

City of Redmond



Agenda

Tuesday, April 23, 2024

4:30 PM

**City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplify Ch. 34,
Facebook (@CityofRedmond), Redmond.gov/rctvlive, or 510-335-7371**

Committee of the Whole - Parks and Environmental Sustainability

Committee Members

Angie Nuevacamina, Presiding Officer

Jeraloe Anderson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Osman Salahuddin

Melissa Stuart

Meetings can be attended in person, viewed live on RCTV (redmond.gov/rctlive), Comcast Channel 21/321, Ziplly Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371

AGENDA

ROLL CALL

1. Acceptance of the Department of Commerce Climate Planning [CM 24-175](#)
Grant Award to Support Climate Planning and Resilience
Projects, in the Amount of \$350,000

[Attachment A: Grant Agreement](#)

Department: Executive, 5 minutes

Requested Action: Consent, May 7th

2. Authorize the Mayor to Sign an Interagency Agreement with [CM 24-174](#)
the Washington State Department of Enterprise Services for
Energy Efficiency Services

[Attachment A: DES Energy Program Overview](#)

[Attachment B: DES Agreement](#)

Department: Executive/Public Works, 5 minutes

Requested Action: Consent, May 7th

3. Approval of Puget Sound Energy Commercial Strategic Energy [CM 24-176](#)
Management Program Agreement

[Attachment A: Agreement](#)

Department: Executive/Parks, 5 minutes

Requested Action: Consent, May 7th

4. 2024 Parks and Environmental Sustainability Committee [CM 24-181](#)
Workplan

[Attachment A: Workplan](#)

Department: Parks and Recreation, 5 minutes

Requested Action: Informatinal

5. Redmond Senior & Community Center Update [CM 24-172](#)

[Attachment A: Community and Stakeholder Outreach and Involvement](#)

[Attachment B: Council Review Previous Contacts](#)

Department: Parks and Recreation/Public Works, 5 minutes

Requested Action: Informational

6. Proposed Revisions to Salary Commission Redmond [CM 24-177](#)
Municipal Code Sections 2.38 and 4.47

[Attachment A Redmond Municipal Code Revisions 2.48 and 4.47](#)

[Attachment B: Question and Code Revision Matrix](#)

[Attachment C: Historical Salary Commission Ordinances](#)

Department: Executive, 20 minutes

Requested Action: Consent, May 21st

Legislative History

4/9/24

City Council

referred to the Committee of the Whole -
Parks and Environmental Sustainability

ADJOURNMENT

Meeting videos are usually posted by 12 p.m. the day following the meeting at redmond.legistar.com, and can be viewed anytime on Facebook/YouTube (@CityofRedmond) and OnDemand at redmond.gov/OnDemand



Memorandum

Date: 4/23/2024

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 24-175

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425-556-2427
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
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TITLE:

Acceptance of the Department of Commerce Climate Planning Grant Award to Support Climate Planning and Resilience Projects, in the Amount of \$350,000

OVERVIEW STATEMENT:

The City of Redmond has been awarded a Climate Planning Grant in the amount of \$350,000 from the Department of Commerce. This grant will support the evaluation of resilient stormwater infrastructure design, regional electrification planning efforts, and support public electric vehicle infrastructure planning.

Staff requests this item be added as a consent item on the May 7 Council Business meeting.

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

REQUESTED ACTION:

☐ **Receive Information** ☒ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Strategic Plan, Environmental Sustainability Action Plan (ESAP), Climate Vulnerability Assessment, Transportation Master Plan, Utilities Strategic Plan
- **Required:**
The City Council must approve grant acceptance.
- **Council Request:**
N/A
- **Other Key Facts:**
Grant funding for the project must be expended by June 2025

Date: 4/23/2024

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 24-175

Type: Committee Memo

OUTCOMES:

Work completed under this grant will implement ESAP Strategy T3 (*Shift to more efficient and lower-carbon vehicle fuels*), B1 (*Support building sustainably through education, technical assistance, and code advancement*), and N2 (*Enhance resilience of natural areas and systems to climate change*), W2 and W3 (*Conserve community water resources and maximize water efficiency savings, and protect quality and quantity of drinking water resources*) and implement findings from the Climate Vulnerability Assessment.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Community outreach will be completed through the project.
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

\$350,000 in grant funding to support ESAP implementation efforts and HB 1181 compliance.

Approved in current biennial budget:

☐ Yes

☒ No

☐ N/A

Budget Offer Number:

000220

Budget Priority:

Healthy and Sustainable

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

Grant funds

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:**Previous Contact(s)**

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/7/2024	Business Meeting	Approve

Time Constraints:

The projects funded through the grant must be complete by June 30, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

The City will not accept grant funding if Council does not approve the grant.

ATTACHMENTS:

Attachment A - Grant Agreement



Interagency Agreement with

City of Redmond

through

Growth Management Services

**Contract Number:
24-63610-221**

For

2023-2025 Climate Planning Grant

Dated: Wednesday, May 8, 2024

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Face Sheet

Contract Number: 24-63610-221

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Redmond PO Box 97010 15670 NE 85 th St Redmond, WA 98073		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Jenny Lybeck Environmental Sustainability Program Manager 425-556-2121 jlybeck@redmond.gov		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$350,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # SWV0003729	12. UBI # 176-000-016	13. UEI # N/A
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181 and climate related implementation activities. COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Signature _____ Date		FOR COMMERCE _____ <insert name>, <insert title> _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **three hundred fifty thousand dollars (\$350,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number. 24-63610-221. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The WA Department of Commerce climate planning grant is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract 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 contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Steps and Deliverables	Description	End Date
Climate Resilience Sub-Element Components Description: The City of Redmond completed a <u>Climate Vulnerability Assessment</u> in 2022 and a <u>draft Climate Resilience and Sustainability element</u> is in progress as of June 2023 which will be open for public comment through 2024. The proposed work builds on the findings from the Climate Vulnerability Assessment and will help the city refine future updates to the draft element in compliance with HB 1181.		
Step 1	Develop future precipitation datasets that integrate climate impacts to support future conditions modeling and inform updates to the City's stormwater design standards. This work builds on the whitepaper completed as part of Redmond 2022 Climate Planning Grant.	June 2023 – June 15, 2025
Task 1.1	Develop future precipitation timeseries dataset. Evaluate existing data and select and downscale for selected Redmond locations.	
Deliverable 1.1	Future precipitation timeseries dataset.	8/1/2024
Task 1.2	Compile and assess existing work evaluating climate change effects on stormwater design in Western Washington.	
Deliverable 1.2	Technical report summarizing findings, methodology, procedures, and datasets.	12/15/2024
Step 2	Groundwater model update based on climate impacts. This effort will leverage the work completed under Step 1.	January 2025- 6/15/2025
Tasks 2	Hire consultant to update groundwater model with future precipitation data to inform groundwater recharge projections.	
Deliverable 2	Technical report summarizing updated groundwater model.	6/15/2025
Step 3	Water Resilience Study. Groundwater supplies 40% of Redmond's drinking water and the remaining 60% comes from surface water sources in partnership with Cascade Water Alliance. This study effort will identify data and other strategies to support the City's ongoing management of ground and surface drinking water supplies in light of climate change and growth.	1/2024 – 6/15/2025

Steps and Deliverables	Description	End Date
Task 3.1	Hire a consultant to complete data analysis and review code and policy language for obstacles to implementation.	
Deliverable 3.1	Memo with data analysis summary.	12/2024
Greenhouse Gas Reduction Sub-Element Components Description: The City adopted an Environmental Sustainability Action Plan in 2020. The ESAP is the City's comprehensive roadmap to reduce greenhouse gas emissions and enhance natural resources. The ESAP is refreshed every five years. The efforts below support both core elements of 1181 compliance as well as implementation planning activities.		
Step 4	Determine scope, scale, and identify all sources of GHG emissions in Redmond . NOTE: The City will work in partnership with the Eastside Climate Partnership jurisdictions to save costs on the GHG inventory. This work is already underway and roles are clearly defined.	June 2023-June 15, 2025
Task 4.1	Hire a consultant and complete data analysis and inventory calculations for calendar year 2022. Update 2011 baseline with new methodology established through consultant.	
Deliverable 4.1	Greenhouse gas emissions inventory report for 2022 and ClearPath data download for 2011.	6/15/2024
Task 4.2	Begin data collection for 2024 greenhouse gas inventory.	
Deliverable 4.2	Summary memo of data collection completed. Note that some data is not available until summer 2025, therefore the city is not anticipating completion of full inventory by June 1.	6/15/2025
Step 5	Develop goals, policies, and an implementation plan that will facilitate the City achieving its GHG emissions targets through a Climate Resilience and Sustainability element .	June 2023-December 2024
Task 5.1a	Develop a draft Climate Resilience and Sustainability Element for public comment.	
Task 5.1b	Present draft to Planning Commission	
Deliverable 5	Ordinance adopting Climate Resilience and Sustainability Element	12/30/2024
Step 6	Update the Environmental Sustainability Action Plan to guide implementation efforts towards the GHG emissions targets.	June 2023-June 2025

Steps and Deliverables	Description	End Date
	The City adopted its Environmental Sustainability Action Plan in 2020 and will refresh the strategy in 2025 based on the vision established through the Climate Resilience and Sustainability element. Due to the grant timeline, the first phase of that work to be completed under this grant includes a public engagement strategy .	
Task 6.1	Hire consultant to support ESAP update and develop public engagement strategy.	
Deliverable 6	Public Engagement Strategy for ESAP Update	6/15/2025
Step 7	Implement policies in support of the Climate Resilience and Sustainability draft element, including the development of an electric vehicle infrastructure strategy . This is phase 1 of a longer-term electric mobility plan that may leverage future Climate Planning grant funding.	September 2023 – March 2025
Task 7.1a	Hire consultant and complete data analysis.	
Task 7.1b	Conduct stakeholder engagement and collect feedback to inform strategy development	
Deliverable 7.1	Stakeholder engagement findings memo	12/30/2024
Task 7.2a	Compile goals and strategies, priority locations, and possible early design for key locations of public EVSE into EV infrastructure strategy document.	
Task 7.2b	Evaluate opportunities for regional infrastructure to support city's goals.	
Deliverable 7.2	EV Infrastructure Strategy document	6/15/2025
Step 8	Implement policies in support of the Climate Resilience and Sustainability draft element, including the development of a decarbonization strategy for city buildings .	June 2023 – March 2025
Task 8.1a	Hire consultant	
Task 8.1b	Complete walkthroughs of City facilities.	
Deliverable 8.1	Facility Condition Assessment	6/30/2024
Task 8.2	Identify key facilities and SOPs to support ongoing decarbonization efforts.	

Steps and Deliverables	Description	End Date
Deliverable 8.2	Final decarbonization strategy	12/30/2024
Step 9	Implement policies in support of the Climate Resilience and Sustainability draft element, including the development of an analysis to support expansion of existing electrification programming . NOTE: Energy Smart Eastside (regional collaboration) launched a heat pump program in 2022. This task will complete data analysis and program development for the next phase of the program.	June 2023 -- June 15, 2025
Task 9.1	Hire consultant to complete analysis	
Deliverable 9	Memo summarizing recommended next steps for expansion	6/15/2025

Attachment B: Budget

Description	Commerce Funds
Deliverable 1.1. Future precipitation timeseries dataset	\$20,000
Deliverable 1.2. Technical report summary	\$25,000
Deliverable 2. Technical report summarizing updated groundwater model.	\$45,000
Deliverable 3.1. Water Resilience Data analysis	\$50,000
Deliverable 4.1. 2022 GHG inventory report and 2011 ClearPath download	\$10,000
Deliverable 4.2. Summary of 2024 data collection	\$5,000
Deliverable 5. Ordinance adopting Climate Resilience and Sustainably Element	\$N/A, no grant funding expected to go toward this deliverable.
Deliverable 6. Stakeholder Engagement Strategy for ESAP update	\$30,000
Deliverable 7.1. EV stakeholder engagement findings memo	\$25,000
Deliverable 7.2. EV infrastructure strategy document	\$75,000
Deliverable 8.1. Facility Condition Assessment	\$N/A, no grant funding expected to go toward this deliverable.
Deliverable 8.2. Decarbonization strategy	\$35,000
Deliverable 9.1. Memo summarizing program expansion opportunities for Energy Smart Eastside	\$30,000
Contract Total	\$350,000



Memorandum

Date: 4/23/2024

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 24-174

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425-556-2427
Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Manager
Public Works	John Mork	Senior Engineer

TITLE:

Authorize the Mayor to Sign an Interagency Agreement with the Washington State Department of Enterprise Services for Energy Efficiency Services

OVERVIEW STATEMENT:

The City's Capital Improvement Program budget includes multiple energy efficiency upgrade projects at City facilities. The City intends to engage with the Washington State Department of Enterprises Services (DES) for energy savings performance contracting to complete these projects.

To obtain energy savings performance contracting services, Redmond must enter into an Interagency Agreement (IAA) with DES. The IAA is drafted pursuant to Chapter 39.34 RCW, which allows the DES Energy Program to provide the experience and expertise for quality assurance, project negotiation, overall project management, and monitoring and verification procedures.

Staff requests this item be added to the May 7 consent agenda.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Environmental Sustainability Action Plan, Climate Emergency Declaration, Capital Improvement Program
- **Required:**

Interagency agreements require Council approval

- **Council Request:**

N/A

- **Other Key Facts:**

Energy savings performance contracting is a method to implement energy upgrades and retrofits. By leveraging utility savings, grants and capital dollars, projects can usually be funded within existing budgets. The DES ESPC program also guarantees the total project cost, performance and energy savings before construction starts. See Attachment A for more details.

OUTCOMES:

The IAA will accelerate implementation of energy efficiency projects at the City and bring additional project management capacity.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

CIP

Budget Priority:

CIP

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

CIP

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/7/2024	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Delays in implementation of energy efficiency project implementation

ATTACHMENTS:

Attachment A: DES Energy Savings Performance Contracting Overview

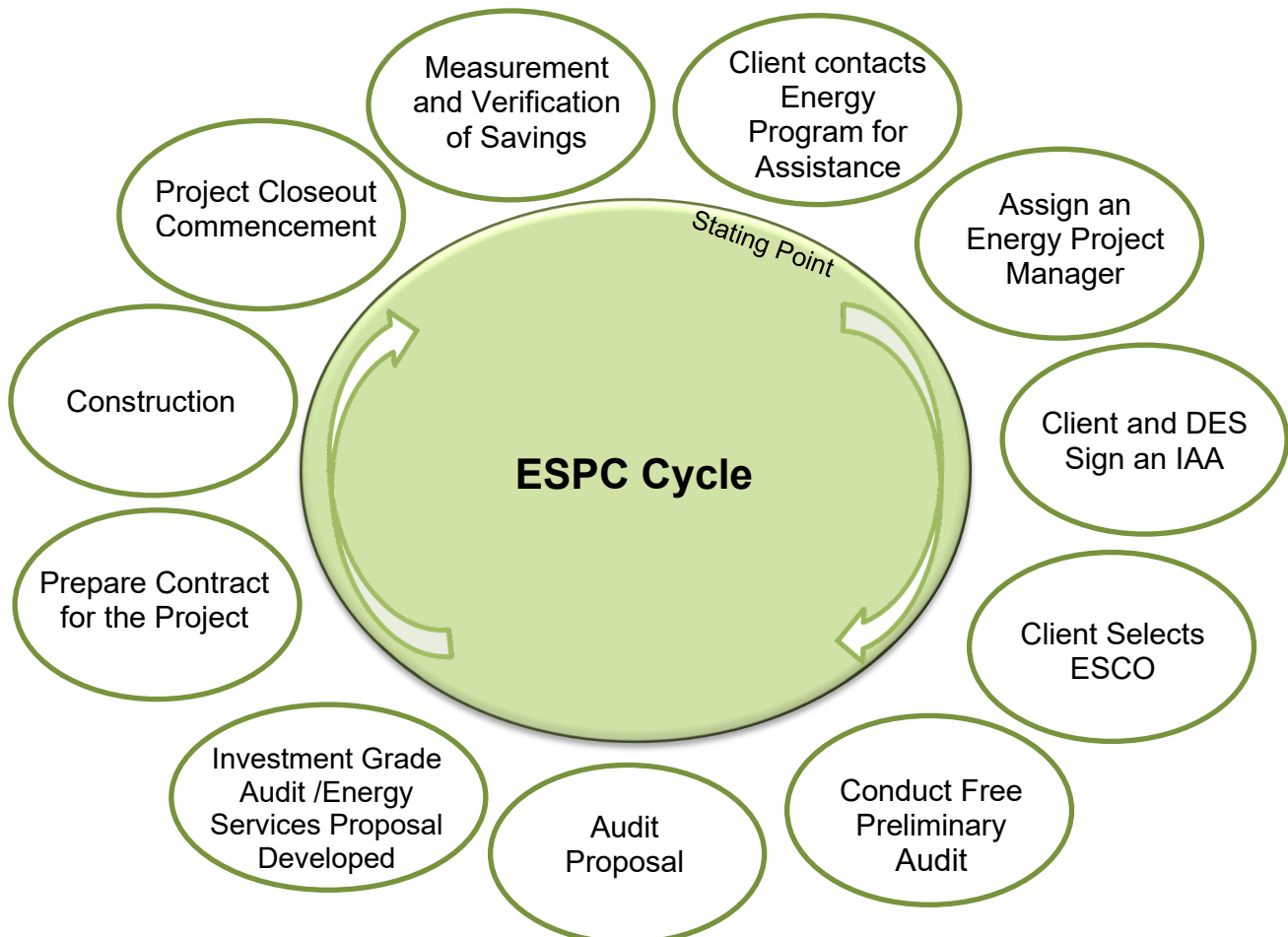
Attachment B: DES Interagency Agreement

Energy Savings Performance Contracting method is the most cost-effective process for implementing energy upgrades and retrofits. By leveraging utility savings, grants and capital dollars, projects can usually be funded within existing budgets. The ESPC program also guarantees the total project cost, performance and energy savings before construction starts.

Every two years, the Energy Program publishes a Request for Proposals (RFQ) to solicit interested Energy Savings Performance Contracting firms to participate in our program. Once a customer agency contracts with the Energy Program, an energy engineer is assigned to help them through the process. They can then select an Energy Service Company (ESCO) from the master list. DES and the ESCO will complete a free preliminary energy audit of the customer's facility to evaluate possible energy efficiency projects.

Typical projects include: interior and exterior lighting, building control systems, high efficiency HVAC systems, boiler replacements, repair/replacement of heating distribution systems, wastewater treatment plant improvement, renewable energy, and more.

OVERVIEW



The DES Energy Program Project Manager is involved in all aspects of the project from initial meetings to reviewing the M&V report, and all program steps identified below.

Program Steps

- 1) **Client signs an Interagency Agreement (IAA) with DES Energy Program.** This starts out as a no cost agreement generated by DES and used to establish the working relationship between the Client and the DES Energy Program. (1 to 2 weeks)
- 2) **The Public Entity (Client) selects an Energy Service Company (ESCO).** DES has a list of pre-qualified ESCOs from which the Client makes a selection. (1 to 3 weeks)
- 3) **The ESCO performs a preliminary audit.** The ESCO, DES and Client meet to determine the scope of the preliminary audit. The preliminary audit is used to identify which buildings have potential cost effective energy efficiency measures. The outcome of the audit is a proposal to perform an Investment Grade Audit (IGA) and Energy Services Proposal (ESP). (3 to 6 weeks)
- 4) **Client provides Funding Approval for IGA/ESP.** The funding is used to establish the IGA/ESP. If the IGA/ESP does not present projects that meet the cost effectiveness criteria established by the Client, then there is no cost to the Client for the IGA/ESP. (1 to 4 weeks)
- 5) **The ESCO signs an agreement to perform the IGA/ESP.** DES prepares the agreement for ESCO signature. (2 to 3 weeks)
- 6) **The ESCO performs the IGA/ESP.** Monitoring of equipment, established engineering analysis, accurate cost estimating and investigation of utility incentives are all included in the performance of the IGA/ESP. The final delivery is the ESP that provides the guaranteed maximum project cost, guaranteed energy savings, and guaranteed equipment performance. (2 to 5 months)
- 7) **Client signs a Funding Approval for the construction.** Funding from the Client can come from several sources including, capital funding, bond funding, or State Treasurer's Lease Purchase program (state agencies) or LOCAL program (non-state public entities). Utility incentives are maximized to help reduce overall project costs. (3 to 7 weeks)
- 8) **The ESCO signs the contract to start the project.** DES incorporates the ESP into the contract documents. (2 to 3 weeks)
- 9) **The ESCO installs and implements the projects efficiency measures.** DES provides the oversight for the installation of the projects efficiency measures and works closely with the Client for on-sight coordination of construction activities. (3 to 6 months)
- 10) **Project closeout.** Once the project is complete and utility inspections have been done, a close-out meeting can be scheduled. (Closeout documents, intents and affidavits - 2 – 3 weeks).
- 11) **The Client pays ESCO and DES for the construction/implementation.** Progress payments are made to the ESCO during construction to avoid construction period financing. DES is paid at commencement of energy savings.
- 12) **Measurement and verification (M&V).** M&V is performed by the ESCO and reviewed by DES Energy Program project manager to ensure that the guaranteed savings are achieved. (13 to 15 months)



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

State of Washington ENERGY PROGRAM Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	INTERAGENCY AGREEMENT	
	IAA No.:	K8952
City of Redmond PO Box 97010 Redmond, WA 98073	Date:	March 21, 2024

**INTERAGENCY AGREEMENT
BETWEEN
CITY OF REDMOND
AND
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES**

Pursuant to RCW chapter 39.34 and RCW chapter 39.35C, this *Interagency Agreement (Agreement)* is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and City of Redmond, a Washington State governmental agency (“Client Agency”) and is dated and effective as of the date of the last signature.

RECITALS

- A. Enterprise Services, through its Energy Program (“Energy Program”), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs in publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner’s advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and reduce carbon emissions in their publicly-owned facilities. Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.
- E. The purpose of this *Agreement* is to establish a vehicle for Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this *Agreement* commences on the date of the last signature and ends **December 31, 2028**.
2. **STATEMENT OF WORK.**
 - A. **ENERGY PROGRAM.** Energy Program agrees to provide the following Services:
 - i. Upon request by Client Agency for energy services for a specific Energy/Utility Conservation Project(s), the Parties shall execute an amendment to this *Agreement* to specify the project and associated project management fees as set forth by Attachment B. Enterprise Services shall furnish necessary personnel and services as specified and set forth in Attachment A, *Project Management Services Scope of Work*.
 - ii. Assist in Dispute Resolution. Dispute resolution is an ongoing process throughout the project. However, this assistance does not include formal dispute resolution, arbitration or legal advice or representation in any legal action, and does not include legal fees and costs related to any dispute. Formal dispute resolution begins when a written claim is received demanding arbitration or other legal process is received. All formal dispute fees and costs will be borne separately by Client Agency. The Attorney General cannot and will not represent or advise a non-state agency.
 - B. **CLIENT AGENCY.** Client Agency agrees to the following:
 - i. Will conform to the protocols of this *Agreement*, including Enterprise Services' *General Conditions for Washington State Energy Savings Performance Contracting ("General Conditions")*, and as supplemented.
 - ii. Will conform to the requirements of the *General Conditions* for timely processing and approval of agreed upon changes to construction contracts involving cost, and for payment.
 - iii. Will conform to the following guidelines for communications between Client Agency, Enterprise Services and ESCOs (Energy Services Company) through the design, construction and post-construction phases as outlined below:
 - a) Communications between Client Agency, Energy Program Project Manager ("PM") and ESCO shall go through the PM. The PM may authorize exceptions for specific projects or situations. The PM may authorize the ESCO to communicate directly with Client Agency personnel to expedite the design and to avoid communication delays. This action does not authorize additional work, change in scope, or exclude copying all communications between ESCO and Client Agency to the PM.
 - b) All drawings, specifications, reports, and project correspondence must contain the State Project Number and suffix.

- The State Project Number consists of the fiscal year and a numerical sequence number, for example 2018-024, followed by an alphabetical suffix.
 - Professional services agreements have suffixes A through F, for example 2018-024 A.
 - Construction contracts have suffixes G through Z, for example 2018-024 G.
- iv. All identification and monitoring of documentation required by the funding source shall remain the responsibility of Client Agency.

3. COMPENSATION AND REQUIREMENTS.

- A. **COMPENSATION.** Compensation under this *Agreement* shall be by amendment to this *Agreement* for each authorized project. Each amendment shall include a payment schedule for the specific project.
- i. **Project Management Services Scope of Work (Attachment A):** For project management services provided by Energy Program, Client Agency shall pay Enterprise Services a Project Management Fee for services based on the total project value (including Washington state sales tax) per the Project Management Fee Schedule set forth in Attachment B.
 - ii. **Termination Fee:** If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Project Management Fee Schedule. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO as set forth in Attachment B.
 - iii. **Measurement & Verification Services ("M&V") Scope of Work (Attachment C):** If M&V are requested by Client Agency beyond the first three years following the notice of commencement of energy cost savings, Client Agency shall pay Enterprise Services \$2,000.00 annually for each year that such M&V are provided.
- B. **PAYMENT FOR ESCO SERVICES.** In the event that Client Agency enters into a contract with an Energy Program pre-qualified ESCO, pursuant to an *Enterprise Services Main Energy Services Agreement for ESCO Services*, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed and sent such invoices to Client Agency for payment.
- C. **FURTHER ASSURANCES.** Client Agency shall provide the ESCO with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- D. **MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW.** In all ESCO project agreements and contracts pertaining to this *Agreement*, Energy Program will require ESCO's compliance with applicable federal and state laws and state policies including, but not limited to, the following:

1. RCW Title 39 and 43
2. ADA Requirements
3. Buy America
4. Davis-Bacon
5. Prevailing Wage
6. DBE Participation
7. Apprentice Participation

Upon request by Client Agency, Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by Energy Program and added by amendment to this *Agreement*. In the event that Energy Program becomes aware of a possible violation, it will notify Client Agency.

4. INVOICES AND BILLING.

- A. **BILLING PROCEDURE.** Enterprise Services shall submit invoices to Client Agency upon substantial completion and notice of commencement of energy cost savings of each authorized project, unless an amendment specifies special billing conditions and timeline. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the ESCO. Each invoice will clearly indicate that it is for the services rendered in performance under this *Agreement* and shall reflect this *Agreement* and Amendment number. Energy Program will invoice for any provided services within sixty (60) days of the expiration or termination of this *Agreement*.
- B. **PAYMENT PROCEDURE.** Client Agency shall pay all invoices received from Enterprise Services within thirty (30) days of receipt of properly executed invoice vouchers.
- C. **BILLING DETAIL.** Each invoice submitted to Client Agency by Enterprise Services shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this *Agreement* and include the following:
 - Amendment number and project
 - The date(s) such services were provided
 - Brief description of the services provided
 - Total invoice amount
- D. **BILLING ADDRESS.** Invoices shall be delivered to Client Agency electronically to:

Email: jemork@redmond.gov

5. **AGREEMENT MANAGEMENT.** The parties hereby designate the following *Agreement* administrators as the respective single points of contact for purposes of this *Agreement*, each of whom shall be the principal contact for business activities under this *Agreement*. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Amy Kim
Energy Project Manager
Energy Program
Washington Dept. of Enterprise Services
PO Box 41476
Olympia, WA 98504-1476
Tel: (360) 480-0022
Email: amy.kim@des.wa.gov

Client Agency

Attn: John Mork
Project Manager
City of Redmond
PO Box 97010
Redmond, WA 98073
Tel: (425) 556-2713
Email: jemork@redmond.gov

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program or ESCO.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this *Agreement*.

6. RECORDS.

- A. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this *Agreement* shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- B. **RECORDS RETENTION.** Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this *Agreement* or final payment for any service placed against this *Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- C. **OWNERSHIP.** Records and other information, in any medium, furnished by one party to this *Agreement* to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action. Each party will utilize reasonable security procedures and protections to assure that records and information provided by the other party are not erroneously disclosed to third parties.
- D. **PUBLIC RECORDS.** This *Agreement* and all related records are subject to public disclosure as required by RCW 42.56, the Public Records Act (PRA).

- 7. **RESPONSIBILITY OF THE PARTIES.** Each party to this *Agreement* assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.

8. **DISPUTE RESOLUTION.** The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this *Agreement* as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this *Agreement* while attempting to resolve any such dispute. If, however, a dispute persists regarding this *Agreement* and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall produce its description of the dispute in writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties.
9. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this *Agreement*, either party may terminate this *Agreement* upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this *Agreement* prior to the effective date of such termination.
10. **GENERAL PROVISIONS.**
- A. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable law.
 - B. **INTEGRATED AGREEMENT.** This *Agreement* constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
 - C. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this *Agreement* may not be amended or modified except in writing and signed by a duly authorized representative of each party.
 - D. **AUTHORITY.** Each party to this *Agreement*, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this *Agreement* and that its execution, delivery, and performance of this *Agreement* has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 - E. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this *Agreement*. Neither party is an agent of the other party nor authorized to obligate it.
 - F. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this *Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
 - G. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this *Agreement*, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

- H. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this *Agreement* in their entirety.
- I. CAPTIONS & HEADINGS. The captions and headings in this *Agreement* are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this *Agreement* nor the meaning of any provisions hereof.
- J. ELECTRONIC SIGNATURES. A signed copy of this *Agreement* or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this *Agreement* or such other ancillary agreement for all purposes.
- K. COUNTERPARTS. This *Agreement* may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this *Agreement* at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this *Agreement*.

11. NON-DISCRIMINATION/ANTI-DISCRIMINATION.

Except to the extent permitted by a bona fide occupational qualification, the Client Agency agrees as follows:

- A. The Client Agency shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age or the presence of any sensory, mental, or physical handicap. The Client Agency shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, marital status, sex, age or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training.
- B. The Client Agency shall in all solicitation for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin, marital status, sex, age or the presence of any sensory, mental, or physical handicap. The words "equal opportunity employer" in advertisements shall constitute compliance with this Article.
- C. The Client Agency shall include the provisions of the foregoing paragraphs 1 and 2 in every sub-agreement or purchase order for the goods or services which are the subject matter of this *Agreement*.
- D. In the event of non-compliance by the Client Agency with any of the non-discrimination provisions of the *Agreement*, the Owner shall have the right, at its option, to cancel the *Agreement*, in whole or in part. If the *Agreement* is canceled after partial performance, the Owner shall be obligated to pay fair market value or the *Agreement* price, whichever is lower, for goods or services which have been received and accepted.

- E. During the term of the *Agreement*, the Client Agency, including any consultant, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Client Agency, including any consultant, shall give written notice of this nondiscrimination requirement to any labor organizations with which Client Agency, or consultant, has a collective bargaining or other agreement.

EXECUTED AND EFFECTIVE as of the date of the last signature.

City of Redmond

By: _____
Name: _____
Title: _____
Date: _____

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____
Name: Kirsten G. Wilson, PE
Title: Energy Program Manager
Date: _____

ATTACHMENT A

PROJECT MANAGEMENT SERVICES SCOPE OF WORK

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Assist in resolution of disputes with the ESCO that arise during this *Agreement*, not to include formal disputes.
11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.

ATTACHMENT B

PROJECT MANAGEMENT FEE SCHEDULE

2023-25 Interagency Reimbursement Costs
for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION FEE</u>
5,000,001..... 6,000,000.....	\$68,800.....	25,700
4,000,001... .. 5,000,000.....	67,700.....	25,400
3,000,001..... 4,000,000.....	66,700.....	25,000
2,000,001..... 3,000,000.....	62,500.....	23,400
1,500,001..... 2,000,000.....	58,300.....	21,800
1,000,001..... 1,500,000.....	51,600.....	19,300
900,001. ... 1,000,000 43,800	16,400	
800,001..... .. 900,000.....	41,300.....	15,400
700,001..... .. 800,000.....	38,300.....	14,400
600,001..... .. 700,000.....	36,500.....	13,700
500,001..... .. 600,000.....	33,800.....	12,600
400,001..... .. 500,000.....	30,200.....	11,300
300,001..... .. 400,000.....	25,800.....	9,700
200,001..... .. 300,000.....	20,700.....	7,700
100,001..... .. 200,000.....	14,400.....	5,400
50,001..... .. 100,000.....	7,800.....	3,500
20,001..... .. 50,000.....	4,200.....	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum Energy Program termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services' Energy Program.
2. Termination fees cover the selection and project management costs associated with managing an ESCO's investment grade audit and energy services proposal. No termination fee will be charged unless Client Agency decided not to proceed to construction based on an energy services proposal that identifies projects that met Client Agency's cost effectiveness criteria.
3. If the project meets Client Agency's cost effectiveness criteria and Client Agency decides not to move forward with a project, then Client Agency will be invoiced per the above listed Termination Fee or \$25,700 whichever is less. If Client Agency decides to proceed with the project then the *Agreement* will be amended to include the Project Management Fee listed above.
4. If the audit fails to produce a project that meets Client Agency's established cost effectiveness criteria, then there is no cost to Client Agency and no further obligation by Client Agency.

ATTACHMENT C

MEASUREMENT & VERIFICATION SERVICES SCOPE OF WORK

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

If requested, Energy Program will provide the following measurement and verification services for each year beyond the first three years following the Notice of Commencement of Energy Cost Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with Client Agency and ESCO to review and discuss the annual Measurement and Verification report.



Memorandum

Date: 4/23/2024

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 24-176

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425-556-2427
Parks	Loreen Hamilton	425-556-2336

DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
Parks	Quinn Kuhnhausen	Facilities Manager

TITLE:

Approval of Puget Sound Energy Commercial Strategic Energy Management Program Agreement

OVERVIEW STATEMENT:

Staff recommends renewing the agreement with Puget Sound Energy (PSE) to participate in the Commercial Strategic Energy Management Program (Energy Management Program). This three-year program provides financial incentives, data, and training to support the reduction in electricity and natural gas consumption in City facilities through behavior changes, occupant engagement, operational improvements, facility maintenance, and benchmarking.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Environmental Sustainability Action Plan, Facilitates Strategic Management Plan, Community Strategic Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
The City partnered with PSE through the CSEM program in 2021. During that time, staff engaged in trainings, energy planning, and the Clean Buildings Accelerator Program. As a result of participation, the City received \$17,405 in incentives from PSE. PSE has recently added staff to the program and is scaling up support and

engagement as reflected in the updated scope of work.

OUTCOMES:

Participation in the PSE Energy Management Program will provide data, training, and incentives to further support more energy efficient City facilities. This directly supports the City's efforts to reduce greenhouse gas emissions.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:**Total Cost:**

Participation in PSE's Energy Management Program will rely on staff time and projects already budgeted through the CIP budget. PSE grant funds are disbursed on a performance basis, and the City is eligible for up to \$75,000 in funding over three years should the City meet all energy savings goals and targets.

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

Budget Offer Number:

N/A

Budget Priority:

N/A

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

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

Date: 4/23/2024

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 24-176

Type: Committee Memo

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/7/24	Business Meeting	Approve

Time Constraints:

PSE's Energy Management Program quantifies energy savings and distributes incentive funding annually based on performance.

ANTICIPATED RESULT IF NOT APPROVED:

If this agreement is not approved, the City would lose potential incentive funding.

ATTACHMENTS:

Attachment A: Draft Agreement

COMMERCIAL STRATEGIC ENERGY MANAGEMENT INCENTIVE AGREEMENT

This AGREEMENT is made this 7th day of February, 2024, by and between
PUGET SOUND ENERGY (“PSE”) and **CITY OF REDMOND** (“Participant”).

RECITALS

- A. Under PSE’s Electric Schedule 253, Gas Schedule 253, Electric Schedule 83, and Gas Schedule 183 as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, “Tariffs”), PSE offers incentives for electricity and natural gas Strategic Energy Management measures installed or implemented at facilities that receive electric or natural gas service from PSE.
- B. Participant intends to install or implement Strategic Energy Management measures and is requesting an incentive from PSE under its filed Tariffs.

AGREEMENTS

PSE and Participant agree as follows:

1. **PREMISE/METER LOCATION ADDRESS: 8701 160TH AVE NE REDMOND WA 98052 - CITY OF REDMOND - CSEM R1** (Please note: meter/premise address may differ from the site mailing address, full project site list can be found on Attachment B). Participant will install or implement the Strategic Energy Management measures listed in paragraph 2 (“Strategic Energy Management Measures”) at the above located facility and other facilities identified in **Attachment B – List of Facilities** (the “Premises”). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. **Strategic Energy Management Measures.** Participant represents that it will implement Strategic Energy Management Measures at the Premises which may be detailed in **Attachment C – Energy Management Plan**.

	Strategic Energy Management Measures	Measure Life	Total Cost ¹	Eligible Incentive ²
1.	CSEM - Performance Incentive - Year 1	3	\$30,000.00	\$21,000.00
2.	CSEM - Milestone Incentive 1	3	\$1,000.00	\$1,000.00
3.	CSEM - Training Allowance - Year 1	3	\$1,000.00	\$1,000.00

4.	CSEM - Performance Incentive - Year 2	3	\$30,000.00	\$21,000.00
5.	CSEM - Milestone Incentive 2	3	\$1,000.00	\$1,000.00
6.	CSEM - Training Allowance - Year 2	3	\$1,000.00	\$1,000.00
7.	CSEM - Performance Incentive - Year 3	3	\$30,000.00	\$21,000.00
8.	CSEM - Milestone Incentive 3	3	\$1,000.00	\$1,000.00
9.	CSEM - Training Allowance - Year 3	3	\$1,000.00	\$1,000.00
10.	CSEM - Target Incentive - Year 3	3	\$6,000.00	\$6,000.00
	TOTAL (includes sales tax)		\$102,000.00	\$75,000.00

¹ The “Total Cost” column is the sum of electric and gas measure costs and is for PSE internal reference only and is an assumed amount of committed resources to implement Strategic Energy Management Measures based on portfolio size. The costs listed in this column do not impact Participant’s eligibility for receiving incentive(s) under this agreement.

² The incentive amount(s) listed in this column are maximum values and could be reduced at PSE’s sole discretion in the event of additional energy savings benefiting Participant. See Section 3.

3. **Incentive.** Upon the execution by both parties and PSE’s receipt of this Commercial Strategic Energy Management Incentive Agreement within **90 days** of the agreement date, PSE agrees to grant the Participant, after installation or implementation by Participant of the Strategic Energy Management Measures, an amount equal to the eligible Strategic Energy Management incentive (“the Incentive”) set forth in **Attachment A – Scope of Work**. The parties agree that the Strategic Energy Management Measures must be installed or implemented and the Incentive paid within **36 months** of the signing of this Commercial Strategic Energy Management Incentive Agreement. In the event Participant’s energy usage benefits from other PSE-sponsored energy efficiency programs, the Incentive paid to Participant may, at PSE’s sole discretion, be reduced to reflect such benefits. Participant shall be responsible for paying any amount in excess of the amount of the Incentive.
4. **Separate Contract.** The purchase and implementation of the Strategic Energy Management Measures shall be pursuant to a separate contract between Participant and a strategic energy management energy champion (“SEM Energy Champion”). Participant acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase, installation, or implementation contract. All obligations to any SEM Energy Champion pursuant to any such contract shall be Participant’s responsibility. Participant expressly acknowledges that PSE’s involvement with respect to any aspect of the Strategic Energy Management Measures is limited to the furnishing of the Incentive Agreement. **PSE**

HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE STRATEGIC ENERGY MANAGEMENT MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE IMPLEMENTATION OF THE STRATEGIC ENERGY MANAGEMENT MEASURES, OR (C) THE INSTALLATION OR IMPLEMENTATION OF THE STRATEGIC ENERGY MANAGEMENT MEASURES.

5. **Final Cost Documentation, Access & Inspection:** Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life: (1) documentation verifying equipment purchased and/or work performed in connection with the Strategic Energy Management Measures installed or implemented; (2) reasonable access to and inspection of the Facility and Strategic Energy Management Measures installed therein before, during and/or after implementation; and (3) reasonable access to, inspection and use of energy usage data related to the Strategic Energy Management Measures including release of utility bills and Facility energy consumption information following implementation.
6. **Release.** Participant releases PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Strategic Energy Management Measures, (b) any materials and labor required for or used in the installation or implementation of the Strategic Energy Management Measures, (c) the installation or implementation of the Strategic Energy Management Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Disclaimer.** PSE conducts energy analyses at the request of its customers to determine the extent to which Strategic Energy Management measures are cost-effective. Any estimate of energy savings made by PSE in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the particular Strategic Energy Management Measures and not to be used for any other purpose. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Strategic Energy Management Measures.
8. **Termination.** In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Strategic Energy Management Measures multiplied by the dollar amount of the Incentive with respect to such Strategic Energy Management Measures. The Strategic Energy Management Incentive agreement may be reviewed annually to determine the cost-effectiveness and assess continuance. Either party may terminate this agreement with 30 days notice to the other parties.
9. **Incorporation of tariffs by reference.** This Agreement along with *Attachment A: Scope of Work* and *Attachment B: List of Facilities* are subject to the terms of the filed Tariffs, which are incorporated herein by this reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:

<https://www.pse.com/en/pages/rates/electric-tariffs-and-rules>
10. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements with respect to the Strategic Energy Management Measures identified herein. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.



Conservation Program:
Agreement No.:
Project No.:

SEM
1
P_1412102

PUGET SOUND ENERGY

PARTICIPANT
CITY OF REDMOND

By: Leslie D. Wright

By: _____

Name: Leslie Wright

Print Name: _____

Title: Mgr. Business Energy Management

Title: _____

Federal Tax I.D. No.: _____

ATTACHMENT A – SCOPE OF WORK

Renewal Project Intent

PARTICIPANT agrees to maintain and enhance its Strategic Energy Management (SEM) program which will provide leadership for efficient management of utility resources used in their organization which may include electricity and natural gas. During the renewal period, PARTICIPANT will revisit and update their Energy Management Plan (EMP) to ensure the savings are achieved through efficient operations, targeted building maintenance, low-cost actions, and behavior changes by facility users. The PARTICIPANT will continue to use a resource accounting software package to monitor resource use and to report savings.

Incentives

Table 1 provides a list of SEM incentives to support PARTICIPANT. Tasks and deliverables associated with the successful completion and payment of incentives are described for each measure in the “Incentive Requirements” section of the Scope of Work. The expectation of this contract is that the SEM program will exist for a minimum of three years from signing date.

Table 1: SEM Incentives – Project # P_1412102

	Measure	Term	Electric Measure Cost (for PSE)	Electric Incentive Amount	Gas Measure Cost (for PSE)	Gas Incentive Amount
1.	CSEM - Performance Incentive - Year 1	1 Year	\$25,000.00	\$17,500.00	\$5,000.00	\$3,500.00
2.	CSEM - Milestone Incentive 1	1 Year	\$833.00	\$833.00	\$167.00	\$167.00
3.	CSEM - Training Allowance - Year 1	1 Year	\$833.00	\$833.00	\$167.00	\$167.00
4.	CSEM - Performance Incentive - Year 2	1 Year	\$25,000.00	\$17,500.00	\$5,000.00	\$3,500.00
5.	CSEM - Milestone Incentive 2	1 Year	\$833.00	\$833.00	\$167.00	\$167.00
6.	CSEM - Training Allowance - Year 2	1 Year	\$833.00	\$833.00	\$167.00	\$167.00
7.	CSEM - Performance Incentive - Year 3	1 Year	\$25,000.00	\$17,500.00	\$5,000.00	\$3,500.00
8.	CSEM - Milestone Incentive 3	1 Year	\$833.00	\$833.00	\$167.00	\$167.00
9.	CSEM - Training Allowance - Year 3	1 Year	\$833.00	\$833.00	\$167.00	\$167.00
10.	CSEM - Target Incentive - Year 3	1 Year	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
TOTALS						

Notes

- Performance Incentive amount is variable based on PARTICIPANT performance, with a maximum incentive amount of up to the amount listed in the table. Refer to “Incentives” section for variable incentive details.
- Target Incentive will only be provided if PARTICIPANT meets performance target.
- Incentives are based on baseline period consumption.

PSE will provide incentives on an annual basis in accordance with Table 1. ***In order to receive the incentive, PARTICIPANT shall provide all deliverables required in “Customer Requirements”.*** The incentives will be as follows:

1. ***Performance Incentives*** – The performance incentive is equal to \$0.04/kWh and \$0.40/therm of “SEM Savings”. The total performance incentive is capped at 70% of the measure cost (see Table 1 for measure costs).
2. ***Target Incentive*** – The PARTICIPANT must meet or exceed the 3 year performance target with their “Total Savings” in order to qualify for the target incentive. The 3 year performance target will be a

ATTACHMENT A – SCOPE OF WORK

total of 9 percent savings across the portfolio over the incentive agreement. This incentive is only available once per incentive cycle and can be paid out once the 9 percent savings target has been met.

3. Training Allowance – The total incentive payment will be based on actual training and/or software costs and will not exceed the training allowance. Incentive payments can only be made once per program year.
4. Milestone Incentives – The milestone incentives will be paid upon completion of milestone incentive qualifiers. This can be found in Attachment F of this document.

Additional Services

In addition to the incentives listed, PSE will also provide services to PARTICIPANT. The services will include the following:

1. Access to Energy Data – PSE will maintain software providing PARTICIPANT with access to consumption and cost data. PSE will provide 15-minute electric data and hourly gas data for all viable meters associated with participating sites, identified in Attachment B.
2. Training – PSE will host a variety of trainings throughout the contract period in order to educate the SEM customers on best practices.

Participant Requirements

By participating in the SEM program, the PARTICIPANT agrees to the following:

1. Assign an Energy Champion – PARTICIPANT must delegate SEM activities to at least one person. This role must be maintained throughout participation in the SEM program. For the this agreement, the delegation is expected to be as follows:

Table 2: Staffing Breakdown – Energy Team

Name	Position	Responsibilities
Jenny Lybeck	Environmental Sustainability	CSEM Duties

2. Update Energy Management Plan (EMP) – PARTICIPANT should update and submit their EMP. The EMP provides an organizational guideline for effective and efficient management of utility resources including electricity and natural gas. A template is provided for an EMP in Attachment C.
3. Complete and Implement an Operations & Maintenance Program Plan (O&M Program Plan) – PARTICIPANT must complete, implement, and submit an O&M Program Plan within the contract. The O&M Program Plan provides a breakdown of each building system and the tasks required for efficient operations and maintenance of a building. A template is provided in attachment D.
4. Complete Quarterly Reporting – PARTICIPANT must complete and submit Quarterly Reporting in the form of an opportunity register for the buildings identified in Attachment B. The report includes an activity log that captures any significant action that impacted energy usage including:
 - a. Capital projects
 - b. O&M changes
 - c. Behavioral campaigns
 - d. Changes in occupied hours
 - e. Changes in occupancy
 - f. Changes in site square footage

A sample checklist is provided in Attachment E.

ATTACHMENT A – SCOPE OF WORK

5. **Host an Annual SEM Meeting** – PARTICIPANT must host an annual meeting, at minimum, with PSE, dedicated RCM staff, and senior management to review the program. At the time of the agreement, the following people are expected to attend the meeting:

Table 3: Top Management – Program Sponsors

Name	Position	Responsibilities
Lee Ann Skipton	Facility Manager	CSEM Management

The following table provides the delivery dates and requirements for a customer to participate in the SEM program:

Table 4: Deliverable Requirements

Time	Due Date ¹	Deliverable Requirement
Year 1, Quarter 1	03/31/2023	Quarterly Report
Year 1, Quarter 2	06/30/2023	Quarterly Report
Year 1, Quarter 3	09/30/2023	Quarterly Report
Year 1, Quarter 4	12/31/2023	Quarterly Report, EMP, O&M Program Plan, Annual Meeting, Introductory SEM Coursework Records
Year 2, Quarter 1	03/31/2024	Quarterly Report
Year 2, Quarter 2	06/30/2024	Quarterly Report
Year 2, Quarter 3	09/30/2024	Quarterly Report
Year 2, Quarter 4	12/31/2024	Quarterly Report, EMP, O&M Program Plan, Annual Meeting
Year 3, Quarter 1	03/31/2025	Quarterly Report
Year 3, Quarter 2	06/30/2025	Quarterly Report
Year 3, Quarter 3	09/30/2025	Quarterly Report
Year 3, Quarter 4	12/31/2025	Quarterly Report, EMP, O&M Program Plan, Annual Meeting

¹ PARTICIPANT has up to 60 calendar days from the due date to submit the deliverable requirement or within a time period determined by PSE. If PARTICIPANT does not provide the deliverables, PSE may terminate the contract and all services.

² EMP and O&M Program Plans only need to be resubmitted if there are changes

Training

PSE encourages PARTICIPANT to use the training allowance each year provided in Table 1. Each training allowance will expire if it is not used within the designated year. The person attending the training must be listed as an SEM resource in Table 2 or be approved by PSE. The training allowance is to be provided for SEM-related training courses, which include the following:

1. Building Operator Certification (BOC) training
2. Association of Energy Engineers (AEE) training
3. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) training
4. PSE-approved courses

The training allowance can also be used to offset the cost of energy management software used by the Energy Champion to track energy consumption/costs across the portfolio.

ATTACHMENT A – SCOPE OF WORK

To receive reimbursement up to the allotted amount, PARTICIPANT must submit evidence of payment for the training course (such as an invoice from the training organization) or software and evidence that the course has been completed (such as a transcript). PSE will determine if the information presented is sufficient for payment, and will reimburse to the customer as listed in the Incentive Agreement. It is not possible to reimburse individuals. PARTICIPANT must submit for reimbursement within 60 days of completing the course or within a time period determined by PSE.

Building Requirements

In order for a building to be included in PARTICIPANT's portfolio, it must have the following requirements or be approved by PSE:

1. Minimum Data – The building must have a minimum of 24 months of consecutive PSE utility data. In addition, PARTICIPANT must have occupied the building for a minimum of 12 months.
2. Minimum Meter Resolution – The meter associated with a building cannot serve more than three unique facility types (defined by operating hours and use) unless submetering data is provided by PARTICIPANT on an annual basis. For example, a campus gas meter for a steam plant that serves four different building types cannot be included in PARTICIPANT's portfolio if submetering is not provided. In this case, the gas usage associated with the campus gas meter would be excluded.
3. Predictability – The building utility consumption must be predictable based on independent variables as determined by PSE. The variables may include weather, occupancy hours, production units, etc. PARTICIPANT must provide the independent variable data other than weather (occupied hours, production units, etc.) per the required resolution (monthly, daily, etc.) to PSE on an annual basis as outlined in Attachment B.

Performance Targets

The baseline period for this incentive agreement is determined on a site by site basis; the base year chosen for each site is listed in Attachment B. Based on the total facility portfolio listed in Attachment B, the consumption of PSE supplied energy during the base period was 4,932,620 kWh and 107,814 therms. This equates to incentives and resource needs based on a **25%** personnel level for electricity and a **5%** personnel level for natural gas per PSE defined funding levels based on consumption (20,000,000 kWh for electricity, 2,000,000 therms for natural gas).

Each performance incentive will have a target reduction of 3 percent. Note that PARTICIPANT first year targets has been may be adjusted if the performance period is altered. The following table presents the targets for the three years:

Table 5: Savings Targets

Performance Period	Date Range	Savings Target	
		kWh	Therms
Year 1 Performance	01/01/2023 to 12/31/2023	147,979	3,234
Year 2 Performance	01/01/2024 to 12/31/2024	147,979	3,234
Year 3 Performance	01/01/2025 to 12/31/2025	147,979	3,234
Total		443,937	9,702

PSE Savings Calculations

PSE will calculate the savings of the performance period against the baseline period on an annual basis for PARTICIPANT. The baseline period consumption will be adjusted based on the independent variables that impact

ATTACHMENT A – SCOPE OF WORK

consumption, which may include weather, occupancy hours, production units, etc. PSE has identified the likely independent variables in Attachment B, but reserves the right to change the independent variables used.

The PARTICIPANT shall submit any information that would support adjustments to the baseline or the performance year energy usage. This may include changes to the building area, changes in occupancy, significant addition of plug loads (greater than 1% of annual consumption), etc.

PSE will quantify two types of savings for the incentive. The first calculation will be known as “Total Savings” and includes all savings associated with SEM activities and PSE-incentivized projects. The second calculation will be known as “SEM Savings” and is equal to the “Total Savings” minus savings associated with other PSE-incentivized projects.

Savings claimed for SEM efforts three years prior will count towards the “SEM Savings” target of the current year if demonstrated savings the savings have persisted.

The following table demonstrates how savings may be claimed for a sample portfolio:

Table 6: Example of Renewal Year 1 Savings Claims

Site	Adjusted Baseline Usage (kWh)	Renewal Year 1 Usage (kWh)	Renewal Year 1 Savings (kWh)	Sum of SEM Savings Reported in Previous 2 Years (kWh)	Past Non-SEM PSE-Incentivized Savings (kWh)	Renewal Year 1 Non-SEM PSE-Incentivized Savings (kWh)	Renewal Year 1 Total Savings (kWh)	Renewal Year 1 SEM Savings (kWh)
Site 1	1,000,000	700,000	300,000	200,000	0	0	100,000	100,000
Site 2	1,000,000	900,000	100,000	50,000	50,000	0	0	0
Site 3	1,000,000	600,000	400,000	0	0	100,000	400,000	300,000
Site 4	1,000,000	900,000	100,000	50,000	0	50,000	50,000	0
Site 5	1,000,000	1,100,000	(100,000)	100,000	0	0	0	0
Total							550,000	400,000

Table 6 Definitions

- Adjusted Baseline Usage – The baseline usage adjusted based on current independent variables (weather, occupancy hours, building area, production units, etc.) that impact consumption.
- Renewal Year 1 Usage – The usage of the site during the Renewal Year 1 reporting period.
- Renewal Year 1 Savings – The *Adjusted Baseline Usage* minus the *Renewal Year 1 Usage*.
- Sum of SEM Savings Reported in Previous 2 Years – The total amount of savings claimed through the SEM program over the last two years.
- Past Non-SEM PSE-Incentivized Savings – The total amount of savings claimed through other PSE programs (non-RCM) since the baseline period.
- Renewal Year 1 Non-SEM PSE-Incentivized Savings – The total amount of savings realized through other PSE programs (non-SEM) during the Renewal Year 1 reporting period.
- Renewal Year 1 Total Savings – The *Renewal Year 1 Savings* minus the *Sum of SEM Savings Reported in Previous 2 years* minus *Past Non-SEM PSE-Incentivized Savings*. Note that this number can’t be negative.
- Renewal Year 1 SEM Savings – The *Renewal Year 1 Total Savings* minus the *Renewal Year 1 Non-SEM PSE-Incentivized Savings*. Note that this number can’t be negative.

ATTACHMENT B – LIST OF FACILITIES

[illegible]

¹Annual consumption based on prorated billing data for 12 consecutive months concluding with the Baseline Period End Date. Baseline consumption may change or be adjusted by PSE when savings analysis is performed each year.

ATTACHMENT B – LIST OF FACILITIES

#	Site	Base Year	Baseline			
			Variables	kWh	Therms	SF
1	Farrel-McWhirter Park	1/1/2022	HDD, CDD	106,479	0	5,800
2	Fire Station 11	1/1/2022	HDD, CDD	166,147	9,446	16,800
3	Fire Station 12	1/1/2022	HDD, CDD	67,607	5,392	7,050
4	Fire Station 13	1/1/2022	HDD, CDD	49,226	4,244	7,300
5	Fire Station 14	1/1/2022	HDD, CDD	0	5,596	9,500
6	Fire Station 16	1/1/2022	HDD, CDD	95,757	9,041	9,852
7	Fire Station 17	1/1/2022	HDD, CDD	221,279	2,479	19,397
8	Fire Station 18	1/1/2022	HDD, CDD	66,284	4,649	7,714
9	Maintenance & Operations Center	1/1/2022	HDD, CDD	377,337	5,623	6,000
10	MOC - Building 1	1/1/2022	HDD, CDD	54,117	0	61,398
11	MOC - Building 5	1/1/2022	HDD, CDD	467,911	0	6,800
12	MOC - Trinity Building	1/1/2022	HDD, CDD	122,836	0	15,500
13	Park Operations	1/1/2022	HDD, CDD	98,918	4,938	6,500
14	Perrigo Park	1/1/2022	HDD, CDD	214,184	0	3,000
15	Redmond City Hall	1/1/2022	HDD, CDD	1,507,593	26,995	107,212
16	Redmond Community Center	1/1/2022	HDD, CDD	252,094	16,680	46,000
17	Redmond Public Safety Building	1/1/2022	HDD, CDD	1,064,851	12,732	24,000
			Total	4,932,620	107,814	359,823

¹Annual consumption based on prorated billing data for 12 consecutive months concluding with the Baseline Period End Date. Baseline consumption may change or be adjusted by PSE when savings analysis is performed each year.



Memorandum

Date: 4/23/2024

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 24-181

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Zach Houvener	Deputy Parks Director
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TITLE:

2024 Parks and Environmental Sustainability Committee Workplan

OVERVIEW STATEMENT:

Approval of the 2024 PES Workplan

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

REQUESTED ACTION:

☐ Receive Information ☒ Provide Direction ☐ Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A
- **Council Request:**
April 2024
- **Other Key Facts:**
Council has requested that Committee of the Whole workplans be approved for 2024

OUTCOMES:

Provide an overview of the PES workplan items for 2024

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A

Date: 4/23/2024

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 24-181

Type: Committee Memo

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Workplan items could be delayed

Date: 4/23/2024

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 24-181

Type: Committee Memo

ATTACHMENTS:

Attachment A: Draft 2024 PES Workplan



Redmond
WASHINGTON

**Committee of the Whole –
Parks and Environmental Sustainability**

2024 Work Plan

Presiding Officer: Councilmember Nuevacamina

**Directors: Loreen Hamilton, Parks and Recreation
Lisa Maher, Deputy Director, Executive**

Quarter	Parks	Environmental Sustainability	Executive
1	<ul style="list-style-type: none">• Redmond Senior & Community Center Update• Redmond Lights Recap• Dog Parks & Community Gardens Plan - February• SE Redmond Park Master Plan• Tree Health Risk Assessment and Mitigation Project – Draft Project Review• Climate Resiliency and Sustainability in Vegetation Management Project – Draft Project Review	<ul style="list-style-type: none">• Environmental Sustainability Action Plan Implementation Update (BIMONTHLY)• Energy Smart Eastside Update	
2	<ul style="list-style-type: none">• Redmond Senior & Community Center Update• Derby Days Plan• 1% for Public Art Ordinance• Facilities Strategic Plan Implementation*• Facilities Condition Assessment• Climate Resiliency & Sustainability in Vegetation Management*• Fee Assistance Program Update	<ul style="list-style-type: none">• Environmental Sustainability Action Plan Implementation Update (BIMONTHLY)• Solar Plus Energy Storage Study Update• Environmental Sustainability Advisory Committee• Climate Resilience Update	<ul style="list-style-type: none">• Council Liaison/Volunteer Coordinator Update



Redmond
WASHINGTON

**Committee of the Whole –
Parks and Environmental Sustainability**

2024 Work Plan

	<ul style="list-style-type: none">• RCC 3 Update• Municipal Campus Parking		
3	<ul style="list-style-type: none">• Events Recap• Summer Program Recap• Recreation & Community Centers Plan• Alternate Funding Program• Tree Canopy Implementation*• Citywide Building Security	<ul style="list-style-type: none">• Environmental Sustainability Action Plan Implementation Update (BIMONTHLY)• 2023 Annual Progress Report• EV Infrastructure Planning	
4	<ul style="list-style-type: none">• ADA Improvement Program Update• Redmond Lights Plan	<ul style="list-style-type: none">• Environmental Sustainability Action Plan Implementation Update (BIMONTHLY)• Energy Smart Eastside Update• 2025 ESAP Update Overview	<ul style="list-style-type: none">• Council Liaison/Volunteer Coordinator Update

*items that are both Parks and Environmental Sustainability



Memorandum

Date: 4/23/2024

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 24-172

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
Public Works	Aaron Bert	425-556-2733

DEPARTMENT STAFF:

Public Works	Eric Dawson	Senior Engineer
Parks	Zach Houvener	Deputy Director

TITLE:

Redmond Senior & Community Center Update

OVERVIEW STATEMENT:

Staff will present a programmatic update on the Redmond Senior & Community Center project including program planning, operations, staffing, and Grand Opening information.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - Envision Redmond Senior Center Building Stakeholders Report March 2020
 - Redmond Community Strategic Plan
 - 2017 Community Priorities for the Future of Redmond's Community Centers Report
 - Redmond Comprehensive Plan
 - Redmond Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan
 - Redmond Facilities Strategic Management Plan
 - 2017-2022 Redmond Capital Investment Program (CIP). Redmond Zoning Code 21.10.070B
- **Required:**

City Comprehensive Plan: FW-23, CC-12, PR-19, PR-35, PR-36, PR-37, PR-38, UC-19, UC-20, DT-12, and DT-15, Redmond Zoning Code-RZC 21.10.070B
- **Council Request:**

On July 20, 2021, Council provided direction to proceed with the design and construction of the Redmond Senior & Community Center at a total cost of \$44 million. The budget of \$58 million was adopted in the 2023-2024 budget. On February 20, 2024, Council approved a budget increase for the Redmond Senior & Community Center of \$3,700,000 for a total project budget of \$61,700,000.

- **Other Key Facts:**

N/A

OUTCOMES:

Inform City Council on the progress of planning for opening and operations of the Redmond Senior & Community Center.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

See Attachment A - Community and Stakeholder Outreach and Involvement

- **Outreach Methods and Results:**

See Attachment A - Community and Stakeholder Outreach and Involvement

- **Feedback Summary:**

See Attachment A - Community and Stakeholder Outreach and Involvement

BUDGET IMPACT:**Total Cost:**

The City Council approved a total project budget of \$61.7 million for the design and construction of the Redmond Senior & Community Center.

Approved in current biennial budget:

☒ **Yes**

☐ **No**

☐ **N/A**

Budget Offer Number:

CIP

Budget Priority:

Infrastructure, Healthy and Sustainable, Vibrant and Connected

Other budget impacts or additional costs:

☐ **Yes**

☒ **No**

☐ **N/A**

If yes, explain:

N/A

Funding source(s):

CIP - \$187,000

General Fund Surplus - \$13.465 million

Park Impact Fees - \$14.498 million

REET - \$15.800 million

Councilmanic Bonds - \$16 million

King County Parks Levy Grant - \$500,000

Date: 4/23/2024

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 24-172

Type: Committee Memo

State Capital Grant - \$1.25 million

Budget/Funding Constraints:

The City Council approved a total project budget of \$48 million on February 15, 2022. Councilmanic Bonds were issued with City Council approval in May 2022. Construction has commenced and costs have continued to be high due to a volatile market and inflation. The budget was increased to \$61.7 million in February 2024.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
See Attachment B	N/A	N/A

Proposed Upcoming Contact(s)

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

Time Constraints:

This project continues to run on a tight timeline and will continue briefing City Council regularly.

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A - Community and Stakeholder Outreach and Involvement

Attachment B - Council Review Previous Contacts

Redmond Senior and Community Center Update
Attachment A – Community/Stakeholder Outreach and Involvement

- **Timeline (previous or planned)**

01/09/2020	Stakeholder Conference Call
01/15/2020	Public Meeting - Facilitated by EnviroIssues and Patano
01/16/2020	Lunch Briefing with Seniors
01/23/2020	Public Meeting - Facilitated by EnviroIssues and Patano
02/06/2020	RYPAC Senior Center Discussion
02/10/2020	Community Centers Open House - Facilitated by Patano
02/24/2020	Stakeholder Meeting #1 - Facilitated by EnviroIssues
03/05/2020	Stakeholder Meeting #2 - Facilitated by EnviroIssues
12/14/2020	Project Update for Stakeholder Group and “Meet and Greet” with Architect Team
01/11/2021	Project Stakeholder Group Meeting #1
01/25/2021	Project Stakeholder Group Meeting #2
02/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations, Community Members, BIPOC Communities, etc., Leading Up to Public Meetings
02/17/2021	First Online Questionnaire Launches (Closed On 03/10/2021)
02/24/2021	Virtual Public Meeting #1 (Senior Focused Daytime & General Public Evening)
03/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations, Community Members, BIPOC Communities, etc., Leading Up to Public Meetings
03/01/2021	Project Stakeholder Group Meeting #3
03/22/2021	Project Stakeholder Group Meeting #4
03/24/2021	Virtual Public Meeting #2 (Senior Focused Daytime & General Public Evening)
03/24/2021	Second Online Questionnaire Launches (Closed on 04/03/2021)
05/24/2021	Project Stakeholder Group Meeting #5
06/14/2021	Project Stakeholder Group Meeting #6
10/11/2021	Project Stakeholder Group Meeting #7
11/15/2021	Project Stakeholder Group Meeting #8
01/10/2022	Project Stakeholder Group Meeting #9
02/28/2022	Project Stakeholder Group Meeting #10
Monthly Briefings	Parks and Trails Commission
Monthly Briefings	Arts and Culture Commission
Monthly Briefings	Senior Advisory Committee

Redmond Senior and Community Center Update
Attachment B – Council Review Previous Contacts

Date	Meeting	Requested Action
09/17/2019	Business Meeting	Receive Information
12/03/2019	Business Meeting	Receive Information
02/11/2020	Study Session	Receive Information
02/25/2020	Committee of the Whole - Finance, Administration, and Communications	Receive Information
03/03/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/02/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/23/2020	Study Session	Receive Information
07/07/2020	Committee of the Whole - Parks and Human Services	Receive Information
07/28/2020	Study Session	Receive Information
08/04/2020	Committee of the Whole - Parks and Human Services	Receive Information
08/11/2020	Committee of the Whole - Planning and Public Works	Provide Direction
09/01/2020	Committee of the Whole - Parks and Human Services	Provide Direction
09/15/2020	Business Meeting	Approve
10/22/2020	Special Meeting	Approve
12/01/2020	Committee of the Whole - Parks and Human Services	Receive Information
01/05/2021	Committee of the Whole - Parks and Human Services	Approve
01/19/2021	Business Meeting	Approve
02/09/2021	Committee of the Whole - Planning and Public Works	Approve
02/16/2021	Business Meeting	Approve
03/09/2021	Study Session	Receive Information
04/06/2021	Committee of the Whole - Parks and Human Services	Receive Information
04/20/2021	Business Meeting	Approve
05/04/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/01/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/22/2021	Study Session	Receive Information
07/06/2021	Business Meeting	Receive Information
07/20/2021	Business Meeting	Approve
08/24/2021	Committee of the Whole - Finance, Administration, and Communications	Receive Information
09/07/2021	Committee of the Whole - Parks and Human Services	Receive Information
09/14/2021	Committee of the Whole - Planning and Public Works	Provide Direction
09/21/2021	Business Meeting	Approve
10/05/2021	Committee of the Whole – Parks and Human Services	Receive Information
10/26/2021	Study Session	Receive Information
11/01/2021	Business Meeting	Approve
01/25/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
02/01/2022	Business Meeting	Receive Information
02/15/2022	Business Meeting	Approve

02/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
03/01/2022	Business Meeting	Approve
03/08/2022	Study Session	Provide Direction
03/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
04/05/2022	Business Meeting	Approve
05/03/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
07/26/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
08/16/2022	Business Meeting	Receive Information
08/23/2022	Business Meeting	Receive Information
01/24/2023	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
07/05/2023	Business Meeting	Receive Information
10/23/23	Special Meeting	Receive Information
2/20/24	Business Meeting	Approve
02/27/2024	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
03/26/2024	Committee of the Whole – Parks and Environmental Sustainability	Receive Information



Memorandum

Date: 4/23/2024

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 24-177

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files, Chief Operating Officer	425-556-2166
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DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:

Proposed Revisions to Salary Commission Redmond Municipal Code Sections 2.38 and 4.47

OVERVIEW STATEMENT:

The Redmond Municipal Code (RMC) provides that the salaries for the Mayor and City Council will be reviewed every four years during years in which the Office of the Mayor is up for election. Through Council discussions the recommended changes to RMC 2.28 and 4.47 are contained in Attachment A. Should Council approve the changes to move forward At the Committee of the Whole the changes to the code will be placed on the May 21st business meeting agenda.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Municipal Code Chapters 2.38 and 4.47.
- **Required:**
N/A
- **Council Request:**
Finance, Administration and Communications Committee of the Whole, February 13, 2024.
- **Other Key Facts:**
The previous process to review the Mayor and City Council salaries resulted in no increases for the Mayor and Council. Amending the RMC would allow staff to recruit salary commission members and review Mayor and Council salaries to ensure pay is commensurate with current market data.

OUTCOMES:

The Redmond Municipal Code only allows for Mayor and Council salaries to be reviewed every four years when the office of the Mayor is up for election. Per the discussion in February, Council requested options to amend the RMC regarding Salary Commission timing and procedures. Options were presented to Council on April 9th (see Attachment B).

Changes to the Redmond Municipal Code to implement the preferred option discussed on April 9th include:

- Establishing a standing Salary Commission to review Council salaries every even year to coincide with the budget process.
- Establish procedures for the removal of Salary Commissioners.
- Clarifying the Salary Commission cannot impose obligations upon Councilmembers that are not consistent with state statutes.
- Increasing the number of Salary Commissioners from five to seven members and revising the quorum requirements.
- Ensure decisions are made by the majority of the Commission.

Should Council agree with the revised code an ordinance will be brought for final approval on May 21, 2024.

In addition, staff researched the history of Council benefits. It appears that Council made the decision to include benefits in their compensation in the past not the Salary Commission. Currently, Human Resources is preparing a comparison of Council benefits from comparable cities. We have learned Bellevue, Issaquah, and Kirkland, unlike Redmond, rely on their Salary Commission to set salaries and benefits for their Councils although statutes limit Salary Commission work to salary decisions. If Council would like to look at benefits, staff recommends proposing a benefits package for Council to coincide with the Salary Commission work in the future.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:**Total Cost:**

N/A

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

N/A

Budget Priority:

Strategic and Responsive

Date: 4/23/2024

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 24-177

Type: Committee Memo

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

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/13/2024	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
4/9/2024	Study Session	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/21/2024	Business Meeting	Approve

Time Constraints:

No time constraints are anticipated for this action. However, if changes to the Redmond Municipal Code changes are approved in a timely manner, the action would give staff enough time to establish a Salary Commission in 2024 and conclude the work in time to be placed in the 2025-2026 biennial budget process.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the next Salary Commission will be recruited in the next mayoral election year.

ATTACHMENTS:

Attachment A: Changes to Redmond Municipal Code 2.38 and 4.47

Attachment B: Question and Answer Matrix from Study Session on 4/9/2024

Attachment C: Historical Salary Commission Ordinances

Attachment A

Chapter 2.38 MAYOR AND COUNCIL SALARY REVIEW

Sections:

2.38.010 Mayor Salary Review.

2.38.020 Council Salary Review.

2.38.010 Mayor Salary Review.

A. The salary of the Mayor shall be set by the Redmond City Council.

B. The Redmond City Council shall review the Mayor's salary and benefit compensation every ~~four even years, in the year when the office of Mayor will be up for election.~~ The City Council shall reach a decision on any adjustments in the Mayor's salary and benefit compensation ~~prior in time to incorporate in the biennial budget. to May 1 of any such year so that such adjustments are known at the time the candidate filing period for the office of Mayor is opened.~~ (Ord. 3116 § 3, 2023).

Commented [MF1]: Changed wording to even years to make sure process can be timed with the biennial budget.

2.38.020 Council Salary Review.

A. The salary of the Council shall be set by the Redmond Salary Commission in accordance with RMC Chapter [4.47](#).

B. A new Salary Commission will be convened every ~~four even years, on at~~ the same ~~schedule time~~ as the Mayor salary review described in RMC [2.38.010](#), to review the Council salary and benefit compensation. ~~The Redmond Salary Commission shall reach a decision on any adjustments in the Council's salary and benefit compensation prior to May 1 of any such year so that such adjustments are known at the time the candidate filing period is opened.~~ (Ord. 3116 § 3, 2023).

The Redmond Municipal Code is current through Ordinance 3147, passed December 5, 2023.

Disclaimer: The city clerk's office has the official version of the Redmond Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.redmond.gov](http://www.redmond.gov)

[Hosted by Code Publishing Company, A General Code Company.](#)

The Redmond Municipal Code is current through Ordinance 3147, passed December 5, 2023.

Chapter 4.47

REDMOND SALARY COMMISSION

Sections:

- 4.47.010 Commission created – Purpose.**
- 4.47.020 Membership – Appointment.**
- 4.47.030 Term of appointment.**
- 4.47.040 Removal.**
- 4.47.050 Commission meetings – Rules of procedure.**
- 4.47.060 Salary increases and decreases – Effective date.**
- 4.47.070 Referendum measures.**
- 4.47.080 Effect of Commission action on laws and ordinances.**

4.47.010 Commission created – Purpose.

A. An independent salary commission is hereby created for the purpose of setting the salary of the City Council of the City of Redmond. The official name of the Commission shall be the Redmond Salary Commission. The Commission shall review and establish the salaries of the members of the Council and exercise the powers and perform the duties established by RCW [35.21.015](#), as now existing or hereafter amended. (Ord. 3116 § 2, 2023).

4.47.020 Membership – Appointment.

A. The Redmond Salary Commission shall be composed of ~~five~~^{seven} members appointed by the Mayor with confirmation by the Council. Redmond Salary Commission members will be deemed to be eligible for appointment through the application process prior to confirmation, and it shall be unnecessary for the candidates to be interviewed by the Mayor or Council. No member shall be an officer, official, or employee of the City of Redmond or any of their immediate family members. For purposes of this chapter, “immediate family member” means the parents, spouse, siblings, children, or other dependent relatives of the officer, official, or

employee, whether or not living in the household of the officer, official, or employee. All members shall be residents of the City. (Ord. 3116 § 2, 2023).

4.47.030 Term of appointment.

A. ~~The regular term of office for the Redmond Salary Commission shall be from time of appointment and Council confirmation until the salary review is complete and the Commission files a salary schedule with the City Clerk or determines no change should be made. At that time the Redmond Salary Commission terms will expire.~~ The terms of the first commission members appointed under this chapter shall be staggered as follows: four members shall be appointed for initial terms of four years and three members shall be appointed for initial terms of two years. All appointments and reappointments thereafter shall be for four years. Members appointed to fill a vacancy shall serve for the duration of the unexpired term. Each member shall hold office until a successor is appointed and confirmed even if after the end of the term.

B. ~~The Commission will not meet again until the City Council confirms a new Salary Commission for purposes of further studying Council compensation. A new Salary Commission will be convened every four years per RMC 2.38.020.~~

~~BC.~~ No member shall be appointed to more than two terms on the Redmond Salary Commission, whether consecutive or otherwise. (Ord. 3116 § 2, 2023).

Commented [MF1]: Establishes the terms for each commissioner for a standing commission.

4.47.040 Removal.

A. The Mayor may remove ~~a up to two~~ members of the Redmond Salary Commission ~~between appointment cycles~~ during the member's term of office only for cause of incapacity, incompetence, neglect of duty, malfeasance in office or for a disqualifying change of residence. If such a removal occurs, the Mayor will notify the Council of the occurrence. The removal of more than two members of the Redmond Salary Commission between appointment cycles for cause of incapacity, incompetence, neglect of duty, or malfeasance in office or for a disqualifying change of residence is subject to majority approval of the City Council. If the Mayor notifies the Council of an intent to remove more than two members of the Redmond

Commented [MF2]: The Mayor can remove two commission members while notifying the Council. Any more than two need Council's approval. If commissioners are removed work ceases until the commission can be reestablished.

Salary Commission, the Salary Commission shall not meet or take action until the City Council votes on the Mayor's intended removal. (Ord. 3116 § 2, 2023).

4.47.050 Commission meetings – Rules of procedure.

A. The Salary Commission shall review the Council's salary each even year, at the same time as the Mayor salary review described in RMC 2.38.010.

Commented [MF3]: Providing a reference to RMC 2.38.010 where additional salary commission rules are spelled out.

B. The Redmond Salary Commission shall meet on a regular schedule determined by City staff, with the understanding that attendance at all meetings is essential to finalizing the review and reaching a decision within the established timeline.

BC. The Redmond Salary Commission shall review current Councilmember salaries in relationship to the duties of the Council, salaries of comparable jurisdictions, current market conditions, and any other factors as determined by the Commission.

DC. All meetings shall be governed by the provisions of the Open Public Meetings Act and shall be open to the public except as may be otherwise allowed under that Act.

ED. Three Four members of the Commission shall constitute a quorum, ~~and the votes of three members shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the Salary Commission.~~

FE. The Commission shall adopt rules of procedure to govern its meetings. Such rules shall make provision for the taking of minutes and the keeping of Commission records and shall provide for the election of such officers as are deemed necessary by the Commission for the conduct of its business. (Ord. 3116 § 2, 2023).

G. The Salary Commission may only make decisions on the salaries of Council and may not impose duties, obligations, or expectations on council positions.

Commented [MF4]: Clarifying the Salary Commission cannot impose obligations on the Council that are not spelled out in the statutes.

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4.47.060 Salary increases and decreases – Effective date.

A. As provided in State law, the Redmond Salary Commission shall have the authority to establish the salaries of the Council. The decision on a salary increase, decrease, or determining there should be no salary change shall be made by the majority vote of the **entire** Commission.

Commented [MF5]: Word added to prevent a tie vote and ensure decisions made are made by the majority.

B. Upon determining to change any salary, the Commission shall file a written salary schedule reflecting the change with the City Clerk. The City Clerk shall post the salary schedule on the City's website as soon as practicable after receiving the schedule from the Salary Commission.

1. Salary increases established by the Commission shall become effective as to the covered positions thirty (30) days after the salary schedule is filed with the City Clerk, unless a valid referendum petition is filed as provided in this chapter. Salary increases shall be effective as to the covered positions regardless of their terms of office.

2. Salary decreases established by the Commission shall become effective as to incumbent City Councilmembers at the commencement of their next subsequent term of office.

C. Approved salary changes for which no referendum petition is filed shall become effective and be incorporated into the City's budget without further action of the City Council or the Redmond Salary Commission. (Ord. 3116 § 2, 2023).

4.47.070 Referendum measures.

A. Salary increases and decreases shall be subject to referendum petition by the people of the City of Redmond in the same manner as provided for City ordinances under RMC Chapter [1.12](#), as the same now exists or may be hereafter amended.

B. A referendum petition seeking a vote on a salary increase or decrease must be filed within thirty (30) days after the written salary schedule reflecting the change is filed with the City Clerk.

C. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by vote of the people.

D. Referendum measures under this chapter shall be submitted to the voters of the City at the next following general or municipal election occurring thirty (30) days or more after the

referendum petition is filed and shall be otherwise governed by the provisions of the State Constitution or laws generally applicable to referendum measures. (Ord. 3116 § 2, 2023).

4.47.080 Effect of Commission action on laws and ordinances.

A. The action of the Redmond Salary Commission fixing the salary of the Council shall supersede any other provision of State law or City ordinance related to the City's budgets or to the fixing of salaries. (Ord. 3116 § 2, 2023).

The Redmond Municipal Code is current through Ordinance 3147, passed December 5, 2023.

Disclaimer: The city clerk's office has the official version of the Redmond Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.redmond.gov](http://www.redmond.gov)

[Hosted by Code Publishing Company, A General Code Company.](#)

The Redmond Municipal Code is current through Ordinance 3147, passed December 5, 2023.

Attachment A
Salary Commission
Questions and Proposed Code Changes

Question	Response
1. Can salaries be retroactive?	<p>Council salaries cannot be retroactive as the decision of the Salary Commission is subject to referendum and decisions need to be known and forward looking to be approved.</p> <p>RCW 35.21.015 (6) - Salary increases and decreases shall be subject to referendum petition by the people of the town or city in the same manner as a city ordinance upon filing of such petition with the city clerk within thirty days after filing of the salary schedule. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by vote of the people.</p>
2. Can Council approve Salary Commission recommendation?	<p>Per Salary Commission statutes, a change in salary posed by the commission and filed with the City Clerk goes into effect with no further action of the City Council (RCW 35.21.015(3)). If the Council chose to approve their salaries the Salary Commission in section 4.47 would be eliminated from the code and Council salaries would be governed by RCW 35A.12.070 and Article 11 Section 8 of the State Constitution.</p>
3. Provide prior ordinances that changed Salary Commission language.	<p>See City of Redmond Ordinances 2111, 2157, 2262, and 3116</p>

Code Revision	Potential Code Change
<p>1. Provide flexibility in the timing of Mayor and Council salary review</p>	<p>RMC 2.38.010(B) – The Redmond City Council shall review the Mayor’s salary and benefit compensation periodically, but at least every four years, in the year when the office of the Mayor will be up for election. The City Council shall reach a decision on any adjustments in the Mayor’s salary and benefit compensation prior to May 1 of any year so that such adjustments are known at the time the candidate filing period for the office of Mayor is opened.</p> <p>RMC 2.38.020(B) – A new Salary Commission will be convened at least every four years, on the same schedule at the same time as the Mayor salary review described in RMC 2.38.010, to review the Council salary and benefit compensation. The Redmond Salary Commission shall reach a decision on any adjustments in the Council’s salary and benefit compensation prior to May 1 of any such year so that such adjustments are known at the time the candidate filing period is open.</p> <p>RMC 4.47.030(B) – The Commission will not meet again until the City Council confirms a new Salary Commission for purposes of further studying Council compensation. A Salary Commission will be convened at least every four years per RMC 2.38.020.</p>

Code Revision	Potential Code Change
<p>2. Establish Salary Commission in budget years.</p>	<p>2.38.010(B) - The Redmond City Council shall review the Mayor's salary and benefit compensation every four odd years, in the year when the office of Mayor will be up for election. The City Council shall reach a decision on any adjustments in the Mayor's salary and benefit compensation prior to May 1 of any such year so that such adjustments are known and can be incorporated in the biennial budget. at the time the candidate filing period for the office of Mayor is opened.</p> <p>RMC 2.38.020(B) – A new Salary Commission will be convened every four odd years, on the same schedule at the same time as the Mayor salary review described in RMC 2.38.010, to review the Council salary and benefit compensation. The Redmond Salary Commission shall reach a decision on any adjustments in the Council's salary and benefit compensation prior to May 1 of any such year so that such adjustments are known at the time the candidate filing period is open.</p> <p>RMC 4.47.030(A) - The regular term of office for the Redmond Salary Commission shall be from time of appointment and Council confirmation until the salary review is complete and the Commission files a salary schedule with the City Clerk or determines no change should be made. At that time the Redmond Salary Commission terms will expire.</p> <p>RMC 4.47.030(B) – The Commission will not meet again until the City Council confirms a new Salary Commission for purposes of further studying Council compensation. A Salary Commission will be convened every four odd years per RMC 2.38.020.</p>

Code Revision	Potential Code Change
<p>3. Establish Salary Commission annually to account for CPI increases and provide for staggered terms.</p>	<p>2.38.010(B) - The Redmond City Council shall review the Mayor's salary and benefit compensation every four years, in the year when the office of Mayor will be up for election. The City Council shall reach a decision on any adjustments in the Mayor's salary and benefit compensation prior to May 1 of any such year. so that such adjustments are known at the time the candidate filing period for the office of Mayor is opened.</p> <p>RMC 2.38.020(B) – A new Salary Commission will be convened every four years, on the same schedule at the same time as the Mayor salary review described in RMC 2.38.010, to review the Council salary and benefit compensation. The Redmond Salary Commission shall reach a decision on any adjustments in the Council's salary and benefit compensation prior to May 1 of any such year so that such adjustments are known at the time the candidate filing period is open.</p> <p>RMC 4.47.030(A) The regular term of office for the Redmond Salary Commission shall be from time of appointment and Council confirmation until the salary review is complete and the Commission files a salary schedule with the City Clerk or determines no change should be made. At that time the Redmond Salary Commission terms will expire. The terms of the first committee members appointed under this chapter shall be staggered as follows: four members shall be appointed for initial terms of four years and three members shall be appointed for initial terms of two years. All appointments and reappointments thereafter shall be for four years. Members appointed to fill a vacancy shall serve for the duration of the unexpired term. No member shall serve more than two terms. Each member shall hold office until a successor is appointed and confirmed even if after the end of the term.</p> <p>RMC 4.47.030(B) – The Commission will not meet again until the City Council confirms a new Salary Commission for purposes of further studying Council compensation. A Salary Commission will be convened every four years per RMC 2.38.020.</p>

Code Revision	Potential Code Change
4. Change Salary Commission members from 5 to 7 members and change quorum requirements	<p>4.47.020(A) - The Redmond Salary Commission shall be composed of five seven members appointed by the Mayor with confirmation by the Council. Redmond Salary Commission members will be deemed to be eligible for appointment through the application process prior to confirmation, and it shall be unnecessary for the candidates to be interviewed by the Mayor or Council. No member shall be an officer, official, or employee of the City of Redmond or any of their immediate family members. For purposes of this chapter, “immediate family member” means the parents, spouse, siblings, children, or other dependent relatives of the officer, official, or employee, whether or not living in the household of the officer, official, or employee. All members shall be residents of the City.</p> <p>4.47.050(D) - Three Four members of the Commission shall constitute a quorum and the votes of three four members shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the Salary Commission.</p>
5. Provide clarity on the role of the Salary Commission	<p>Clarifying the role of the Salary Commission would require an addition to the Redmond Municipal Code (see recommendation below).</p> <p>4.47.050(F) - The Salary Commission may only make decisions on the salaries of Council and may not impose duties, obligations, or expectations on council positions.</p>
6. Modify removal of Commissioners, if necessary	<p>The reasons for removal of Salary Commission members in RMC 4.47.040 are consistent with the state statutes. See RCW 35.21.015(1)(c).</p> <p>If removal of members becomes necessary, Council could choose to modify the language of RMC 4.47.040 to read:</p> <p><i>The Mayor may remove <u>up to two members</u> of the Redmond Salary Commission <u>per review cycle</u> during the member’s term of office only for cause of incapacity, incompetence, neglect of duty, or malfeasance in office or for a disqualifying change of residence. <u>The removal of more than two members of the Redmond Salary Commission per review cycle for cause of incapacity, incompetence, neglect of duty, or malfeasance in office or for a disqualifying change of residence is subject to majority approval of the City Council.</u></i></p>

ORDINANCE NO. 2111

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ESTABLISHING AN INDEPENDENT SALARY COMMISSION IN ORDER TO SET THE SALARIES OF THE CITY'S ELECTED OFFICIALS, PROVIDING FOR THE APPOINTMENT AND TERMS OF COMMISSION MEMBERS AND FOR REMOVAL OF THE SAME, ESTABLISHING EFFECTIVE DATES FOR SALARY INCREASES AND DECREASES APPROVED BY THE COMMISSION, SUBJECT TO REFERENDUM, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 73, Laws of 2001, authorizes cities to establish independent commissions in order to set the salaries of elected city officials, subject to certain terms and conditions, and

WHEREAS, the Redmond City Council has determined to create such a commission for the purpose of setting the salaries of the Mayor and City Council, NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Commission Created – Purpose. An independent salary commission is hereby created for the purpose of setting the salaries of the Mayor and City Council of the City of Redmond. The official name of the Commission shall be the Redmond Salary Commission.

Section 2. Membership – Appointment. The Redmond Salary Commission shall be composed of seven members appointed by the Mayor with confirmation by the City

Council. No member shall be an officer, official, or employee of the City of Redmond or any of their immediate family members. For purposes of this Ordinance, “immediate family member” means the parents, spouse, siblings, children, or other dependent relatives of the officer, official, or employee, whether or not living in the household of the officer, official, or employee. All members shall be residents of the City.

Section 3. Term of Appointment. The regular term of office for Redmond Salary Commissioners shall be four years. Each member shall hold office until a successor is appointed and confirmed. Regular terms shall commence January 1 and end December 31. Initial terms shall be staggered with three members appointed for terms beginning upon their appointment in January 2003, and ending on December 31, 2004, and four members appointed for terms beginning upon their appointment in January 2003, and ending December 31, 2005. After expiration of the initial terms, subsequent appointees shall serve a regular four-year term. No member shall be appointed to more than two terms on the Redmond Salary Commission, whether consecutive or otherwise.

Section 4. Removal. The Mayor may remove a member of the Redmond Salary Commission during the member’s term of office only for cause of incapacity, incompetence, neglect of duty, or malfeasance in office or for a disqualifying change of residence.

Section 5. Commission Meetings – Rules of Procedure. The Redmond Salary Commission shall meet as necessary to conduct the business entrusted to the Commission by this Ordinance, provided, that the Commission shall meet at least once per year. All meetings shall be governed by the provisions of the Open Public Meetings Act and shall be open to the public except as may be otherwise allowed under that Act. The Commission shall adopt rules of

procedure to govern its meetings. Such rules shall make provision for the taking of minutes and the keeping of Commission records, and shall provide for the election of such officers as are deemed necessary by the Commission for the conduct of its business.

Section 6. Salary Increases and Decreases – Effective Date. As provided in state law, the Redmond Salary Commission shall have the authority to establish the salaries of City elected officials, and to that end may order that the salaries of the Mayor and/or the City Council be increased or decreased. Salaries for the City Council shall be uniform as to all Council positions. Upon determining to change any salary, the Commission shall file a written salary schedule reflecting the change with the City Clerk. Salary increases established by the Commission shall become effective as to the covered positions thirty days after the salary schedule is filed with the City Clerk, unless a valid referendum petition is filed as provided in this Ordinance. Salary increases shall be effective as to the covered positions regardless of their terms of office. Salary decreases established by the Commission shall become effective as to incumbent City elected officials at the commencement of their next subsequent term of office, unless a valid referendum petition is filed as provided in this Ordinance. Approved salary changes for which no referendum petition is filed shall become effective and be incorporated into the City's budget without further action of the City Council or the Salary Commission.

Section 7. Referendum Measures. Salary increases and decreases shall be subject to referendum petition by the people of the City of Redmond in the same manner as provided for City ordinances under Chapter 1.12 of the Redmond Municipal Code, as the same now exists or may be hereafter amended. A referendum petition seeking a vote on a salary increase or decrease must be filed within thirty days after the written salary schedule reflecting the change is filed with the City Clerk. In the event of the filing of a valid referendum petition,

the salary increase or decrease shall not go into effect until approved by vote of the people. Referendum measures under this ordinance shall be submitted to the voters of the City at the next following general or municipal election occurring thirty days or more after the referendum petition is filed, and shall be otherwise governed by the provisions of the state constitution or laws generally applicable to referendum measures.

Section 8. Effect of Commission Action on Laws and Ordinances. The action of the Redmond Salary Commission fixing the salary of any position shall supersede any other provision of state law or City ordinance related to the City's budgets or to the fixing of salaries.

Section 9. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 10. Effective Date. This ordinance, being an administrative action, is not subject to referendum, and shall take effect on January 1, 2003. Publication requirements may be satisfied by publication of a summary consisting of the title.

CITY OF REDMOND
/s/ MAYOR ROSEMARIE IVES

ATTEST/AUTHENTICATED:
/s/ CITY CLERK BONNIE MATTSON

APPROVED AS TO FORM:
/s/ CITY ATTORNEY JAMES E. HANEY

FILED WITH THE CITY CLERK:	July 30, 2001
PASSED BY THE CITY COUNCIL:	August 7, 2001
PUBLISHED:	August 11, 2001
EFFECTIVE DATE:	January 1, 2003
ORDINANCE NO.:	<u>2111</u>

00020.130.010
jeh
03/07/03

ORDINANCE NO. 2157

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING SECTION 3 OF ORDINANCE NO. 2111 IN ORDER TO CHANGE THE LENGTH OF THE TERMS OF REDMOND SALARY COMMISSIONERS FROM FOUR YEARS TO TWO YEARS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2111 of the City of Redmond, passed by the City Council on August 7, 2001, created the seven-member Redmond Salary Commission for the purpose of setting the salaries of the Mayor and Council, and

WHEREAS, the City has had difficulty obtaining a sufficient number of applicants to fill the seven positions on the Commission, and

WHEREAS, the City Council has determined to lessen the number of years a Commission member must serve in order to attract more applicants, now, therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. Term of Office for Salary Commissioners. Section 3 of City of Redmond Ordinance No. 2111 is hereby amended to read as follows:

Section 3. Term of Appointment. The regular term of office for Redmond Salary Commissioners shall be two years. Each member shall hold office until a successor is appointed and confirmed. The terms of the initial seven Commissioners shall commence upon appointment and end December 31, 2004. After expiration of the initial terms, subsequent appointees shall serve a regular two-year term commencing January 1 of the initial year and ending December 31 of the following year. No member shall be appointed to more than two terms on the Redmond Salary Commission, whether consecutive or otherwise.

Section 10. Effective Date. This ordinance, being an administrative action, is not subject to referendum, and shall take effect and be in full force five (5) days after publication of a summary consisting of the title.

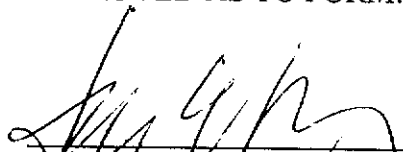
CITY OF REDMOND


MAYOR ROSEMARIE IVES

ATTEST/AUTHENTICATED:


CITY CLERK BONNIE MATTSO

APPROVED AS TO FORM:


CITY ATTORNEY JAMES E. HANEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: 2157

March 10, 2003
March 18, 2003
March 21, 2003
March 26, 2003

00020.130.010
:jeh
06/30/05

ORDINANCE NO. 2262

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING SECTIONS 1 AND 6 OF ORDINANCE NO. 2111 IN ORDER TO REMOVE THE SALARY OF THE MAYOR FROM THOSE SALARIES SET BY THE REDMOND SALARY COMMISSION; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2111 of the City of Redmond, passed by the City Council on August 7, 2001, created the Redmond Salary Commission for the purpose of setting the salaries of the Mayor and Council, and

WHEREAS, the City Council has determined to remove the Mayor's salary from the jurisdiction of the Redmond Salary Commission and to have such salary set by the City Council, now, therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON,
DO ORDAIN AS FOLLOWS:

Section 1. Purpose of Salary Commission. Section 1 of City of Redmond Ordinance No. 2111 is hereby amended to read as follows:

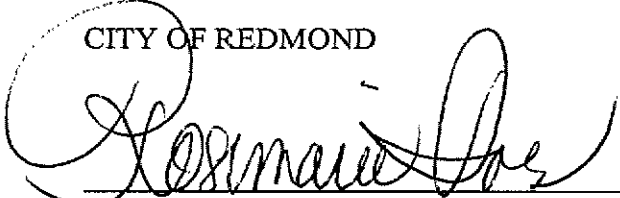
Section 1. Commission Created – Purpose. An independent salary commission is hereby created for the purpose of setting the salaries of the City Council of the City of Redmond. The official name of the Commission shall be the Redmond Salary Commission.

Section 2. Salary Increases and Decreases - Effective Date. Section 6 of City of Redmond Ordinance No. 2111 is hereby amended to read as follows:

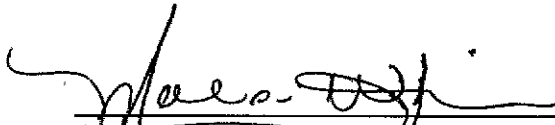
Section 6. Salary Increases and Decreases – Effective Date. As provided in state law, the Redmond Salary Commission shall have the authority to establish the salaries of the City Council, and to that end may order that the salaries of the City Council be increased or decreased. Salaries for the City Council shall be uniform as to all Council positions. Upon determining to change any salary, the Commission shall file a written salary schedule reflecting the change with the City Clerk. Salary increases established by the Commission shall become effective thirty days after the salary schedule is filed with the City Clerk, unless a valid referendum petition is filed as provided in this Ordinance. Salary increases shall be effective as to all Council positions regardless of their terms of office. Salary decreases established by the Commission shall become effective as to incumbent members of the City Council at the commencement of their next subsequent term of office, unless a valid referendum petition is filed as provided in this Ordinance. Approved salary changes for which no referendum petition is filed shall become effective and be incorporated into the City's budget without further action of the City Council or the Salary Commission.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance, being an administrative action, is not subject to referendum, and shall take effect and be in full force five (5) days after publication of a summary consisting of the title.

CITY OF REDMOND

MAYOR ROSEMARIE IVES

ATTEST/AUTHENTICATED:


CITY CLERK MALISA FILES

APPROVED AS TO FORM:


CITY ATTORNEY JAMES E. HANEY

FILED WITH THE CITY CLERK: 07/12/2005
PASSED BY THE CITY COUNCIL: 07/19/2005
PUBLISHED: 07/25/2005
EFFECTIVE DATE: 07/30/2005
ORDINANCE NO.: 2262

Attachment B

Introduced: 3/21/23

Adopted: 3/21/23

CODE

CITY OF REDMOND ORDINANCE NO. 3116

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, ADOPTING REDMOND MUNICIPAL CODE
(RMC) 4 . 47 , REDMOND SALARY COMMISSION ,
CODIFYING PROVISIONS RELATING TO THE
ESTABLISHMENT AND OPERATION OF THE SALARY
COMMISSION; ADOPTING RMC 2.38 TO CODIFY THE
FREQUENCY OF REVIEW OF THE MAYOR AND COUNCIL
SALARIES; AND REPEALING ORDINANCE NOS. 2111,
2157 AND 2262

WHEREAS , RCW 35. 21 . 015 authorizes cities to establish
independent commissions in order to set the salaries of elected
city officials, subject to certain terms and conditions; and

WHEREAS , the Redmond City Council created the Salary
Commission through the passage of Ordinance No. 2111 on August
7,

2001, for the purpose of setting the salaries of the Mayor and
the

City Council; and

WHEREAS, Ordinance No. 2111 was amended by Ordinance No.
2157 , passed on March 18, 2003, to update the term of
appointment, and was further amended by Ordinance No. 2262,
passed on July 19, 2005,
to remove the mayor's salary from the commission; and

WHEREAS, the Redmond City Council now desires to codify the

provisions of Ordinance No. 2111 as amended by Ordinance Nos. 2157 and 2262 relating to the establishment and operation of the commission in the same manner as provisions relating to other city

boards and commissions have been codified; and

WHEREAS, the council desires to codify a set schedule for the review of mayor and council salaries .

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City Code .

Section 2.Adoption of Chapter. RMC 4 . 47, Redmond Salary Commission, is hereby adopted to read as follows :

Chapter 4 . 47
Redrnond Salary Commission

4 . 47 . 010 Con-mission created – Purpose .
4 . 47 . 020 Mernbership – Appointment .
4 . 47 . 030 Term of appointment .

4 . 47 . 040 Removal

4 . 47 . 050 Conunission meetings – Rules of procedure .

4 . 47 Salary increases and decreases Effective
. 060

date .

4 . 4 7

. 070

4 . 47 Referendum measures .

. 080 Effect of commission action on laws and
ordinances .

4 . 47 .10 Commission created – Purpose.

A. An independent salary cornrnission is hereby
created for the purpose of setting the salary of the City
Council of

the City of Redmond. The official name of the commission
shall be the Redmond Salary Comtnission. The coxmmission
shall review and establish the salaries of the members of
the council and exercise the powers and perform the
duties established by RCW 35 . 21. 015, as now existing
or hereafter amended.

4.47.20 Membership Appointment.

A. The Redmond Salary Conunission shall be composed
of five mernbers appointed by the mayor with confirmation
by the council. Redrnond Salary Commission mernbers will
be deemed to be eligible for appointment through the
application process prior to confirmation, and it shall be

unnecessary for the candidates to be interviewed by the mayor or council . No member shall be an officer, official, or employee of the City of Redmond or any of their immediate family members . For purposes of this chapter , 'immediate family member' means the parents , spouse , siblings , children , or other dependent relatives of the officer, official, or employee, whether or not living in the household of the officer, official, or employee . All members shall be residents of the city .

4 . 47 . 030 Term of appointment .

A. The regular term of office for the Redmond Salary Commission shall be from time of appointment and council confirmation until the salary review is complete and the commission files a salary schedule with the City Clerk or determines no change should be made . At that time the Redmond Salary Commission terms will expire .

B. The commission will not meet again until the City Council confirms a new Salary Commission for purposes of further studying council compensation . A new Salary Commission will be convened every four years per Redmond

Municipal Code 2 .38 . 020.

c. No member shall be appointed to more than two terms on the Redmond Salary Commission, whether consecutive or otherwise .

4.47 . 040 Removal .

A. The mayor may remove a member of the Redmond Salary Commission during the member' s term of office only for cause of incapacity, incompetence, neglect of duty, malfeasance in office or for a disqualifying change of residence .

4 . 47 . 050 Commission meetings – Rules of procedure ,

A. The Redmond Salary Commission shall meet on a regular schedule determined by city staff , with the understanding that attendance at all meetings is essential to finalizing the review and reaching a decision within the established timeline .

B. The Redmond Salary Commission shall review current councilmember salaries in relationship to the duties of the council, salaries of comparable jurisdictions , current market conditions , and any other factors as determined by the
commission .

c. All meetings shall be governed by the provisions of the Open Public Meetings Act and shall be open to the

public except as may be otherwise allowed under that Act .

D. Three members of the commission shall constitute a quorum and the votes of three members shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the salary commission.

E. The commission shall adopt rules of procedure to govern its meetings . Such rules shall make provision for the taking of minutes and the keeping of commission records and shall provide for the election of such officers as are deemed necessary by the commission for the conduct of its business .

4 . 47 . 060 Salary increases and decreases – Effective date .

A. As provided in state law , the Redmond Salary Commission shall have the authority to establish the salaries of the council. The decision on a salary increase, decrease , or determining there should be no salary change shall be made by the majority vote of the commission .

B. Upon determining to change any salary , the commission shall file a written salary schedule reflecting the change with the city clerk . The city clerk shall post

the salary schedule on the city s website as soon as practicable after receiving the schedule from the salary commission

1 . Salary increases established by the commission shall become effective as to the covered positions thirty days after the salary schedule is filed with the city clerk , unless a valid referendum petition is filed as provided in this chapter. Salary increases shall be effective as to the covered positions regardless of their terms of office .

2 . Salary decreases established by the commission shall become effective as to incumbent city councilmembers at the commencement of their next subsequent term of office .

c. Approved salary changes for which no referendum petition is filed shall become effective and be incorporated into the city' s budget without further action of the city council or the Redmond Salary Conunission .

4. 47 . 070 Referendum measures .

A. Salary increases and decreases shall be subject to referendum petition by the people of the City of Redmond in the same manner as provided for city ordinances under

Chapter 1 .12 of the Redmond Municipal Code, as the same now exists or may be hereafter amended.

B. A referendum petition seeking a vote on a salary increase or decrease must be filed within thirty days after the written salary schedule reflecting the change is filed with the city clerk .

c. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by vote of the people .

D. Referendum measures under this chapter shall be submitted to the voters of the city at the next following general or municipal election occurring thirty days or more after the referendum petition is filed and shall be otherwise governed by the provisions of the state constitution or laws generally applicable to referendum measures .

4.47 . 080 Effect of commission action on laws and ordinances .

A. The action of the Rednond Salary Conunission fixing the salary of the council shall supersede any other provision of state law or city ordinance related to the city' s budgets or to the fixing of salaries .

Section 3. Adoption of Chapter . RMC 2 . 38, Mayor and

Council Salary Review, is hereby adopted to read as follows :

Chapter 2 . 38

Mayor and Council Salary Review

2 . 38 . 010 Mayor Salary Review

2 . 38 . 020 Council Salary Review

2 . 38 . 010 Mayor Salary Review

A. The salary of the mayor shall be set by the Redmond City Council .

B. The Redmond City Council shall review the mayor ' s salary and benefit compensation every four years, on the year where the office of mayor will be up for election. The City Council shall reach a decision on any adjustments in the mayor' s salary and benefit compensation prior to May 1st of any such year so that such adjustments are known at the time the candidate filing period for the office of mayor is opened.

2 . 38 . 020 Council Salary Review

A. The salary of the council shall be set by the Redrmond Salary Commission in accordance with RMC 4. 47 .

B. A new Salary Cormission will be convened every four years , on the same schedule as the mayor salary review described in section 2 . 38 . 010 of this chapter, to review the council salary and benefit compensation. The Redmond Salary Commission shall reach a decision on any

adjustments in the council' s salary and benefit compensation prior to May 1st of any such year so that such adjustments are known at the time the candidate filing period is opened .

Section 4. Repeal of Ordinances . Ordinance Nos . 2111, 2157 and 2262 are hereby repealed.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Effective Date. This ordinance shall take effect and be in full force on June 1, 2023, provided five days have passed since the date of publication of a summary in the City' s official newspaper or as otherwise provided by law.

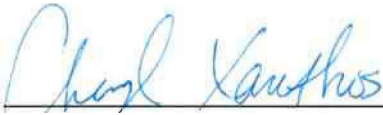
ADOPTED by the Redmond City Council this 21st day of March,
2023 .

CITY OF REDMOND



ANGELA BTRNEY, MAYOR

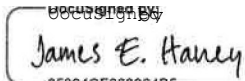
ATTEST :



CHERYV XANTHOS , MMC , CITY CLERK

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APPROVED AS TO FORM :



JAMES E. HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK: March PASSED BY THE

CITY COUNCIL: March

SIGNED BY THE MAYOR: March

PUBLISHED: March

ORDINANCE NO: 3116

(SEAL)

YES: ANDERSON , CARSON , FIELDS, FORSYTHE, KHAN , KRITZER,
STUART