Body-Worn Cameras is a mandatory subject to bargaining. Any changes to the Body-Worn Camera policy shall be developed jointly between the affected labor organization and the Chief of Police. However, nothing in this section should be construed as preventing the addition or removal of language regarding Body-Worn Cameras based upon a change in State or Federal Law.

Cathy Doriot, Chief of Police
Creation Date: 12/18/2024
Revision Date:

06.08

Vehicle-Mounted Cameras

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The purpose of this policy is to establish guidelines and procedures for the vehicle-mounted cameras (VMC) operated by the Ridgefield Police Department. These procedures address safety concerns, legal use of the equipment, and the care and preservation of the recorded evidence. This equipment is designed to enhance the ability of this office to accurately document events, conditions, and statements made during law enforcement contacts and incidents. VMCs are a valuable tool for promoting transparency in law enforcement by recording community member contacts with law enforcement. Video/audio footage produced by VMCs may be used as evidence in civil or criminal investigations, reviewed administratively for employee compliance with Agency policies (as set forth below), used as a tool in law enforcement training, and utilized as a reference in incident documentation.

06.08.020 POLICY

The Department intends to use VMCs to effectively document in-person (non-telephonic) law enforcement-related community contacts. The Department recognizes personnel utilizing VMCs may

also be using a body-worn camera (BWC) and as such portions of this policy may directly reflect Department Policy 06.07. Employees shall activate the VMC when such use is appropriate, as defined by this policy, sections 06.08.060 Employee Responsibilities and 06.08.080 When to Record. Simultaneously, this policy takes legitimate individual privacy interests into account. This program or policy will not utilize facial, voice, language, or any other biometric recognition software without legal authorization or collective bargaining.

06.08.030 DEFINITIONS

- A. Activation - The process that turns on the camera and causes it to record or store audio and video data. Activation can be manual, through the officer's actions, or automated, through camera features in certain conditions.
- B. Advisement – Statement made by an Employee that a communication, conversation, or interaction with a citizen is being recorded.
- C. BVCOU – Body and Vehicle Camera Operations Unit (BVCOU), a unit within the RPD Department with employees trained in the operations, use, and maintenance of body and vehicle cameras. BVCOU personnel know the methods and procedures related to the duplication, storage, retention, evidentiary procedures, and retrieval of body and vehicle-mounted camera videos and video forensics for court proceedings and public disclosure.
- D. Camera LED Lights – During normal operation the VMC uses LED lights to show the camera status.
- E. Camera Videos - Recorded media consisting of audio-video signals recorded and digitally stored on a storage device or portable media.
- F. Employee – In this policy, the employee refers to any Ridgefield Police Department (RPD) Officer, regardless of rank or commissioned/non-commissioned status.
- G. Involved officer – Any officer who used or directed the use of force.
- H. Law Enforcement Function- Any action which may only be performed by a person having the legal authority of a law enforcement officer.
- I. Mute Mode – Disabling the audio recording while actively recording video.
- J. Pre-Event Recording (Buffering) – Video recall function which stores video (no audio) recordings on an ongoing loop for specified time.
- K. Retention of Video – Retention of the video refers to how long a video captured on a vehicle-mounted camera is kept or retained by RPD the Department. A video is maintained according to the applicable retention schedule.
- L. Social Contact - An encounter with a citizen with no criminal or investigative purpose, e.g., stopping to say hello to someone or interacting with the public during community events.
- M. Stealth Mode – Turning off the VMC LED lights, sounds (audio prompts), and vibrations (haptic feedback).

- N. Surreptitious Recording – A recording made without the knowledge of one or more parties to a conversation or communication violates the Washington Privacy Act, Chapter 9.73 RCW.
- O. Vehicle-mounted camera – A system that captures audio and video signals in a police department patrol vehicle.
- P. Witness Employee – An Employee who observed or has firsthand knowledge of the events surrounding an in-custody death or the use of force by another officer and did not use physical force. Additionally, this refers to an employee who observes or has firsthand knowledge of the events surrounding an Employees direction to another to use force.

06.08.040 ADVISEMENT - WHEN REQUIRED

Conversations between uniformed employees and community members during official duties are not recognized as private conversations under Washington State law and, therefore, generally do not require advisement that the interaction is being recorded. The exceptions to this are traffic stops and custodial interrogations conducted inside the vehicle.

- A. Employees conducting traffic stops while equipped with a VMC and/or BWC shall notify the occupants that an audio and video recording is occurring. This statement should be given at the beginning of the contact, absent an emergent situation, and captured on the recording.
- B. In situations where a community member is a non-English speaker, has limited English proficiency, or where the person is deaf or hard of hearing, Officers will use an interpreter service to communicate recording advisement when safe to do so.
- C. Nothing in this policy precludes an employee from advising a community member that they are being recorded. Employees must answer truthfully if a community member asks if an officer is recording the event.
- D. If the video equipment is deactivated during a contact prior to the end of the contact, the employee shall document the reason for the deactivation.

06.08.050 TRAINING

Before operating a VMC, Employees must complete agency authorized VMC training. This training, at minimum, will include the following:

- A. Department VMC policy.
- B. System preparation and operation.
- C. Procedure for uploading and labeling recorded data.

Updated training will occur based on audit reviews, statutory requirements, or identified deficiencies.

Thereafter, training will be provided at periodic intervals to ensure, among other things, the continued effective use of the equipment, proper calibration, and performance, and to incorporate changes, updates, or other revisions in policies or equipment (RCW 10.109.010).

06.08.060 EMPLOYEE RESPONSIBILITIES

- A. Inspection - Employees that operate a vehicle equipped with a VMC shall inspect their VMC at the start of every shift. Equipment malfunction discovered during this inspection, or any other time shall be reported to their supervisor, who will arrange repair as soon as possible.
- B. Employees shall verify that the VMC is positioned and adjusted properly to record enforcement related incidents from within the vehicle.

06.08.070 REQUIREMENT TO USE VMC

This policy intends to ensure Department Employees who operate a vehicle equipped with a VMC, shall use the systems to record enforcement observations and actions as observed from within the patrol vehicle as outlined in section 06.08.080 When to Record.

- A. Privately owned VMCs or recording with privately owned equipment is not permitted.

06.08.080 WHEN TO RECORD

When operating a vehicle equipped with a VMC system, officers shall activate the VMC, when circumstances and officer safety permit, in any of the following situations:

- A. Upon activation of the emergency vehicle lighting as configured by the Department. However, nothing in this policy prohibits the Employee from activating the camera earlier.
- B. As soon as practical upon deciding to engage in any self-initiated law enforcement activity which could be captured on an in-car video system.
- C. Specific situations include, but are not limited to:
 - 1. Code 2 or Code 3 driving
 - 2. Vehicle pursuits
 - 3. Reckless / Negligent Driving Observations
 - 4. DUI Observations
 - 5. Victim, witness, and suspect interviews when conducted inside a patrol vehicle.
 - 6. Vehicle stops, including traffic violations, when possible.
 - 7. When transporting any subject
 - 8. Employees may activate the audio and/or front-facing camera if circumstances warrant. Once the audio recording has begun, it must remain on for the duration of the event.
 - 9. Stranded motorist assistance
 - 10. At the request of a citizen when doing so would not violate the prohibitive sections of this policy, section 06.08.100 Recording Prohibited.
 - 11. Except prohibited recordings (06.08.100), employees may, at their discretion, activate their VMC whenever they determine it would be beneficial to capture an event or activity.
- A. If circumstances prevent an employee from activating their VMC at the start of an event, the employee will activate the VMC as soon as practicable. Nothing in this policy should be interpreted as placing the VMC activation over the safety of an employee or community member.
- B. Remote VMC activation is not authorized for any purpose under this policy and will not be employed. The prohibition on remote activation does not include automated activation through signal sidearm, signal vehicle, or signal CEW.
- C. Live Feed activation or live streaming will not be activated except with the approval of a supervisor and in the following limited circumstances:
 - 1. When previously identified employees, prior to deployment in the field and with knowledge they will be livestreaming are tasked with gathering intelligence during a civil unrest/riot/protest response, such information is solely used for the purpose of providing situational awareness information to Command Post personnel.
 - 2. By an on-duty supervisor when status checks or other critical communication is not being received from an employee under their direct supervision who are on calls for service and have the VMC activated, for the purpose of verifying location and employee welfare; or
 - 3. When otherwise requested by the employee using the VMC.

06.08.090 WHEN TO STOP RECORDING

Once activated, the Employee not purposely turn off the VMC until the Employee's involvement in the incident has concluded. The Employee should cease recording when their part of the active investigation is completed and/or there is little possibility that the Employee will have further contact with any person involved in the event. If a supervisor is required to obtain a Public Safety Statement, they will ensure their VMC and the VMC of the involved officers(s) are not recording to prevent compelled information from improperly being provided to the Independent Investigative Team. Exceptions may occur when recording has commenced, and a prohibition (see below) situation follows.

06.08.100 RECORDING PROHIBITED

The VMC shall not be used to record:

- A. Anything not involved with official duties.
- B. Communications with other police personnel while not on a call.
- C. Communications with undercover law enforcement or confidential informants.
- D. While on break or otherwise engaged in personal activities.
 - 1. If a personal call or text is captured on a VMC recording, it may be releasable in response to a PDR or subpoena.
- E. Any privileged conversations, such as attorney-client, peer support, or labor-privileged conversations.
- F. Employees are prohibited from surreptitiously recording any other Employee of the Department or any other person. It is understood that cameras will record the activity of the other Employees during calls for service.
- G. Employees may not use VMCs for non-work-related purposes or otherwise operate the VMC outside their legitimate law enforcement duties.

06.08.110 DISCRETIONARY RECORDING, MUTING, AND STEALTH MODE

- A. It is permissible under this policy for Employees to exercise reasonable discretion to not record events or use stealth mode in the following circumstances:
 - 1. When consideration and respect for a person's privacy or dignity outweighs the need to record an event. Examples may include death notifications, sexual assault victim interviews or a person's cultural or religious objections to being recorded.
 - 2. If a community member objects to being recorded, the Employee may elect to record despite the objection. Since conversations with officers are not considered private under Washington State law, an Employee is not required to turn off the camera for a community member who objects to having the interaction recorded.
 - 3. An Employee may de-activate the illumination lights and audio prompts portion of the VMC (Stealth Mode) during an incident where tactical operational procedures are being employed and the illumination of the lights may inhibit a deputy(s) safety during the procedures.
 - 4. Before deactivating a VMC during a call, and if the circumstances permit, the Employee should document the reason for stopping the recording on camera before deactivation.
- B. Once an audio recording has begun, it is prohibited to mute the audio portion of a VMC recording until the completion of the event. RCW 9.73.090(1)(c).

06.08.120 END OF SHIFT RESPONSIBILITIES

Employees shall, prior to the end of their shift, or as soon as practical, follow the protocol to label, categorize and upload videos to the storage system. Additionally, Employees shall upload their VMC footage during their shift if the VMC storage capacity is reaching its limit.

- A. All VMC footage related to an arrest or use of force shall be uploaded prior to going home. All other footage shall be uploaded within 24 hours.
 - Employees unable to complete these end-of-shift responsibilities will notify a supervisor prior to leaving for the day and will complete the process at the beginning of their next regular or overtime shift, whichever occurs first.
- B. Employees with take-home vehicles will follow the same direction for uploading.

06.08.130 DOCUMENT USE OF THE VEHICLE – MOUNTED CAMERA

Employees shall document in their police report they operated a VMC during the incident. In situations where no police report is needed, Employees shall indicate through Computer Assisted Dispatching (CAD) notes they operated a VMC during the call.

06.08.140 REPORT WRITING

An incident recorded on the VMC is not a substitute for a complete and thoroughly written police report. In situations that require an Employee to write a police report, the Employee may not use the VMC video as a substitute for, or basis to abbreviate, their documentation of the incident.

06.08.150 UNAUTHORIZED USE OF BODY WORN CAMERAS AND VIDEO

All Employees, including commissioned and non-commissioned personnel, shall abide by the policies and procedures related to VMCs and VMC video as set forth in this policy.

- A. Employees may not use VMCs for non-work-related purposes or otherwise operate the VMC outside their legitimate law enforcement duties.
- B. All VMC videos are the property of the Ridgefield Police Department. Dissemination outside of the Ridgefield Police Department is strictly prohibited, except as required by law and under the provisions of Department policy. Any dissemination outside this policy is not permitted without the consent of the Chief of Police or their designee.
- C. Employees are prohibited from accessing stored camera data, except for legitimate law enforcement purposes, including authorized review as described in this policy.

06.08.160 SECURITY RULES TO PROTECT DATA

The Department will utilize industry best practices to ensure the safe and secure storage of all data collected for vehicle-mounted cameras.

06.08.170 REVIEW OF VEHICLE – MOUNTED CAMERA VIDEO

- A. Employees may review their own VMC video at any time in accordance with this policy.
- B. By employee prior to completing their reports, including Use of Force reports, or providing a statement pursuant to an internal affairs or criminal investigation.
- C. All employees in any administrative investigation will be allowed to view all footage of the incident prior to any interview or answering questions related to any administrative investigation.
- D. By any supervisor/investigator conducting an internal affairs investigation or use of force review. A review of the VMC video shall be related to the specific complaint(s)/review(s) and not used as the basis to search for other possible violations randomly. Discovery of other allegations during this review shall require the supervisor to articulate the purpose of expanding the scope of the study. Inadvertent discovery of certain policy violations (e.g., defined as those violations that would amount to a crime, excessive force, or retaliation/discrimination/biased-based policing) noted during this review but not mentioned

in the complaint shall be addressed by Department Policy. Inadvertent discovery of all other policy violations (such as rudeness or procedural violations) shall not be the basis of disciplinary action and may be addressed through appropriate corrective action. Any disagreements about processing these violations shall be handled between the Chief of Police or their designee and the collective bargaining unit's president or representative.

- E. Recordings may be reviewed by individuals other than the recording Employee in any of the following situations:
1. By technical support staff to assess the proper functioning of VMCs.
 2. By Public Information Officer, PIO.
 3. By the Prosecutors.
 4. By a department detective or officer, with the approval of a supervisor participating in a criminal investigation providing the requested recording is specific to that investigation.
 5. By legal counsel and/or bargaining unit - representation representing an officer in a critical incident prior to providing a statement pursuant to an administrative query.
 6. Training – Recordings may be reviewed for training purposes. Prior to any recordings being used for training purposes, the Lieutenant will notify all involved officers. If an involved officer objects to showing a recording, they will submit a department memo to the Chief of Police documenting their objection. The Chief of Police will determine whether other training resources exist that serve the same purpose. Only in unique circumstances should the recording be used after approval through the employee's chain of command and the Chief of Police or designee. Inadvertent discovery of minor policy violations shall not be the basis of disciplinary action.
 7. By an Employee's legal representative and bargaining unit representative representing the employee in an administrative or criminal investigation.
 8. By the City's legal representative and bargaining unit representative who represents the City in an official matter, such as an administrative investigation, a lawsuit, or a criminal investigation.
 9. Under a subpoena or public records request.
 10. Specific acts showcasing the that reflect positively on the Department may be of interest to the public and are to be made available to the media, the public and/or Department Employees.

06.08.180 DOWNLOADING OF VIDEOS

The only personnel allowed to download VMC videos will be BVCOU staff, Public Disclosure staff, City IT staff as assigned by the Ridgefield Police Department, Internal Affairs Unit (IA) staff for administrative review/investigation purposes; Detectives for criminal investigative purposes; Digital Forensic Analyst, Communications Manager, PIO, and Financial Services (Risk) Manager for tort claims and civil litigation, or internal/external communication purposes; and the Training Sergeant for training. When a video is downloaded, the employee conducting the download will note in the system the reason for the download and where the video will be maintained, if possible. Should any employee need to download a video for reasons not listed above, the Lieutenant must be consulted.

06.08.190 RETENTION OF VEHICLE – MOUNTED CAMERA VIDEO

- A. Any vehicle mounted camera video known to have captured a unique or unusual activity from which litigation or criminal prosecution is expected or likely to result will

be marked for indefinite retention. This includes but is not limited to: videos related to a criminal investigation that resulted in an arrest or referral of charges; any video which depicts the use of force; videos related to a complaint submitted to the agency; and videos for which the Department has received a litigation hold or notice to preserve evidence. All such videos must be retained until any litigation's conclusion and the appeals process's exhaustion. Videos marked with indefinite retention will be assessed annually to evaluate whether the required retention has been satisfied.

- B. Employees will follow prescribed protocols to label videos with the incident (ID) number and category; VMC videos will be retained consistent with the retention schedule applicable to the case type. Employees will add a Content Warning to videos which contain graphic content.
- C. All videos are retained in Evidence.com. Relevant VMC footage related to any administrative investigation will be referenced in the IA investigative report, with the approximate location (date/time stamp) of the relevant video footage cited.
- D. Videos created for system testing or training on the use and functionality of cameras will be retained for 90 days and then deleted.
- E. All other VMC videos shall be retained in the system for six months and then deleted.
- F. Accidental Activation – An Employee may inadvertently/accidentally record themselves or others. These inadvertent/accidental recordings typically do not meet the statutory definition of a public recording (as defined in RCW 40.14.010) because they are not made "in connection with the transaction of public business" and, as such, may be deleted. In the event of an accidental activation of the VMC, the resulting employee may request the VMC video in question be deleted forthwith by submitting a written request by email, including the date and time the inadvertent/ accidental recording through their chain of command to the BVCOU Supervisor or designee. The Chief of Police or designee shall approve or deny the request and forward the decision to the Department Public Disclosure Supervisor.
- G. Employees shall not intentionally tamper with, alter, or delete the video. However, this does not apply to personnel tasked with system maintenance who purge videos under established guidelines or redact them as part of their duties.

06.08.200 RELEASE OF VEHICLE – MOUNTED CAMERA VIDEOS

- A. For Criminal Justice Purposes: VMC videos which have been shared with the Prosecuting Attorney's Office may be accessed for criminal discovery purposes directly by Prosecuting Attorneys / City Attorneys, who have an account in the video cache system. Prosecutors will be able to locate the existence of a VMC video by its reference in the police report and/or CAD notes and a search for videos related to pending cases by inputting the law enforcement incident report number into the system. Discovery of VMC videos to the defense bar shall be made through the prosecutor.
- B. Other Law Enforcement Agencies: VMC video may be shared to other law enforcement agencies for law enforcement related purposes.

C. To the Public: VMC videos will be available through public records requests under RCW 42.56. RCW 9.73.090(1)(c) prohibits public disclosure of VMC videos during pending litigation arising from the recorded events except to the parties involved in the litigation. VMC videos may only be disclosed to the public after final disposition of the litigation.

1. Department Public Disclosure Supervisor or designee should process public records requests for VMC videos. The release of any public record involving VMC footage will include a notation to the requestor of such information that the frame rate/recording speed of any such video may not necessarily capture all segments of an event nor provide a sharp or clear image of the recorded event. Before release, videos from VMCs will be reviewed and redacted by the PDR Unit or BVCOU and will be consistent with statutory exemptions under state and federal law, including but not limited to the Washington Public Records Act RCW 42.56; the Juvenile Justice Act RCW 13.50; the Washington State Criminal Records Privacy Act RCW 10.97; RCW 9.73.090; and other statutes which govern the confidentiality of records.
2. The Public Disclosure Supervisor or designee may provide third-party notification to allow any person whose privacy may be impacted by the release of a VMC video time to file a petition for injunctive relief.
3. The Communications Manager, Digital Forensic Analyst, or PIO may release VMC videos and compilations to the public unless there is active, pending litigation arising from the recorded events. They should consult the Public Disclosure Supervisor to remove material that is exempt from release or otherwise confidential.
4. The Chief of Police may direct VMC videos to be released at their discretion, non-contrary to RCW 9.73.090(1)(c).
5. Community members shall only be allowed to view VMC camera recordings in the above instances.

D. Officer Involved Shooting / In-Custody Death Cases.

06.08.210 GPS ASSOCIATED WITH VEHICLE – MOUNTED CAMERA

In the event GPS or other location capabilities (hereinafter "GPS") are available with the VMC, the GPS will not be randomly reviewed or used for disciplinary purposes but may be used for operational reasons for deputy safety, public safety, or efficient deployment of the resources.

06.08.220 VEHICLE – MOUNTED CAMERA LIMITATIONS

VMC recordings provide only a two-dimensional perspective with limited vantage points of an incident. Consequently, no supervisor/manager will ever rely solely upon the review of video recordings as the basis for discipline against an employee. Instead, the Agency shall review and consider all available evidence (including witness statements, employee interviews, forensic analysis, documentary evidence, etc.), before imposing discipline against an Employee.

06.08.230 PRE-EVENT RECORDING

Pre-event recording is a feature that allows the VMC to capture footage for a pre-determined amount of time prior to the activation of the camera (e.g., the period the camera records to memory before the camera is turned on). The agreed-upon pre-event recording time between the respective labor parties and Chief of Police for this policy will be 30 seconds without audio.

Cathy Doriot, Chief of Police

Creation Date: 12/11/2024

Revision Date:

RCW 10.109.010 Policies. (1) A law enforcement or corrections agency that deploys body worn cameras must establish policies regarding the use of the cameras. The policies must, at a minimum, address:

(a) When a body worn camera must be activated and deactivated, and when a law enforcement or corrections officer has the discretion to activate and deactivate the body worn camera;

(b) How a law enforcement or corrections officer is to respond to circumstances when it would be reasonably anticipated that a person may be unwilling or less willing to communicate with an officer who is recording the communication with a body worn camera;

(c) How a law enforcement or corrections officer will document when and why a body worn camera was deactivated prior to the conclusion of an interaction with a member of the public while conducting official law enforcement or corrections business;

(d) How, and under what circumstances, a law enforcement or corrections officer is to inform a member of the public that he or she is being recorded, including in situations where the person is a non-English speaker or has limited English proficiency, or where the person is deaf or hard of hearing;

(e) How officers are to be trained on body worn camera usage and how frequently the training is to be reviewed or renewed; and

(f) Security rules to protect data collected and stored from body worn cameras.

(2) A law enforcement or corrections agency that deploys body worn cameras before June 9, 2016, must establish the policies within one hundred twenty days of June 9, 2016. A law enforcement or corrections agency that deploys body worn cameras on or after June 9, 2016, must establish the policies before deploying body worn cameras. [2018 c 285 s 2; 2016 c 163 s 5.]

Finding—Intent—2016 c 163: See note following RCW 42.56.240.

RCW 42.56.240 Investigative, law enforcement, and crime victims. (Effective until January 1, 2025.) The following investigative, law enforcement, and crime victim information is exempt from public inspection and copying under this chapter:

(1) Specific intelligence information and specific investigative records compiled by investigative, law enforcement, and penology agencies, and state agencies vested with the responsibility to discipline members of any profession, the nondisclosure of which is essential to effective law enforcement or for the protection of any person's right to privacy;

(2) Information revealing the identity of persons who are witnesses to or victims of crime or who file complaints with investigative, law enforcement, or penology agencies, other than the commission, if disclosure would endanger any person's life, physical safety, or property. If at the time a complaint is filed the complainant, victim, or witness indicates a desire for disclosure or nondisclosure, such desire shall govern. However, all complaints filed with the commission about any elected official or candidate for public office must be made in writing and signed by the complainant under oath;

(3) Any records of investigative reports prepared by any state, county, municipal, or other law enforcement agency pertaining to sex offenses contained in chapter 9A.44 RCW or sexually violent offenses as defined in RCW 71.09.020, which have been transferred to the Washington association of sheriffs and police chiefs for permanent electronic retention and retrieval pursuant to RCW 40.14.070(2)(b);

(4) License applications under RCW 9.41.070, except that copies of license applications or information on the applications may be released to law enforcement or corrections agencies or to persons and entities as authorized under RCW 9.41.815;

(5) Information revealing the specific details that describe an alleged or proven child victim of sexual assault under age eighteen, or the identity or contact information of an alleged or proven child victim of sexual assault who is under age eighteen. Identifying information includes the child victim's name, addresses, location, photograph, and in cases in which the child victim is a relative, stepchild, or stepsibling of the alleged perpetrator, identification of the relationship between the child and the alleged perpetrator. Contact information includes phone numbers, email addresses, social media profiles, and user names and passwords;

(6) Information contained in a local or regionally maintained gang database as well as the statewide gang database referenced in RCW 43.43.762;

(7) Data from the electronic sales tracking system established in RCW 69.43.165;

(8) Information submitted to the statewide unified sex offender notification and registration program under RCW 36.28A.040(6) by a person for the purpose of receiving notification regarding a registered sex offender, including the person's name, residential address, and email address;

(9) Personally identifying information collected by law enforcement agencies pursuant to local security alarm system programs and vacation crime watch programs. Nothing in this subsection shall be interpreted so as to prohibit the legal owner of a residence or business from accessing information regarding his or her residence or business;

(10) The felony firearm offense conviction database of felony firearm offenders established in RCW 43.43.822;

(11) The identity of a state employee or officer who has in good faith filed a complaint with an ethics board, as provided in RCW 42.52.410, or who has in good faith reported improper governmental action, as defined in RCW 42.40.020, to the auditor or other public official, as defined in RCW 42.40.020;

(12) The following security threat group information collected and maintained by the department of corrections pursuant to RCW 72.09.745: (a) Information that could lead to the identification of a person's security threat group status, affiliation, or activities; (b) information that reveals specific security threats associated with the operation and activities of security threat groups; and (c) information that identifies the number of security threat group members, affiliates, or associates;

(13) The global positioning system data that would indicate the location of the residence of an employee or worker of a criminal justice agency as defined in RCW 10.97.030;

(14) Body worn camera recordings to the extent nondisclosure is essential for the protection of any person's right to privacy as described in RCW 42.56.050, including, but not limited to, the circumstances enumerated in (a) of this subsection. A law enforcement or corrections agency shall not disclose a body worn camera recording to the extent the recording is exempt under this subsection.

(a) Disclosure of a body worn camera recording is presumed to be highly offensive to a reasonable person under RCW 42.56.050 to the extent it depicts:

(i) (A) Any areas of a medical facility, counseling, or therapeutic program office where:

(I) A patient is registered to receive treatment, receiving treatment, waiting for treatment, or being transported in the course of treatment; or

(II) Health care information is shared with patients, their families, or among the care team; or

(B) Information that meets the definition of protected health information for purposes of the health insurance portability and accountability act of 1996 or health care information for purposes of chapter 70.02 RCW;

(ii) The interior of a place of residence where a person has a reasonable expectation of privacy;

(iii) An intimate image;

(iv) A minor;

(v) The body of a deceased person;

(vi) The identity of or communications from a victim or witness of an incident involving domestic violence as defined in RCW 10.99.020 or sexual assault as defined in RCW 70.125.030, or disclosure of intimate images as defined in RCW 9A.86.010. If at the time of recording the victim or witness indicates a desire for disclosure or nondisclosure of the recorded identity or communications, such desire shall govern; or

(vii) The identifiable location information of a community-based domestic violence program as defined in RCW 70.123.020, or emergency shelter as defined in RCW 70.123.020.

(b) The presumptions set out in (a) of this subsection may be rebutted by specific evidence in individual cases.

(c) In a court action seeking the right to inspect or copy a body worn camera recording, a person who prevails against a law enforcement

or corrections agency that withholds or discloses all or part of a body worn camera recording pursuant to (a) of this subsection is not entitled to fees, costs, or awards pursuant to RCW 42.56.550 unless it is shown that the law enforcement or corrections agency acted in bad faith or with gross negligence.

(d) A request for body worn camera recordings must:

(i) Specifically identify a name of a person or persons involved in the incident;

(ii) Provide the incident or case number;

(iii) Provide the date, time, and location of the incident or incidents; or

(iv) Identify a law enforcement or corrections officer involved in the incident or incidents.

(e)(i) A person directly involved in an incident recorded by the requested body worn camera recording, an attorney representing a person directly involved in an incident recorded by the requested body worn camera recording, a person or his or her attorney who requests a body worn camera recording relevant to a criminal case involving that person, or the executive director from either the Washington state commission on African American affairs, Asian Pacific American affairs, or Hispanic affairs, has the right to obtain the body worn camera recording, subject to any exemption under this chapter or any applicable law. In addition, an attorney who represents a person regarding a potential or existing civil cause of action involving the denial of civil rights under the federal or state Constitution, or a violation of a United States department of justice settlement agreement, has the right to obtain the body worn camera recording if relevant to the cause of action, subject to any exemption under this chapter or any applicable law. The attorney must explain the relevancy of the requested body worn camera recording to the cause of action and specify that he or she is seeking relief from redaction costs under this subsection (14)(e).

(ii) A law enforcement or corrections agency responding to requests under this subsection (14)(e) may not require the requesting individual to pay costs of any redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of a body worn camera recording.

(iii) A law enforcement or corrections agency may require any person requesting a body worn camera recording pursuant to this subsection (14)(e) to identify himself or herself to ensure he or she is a person entitled to obtain the body worn camera recording under this subsection (14)(e).

(f)(i) A law enforcement or corrections agency responding to a request to disclose body worn camera recordings may require any requester not listed in (e) of this subsection to pay the reasonable costs of redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of the body worn camera recording prior to disclosure only to the extent necessary to comply with the exemptions in this chapter or any applicable law.

(ii) An agency that charges redaction costs under this subsection (14)(f) must use redaction technology that provides the least costly commercially available method of redacting body worn camera recordings, to the extent possible and reasonable.

(iii) In any case where an agency charges a requestor for the costs of redacting a body worn camera recording under this subsection (14)(f), the time spent on redaction of the recording shall not count towards the agency's allocation of, or limitation on, time or costs

spent responding to public records requests under this chapter, as established pursuant to local ordinance, policy, procedure, or state law.

(g) For purposes of this subsection (14):

(i) "Body worn camera recording" means a video and/or sound recording that is made by a body worn camera attached to the uniform or eyewear of a law enforcement or corrections officer while in the course of his or her official duties; and

(ii) "Intimate image" means an individual or individuals engaged in sexual activity, including sexual intercourse as defined in RCW 9A.44.010 and masturbation, or an individual's intimate body parts, whether nude or visible through less than opaque clothing, including the genitals, pubic area, anus, or postpubescent female nipple.

(h) Nothing in this subsection shall be construed to restrict access to body worn camera recordings as otherwise permitted by law for official or recognized civilian and accountability bodies or pursuant to any court order.

(i) Nothing in this section is intended to modify the obligations of prosecuting attorneys and law enforcement under *Brady v. Maryland*, 373 U.S. 83, 83 S. Ct. 1194, 10 L. Ed. 2d 215 (1963), *Kyles v. Whitley*, 541 U.S. 419, 115 S. Ct. 1555, 131 L. Ed.2d 490 (1995), and the relevant Washington court criminal rules and statutes.

(j) A law enforcement or corrections agency must retain body worn camera recordings for at least sixty days and thereafter may destroy the records in accordance with the applicable records retention schedule;

(15) Any records and information contained within the statewide sexual assault kit tracking system established in RCW 43.43.545;

(16)(a) Survivor communications with, and survivor records maintained by, campus-affiliated advocates.

(b) Nothing in this subsection shall be construed to restrict access to records maintained by a campus-affiliated advocate in the event that:

(i) The survivor consents to inspection or copying;

(ii) There is a clear, imminent risk of serious physical injury or death of the survivor or another person;

(iii) Inspection or copying is required by federal law; or

(iv) A court of competent jurisdiction mandates that the record be available for inspection or copying.

(c) "Campus-affiliated advocate" and "survivor" have the definitions in RCW 28B.112.030;

(17) Information and records prepared, owned, used, or retained by the Washington association of sheriffs and police chiefs and information and records prepared, owned, used, or retained by the Washington state patrol pursuant to chapter 261, Laws of 2017; and

(18) Any and all audio or video recordings of child forensic interviews as defined in chapter 26.44 RCW. Such recordings are confidential and may only be disclosed pursuant to a court order entered upon a showing of good cause and with advance notice to the child's parent, guardian, or legal custodian. However, if the child is an emancipated minor or has attained the age of majority as defined in RCW 26.28.010, advance notice must be to the child. Failure to disclose an audio or video recording of a child forensic interview as defined in chapter 26.44 RCW is not grounds for penalties or other sanctions available under this chapter. [2022 c 268 s 31; 2019 c 300 s 1. Prior: 2018 c 285 s 1; 2018 c 171 s 7; prior: 2017 c 261 s 7; 2017 c 72 s 3; prior: 2016 c 173 s 8; 2016 c 163 s 2; prior: 2015 c

224 s 3; 2015 c 91 s 1; prior: 2013 c 315 s 2; 2013 c 190 s 7; 2013 c 183 s 1; 2012 c 88 s 1; prior: 2010 c 266 s 2; 2010 c 182 s 5; 2008 c 276 s 202; 2005 c 274 s 404.]

Effective dates—2022 c 268: See note following RCW 7.105.010.

Retroactive application—2018 c 171 s 7: "Section 7 of this act applies retroactively to all outstanding public records requests submitted prior to March 22, 2018." [2018 c 171 s 8.]

Effective date—2018 c 171: See note following RCW 26.44.188.

Finding—Intent—2017 c 72: See note following RCW 28B.112.030.

Finding—Intent—2016 c 173: See note following RCW 43.43.545.

Finding—Intent—2016 c 163: "The legislature finds that technological developments present opportunities for additional truth-finding, transparency, and accountability in interactions between law enforcement or corrections officers and the public. The legislature intends to promote transparency and accountability by permitting access to video and/or sound recordings of interactions with law enforcement or corrections officers, while preserving the public's reasonable expectation that the recordings of these interactions will not be publicly disclosed to enable voyeurism or exploitation." [2016 c 163 s 1.]

Finding—2013 c 190: See note following RCW 42.52.410.

Severability—Part headings, subheadings not law—2008 c 276: See notes following RCW 36.28A.200.

*Restrictions on dissemination of child forensic interview recordings:
RCW 26.44.187 and 26.44.188.*

RCW 42.56.240 Investigative, law enforcement, and crime victims. (Effective January 1, 2025, until July 1, 2025.) The following investigative, law enforcement, and crime victim information is exempt from public inspection and copying under this chapter:

(1) Specific intelligence information and specific investigative records compiled by investigative, law enforcement, and penology agencies, and state agencies vested with the responsibility to discipline members of any profession, the nondisclosure of which is essential to effective law enforcement or for the protection of any person's right to privacy;

(2) Information revealing the identity of persons who are witnesses to or victims of crime or who file complaints with investigative, law enforcement, or penology agencies, other than the commission, if disclosure would endanger any person's life, physical safety, or property. If at the time a complaint is filed the complainant, victim, or witness indicates a desire for disclosure or nondisclosure, such desire shall govern. However, all complaints filed with the commission about any elected official or candidate for public office must be made in writing and signed by the complainant under oath;

(3) Any records of investigative reports prepared by any state, county, municipal, or other law enforcement agency pertaining to sex offenses contained in chapter 9A.44 RCW or sexually violent offenses as defined in RCW 71.09.020, which have been transferred to the Washington association of sheriffs and police chiefs for permanent electronic retention and retrieval pursuant to RCW 40.14.070(2)(b);

(4) License applications under RCW 9.41.070, except that copies of license applications or information on the applications may be released to law enforcement or corrections agencies or to persons and entities as authorized under RCW 9.41.815;

(5) Information revealing the specific details that describe an alleged or proven child victim of sexual assault under age eighteen, or the identity or contact information of an alleged or proven child victim of sexual assault who is under age eighteen. Identifying information includes the child victim's name, addresses, location, photograph, and in cases in which the child victim is a relative, stepchild, or stepsibling of the alleged perpetrator, identification of the relationship between the child and the alleged perpetrator. Contact information includes phone numbers, email addresses, social media profiles, and user names and passwords;

(6) Information contained in a local or regionally maintained gang database as well as the statewide gang database referenced in RCW 43.43.762;

(7) Data from the electronic sales tracking system established in RCW 69.43.165;

(8) Information submitted to the statewide unified sex offender notification and registration program under RCW 36.28A.040(6) by a person for the purpose of receiving notification regarding a registered sex offender, including the person's name, residential address, and email address;

(9) Personally identifying information collected by law enforcement agencies pursuant to local security alarm system programs and vacation crime watch programs. Nothing in this subsection shall be interpreted so as to prohibit the legal owner of a residence or business from accessing information regarding his or her residence or business;

(10) The felony firearm offense conviction database of felony firearm offenders established in RCW 43.43.822;

(11) The identity of a state employee or officer who has in good faith filed a complaint with an ethics board, as provided in RCW 42.52.410, or who has in good faith reported improper governmental action, as defined in RCW 42.40.020, to the auditor or other public official, as defined in RCW 42.40.020;

(12) The following security threat group information collected and maintained by the department of corrections pursuant to RCW 72.09.745: (a) Information that could lead to the identification of a person's security threat group status, affiliation, or activities; (b) information that reveals specific security threats associated with the operation and activities of security threat groups; and (c) information that identifies the number of security threat group members, affiliates, or associates;

(13) The global positioning system data that would indicate the location of the residence of an employee or worker of a criminal justice agency as defined in RCW 10.97.030;

(14) Body worn camera recordings to the extent nondisclosure is essential for the protection of any person's right to privacy as described in RCW 42.56.050, including, but not limited to, the

circumstances enumerated in (a) of this subsection. A law enforcement or corrections agency shall not disclose a body worn camera recording to the extent the recording is exempt under this subsection.

(a) Disclosure of a body worn camera recording is presumed to be highly offensive to a reasonable person under RCW 42.56.050 to the extent it depicts:

(i) (A) Any areas of a medical facility, counseling, or therapeutic program office where:

(I) A patient is registered to receive treatment, receiving treatment, waiting for treatment, or being transported in the course of treatment; or

(II) Health care information is shared with patients, their families, or among the care team; or

(B) Information that meets the definition of protected health information for purposes of the health insurance portability and accountability act of 1996 or health care information for purposes of chapter 70.02 RCW;

(ii) The interior of a place of residence where a person has a reasonable expectation of privacy;

(iii) An intimate image;

(iv) A minor;

(v) The body of a deceased person;

(vi) The identity of or communications from a victim or witness of an incident involving domestic violence as defined in RCW 10.99.020 or sexual assault as defined in RCW 70.125.030, or disclosure of intimate images as defined in RCW 9A.86.010. If at the time of recording the victim or witness indicates a desire for disclosure or nondisclosure of the recorded identity or communications, such desire shall govern; or

(vii) The identifiable location information of a community-based domestic violence program as defined in RCW 70.123.020, or emergency shelter as defined in RCW 70.123.020.

(b) The presumptions set out in (a) of this subsection may be rebutted by specific evidence in individual cases.

(c) In a court action seeking the right to inspect or copy a body worn camera recording, a person who prevails against a law enforcement or corrections agency that withholds or discloses all or part of a body worn camera recording pursuant to (a) of this subsection is not entitled to fees, costs, or awards pursuant to RCW 42.56.550 unless it is shown that the law enforcement or corrections agency acted in bad faith or with gross negligence.

(d) A request for body worn camera recordings must:

(i) Specifically identify a name of a person or persons involved in the incident;

(ii) Provide the incident or case number;

(iii) Provide the date, time, and location of the incident or incidents; or

(iv) Identify a law enforcement or corrections officer involved in the incident or incidents.

(e) (i) A person directly involved in an incident recorded by the requested body worn camera recording, an attorney representing a person directly involved in an incident recorded by the requested body worn camera recording, a person or his or her attorney who requests a body worn camera recording relevant to a criminal case involving that person, or the executive director from either the Washington state commission on African American affairs, Asian Pacific American affairs, or Hispanic affairs, has the right to obtain the body worn

camera recording, subject to any exemption under this chapter or any applicable law. In addition, an attorney who represents a person regarding a potential or existing civil cause of action involving the denial of civil rights under the federal or state Constitution, or a violation of a United States department of justice settlement agreement, has the right to obtain the body worn camera recording if relevant to the cause of action, subject to any exemption under this chapter or any applicable law. The attorney must explain the relevancy of the requested body worn camera recording to the cause of action and specify that he or she is seeking relief from redaction costs under this subsection (14)(e).

(ii) A law enforcement or corrections agency responding to requests under this subsection (14)(e) may not require the requesting individual to pay costs of any redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of a body worn camera recording.

(iii) A law enforcement or corrections agency may require any person requesting a body worn camera recording pursuant to this subsection (14)(e) to identify himself or herself to ensure he or she is a person entitled to obtain the body worn camera recording under this subsection (14)(e).

(f)(i) A law enforcement or corrections agency responding to a request to disclose body worn camera recordings may require any requester not listed in (e) of this subsection to pay the reasonable costs of redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of the body worn camera recording prior to disclosure only to the extent necessary to comply with the exemptions in this chapter or any applicable law.

(ii) An agency that charges redaction costs under this subsection (14)(f) must use redaction technology that provides the least costly commercially available method of redacting body worn camera recordings, to the extent possible and reasonable.

(iii) In any case where an agency charges a requestor for the costs of redacting a body worn camera recording under this subsection (14)(f), the time spent on redaction of the recording shall not count towards the agency's allocation of, or limitation on, time or costs spent responding to public records requests under this chapter, as established pursuant to local ordinance, policy, procedure, or state law.

(g) For purposes of this subsection (14):

(i) "Body worn camera recording" means a video and/or sound recording that is made by a body worn camera attached to the uniform or eyewear of a law enforcement or corrections officer while in the course of his or her official duties; and

(ii) "Intimate image" means an individual or individuals engaged in sexual activity, including sexual intercourse as defined in RCW 9A.44.010 and masturbation, or an individual's intimate body parts, whether nude or visible through less than opaque clothing, including the genitals, pubic area, anus, or postpubescent female nipple.

(h) Nothing in this subsection shall be construed to restrict access to body worn camera recordings as otherwise permitted by law for official or recognized civilian and accountability bodies or pursuant to any court order.

(i) Nothing in this section is intended to modify the obligations of prosecuting attorneys and law enforcement under *Brady v. Maryland*, 373 U.S. 83, 83 S. Ct. 1194, 10 L. Ed. 2d 215 (1963), *Kyles v.*

Whitley, 541 U.S. 419, 115 S. Ct. 1555, 131 L. Ed.2d 490 (1995), and the relevant Washington court criminal rules and statutes.

(j) A law enforcement or corrections agency must retain body worn camera recordings for at least sixty days and thereafter may destroy the records in accordance with the applicable records retention schedule;

(15) Any records and information contained within the statewide sexual assault kit tracking system established in RCW 43.43.545;

(16)(a) Survivor communications with, and survivor records maintained by, campus-affiliated advocates.

(b) Nothing in this subsection shall be construed to restrict access to records maintained by a campus-affiliated advocate in the event that:

(i) The survivor consents to inspection or copying;

(ii) There is a clear, imminent risk of serious physical injury or death of the survivor or another person;

(iii) Inspection or copying is required by federal law; or

(iv) A court of competent jurisdiction mandates that the record be available for inspection or copying.

(c) "Campus-affiliated advocate" and "survivor" have the definitions in RCW 28B.112.030;

(17) Information and records prepared, owned, used, or retained by the Washington association of sheriffs and police chiefs and information and records prepared, owned, used, or retained by the Washington state patrol pursuant to chapter 261, Laws of 2017;

(18) Any and all audio or video recordings of child forensic interviews as defined in chapter 26.44 RCW. Such recordings are confidential and may only be disclosed pursuant to a court order entered upon a showing of good cause and with advance notice to the child's parent, guardian, or legal custodian. However, if the child is an emancipated minor or has attained the age of majority as defined in RCW 26.28.010, advance notice must be to the child. Failure to disclose an audio or video recording of a child forensic interview as defined in chapter 26.44 RCW is not grounds for penalties or other sanctions available under this chapter; and

(19) Information exempt from public disclosure and copying under RCW 43.10.305(2)(f). [2024 c 299 s 2; 2022 c 268 s 31; 2019 c 300 s 1. Prior: 2018 c 285 s 1; 2018 c 171 s 7; prior: 2017 c 261 s 7; 2017 c 72 s 3; prior: 2016 c 173 s 8; 2016 c 163 s 2; prior: 2015 c 224 s 3; 2015 c 91 s 1; prior: 2013 c 315 s 2; 2013 c 190 s 7; 2013 c 183 s 1; 2012 c 88 s 1; prior: 2010 c 266 s 2; 2010 c 182 s 5; 2008 c 276 s 202; 2005 c 274 s 404.]

Effective date—Private right of action—2024 c 299: See notes following RCW 43.10.305.

Effective dates—2022 c 268: See note following RCW 7.105.010.

Retroactive application—2018 c 171 s 7: "Section 7 of this act applies retroactively to all outstanding public records requests submitted prior to March 22, 2018." [2018 c 171 s 8.]

Effective date—2018 c 171: See note following RCW 26.44.188.

Finding—Intent—2017 c 72: See note following RCW 28B.112.030.

Finding—Intent—2016 c 173: See note following RCW 43.43.545.

Finding—Intent—2016 c 163: "The legislature finds that technological developments present opportunities for additional truth-finding, transparency, and accountability in interactions between law enforcement or corrections officers and the public. The legislature intends to promote transparency and accountability by permitting access to video and/or sound recordings of interactions with law enforcement or corrections officers, while preserving the public's reasonable expectation that the recordings of these interactions will not be publicly disclosed to enable voyeurism or exploitation." [2016 c 163 s 1.]

Finding—2013 c 190: See note following RCW 42.52.410.

Severability—Part headings, subheadings not law—2008 c 276: See notes following RCW 36.28A.200.

*Restrictions on dissemination of child forensic interview recordings:
RCW 26.44.187 and 26.44.188.*

RCW 42.56.240 Investigative, law enforcement, and crime victims. (Effective July 1, 2025.) The following investigative, law enforcement, and crime victim information is exempt from public inspection and copying under this chapter:

(1) Specific intelligence information and specific investigative records compiled by investigative, law enforcement, and penology agencies, and state agencies vested with the responsibility to discipline members of any profession, the nondisclosure of which is essential to effective law enforcement or for the protection of any person's right to privacy;

(2) Information revealing the identity of persons who are witnesses to or victims of crime or who file complaints with investigative, law enforcement, or penology agencies, other than the commission, if disclosure would endanger any person's life, physical safety, or property. If at the time a complaint is filed the complainant, victim, or witness indicates a desire for disclosure or nondisclosure, such desire shall govern. However, all complaints filed with the commission about any elected official or candidate for public office must be made in writing and signed by the complainant under oath;

(3) Any records of investigative reports prepared by any state, county, municipal, or other law enforcement agency pertaining to sex offenses contained in chapter 9A.44 RCW or sexually violent offenses as defined in RCW 71.09.020, which have been transferred to the Washington association of sheriffs and police chiefs for permanent electronic retention and retrieval pursuant to RCW 40.14.070(2)(b);

(4) License applications under RCW 9.41.070, except that copies of license applications or information on the applications may be released to law enforcement or corrections agencies or to persons and entities as authorized under RCW 9.41.815;

(5)(a) Information revealing the specific details that describe an alleged or proven child victim of sexual assault or commercial sexual exploitation under age 18, or the identity or contact information of an alleged or proven child victim of sexual assault or

commercial sexual exploitation who is under age 18. Identifying information includes the child victim's name, addresses, location, photograph, and in cases in which the child victim is a relative, stepchild, or stepsibling of the alleged perpetrator, identification of the relationship between the child and the alleged perpetrator. Contact information includes phone numbers, email addresses, social media profiles, and user names and passwords.

(b) For purposes of this subsection (5), "commercial sexual exploitation" has the same meaning as in RCW 7.105.010;

(6) Information contained in a local or regionally maintained gang database as well as the statewide gang database referenced in RCW 43.43.762;

(7) Data from the electronic sales tracking system established in RCW 69.43.165;

(8) Information submitted to the statewide unified sex offender notification and registration program under RCW 36.28A.040(6) by a person for the purpose of receiving notification regarding a registered sex offender, including the person's name, residential address, and email address;

(9) Personally identifying information collected by law enforcement agencies pursuant to local security alarm system programs and vacation crime watch programs. Nothing in this subsection shall be interpreted so as to prohibit the legal owner of a residence or business from accessing information regarding his or her residence or business;

(10) The felony firearm offense conviction database of felony firearm offenders established in RCW 43.43.822;

(11) The identity of a state employee or officer who has in good faith filed a complaint with an ethics board, as provided in RCW 42.52.410, or who has in good faith reported improper governmental action, as defined in RCW 42.40.020, to the auditor or other public official, as defined in RCW 42.40.020;

(12) The following security threat group information collected and maintained by the department of corrections pursuant to RCW 72.09.745: (a) Information that could lead to the identification of a person's security threat group status, affiliation, or activities; (b) information that reveals specific security threats associated with the operation and activities of security threat groups; and (c) information that identifies the number of security threat group members, affiliates, or associates;

(13) The global positioning system data that would indicate the location of the residence of an employee or worker of a criminal justice agency as defined in RCW 10.97.030;

(14) Body worn camera recordings to the extent nondisclosure is essential for the protection of any person's right to privacy as described in RCW 42.56.050, including, but not limited to, the circumstances enumerated in (a) of this subsection. A law enforcement or corrections agency shall not disclose a body worn camera recording to the extent the recording is exempt under this subsection.

(a) Disclosure of a body worn camera recording is presumed to be highly offensive to a reasonable person under RCW 42.56.050 to the extent it depicts:

(i) (A) Any areas of a medical facility, counseling, or therapeutic program office where:

(I) A patient is registered to receive treatment, receiving treatment, waiting for treatment, or being transported in the course of treatment; or

(II) Health care information is shared with patients, their families, or among the care team; or

(B) Information that meets the definition of protected health information for purposes of the health insurance portability and accountability act of 1996 or health care information for purposes of chapter 70.02 RCW;

(ii) The interior of a place of residence where a person has a reasonable expectation of privacy;

(iii) An intimate image;

(iv) A minor;

(v) The body of a deceased person;

(vi) The identity of or communications from a victim or witness of an incident involving domestic violence as defined in RCW 10.99.020 or sexual assault as defined in RCW 70.125.030, or disclosure of intimate images as defined in RCW 9A.86.010. If at the time of recording the victim or witness indicates a desire for disclosure or nondisclosure of the recorded identity or communications, such desire shall govern; or

(vii) The identifiable location information of a community-based domestic violence program as defined in RCW 70.123.020, or emergency shelter as defined in RCW 70.123.020.

(b) The presumptions set out in (a) of this subsection may be rebutted by specific evidence in individual cases.

(c) In a court action seeking the right to inspect or copy a body worn camera recording, a person who prevails against a law enforcement or corrections agency that withholds or discloses all or part of a body worn camera recording pursuant to (a) of this subsection is not entitled to fees, costs, or awards pursuant to RCW 42.56.550 unless it is shown that the law enforcement or corrections agency acted in bad faith or with gross negligence.

(d) A request for body worn camera recordings must:

(i) Specifically identify a name of a person or persons involved in the incident;

(ii) Provide the incident or case number;

(iii) Provide the date, time, and location of the incident or incidents; or

(iv) Identify a law enforcement or corrections officer involved in the incident or incidents.

(e)(i) A person directly involved in an incident recorded by the requested body worn camera recording, an attorney representing a person directly involved in an incident recorded by the requested body worn camera recording, a person or his or her attorney who requests a body worn camera recording relevant to a criminal case involving that person, or the executive director from either the Washington state commission on African American affairs, Asian Pacific American affairs, or Hispanic affairs, has the right to obtain the body worn camera recording, subject to any exemption under this chapter or any applicable law. In addition, an attorney who represents a person regarding a potential or existing civil cause of action involving the denial of civil rights under the federal or state Constitution, or a violation of a United States department of justice settlement agreement, has the right to obtain the body worn camera recording if relevant to the cause of action, subject to any exemption under this chapter or any applicable law. The attorney must explain the relevancy of the requested body worn camera recording to the cause of action and specify that he or she is seeking relief from redaction costs under this subsection (14)(e).

(ii) A law enforcement or corrections agency responding to requests under this subsection (14)(e) may not require the requesting individual to pay costs of any redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of a body worn camera recording.

(iii) A law enforcement or corrections agency may require any person requesting a body worn camera recording pursuant to this subsection (14)(e) to identify himself or herself to ensure he or she is a person entitled to obtain the body worn camera recording under this subsection (14)(e).

(f)(i) A law enforcement or corrections agency responding to a request to disclose body worn camera recordings may require any requester not listed in (e) of this subsection to pay the reasonable costs of redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of the body worn camera recording prior to disclosure only to the extent necessary to comply with the exemptions in this chapter or any applicable law.

(ii) An agency that charges redaction costs under this subsection (14)(f) must use redaction technology that provides the least costly commercially available method of redacting body worn camera recordings, to the extent possible and reasonable.

(iii) In any case where an agency charges a requestor for the costs of redacting a body worn camera recording under this subsection (14)(f), the time spent on redaction of the recording shall not count towards the agency's allocation of, or limitation on, time or costs spent responding to public records requests under this chapter, as established pursuant to local ordinance, policy, procedure, or state law.

(g) For purposes of this subsection (14):

(i) "Body worn camera recording" means a video and/or sound recording that is made by a body worn camera attached to the uniform or eyewear of a law enforcement or corrections officer while in the course of his or her official duties; and

(ii) "Intimate image" means an individual or individuals engaged in sexual activity, including sexual intercourse as defined in RCW 9A.44.010 and masturbation, or an individual's intimate body parts, whether nude or visible through less than opaque clothing, including the genitals, pubic area, anus, or postpubescent female nipple.

(h) Nothing in this subsection shall be construed to restrict access to body worn camera recordings as otherwise permitted by law for official or recognized civilian and accountability bodies or pursuant to any court order.

(i) Nothing in this section is intended to modify the obligations of prosecuting attorneys and law enforcement under *Brady v. Maryland*, 373 U.S. 83, 83 S. Ct. 1194, 10 L. Ed. 2d 215 (1963), *Kyles v. Whitley*, 541 U.S. 419, 115 S. Ct. 1555, 131 L. Ed.2d 490 (1995), and the relevant Washington court criminal rules and statutes.

(j) A law enforcement or corrections agency must retain body worn camera recordings for at least 60 days and thereafter may destroy the records in accordance with the applicable records retention schedule;

(15) Any records and information contained within the statewide sexual assault kit tracking system established in RCW 43.43.545;

(16)(a) Survivor communications with, and survivor records maintained by, campus-affiliated advocates.

(b) Nothing in this subsection shall be construed to restrict access to records maintained by a campus-affiliated advocate in the event that:

(i) The survivor consents to inspection or copying;
(ii) There is a clear, imminent risk of serious physical injury or death of the survivor or another person;
(iii) Inspection or copying is required by federal law; or
(iv) A court of competent jurisdiction mandates that the record be available for inspection or copying.

(c) "Campus-affiliated advocate" and "survivor" have the definitions in RCW 28B.112.030;

(17) Information and records prepared, owned, used, or retained by the Washington association of sheriffs and police chiefs and information and records prepared, owned, used, or retained by the Washington state patrol pursuant to chapter 261, Laws of 2017;

(18) Any and all audio or video recordings of child forensic interviews as defined in chapter 26.44 RCW. Such recordings are confidential and may only be disclosed pursuant to a court order entered upon a showing of good cause and with advance notice to the child's parent, guardian, or legal custodian. However, if the child is an emancipated minor or has attained the age of majority as defined in RCW 26.28.010, advance notice must be to the child. Failure to disclose an audio or video recording of a child forensic interview as defined in chapter 26.44 RCW is not grounds for penalties or other sanctions available under this chapter; and

(19) Information exempt from public disclosure and copying under RCW 43.10.305(2)(f). [2024 c 299 s 2; 2024 c 298 s 21; 2022 c 268 s 31; 2019 c 300 s 1. Prior: 2018 c 285 s 1; 2018 c 171 s 7; prior: 2017 c 261 s 7; 2017 c 72 s 3; prior: 2016 c 173 s 8; 2016 c 163 s 2; prior: 2015 c 224 s 3; 2015 c 91 s 1; prior: 2013 c 315 s 2; 2013 c 190 s 7; 2013 c 183 s 1; 2012 c 88 s 1; prior: 2010 c 266 s 2; 2010 c 182 s 5; 2008 c 276 s 202; 2005 c 274 s 404.]

Reviser's note: This section was amended by 2024 c 298 s 21 and by 2024 c 299 s 2, each without reference to the other. Both amendments are incorporated in the publication of this section under RCW 1.12.025(2). For rule of construction, see RCW 1.12.025(1).

Effective date—Private right of action—2024 c 299: See notes following RCW 43.10.305.

Effective date—2024 c 298: See note following RCW 9A.40.100.

Effective dates—2022 c 268: See note following RCW 7.105.010.

Retroactive application—2018 c 171 s 7: "Section 7 of this act applies retroactively to all outstanding public records requests submitted prior to March 22, 2018." [2018 c 171 s 8.]

Effective date—2018 c 171: See note following RCW 26.44.188.

Finding—Intent—2017 c 72: See note following RCW 28B.112.030.

Finding—Intent—2016 c 173: See note following RCW 43.43.545.

Finding—Intent—2016 c 163: "The legislature finds that technological developments present opportunities for additional truth-finding, transparency, and accountability in interactions between law enforcement or corrections officers and the public. The legislature

intends to promote transparency and accountability by permitting access to video and/or sound recordings of interactions with law enforcement or corrections officers, while preserving the public's reasonable expectation that the recordings of these interactions will not be publicly disclosed to enable voyeurism or exploitation." [2016 c 163 s 1.]

Finding—2013 c 190: See note following RCW 42.52.410.

Severability—Part headings, subheadings not law—2008 c 276: See notes following RCW 36.28A.200.

Restrictions on dissemination of child forensic interview recordings:
RCW 26.44.187 and 26.44.188.

RCW 42.56.050 Invasion of privacy, when. A person's "right to privacy," "right of privacy," "privacy," or "personal privacy," as these terms are used in this chapter, is invaded or violated only if disclosure of information about the person: (1) Would be highly offensive to a reasonable person, and (2) is not of legitimate concern to the public. The provisions of this chapter dealing with the right to privacy in certain public records do not create any right of privacy beyond those rights that are specified in this chapter as express exemptions from the public's right to inspect, examine, or copy public records. [1987 c 403 s 2. Formerly RCW 42.17.255.]

Intent—1987 c 403: "The legislature intends to restore the law relating to the release of public records largely to that which existed prior to the Washington Supreme Court decision in *"In Re Rosier,"* 105 Wn.2d 606 (1986). The intent of this legislation is to make clear that: (1) Absent statutory provisions to the contrary, agencies possessing records should in responding to requests for disclosure not make any distinctions in releasing or not releasing records based upon the identity of the person or agency which requested the records, and (2) agencies having public records should rely only upon statutory exemptions or prohibitions for refusal to provide public records. Further, to avoid unnecessary confusion, "privacy" as used in RCW 42.17.255 is intended to have the same meaning as the definition given that word by the Supreme Court in *"Hearst v. Hoppe,"* 90 Wn.2d 123, 135 (1978)." [1987 c 403 s 1.]

Severability—1987 c 403: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1987 c 403 s 7.]

Using Records Retention Schedules: How Long Do Police Body Cam Recordings Need to Be Kept?

Purpose: Provide guidance to local government law enforcement agencies on how long recordings from police body cameras need to be retained.

The minimum retention periods for recordings from police body cameras for County Sheriffs and Police Departments are listed in the *Law Enforcement Records Retention Schedule* approved by the Local Records Committee in accordance with [RCW 40.14.070](#).

Incident Identified – Until Matter Resolved and Exhaustion of Appeals Process

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE09-01-08 Rev. 3	Recordings from Mobile Devices – Incident Identified Recordings, created by the law enforcement agency using mobile recording devices, and whether manually or automatically triggered, that are <i>known</i> to have captured a unique or unusual action from which litigation or criminal prosecution is expected or likely to result. Includes all mobile recordings, regardless of where recording device is mounted, such as: • Bodycam (device on officer's chest, shoulder, head, cap, sunglasses, pole/stick, etc.); • Dashcam (or any other device mounted on the inside or outside of the vehicle – car, motorcycle, boat, all terrain vehicle (ATV), bike, scooter, etc.); • Dogcam (on an animal's body - canine, equine, etc.); • Drone (unmanned aerial vehicle or any other remote controlled equipment). Excludes records covered by: • <i>Intercepted Communications/Conversations – Recorded (DAN LE2010-075);</i> • <i>Recordings from Mobile Devices – Buffered Data/Images (DAN LE2017-001).</i>	Retain until matter resolved <i>and</i> until exhaustion of appeals process <i>then</i> Destroy .	NON-ARCHIVAL NON-ESSENTIAL OFM

No Incident Identified – 60 days

DISPOSITION AUTHORITY NUMBER (DAN)	DESCRIPTION OF RECORDS	RETENTION AND DISPOSITION ACTION	DESIGNATION
LE2016-001 Rev. 1	Recordings from Mobile Devices – Incident Not Identified (Body Worn Cameras Subject to RCW 42.56.240) Recordings, created by the law enforcement agency using body worn cameras, <i>provided that</i> the recording is: • Captured using a body worn camera subject to RCW 42.56.240; <i>and</i>, • <i>Not known</i> to have captured a unique or unusual incident or action from which litigation or criminal prosecution is expected or likely to result. Excludes records covered by: • <i>Intercepted Communications/Conversations – Recorded (DAN LE2010-075);</i> • <i>Recordings from Mobile Devices – Buffered Data/Images (DAN LE2017-001);</i> • <i>Recordings from Mobile Devices – Incident Identified (DAN LE09-01-08);</i> • <i>Recordings from Mobile Devices – Incident Not Identified (DAN LE09-01-09);</i> <i>Note: Retention based on 60-day requirement for certain body worn camera recordings (RCW 42.56.240).</i>	Retain for 60 days after date of recording <i>then</i> Destroy .	NON-ARCHIVAL NON-ESSENTIAL OFM

Copies of the *Law Enforcement Records Retention Schedule* are available from Washington State Archives' website at:

<http://www.sos.wa.gov/archives/RecordsManagement/RecordsRetentionSchedulesforLawEnforcementAgencies.aspx>

**Additional advice regarding the management of public records is available from
Washington State Archives:**

**www.sos.wa.gov/archives
recordsmanagement@sos.wa.gov**

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Body Worn and In Vehicle Cameras

RPD Policy 06.07 and 06.08



Why Now?

- Seeking Council Approval Implementation.
- RCW 10.122.030 requires electronic recording of custodial interviews of juveniles and adults arrested for felonies
- Custodial Interviews must be audio and video recorded
- Public Demand
- Align with regional standards and best practices





Program Goal

The goal of the BWC and In Vehicle Camera Program is to effectively document in-person law enforcement related community contacts, while simultaneously:

- Promoting public trust
- Improving transparency
- Enhancing accountability of all parties
- Reducing citizen complaint and risk management claims
- Ensuring officer and public safety
- Enhancing evidence collection and scene management
- Aiding in prosecution of criminal offenses
- Training feedback

Policy Implementation

Prior to beginning the BWC and In Vehicle camera programs, Ridgefield must establish policies regarding the use of cameras, in compliance with RCW 10.109.010.

The policies must include:

- Activation and De-Activation
- Privacy concerns
- Notification requirements for recording
- Officer and staff training
- Who can review?
- PDR requests

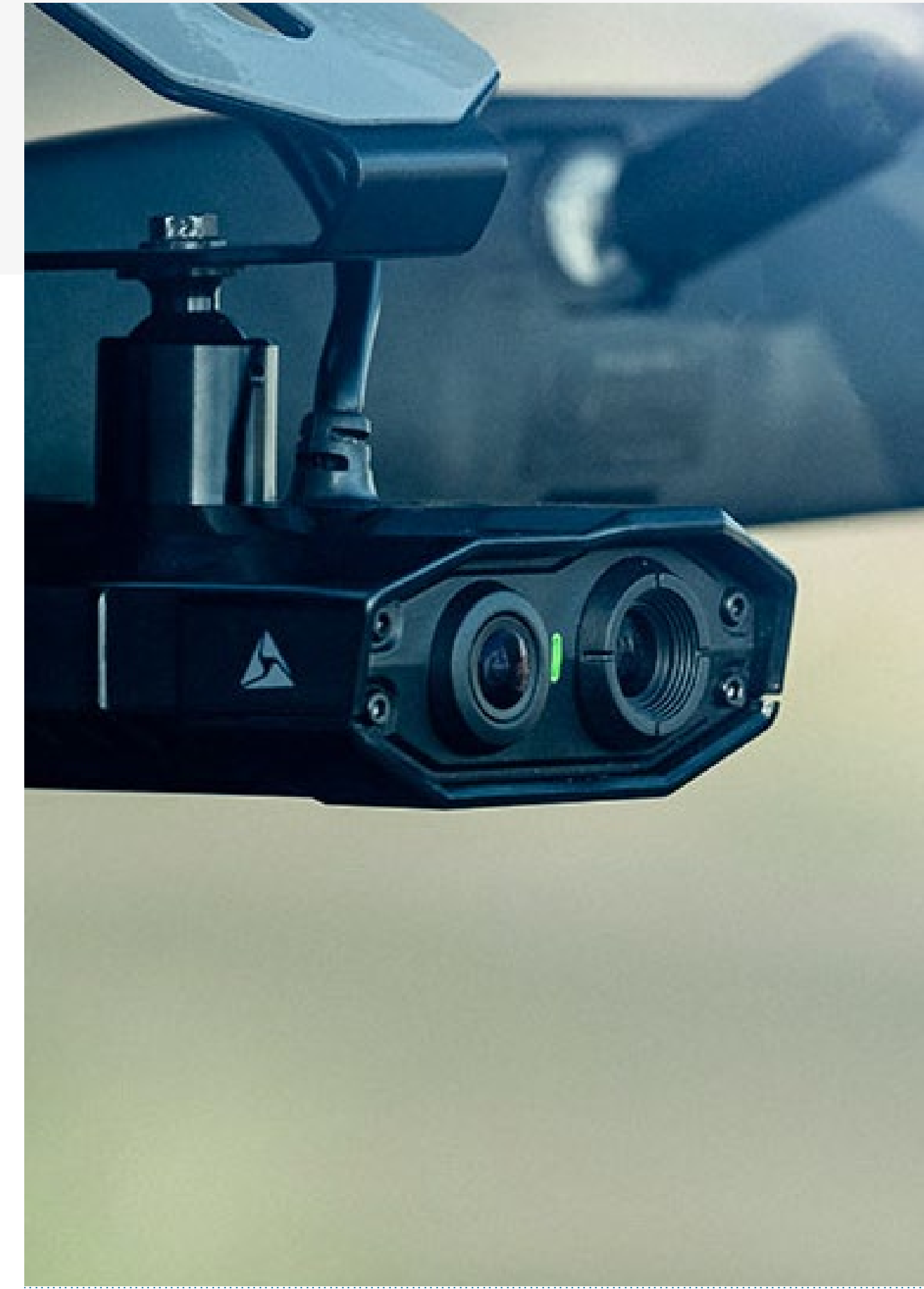


Axon

- Axon is the selected provider for every Law Enforcement agency in Clark County and Woodland.
- Axon provides
 - Body Worn Cameras
 - Taser
 - In Vehicle Cameras
 - Digital Evidence Storage (unlimited third-party storage)
 - Virtual Reality Training Program



BODY 4
Body Worn Camera



FLEET 3
In-Vehicle Camera

Equipment Refresh Schedule

BODY WORN CAMERA 4 →

30, 60, 90 AND
120 MONTHS

AXON DOCKS →

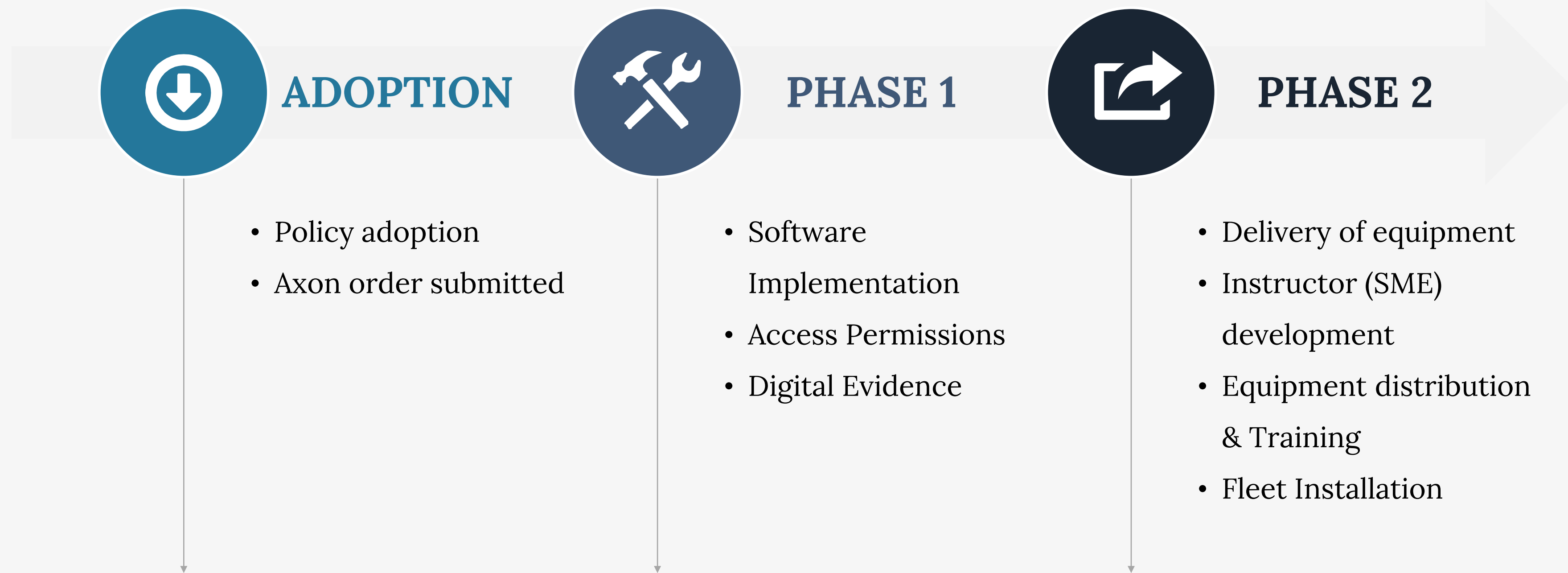
30, 60, 90 AND
120 MONTHS

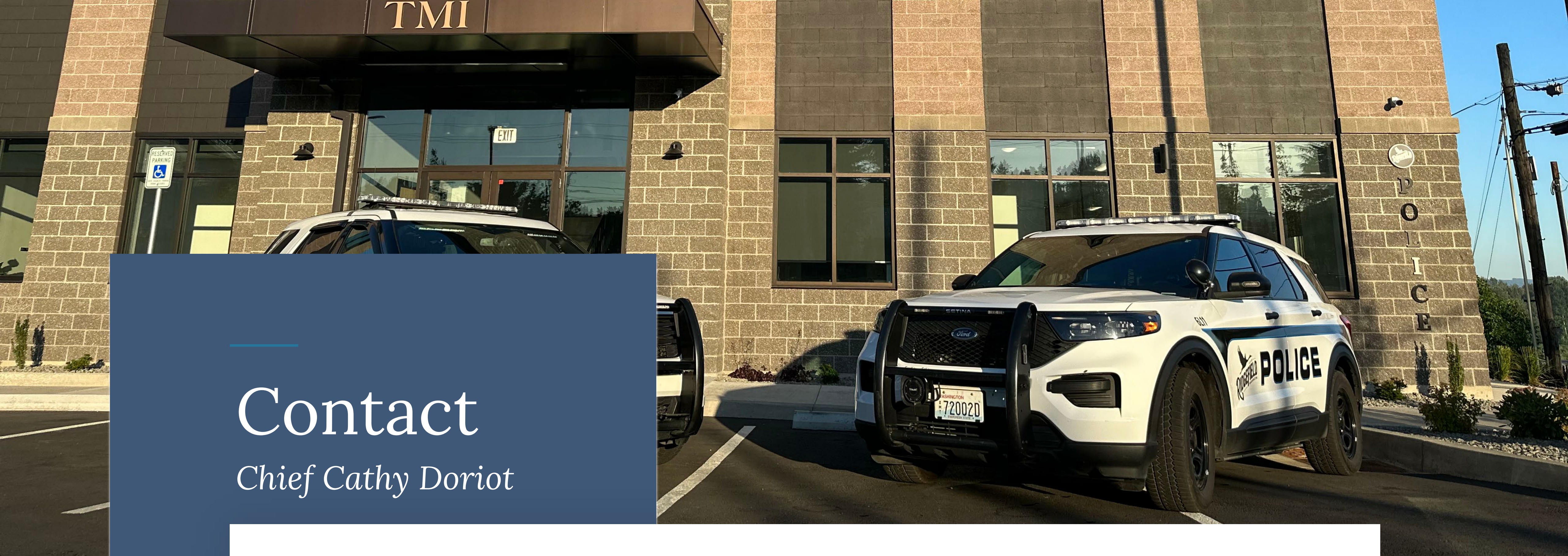
VR HEADSET AND TABLET →

60 AND 120
MONTHS



Next Steps





Contact

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EMAIL

Cathy.Doriot@RidgefieldWa.us



Thank You

The City of Ridgefield, Washington

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 9, 2025

AGENDA ITEM NAME: Appointment of a Member to the Clark County Mosquito Control District Board

GOVERNING LEGISLATION

PREVIOUS COUNCIL ACTION TAKEN:

SUMMARY/BACKGROUND:

BUDGET/FINANCIAL IMPACTS:

RECOMMENDED ACTION OR MOTION:

STAFF CONTACT:

ATTACHMENTS:

None