

City of Redmond



Agenda

Special Meeting Notice and Agenda

Wednesday, August 2, 2023

7:00 PM

City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplly Ch. 34,
Facebook Live, YouTube, [Redmond.gov/rctvlive](https://www.redmond.gov/rctvlive), or 510-335-7371

City Council

Mayor

Angela Birney

Councilmembers

Jessica Forsythe, President

Vanessa Kritzer, Vice President

Jeralee Anderson

David Carson

Steve Fields

Varisha Khan

Melissa Stuart

REDMOND CITY COUNCIL

AGENDA SECTION TITLE REFERENCE GUIDE

Items From The Audience provides an opportunity for citizens to address the Council regarding any issue. Speakers must sign their intention to speak on a sheet located at the entrance of the Council Chamber, and limit comments to **four minutes**.

The **Consent Agenda** consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.

Public Hearings are held to receive public comment on important issues and/or issues requiring a public hearing by State statute. Citizens wishing to comment will follow the same procedure as for 'Items from the Audience', and may speak after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment. The Council then proceeds with its deliberation and decision making.

Staff Reports are made to the Council by the department directors on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting citizens to resolve problems with City services. Citizens may reach the ombudsperson by calling the Mayor's office at (425) 556-2101.

The **Council Committees** are created to advise the Council as a whole. They consider, review, and make recommendations to the Council on policy matters in their work programs, as well as issues referred to them by the Council.

Unfinished Business consists of business or subjects returning to the Council for additional discussion or resolution.

New Business consists of subjects which have not previously been considered by Council and which may require discussion and action.

Ordinances are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after they are published in the City's official newspaper.

Resolutions are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

Quasi-Judicial proceedings are either closed record hearings (each side receiving ten minutes maximum to speak) or public hearings (each speaker allotted four minutes each to speak). Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

Executive Sessions - all regular and special meetings of the City Council are open to the public except for executive sessions at which subjects such as national security, property acquisition, contract bid negotiations, personnel issues and litigation are discussed.

Redmond City Council Agendas, Meeting Notices, and Minutes are available on the City's Web Site:

<http://www.redmond.gov/CouncilMeetings>

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:

Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting.

AGENDA**ROLL CALL****I. SPECIAL ORDERS OF THE DAY**

- A. PRESENTATION: Update from Lake Washington Institute of Technology from Dr. Morrison

II. ITEMS FROM THE AUDIENCE

Members of the public may address the City Council, on any topic, for a maximum of four minutes per person. Please use the speaker sign up sheet located at the entry of the City Hall Council Chambers provided 30 minutes prior to the meeting, up to the start of the meeting.

In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting for the remote comment registration form.

Written comment may be emailed to cityclerk@redmond.gov by 2 pm on the day of the meeting (500 word limit - please label your comment as "Items from the Audience"). Comments will be distributed to the City Council and entered into the record. Comments will not be read during the meeting.

III. CONSENT AGENDA**A. Consent Agenda**

1. Approval of the Minutes: July 18, 2023, Regular Meeting, and July 25, 2023 Special Meeting (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for July 18, 2023](#)

[Special Meeting Minutes for July 25, 2023](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, July 25, 2023](#)

3. [AM No. 23-110](#) Approval of Consultant Agreement with HDR in the Amount of \$180,000 for the Novelty Hill Water and Wastewater Strategic Asset Management Plan

Department: Public Works

[Attachment A: Scope of Work](#)

[Attachment B: Contract](#)

[Attachment C: Map of Novelty Hill Service Area](#)

Legislative History

7/11/23 Committee of the Whole - referred to the City Council
Finance, Administration,
and Communications

4. [AM No. 23-111](#) Confirmation of the Appointment of Kelley Cochran to serve as Redmond's Finance Director

Department: Executive and Human Resources

5. [AM No. 23-112](#) Approval of Amendment No. 1 to the October 2022 Agreement between People of Color Against Aids Network (POCAAN) and the City of Redmond

Department: Fire

[Attachment A: Amendment No. 1 to Agreement Between POCAAN & City of Redmond](#)

[Attachment B: Previously Executed Agreement for Services Between POCAAN & City of Redmond](#)

Legislative History

7/18/23 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

6. [AM No. 23-113](#) Approval of a \$32,000 Criminal Justice Training Commission Officer Wellness Grant

Department: Police

Legislative History

7/18/23 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

7. [AM No. 23-114](#) Approval of Consultant Agreement with Herrera Environmental Consultants, Inc., in the Amount of \$122,718, for the Climate Resiliency and Sustainability in Vegetation Management Plan

Department: Parks and Recreation and Public Works

[Attachment A: Consultant Services Agreement with Herrera Environmental Consultants, Inc.](#)

Legislative History

7/25/23	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council
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8. [AM No. 23-115](#) Annexation of Parcel 272605-9145 for the Redmond Central Connector Phase III

a. Ordinance No. 3128: An Ordinance of the City of Redmond, Washington, Annexing a 2.24-Acre Parcel in Unincorporated King County Pursuant to RCW 35A.14.300, Annexation for Municipal Purposes, Applying Zoning, Providing for Severability, and Establishing an Effective Date.

Department: Planning and Community Development and Parks and Recreation

[Attachment A: Annexation Ordinance](#)

Legislative History

7/25/23	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council
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B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

B. Reports

1. Staff Reports

- a. [AM No. 23-116](#) Tenant Protection Ordinance No. 3091 Feedback Summary
Department: Planning and Community Development

[Attachment A: Tenant Protections Eastside Matrix](#)

2. Ombudsperson Report

July: Councilmember Anderson

August: Councilmember Carson

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

- A. [AM No. 23-117](#) Approval of an Amendment to Interlocal Agreements governing HOME Investment Partnership and Community Development Block Grant (CDBG) Funding
Department: Planning and Community Development

[Attachment A: First Amendment to HOME Investment Partnerships Program ICA](#)

[Attachment B: First Amendment to Joint ICA Regarding CDBG](#)

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/2/2023
Meeting of: City Council
Day

File No. SPC 23-041
Type: Special Orders of the

PRESENTATION: Update from Lake Washington Institute of Technology from Dr. Morrison



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/2/2023
Meeting of: City Council

File No. SPC 23-055
Type: Minutes

Approval of the Minutes: July 18, 2023, Regular Meeting, and July 25, 2023 Special Meeting (recordings are available at Redmond.gov/rctv)

CALL TO ORDER

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7:00 p.m. The meeting was held in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Anderson, Fields, Forsythe, Khan, Kritzer and Stuart

Absent: Councilmember Carson

MOTION: Councilmember Forsythe moved to excuse Councilmember Carson from attendance at the meeting. The motion was seconded by Councilmember Fields.

VOTE: The motion passed without objection. (6 - 0)

SPECIAL ORDERS OF THE DAY: NONE

ITEMS FROM THE AUDIENCE

Mayor Birney opened Items from the Audience at this time. The following persons spoke:

- Alex Tsimerman - fascism;
- Tom Markl - requesting 10,000 new jobs be added to the downtown area in the Redmond 2050 plan;
- Ivar Fredrikstad - legislation to reduce carbon emissions and creating a nuclear power plant to handle the amount of electricity needed and building a Quiznos in Downtown Redmond;
- Kraig Peck - just cause termination, updating noticing requirement, and providing renters with information on renter's rights;
- David Morton - Redmond Climate Action Challenge and actions people can take to reduce the climate footprint; and
- David Haines - failed policies in Seattle, drug addicts, homelessness, renters treated badly,

CONSENT AGENDA

MOTION: Councilmember Forsythe moved to approve the Consent Agenda. The motion was seconded by Councilmember Anderson.

VOTE: The motion to approve the Consent Agenda passed without objection. (6 - 0)

1. Approval of the Minutes: July 5, 2023, Regular Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#150831 through #150838
#1595 through #1595

\$9,299.69

#187824 through #187842
#150839 through #151619
#1596 through #1600

\$4,189,020.38

CLAIMS CHECKS:

#1 through #13

\$987,001.46

3. AM No. 23-096: Approval of the Sourcewell Cooperative Purchasing Contract for the Perrigo Park Field Lighting Energy Efficiency Conversion
4. AM No. 23-097: Approval of Consultant Agreement with Urban Forestry Services - Bartlett Consulting, in the Amount Not to Exceed \$275,000, for the Tree Health Risk Assessment and Mitigation Plan
5. AM No. 23-098: Award of Bid to HM Pacific Northwest, Inc of Redmond, WA, in the Amount of \$1,183,664 for the Avondale Road Preservation Project
6. AM No. 23-099: Approval a Contract Amendment to the Comprehensive Garbage, Recyclables, and Organics Collection Contract

7. AM No. 23-100: Approval of Updated Lodging Tax Advisory Committee (LTAC) Budget Recommendations
8. AM No. 23-101: Award Bid to Lakeside Industries of Issaquah, WA, for the 2023 Pavement Repairs Project in the Amount of \$428,448
9. AM No. 23-102: Approval of the Redmond Technology Station Pedestrian/Bicycle Bridge Operation and Maintenance Agreement with Microsoft
10. AM No. 23-103: Approval of the Final Contract with CDK Construction Services, Inc., in the Amount of \$1,980,038, Acceptance of Construction for the Fire Station 16 and Maintenance Building Seismic Upgrade Project, and Requesting Additional Funding
11. AM No. 23-104: Approval of a Contract with Community Attributes, Inc., in the Amount of \$80,850, for an Economic Development Strategic Plan Approval of a Contract with Community Attributes, Inc., in the Amount of \$80,850, for an Economic Development Strategic Plan
12. AM No. 23-105: Approval of On-Call Cultural Resources and Archaeological Management Services Agreements with Environmental Science Associates (ESA) and ASM Affiliates (ASM), in the Amount of \$150,000 for Each Agreement
13. AM No. 23-106: Approval of the 2023-24 Annual ORCA Contract Renewal
14. AM No. 23-107: Approval of the AmeriCorps Fellowship Agreement with CivicWell for \$62,000
15. AM No. 23-108: Approval of an Ordinance Updating the Library Board of Trustees in the Redmond Municipal Code
 - a. Ordinance No. 3127: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code 4.35, Library Board of Trustees, to Change Term Limits and Providing for the Development of Rules of Procedure

Mayor Birney read the title of Ordinance No. 3127 into the record.

ITEMS REMOVED FROM THE CONSENT AGENDA: NONE

HEARINGS AND REPORTS

Public Hearing: None

Staff Report:

a. AM No. 23-109: Redmond 2050 Preferred Growth Alternative

Jeff Churchill, Long Range Planning Manager, and Beckye Frey, Principal Planner, provided a presentation and responded to Councilmember inquiries.

Ombudsperson Reports:

Councilmember Anderson reported receiving resident contacts regarding: support for renters protections; 520 ramp access; 172nd gate opening; eagle's nest on the Sammamish River; support for Planning Department efficiencies; construction at Audubon Elementary School; and AI.

Councilmember Stuart reported receiving resident contacts regarding: Derby Days; interest in volunteering for committees; and performance artist opportunities.

Councilmember Kritzer reported receiving resident contacts regarding: eagle's nest.

Committee Reports:

Councilmember Anderson provided a committee report:

- Text to 911 is available throughout the state.

Councilmember Stuart provided a committee reports:

- Eastside Transportation Partnership; and
- Growth Management Planning Board.

Councilmember Forsythe provided a committee report:

- Sound Cities Association - Deputy Mayors and Council Presidents.

Councilmember Anderson provided a committee report:

- Kokanee ILA Management Committee.

UNFINISHED BUSINESS: NONE

NEW BUSINESS: NONE

EXECUTIVE SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council
the regular meeting adjourned at 8:14 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: August 2, 2023

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

A Special Meeting of the Redmond City Council was called to order by Mayor Birney at 6:30 p.m. The meeting was held in the Redmond City Hall Council Chambers.

Councilmembers present and establishing a quorum were: Anderson, Carson, Fields, Forsythe, Khan, Kritzer and Stuart.

EXECUTIVE SESSION

Evaluating the Qualifications of Applicants for Public Employment (RCW 42.30.110(1)(g)) - 25 minutes

At this time Mayor Birney announced that the Council would go into executive session to evaluate the qualifications of applicants for public employment (RCW 42.30.110(1)(g)) for 25 minutes.

The Executive Session began at 6:32 p.m. and ended at 6:52 p.m.

ADJOURNMENT

There being no further business to come before the Council the special meeting adjourned at 6:52 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: August 2, 2023



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/2/2023
Meeting of: City Council

File No. SPC 23-056
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 7/1 - 7/15/2023
Check Date: 7/25/2023

Check Total:	\$ 31,730.77
Direct Deposit Total:	\$ 2,518,718.60
Wires & Electronic Funds Transfers:	\$ 1,567,631.94
Grand Total:	<u>\$ 4,118,081.31</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **187844** through **187860** ,
Direct deposits numbered **151620** through **152400** , and
Electronic Fund transfers **1601** through **1605**
are approved for payment in the amount of **\$4,118,081.31**
on this **1 day of August 2023**.

Note:

Check # 187843 - check reprint David Wu

City of Redmond
Payroll Final Check List
Pay period: 7/1 - 7/15/2023
Check Date: 7/25/2023

Total Checks and Direct deposit:	\$ 3,651,500.17
Wire Wilmington Trust RICS (MEBT):	\$ 466,581.14
Grand Total:	<u>\$ 4,118,081.31</u>

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington



Memorandum

Date: 8/2/2023
Meeting of: City Council

File No. AM No. 23-110
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Emily Flanagan	Senior Surface Water Engineer
Public Works	John Shepard	Public Works Asset Manager
Public Works	Steve Hitch	Engineering Manager

TITLE:

Approval of Consultant Agreement with HDR in the Amount of \$180,000 for the Novelty Hill Water and Wastewater Strategic Asset Management Plan

OVERVIEW STATEMENT:

Novelty Hill is a County Urban Planned Development (UPD) located outside the limits of the City of Redmond. The City provides water and wastewater services to the Novelty Hill UPD. Customers within the UPD pay their utility bill to the City; the City treats these funds separately from other Redmond utility funds. For the 2023-2024 budget, Novelty Hill had funding available to cover this assessment. The Novelty Hill Water and Wastewater Strategic Asset Management Plan will review the existing utility system and develop a long-term plan for asset management. This work will include a condition assessment, prioritization of capital projects, and recommend improvements to operational processes. This project will be used as a pilot for future asset management plans within the City.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Contracts over \$50,000 require Council approval.
- **Council Request:**
N/A
- **Other Key Facts:**

We are requesting this item to be approved with Consent agenda at the August 2, 2023 Business Meeting.

OUTCOMES:

The deliverables for this work will be a Strategic Asset Management Plan, an Asset Management Program Roadmap, and an Asset Management Implementation Plan for the Novelty Hill Water and Wastewater systems.

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:
\$180,000

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

Budget Offer Number:

The cost is split evenly between 0000147 Wastewater Management and 0000146 Service Enhancements.

Budget Priority:
N/A

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

If yes, explain:
N/A

Funding source(s):
Novelty Hill Water and Wastewater Utility

Budget/Funding Constraints:
Project should be completed by end of 2024.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/11/2023	Committee of the Whole - Finance, Administration, and Communications	Approve

Proposed Upcoming Contact(s)

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

Time Constraints:

Funding was budgeted for this project for 2023-2024.

ANTICIPATED RESULT IF NOT APPROVED:

Asset management will continue as is.

ATTACHMENTS:

Attachment A: Novelty Hill SAMP Scope of Work

Attachment B: Novelty Hill SAMP Contract

Attachment C: Map of Novelty Hill Service Area

Exhibit A
Scope of Services
Novelty Hill Strategic Asset Management Plan
City of Redmond

July 5, 2023



600 University Street
Suite 500
Seattle, WA 98101-4132
Phone: (206) 826-4700

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SCOPE OF SERVICES

Background

The City of Redmond (City) is seeking to establish an asset management approach that will facilitate improved service, reliability, and cross-function cost planning for Novelty Hill Water and Wastewater Utility. The City is developing a Strategic Asset Management Plan (SAMP) for the Novelty Hill service area. The Novelty Hill Water and Wastewater SAMP development will focus on strategic operations and maintenance (O&M) improvements and tactical planning of rehabilitation and replacement (R&R) projects for tanks, pump stations, lift stations, and water and wastewater conveyance infrastructure in the service area.

Building off the foundation laid by the Novelty Hill Water and Wastewater SAMP, in the future the City would like to complete a SAMP for the entire system. This project will provide the guiding framework for subsequent asset management efforts.

Scope of Services

Task 1 – Project Management

Objective

Coordinate task activities among the various HDR Engineering, Inc (HDR) and City staff involved in preparing the Novelty Hill SAMP. Manage the scope, schedule, and budget for the Novelty Hill SAMP.

HDR Services

1. Conduct a project kick-off meeting with HDR's and City project team.
 - i. Review project expectations and define project success factors.
2. Routine communications among the project team.
3. Hold regular meetings and/or conference calls with the City/HDR joint project team.
4. Monitor internal costs, work products, quality control process, and schedule performance over the project duration.
5. Prepare monthly invoices. Prepare brief written progress reports each month to accompany the invoice.

City Responsibilities

1. Engage knowledgeable staff representing the wastewater and drinking water system operations and engineering to provide responses to items addressed in project coordination meetings.
2. Review monthly progress reports and respond to issues identified, if applicable.
3. Process monthly invoices; and communicate questions or issues to HDR Project Manager.

Assumptions

1. The kickoff meeting will be up to 2 hours, and subsequent monthly PM meetings will be about 30 minutes.

2. All meetings will be conducted remotely using Microsoft Teams.
3. Additional time outside the meetings is budgeted for preparation, notes, and follow-up.
4. Meetings will typically involve two HDR staff (i.e., project manager and technical lead).
5. Project duration is approximately 10 months.

Deliverables

1. Kickoff meeting summary, PDF via email.
2. Monthly invoice and progress report, PDF via email.

Task 2 – Data Collection

Objective

Identify and acquire information from City databases and files needed for HDR to carry out its assigned tasks. Provide a basis for asset management planning. This will include asset management policies and asset specific information.

HDR Services

1. Prepare a prioritized data request for submittal to the City listing information needed.
2. Review incoming data provided by the City. Maintain and update the data request. Review progress of data transfer with City Project Manager.
3. Record information to reflect current City policies, processes, and asset condition.
4. Inventory existing assets:
 - i. Compile available asset data
 - ii. Document existing level of service (LOS) and key performance indicators (KPIs) by asset class
 - iii. Document existing O&M strategies and Standard Operating Procedures (SOPs)

City Responsibilities

1. Provide data needed per the data requested.
2. Work with HDR Project Team to resolve questions or missing information.

Assumptions

1. For planning purposes, HDR can reasonably rely on the system data provided.
2. HDR will build upon existing City asset registry and hierarchy.
3. All meetings, if needed to coordinate data collection, will be conducted remotely using Microsoft Teams, up to 1hr in length.
4. Meetings will typically involve up to 3 HDR staff.

Deliverables

1. Data Request, Excel table via email (summary of data to be referenced in SAMP and final data request table included as appendix to SAMP)

Task 3 – Asset Management Review

Objective

Assess the current state of Novelty Hill's water and wastewater asset management implementation, including programs, strategies, processes, and technology enablers. Identify gaps in the City's asset management implementation versus best management practices and associated opportunities to identify gaps.

HDR Services

1. Conduct a review of all asset management and related documentation received through coordination with the City.
2. Conduct interviews/meetings with stakeholders identified by the City for Novelty Hill water and wastewater asset classes. Interviews/Meetings will cover review of the following areas to determine a high-level current state of asset management, processes, and systems:
 - Asset management policy, strategy, and objectives
 - Asset management decision-making (capital and O&M)
 - Including lifecycle, resourcing, and shutdowns and outage strategy
 - Lifecycle delivery and management
 - Asset information (strategy, standards, systems, information management)
 - Organization and people
 - Risk and change management review
 - Including LOS and KPIs
3. Analyze gaps,
 - i. Identify improvement opportunities as referenced by itemized asset management areas in item 2 above (initial pass after Task 2)
 - ii. Following completion of stakeholder interview/meetings in this task, complete review of the current set of maintenance strategies and associated maintenance resourcing and identify potential changes; (confirming gaps after draft SAMP development in Task 5)

Note: After improvement opportunities are compared against the asset management framework (Task 5) for alignment, select improvement opportunities will be prioritized for sequencing and further initiative development (Task 6).

4. Review the gap analysis findings and opportunities for improvement with the City in a final meeting to gather feedback and build consensus.

City Responsibilities

1. Provide data needed per the data request associated with Task 2.
2. Review the gap analysis findings and provide feedback on improvement opportunities.

Assumptions

1. City data will generally be provided in electronic format suitable for use in HDR analyses.

2. Assumed approximately 20% of interview/meetings will be conducted in-person with City O&M crews, the remaining interviews/meetings will be conducted remotely using Microsoft Teams.
3. Interview/meeting schedule will be established and include up to five, up to 2 hr sessions between HDR and City identified staff and crews.
4. Meetings will typically involve up to 3 HDR staff.

Deliverables

1. Asset Management Review and Improvement Opportunities list; summary and list will be incorporated into Asset Management Implementation Plan (Task 6).

Task 4 – Site Facility Visits

Objective

Complete an in-person systems level condition assessment of identified Novelty Hill assets (pump stations, lift stations, reservoirs).

HDR Services

1. Perform field reconnaissance (1-2 hrs per facility) in the company of City operations and engineering staff to determine current systems level condition of specified Novelty Hill assets.
 - i. Validate asset hierarchy and asset registry for service area.

City Responsibilities

1. City staff will lead a field reconnaissance of Novelty Hill facilities with HDR's condition assessment team.
2. Provide any supplemental data to determine the condition of assets as requested by HDR.

Assumptions

1. Field reconnaissance to include up to 2 hrs per facility, all completed in 2 days in-person.
2. Anticipate field reconnaissance to the Novelty Hill water booster pump station, two water tanks, and the seven wastewater lift stations.
3. HDR condition assessment team to include Structural, O&M, Electrical/Controls, and technical lead/project manager.

Deliverables

1. Information and photos collected will be used to inform current state of infrastructure section in draft/final SAMP (Task 5).

Task 5 – SAMP Development

Objective

Establish asset management framework including standardized risk assessment, capital, and maintenance planning strategies. Document the agreed upon asset management strategy in comprehensive planning document.

HDR Services

1. Develop components of strategic assessment plan, including:
 - A. Project life spans for existing assets based on asset class characteristics.
 - 1) Derive remaining useful life and assumptions based on maintenance staff input; key to later scoring likelihood of failure (LOF),
 - 2) And utilize HDR useful-life data library for various asset classes, as well as recently published AWWA Useful Life Schedule.
 - B. Develop risk assessment framework incorporating LOF and consequence of failure (COF). Conduct working session to review and refine risk assessment framework with the City to agree on risk factors and weighting.
 - C. Develop estimating assumptions and high-level, 5- to 20- year planning horizon of replacement and maintenance costs.
 - 1) Prepare project capital cost estimates for improvements, based upon a standard cost methodology developed in coordination with the City. HDR will use recent City bid tabulations, and current and projected Northwest regional construction cost trends to develop suitable planning-level costs.
 - 2) Conduct a workshop with the City to discuss and refine identified capital and O&M needs and prioritized scheduling for projects.
 - 3) Prepare Novelty Hill Capital Needs Technical Memo (anticipated 1-5 pages), summarizing identified capital needs; intended to be used for City conducted CIP planning process.
2. Develop statement of strategic intent that identifies the constraints, goals and vision for asset management against which improvement initiatives will be determined and prioritized for implementation.
3. Develop Novelty Hill strategic asset management plan summarizing all asset management components evaluated including,
 - a. Executive Summary
 - b. Purpose
 - c. Overview of Infrastructure
 - d. Asset Management Intent and Policy
 - e. Asset Management Coordination and Project Execution
 - f. State of Infrastructure
 - g. Monitoring and Improvements
 - h. Budgetary Considerations

City Responsibilities

1. Provide recent City bid tabulations.
2. Provide input on existing and anticipated Novelty Hill CIP projects and associated projects affecting city streets in Novelty Hill service area.
3. Participation in working sessions/review meeting.

Assumptions

1. Unit costs will be based on recent City bid tabulations and Northwest regional unit cost information, as practicable.
2. Capital project costs will be a Class 5 estimate as defined by American Association of Cost Estimators (AACE) International (based upon Class 5, 0- to 2- percent project definition, +100% to -50% Range of Accuracy.)
3. O&M costs will be conceptual, long-range planning estimates.
4. Project costs are based on the best judgment of experienced HDR professionals generally familiar with the industry. However, due to the uncertainty of labor/materials prices and market/bidding conditions, the project costs are not guaranteed to be the same as actual construction cost.
5. Up to 2 working sessions conducted remotely, 1 hr in length, are anticipated during draft SAMP development; attended by two HDR staff.
6. One draft SAMP review meeting, conducted in-person, attended by two HDR staff.

Deliverables

1. Novelty Hill Capital Needs Technical Memo (PDF via email); to be incorporated into budgetary considerations section in draft SAMP (Task 5)
2. Draft and Final Novelty Hill SAMP (word and PDF via email).

Task 6 – Implementation Planning

Objective

HDR will develop proposed recommendations for the City to implement asset management for Novelty Hill Water and Wastewater, including improvements both at the agency and division/asset class level.

HDR Services

1. Prepare in the form of an asset management roadmap, Novelty Hill's Water and Wastewater asset management vision and defined initiatives that can be implemented over a specific period (roadmap) to achieve that vision.
 - i. develop asset management recommendations and proposed initiatives (in the form of projects; using improvement opportunities identified under Task 3)
 - ii. prioritize asset management initiatives and develop a 5-year asset management roadmap
 - iii. develop initiative summary sheets (1-2 pages) for the top three to five initiatives, detailing the scope, current/future state, proposed benefits, budget, and high-level action steps to implement the initiative.

2. Compile recommendations, roadmap, and initiative summary sheets into a final asset management implementation plan. The implementation plan summarizes the approach and selected focus area(s), including the following:
 - i. Asset Management Review (Task 3)
 - ii. Asset Management Initiative Selection and Prioritization
 - iii. Asset Management Roadmap
 - iv. Next Steps
3. Conduct an initial and final meeting/workshop with the City to confirm the shared asset management vision, asset management initiatives, and improvement roadmap.

City Responsibilities

1. Participation in workshops.

Assumptions

1. Assumed initial asset management roadmap workshop will be conducted in-person.
2. The final review meeting will be conducted remotely using Microsoft Teams.
3. Workshops will typically involve up to 3 HDR staff.

Deliverables

1. Novelty Hill Asset Management Roadmap (figure, PDF via email)
2. Novelty Hill Asset Management Implementation Plan (PDF via email)

Task 7 – Optional Supplemental Services

Objective

To provide a contingency task that the City may request additional unforeseen support services including but not limited to completion of Novelty Hill SAMP, asset management implementation, and/or planning for scaling SAMP process systemwide.

HDR Services

1. Provide services contingent on City request to support and up to a to be determined not to exceed amount.

City Responsibilities

1. Authorize supplemental services budget when deemed appropriate to address out-of-scope items.

Assumptions

1. Funds for this task would have to be allocated only after authorization by the City and processing of an amendment.

Deliverables

No deliverables are specified for this task.

Schedule

The tentative project schedule and anticipated dates are outlined in the table below.

Milestone	Anticipated Date
Task 1 – Project Management	Aug 2023 – May 2024
Kickoff Meeting	2 weeks after NTP
PM Check-in Meetings	2 weeks after Kickoff Meeting; monthly recurring
Task 2 – Data Collection	Aug 2023 – Sept 2023
Submit Data Request	1 week after Kickoff Meeting
Task 3 – Asset Management Review	Sept 2023 – Nov 2023
Interviews	4 weeks after Kickoff Meeting
Gap analysis Review Meeting	2 weeks after SAMP Development Workshop – 1 (Task 5)
Task 4 – Site Facility Visits	Oct 2023 (2 days)
Task 5 – SAMP Development	Oct 2023 – Mar 2024
SAMP Development Workshop – 1	2 weeks after Site Facility Visits
Capital Needs Technical Memo	3 weeks after SAMP Development Workshop – 1
SAMP Development Workshop - 2	4 weeks after SAMP Development Workshop – 1
Submit Draft SAMP	3 weeks after SAMP Development Workshop - 2
Draft SAMP Review Meeting	4 weeks after Submit Draft SAMP
Submit Final SAMP	4 weeks after Draft SAMP Review Meeting
Task 6 – Implementation Planning	Apr 2024 – May 2024
Asset Management Roadmap Workshop	3 weeks after Submit Final SAMP
Implementation Plan Review Meeting	4 weeks after Asset Management Roadmap Workshop
Task 7 – Optional Supplemental Services	Sept 2023 – May 2024

Fee

HDR will submit monthly invoices, on a time and materials basis, with a total project cost related to the above scope of services not to exceed \$180,000. A breakdown of fee by task is provided below.

Task	Fee
Task 1 – Project Management	\$16,400
Task 2 – Data Collection	\$16,900
Task 3 – Asset Management Review	\$37,900
Task 4 – Site Facility Visits	\$34,800
Task 5 – SAMP Development	\$55,500
Task 6 – Implementation Planning	\$18,500
Task 7 – Optional Supplemental Services	N/A
TOTAL	\$180,000

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN or SSN Number	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E”, will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.

Agreement Number:

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

Agreement Number:

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

Agreement Number:

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

Agreement Number:

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Agreement Number:

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

Agreement Number:

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

Agreement Number:

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

Agreement Number:

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

Agreement Number:

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

Agreement Number:

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G

Certification Documents

Exhibit G-1(a) Certification of Consultant

Exhibit G-1(b) Certification of City of Redmond

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions

~~Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying~~

~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____ and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number: _____

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

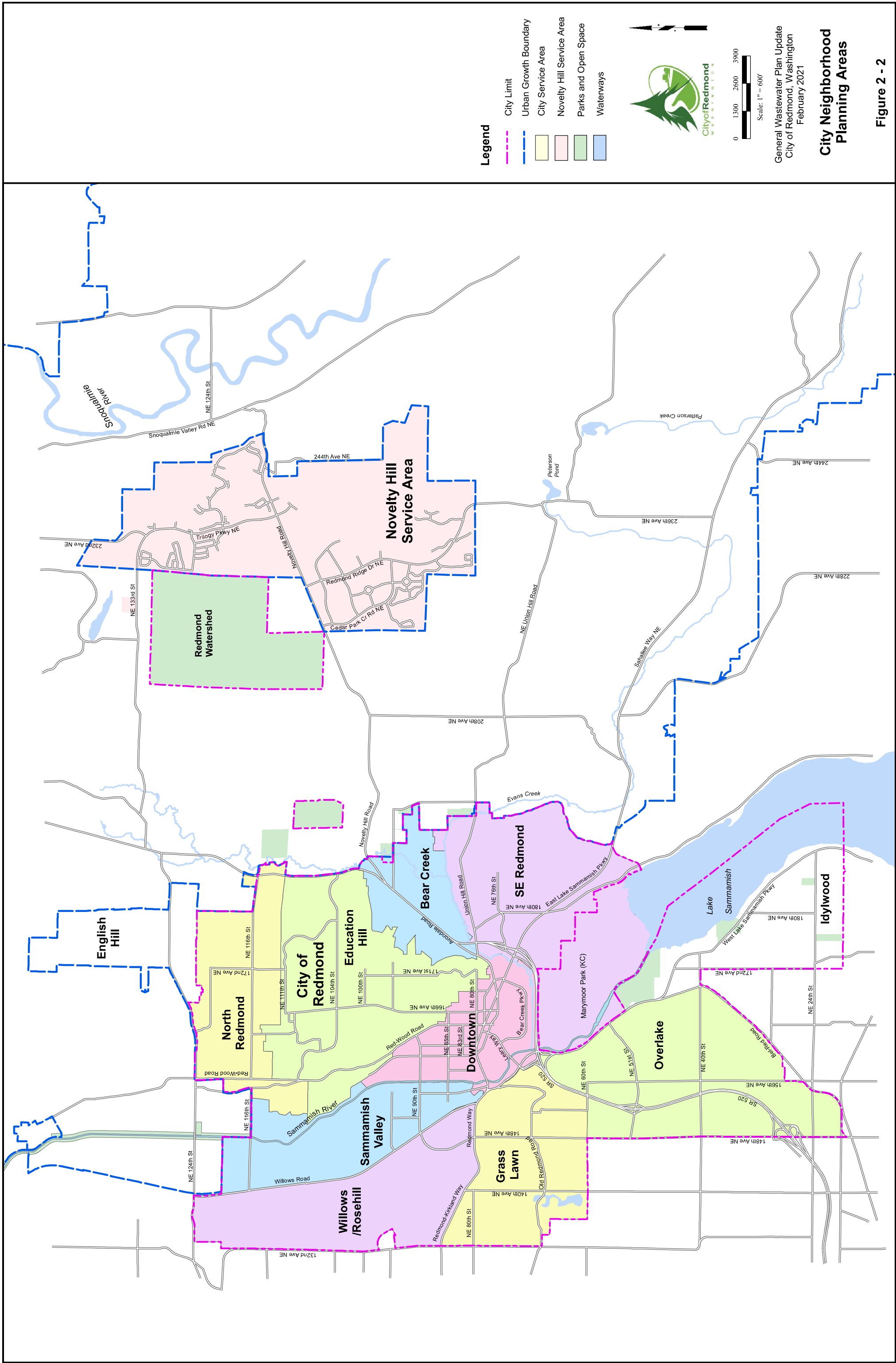
Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:





Memorandum

Date: 8/2/2023
Meeting of: City Council

File No. AM No. 23-111
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files	425-556-2166
Human Resources	Cathryn Laird	425-556-2125

DEPARTMENT STAFF:

Human Resources	Stephanie Lorntzen	Dept. Admin. Coordinator
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TITLE:

Confirmation of the Appointment of Kelley Cochran to serve as Redmond's Finance Director

OVERVIEW STATEMENT:

The City has made an offer of employment to Kelley Cochran as the Finance Director. The offer is contingent on confirmation of appointment by City Council.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Per RMC 2.02.050, the Finance Director position is filled by appointment from the Mayor, subject to confirmation by a majority vote of the City Council.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Ms. Cochran possesses the experience and leadership capabilities needed for the role. She brings an extensive

background and skill set to the Finance department and has demonstrated through acting as the Finance Director the ability to become an asset to the City's leadership team and Redmond community.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
- Ms. Cochran has served as the Deputy Finance Director from October 1, 2018 to present. Effective January 9, 2023, she has been performing as the Acting Finance Director.
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

Funding for the position is included in the adopted 2023-2024 City Budget.

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

Budget Offer Number:

281

Budget Priority:

Strategic and Responsive

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

N/A

Proposed Upcoming Contact(s)

N/A

Time Constraints:

The anticipated start date of Kelley Cochran is August 3, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

The Finance Director position would remain unfilled until an external recruitment is completed. This delay would result in the appointment of the position and would result in continued use of the current interim appointment. The hiring of an external candidate is more of a risk to the department due to the unknown fit of the candidate, versus the current internal candidate is a demonstrated good fit and will ensure continuity of the leadership and management of the Finance Department.

ATTACHMENTS:

N/A



Memorandum

Date: 8/2/2023
Meeting of: City Council

File No. AM No. 23-112
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Fire	Adrian Sheppard	425-556-2201
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DEPARTMENT STAFF:

Fire	Jim Whitney	Battalion Chief EMS Division
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TITLE:

Approval of Amendment No. 1 to the October 2022 Agreement between People of Color Against Aids Network (POCAAN) and the City of Redmond

OVERVIEW STATEMENT:

Extend the current contract for services provided by POCAAN through June of 2024. POCAAN assists our Mobile Integrated Community Health (MICH) team with supportive wrap around care and case management for clients throughout Redmond and the surrounding communities. This includes mental health professional and substance abuse services, social services, wound care, and fall prevention resources that are accessible throughout the tri-county region.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2022-27 Redmond Fire Department Strategic Plan objectives 1.2, 2.2, and 2.4.
2020-25 King County EMS Strategic Plan BLS Recommendation number 5.
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Through a partnership with POCAAN the Mobile Integrated Community Health program has become an increasingly valuable resource to assist residents throughout the region. The collaborative approach between the two entities allows for a community-specific process that includes multiple levels of public and private stakeholders working together to provide more effective long-term solutions for individuals. POCAAN provides increased understanding of tri-county community health fidelity and access to resources that were not previously available to support housing insecurity, mental health crisis, addiction, wound care, and aging disabilities, etc. This relationship ultimately provides for individuals within the community to become more successfully independent and less reliant on public safety emergency services.

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:

Up to \$100,000 over twelve months.

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

Budget Offer Number:

136

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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Date: 8/2/2023
Meeting of: City Council

File No. AM No. 23-112
Type: Consent Item

7/25/2023	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction
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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:

Elimination of services by POCAAN.

ATTACHMENTS:

Attachment A - Amendment No. 1 to Agreement between POCAAN and the City of Redmond

Attachment B - Previously executed Agreement for Services between POCAAN and the City of Redmond

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN PEOPLE OF COLOR
AGAINST AIDS NETWORK (POCAAN) AND THE CITY OF REDMOND
FOR CASE MANAGEMENT SERVICES**

This Amendment amends that certain Service Level Agreement Contract (“the Agreement”) entered into between POCAAN and the City of Redmond on October 4, 2022.

RECITALS

A. The Agreement provides that POCAAN will provide case management services to the City from the date of signature by both parties through May 30, 2023.

B. The City and POCAAN have agreed to extend the Agreement through June 30, 2024 and have agreed on payment terms for the extension. The City and POCAAN desire to reduce their agreement to writing.

NOW, THEREFORE, IN CONSIDERATION OF AND SUBJECT TO the terms and conditions set forth below, the parties agree as follows:

1. **Period of Performance.** The “Period of Performance” section of the Agreement is hereby amended to extend the Agreement through June 30, 2024, and to read as follows:

Period of Performance

This Agreement shall commence of the date of signature by both parties on or around November 15, 2022 and shall continue through June 30, 2024.

2. **Fee Schedule.** The first paragraph of the “Fee Schedule” section of the Agreement is hereby amended to increase the not to exceed amount of the Agreement to recognize the additional monthly payments of \$7,000.00 from May 30, 2023, through June 30, 2024, and to read as follows:

Fee Schedule.

PAYMENT. Redmond agrees to pay POCAAN for the service of the Case manager, 30 hours per week in monthly installments of \$7,000.00, not to exceed \$100,000.00.

3. **Remainder of Agreement Unchanged.** Except as expressly amended herein, the provisions of the Agreement remain unchanged and in full force and effect between the parties.

EXECUTED by the parties on the dates set forth below and effective June 1, 2023.

CITY OF REDMOND

PEOPLE OF COLOR AGAINST AIDS
NETWORK (POCAAN)

Angela Birney, Mayor

Stephen R. Sawyer, Executive Director

Date: _____

Date: _____



City Contract Routing Form

City Contract #: 10076

Section 1 – Attach Contract Documents



(multiple files can be uploaded)

Is an insurance certificate attached?

☐ Yes☒ No/Not applicable

Comments: _____

Section 2 – Fill Out Contract Details

Date: 11/03/2022 Department: Fire Division: ALS Mail Stop: FDADMProject Administrator Name: Dawn DeLoach Extension: 2244Project Manager Name (if different than above): Jim Whitney Extension: 2208Contract Type: Other (please specify) If other, please indicate: Service Level AgreementContract Title: Service Level Agreement for Case Management Services with MIHContractor/Consultant Business Name: People of Color Against AIDS Network (POCAAN)Contract Description: Case management services to assist with Redmond Mobile Integrated Health programProject ID #: _____ Budget/Account #: 122.61100.00410.52271

Council Approval Date: _____ Council Agenda Memo #: _____ RFP/IFB/RFQ #: _____ NIGP #: _____

☒ New ContractTotal Amount: NTE \$48,000Start Date: 11/15/2022 End Date: 04/30/2023Renewal Option (Y/N): N If yes, how many? N/A☐ Amendment/Renewal/Change Order #: _____ Original CC #: _____

New Start Date: _____ New End Date: _____

Current Contract Amount (including all previous amendments/change orders): _____

Amount of this Amendment/Change Order (proposed increase/decrease): _____

New/Cumulative Contract Amount: _____

Section 3 – Route Contract for Signatures and Approvals

☒ Department Director: Adrian Shppard Date: 11/3/2022 Comments: _____

☐ TIS Director: _____ Date: _____ Comments: _____

☒ City Attorney: James E. Haney Date: 11/6/2022 Comments: _____

☒ Risk Manager: Charles Corder Date: 11/9/2022 Comments: _____

☒ Mayor or Designee: Charles Corder (Mayor Designee) Date: 11/9/2022 Comments: _____

☒ City Clerk's Office: Cheryl Xanthos Date: 11/9/2022 Comments: Electronic Original - in Hummingbird
☒ Purchasing: no signature required – for copy only

Agreement Between People Of Color Against AIDS Network (POCAAN) And The City Of Redmond For Case Management Services

Date:

October 4, 2022

Services Performed By:

POCAAN
901 Rainier Ave, North
Renton WA 98057

Services Performed For:

City of Redmond Fire
Department
P. O, Box 97010
Mail Stop FDADM
Redmond, WA 98073 -9710

This Service Level Agreement Contract (hereinafter referred to as ("Agreement")) is entered into between the POCAAN, and the City of Redmond ("Redmond"), a Washington municipal corporation, for the purposes hereafter mentioned.

RECITALS

- I. The Redmond Fire Department currently manages the **Mobile Integrated Health (MIH) program** for NE King County ("the NE King County MIH"). The program is funded by the King County Emergency Medical Services Levy. The goal of the program is to help patients referred by EMS personnel navigate through the system and obtain the additional assistance they need.
- II. POCAAN Senior Mobile Medical Outreach Program (SMMO) provides such navigation services for patients. The POCAAN uses trained Case Managers to conduct assessments and provide patient assistance.
- III. Redmond desires to establish contractual services with POCAAN SMMO Case Managers to assist Redmond in the Mobile Integrated Health program.
- IV. POCAAN has agreed to provide the requested services under the terms and conditions set forth in this Agreement and Redmond has agreed to the terms.

IN CONSIDERATION OF and subject to the terms and conditions set forth below, the parties agree as follows:

Period of Performance

This Agreement shall commence on the date of signature by both parties on or around November 15, 2022 and shall continue through April 30, 2023.

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

- A. SERVICES TO BE PROVIDED.** POCAAN agrees to make a designated SMMO Case Manager available to work with Redmond's NE King County MIH team on cases related to Redmond and Duvall (the NE King County MIH region). The Case Manager will work with the MIH team approximately *three (3) days per week* with the actual days and hours to be agreed upon by Redmond and POCAAN. The Case Manager will review and respond to reports from the NE King County MIH team, will conduct patient assessments as appropriate, will coordinate referrals to services to support the health, safety, and well-being of patients, and work with the NE King County MIH team to improve support to vulnerable adults accessing emergency services through the NE King County MIH program and will participate in administrative functions. The POCAAN SMMO Case Manager and Administrative team will complete follow-up reporting forms in a form agreed upon by POCAAN and Redmond for all referrals from the MIH team in which the Case Manager is involved and will provide the reporting forms to Redmond. POCAAN SMMO Program Manager and Administration will also provide monthly reports to Redmond in a form agreed to by POCAAN and Redmond providing details on the number of referrals worked by the Case Manager and the services provided.

Fee Schedule

PAYMENT. Redmond agrees to pay POCAAN for the services of the Case Manager, 30 hours per week in monthly installments of \$7,000.00, not to exceed \$48,000.

Bill To Address	Client Project Manager	Client Cost Center
P. O, Box 97010 Mail Stop FDADM, Attn. MSA Redmond, WA 98073 -9710		

INVOICE

POCAAN shall submit monthly invoices and reports in arrears, referencing this client's scope of work. Invoices shall be submitted by the 5th of each month for the following month to Redmond detailing the days worked by the case manager/s on referrals from the MIH team. Redmond agrees to pay the invoice within 30 days of receipt unless Redmond disputes the invoice. If only a portion of the invoice is disputed, Redmond shall pay the undisputed portion of the invoice within 30 days. Disputed invoices shall be paid within 30 days of the resolution of the dispute. POCAAN will submit monthly status reports, detailing service months, days, and a summary of consultation services. Upon completion of this Performance Period, the contractor and client will have the option to renew this as an annual agreement.

INDEPENDENT CONTRACTOR

Each party is an independent contractor of the other for purposes of this Agreement. Nothing in this Agreement shall make any employee of one party an employee of the other party. Neither party assumes any responsibility for the payment of any compensation, fees, wages, benefits, taxes, electronic equipment, office space, vehicles to or on behalf of the other party's employees. No employee of one party shall be deemed, or represent themselves to be, an employee of the other party. The case managers will operate under the direction of POCAAN's Program Manager for this program and our Programs Director, in their sole discretion, shall assign them.

INDEMNITY

Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own contractors, subcontractors, their employees, and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim,

demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, with respect to the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

CHANGE OF ORDERS

Any changes to the scope of the services must be made in writing and signed by both parties ("Change Order"), or the receiving party will have five business days to reject the Change Order if made via email to the other party's designated contact person. If the rejection is not made within 5 business days, the Change Order is considered mutually accepted. Each accepted Change Order will be incorporated by reference into this Agreement and will be subject to its terms and conditions.

CONFIDENTIALITY

Redmond will obtain a signed consent form from patients referred by Redmond to POCAAN and POCAAN shall not access medical/mental health information received from patients unless a consent form has been obtained. The parties understand that Redmond, in its role as a EMS health care provider, will be providing health care information to POCAAN in accordance with the Washington State Uniform Health Care Information Act (RCW 70.02.050(1)(b)). POCAAN shall use the information solely for the purpose of providing the patient navigation services required by this Agreement and for no other purpose. POCAAN shall keep all patient information confidential and shall take all reasonable steps to secure access to such information so that such information is disclosed only to personnel with a need to know. POCAAN shall not use or disclose such information to third parties, including private individuals, organizations, or public agencies without the patient's consent and only for the purposes provided in this Agreement.

NO THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the parties and gives no right or remedy to any other person or entity.

TERMINATION

Either party may terminate this Agreement, with or without cause, upon the giving of sixty (60) days advance written notice to the other party.

Notices: Any notice required to be given under this Agreement shall be in writing and shall be deemed given three (3) days after the same is deposited in the U.S. Mail, postage prepaid, addressed to the parties as follows:

To Redmond:

Battalion Chief Medical
Services Jim Whitney
Redmond Fire Department
P.O. Box 97010
Mail Stop FDADM
Redmond, WA 98073-9710

To POCAAN:

Steven R. Sawyer,
Executive Director
901 Rainier Ave North
Renton, WA 98057

The parties may designate others to receive notice from time to time and shall do so by providing written notice as described in this section.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington.

Attorney's Fees: If either party brings litigation against the other party to compel the performance of this Agreement or to redress any breach thereof, the prevailing party in any such litigation shall be entitled to recover its costs and reasonable attorney's fees.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior understandings, written or oral.

EXECUTED by the parties on the dates set forth below.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month, and year first written above.

**City of Redmond Fire
Department**

**People of Color Against AIDS
Network (POCAAN)**

By: 
Name: Angela Birney, Charles Corder (Mayor Designee)

Title: Mayor City of Redmond

Date: 11/9/2022

By: 
Name: Steven R. Sawyer,

Title: Executive Director
People of Color Against AIDS
Network

Date: 11/3/2022



POCAAN Case Management MIH Project Monthly Report

Service Months	Dates	Summary of Consultations
Example:	1/5, 1/12, 1/21, 1/29	24 Face to face encounters, 3 Phone encounters, 10 email encounters, and 2 Referrals, Total hours
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		



Memorandum

Date: 8/2/2023
Meeting of: City Council

File No. AM No. 23-113
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

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

Police	Brian Coats	Captain
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TITLE:

Approval of a \$32,000 Criminal Justice Training Commission Officer Wellness Grant

OVERVIEW STATEMENT:

The police department is seeking Council's approval to accept grant funding in the amount of \$32,000 to support Officer Wellness.

On May 15, 2023, the Criminal Justice Training Commission (CJTC) announced grant funding available to law enforcement agencies for the purpose of establishing or enhancing officer wellness programs. The police department applied for the grant to assist funding a comprehensive Total Wellness Program for commissioned police officers.

On June 13, 2023, the police department learned it was awarded \$32,000 to fund Nutritionist and Financial Planning Services for its officers. The term of the contract is from July 1, 2023 to June 30, 2024.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond PD Policy 1033: Wellness Program
- **Required:**
Council approval is required for grant acceptance.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The police department is interested in developing a comprehensive Total Wellness Program. It is well documented that first responders experience major health problems due to several factors, including a poor diet, shift work, repeated exposure to stress, and trauma. Through this grant funding, police staff will be provided the opportunity to consult with a registered dietitian to provide nutritional guidance and support.

Financial Wellness is an additional phase of the department's Total Wellness Program. Financial security and fear of impending costs police officers cannot afford leads to stress, impacts officer performance, burnout, and decision-making. Through this grant, officers will have the opportunity to consult with a certified financial planner.

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:

No budget impacts.

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

Budget Offer Number:

228 Criminal Justice

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

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
8/2/2023	Business Meeting	Approve

Time Constraints:

Term of contract is July 1, 2023 to June 30, 2024

ANTICIPATED RESULT IF NOT APPROVED:

The police department will not accept the award and will research other funding sources to support officer wellness.

ATTACHMENTS:

N/A



Memorandum

Date: 8/2/2023
Meeting of: City Council

File No. AM No. 23-114
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Dave Tucheck	Deputy Director
Public Works	Chris Stenger	Deputy Director
Parks	Caroline Chapman	Planning Manager

TITLE:

Approval of Consultant Agreement with Herrera Environmental Consultants, Inc., in the Amount of \$122,718, for the Climate Resiliency and Sustainability in Vegetation Management Plan

OVERVIEW STATEMENT:

As part of the approved 2023-24 budget, staff is requesting council authorization of \$122,718 for Herrera Environmental Consultants, Inc. to lead the Climate Resiliency and Sustainability in Vegetation Management Plan project. Herrera Environmental Consultants, Inc. was selected after a competitive bid process.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2023/24 City of Redmond Adopted Budget, draft 2023 PARCC Plan, Tree Canopy Strategic Plan, Environmental Sustainability Action Plan, 20-Year Forest Management Plan.
- **Required:**
Council approval is required for contracts exceeding \$50,000.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Building upon previous City planning efforts related to environmental sustainability, the consultant will provide the City a plan that includes actionable items and strategies resulting in a more climate resilient and sustainable natural environment. Strategies will include (but not limited to) tree canopy expansion on public lands, rewilding City owned properties, replacing formal lawn areas with naturalized meadows/pollinator habitat, modifications of maintenance practices, future electrification recommendations, adjusting tree/plant species (varieties) to align with climate change, and additional carbon sequestration opportunities.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Outreach will occur during plan development and after plan completion
- **Outreach Methods and Results:**
Stakeholder focus groups, digital media, in-person outreach, and outreach collateral
- **Feedback Summary:**
Outreach summary report

BUDGET IMPACT:

Total Cost:
\$122,718

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

Budget Offer Number:
0000146 - Service Enhancement

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
General Fund Surplus

Budget/Funding Constraints:
N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/25/2023	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Approval of the consultant agreement will allow the consultant to begin work in August 2023 and the final Climate Resiliency and Sustainability in Vegetation Management Plan to be completed by February 2024. Following the completion of the plan, actionable items will be implemented in 2024. If additional funding is necessary to implement portions of the plan, a budget request will be submitted during 2025-2026 budget process.

ANTICIPATED RESULT IF NOT APPROVED:

If the City Council chooses not to approve this consultant agreement, a Climate Resiliency and Sustainability in Vegetation Management Plan will not be developed, slowing progress towards a more resilient and sustainable environment.

ATTACHMENTS:

Attachment A: Consultant Services Agreement with Herrera Environmental Consultants, Inc.

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PROJECT TITLE 	EXHIBITS <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i>
CONTRACTOR 	CITY OF REDMOND PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i> City of Redmond
CONTRACTOR'S CONTACT INFORMATION <i>(Name, address, phone #)</i> 	BUDGET OR FUNDING SOURCE
CONTRACT COMPLETION DATE 	MAXIMUM AMOUNT PAYABLE

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. **Independent Contractor.** The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. **Indemnity.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. **Insurance.** The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. **Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. **City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the
day and year first above written.

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney



BID RESPONSE

Responding To:

Bid/Project Number: RFP 10788-23

Bid/Project Title: Climate Resiliency and Sustainability in Vegetation Management

Closing Date: 06/14/2022, 2pm PST

Submitted By:

Name of Company Submitting Response:

Herrera Environmental Consultants, Inc.

Printed Name of Person Submitting Response:

Jill Patterson

Email:

jpatterson@herrerainc.com

Signature of Person Submitting Response:

DocuSigned by:
Jill Patterson
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Date:

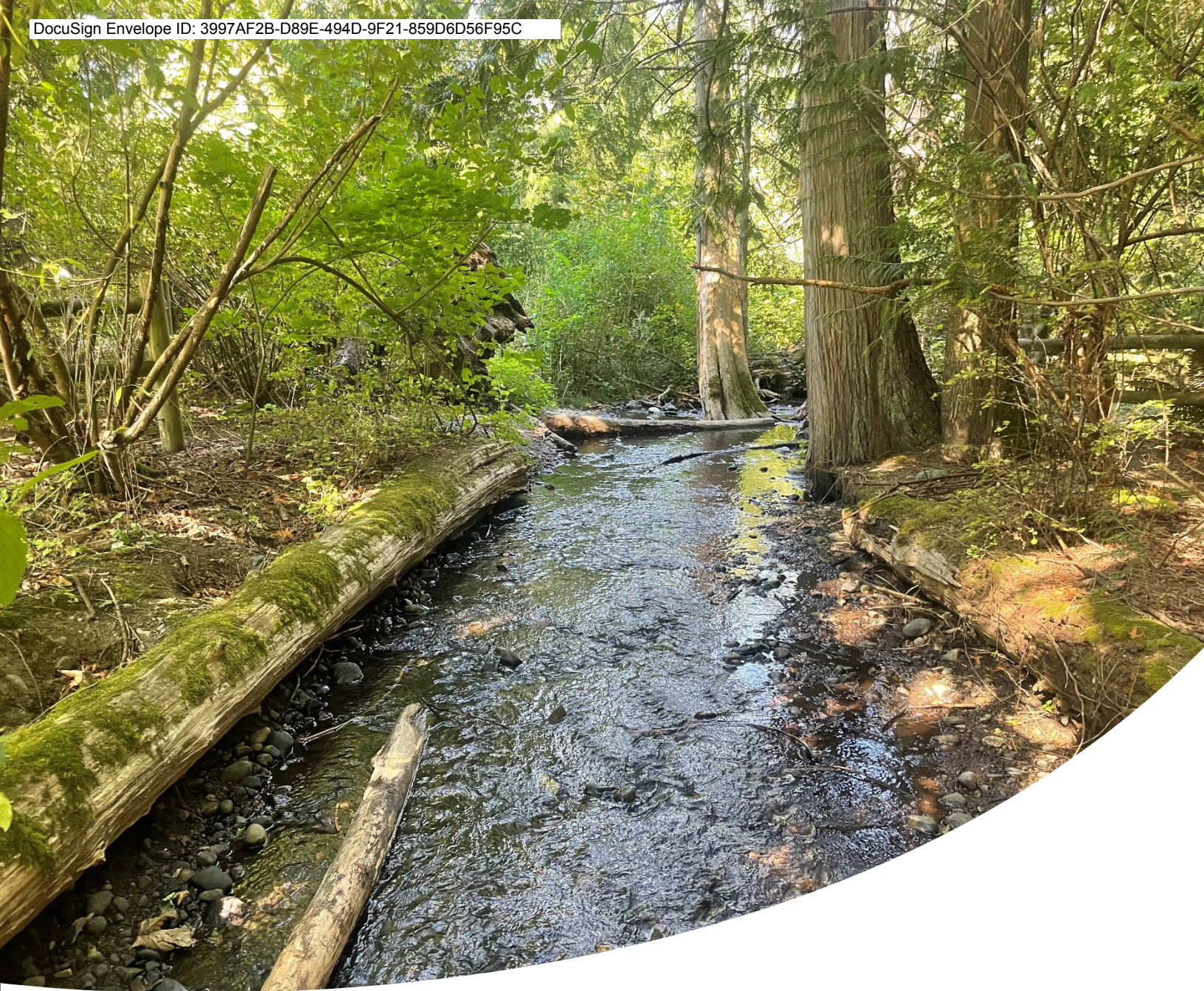
6/14/2023

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here



Qualifications and Proposal for City of Redmond Climate Resiliency & Sustainability In Vegetation Management

Prepared by:
Herrera Environmental Consultants, Inc.
2200 Sixth Avenue, Suite 1100
Seattle, Washington 98121
p. 206.441.9080



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Attachment A: Resumes of Key Team Members

Executive Summary and Overall Approach

Firm Qualifications

Established in 1980, **Herrera** is an innovative employee-owned consulting firm providing scientific and engineering services to public and private clients throughout the Pacific Northwest. Environmental stewardship and scientific integrity are woven into our firm values and work. Our interdisciplinary staff include more than 130 highly qualified engineers, environmental scientists, arborists, landscape architects, and planners who integrate across disciplines to deliver forward-looking and climate-adaptable projects that protect natural resources. Through regular internal science-design feedback loop meetings, we teach and learn about the newest best management practices and strategies for more successful science and project delivery. Herrera's expert staff team approaches green infrastructure design and management from multiple angles including engineering and landscape architecture design, restoration, management and maintenance, and geospatial analysis. Our expert green infrastructure engineers, GIS analysts, botanists, arborists, and restoration ecologists have deep experience related to natural resource management and planning as well as best practices for adapting green infrastructure to be more climate resilient. Herrera has supported hundreds of projects throughout the Pacific Northwest, including Redmond's Paired Watershed Study, that include analysis of natural areas in both rural and urban settings to help our clients best characterize and protect the natural environment. In addition, we bring decades of experience in green infrastructure and climate resiliency planning for many local agencies, including the Cities of Redmond, Kent, Shoreline, and Tacoma as well as Seattle Public Utilities, King County, WSDOT, and Sound Transit.



2200 Sixth Avenue, Suite 1100

Seattle, WA 98121

Contact: Rachel Johnson

Phone: 206.787.8225

Email: rjohnson@herrerainc.com

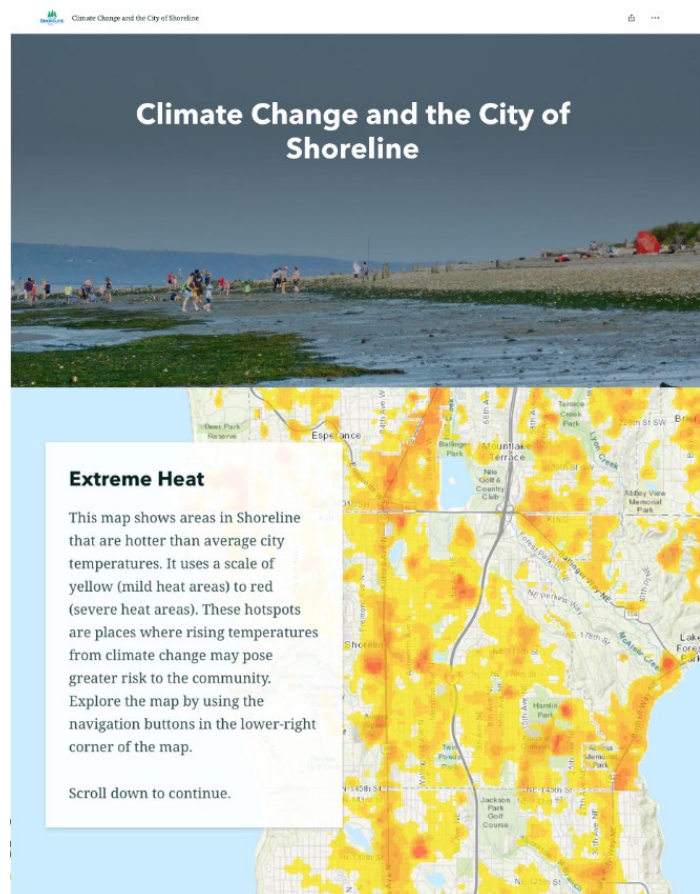


Cascadia Consulting Group has been a close partner of Herrera's since 2000. Together, our firms have collaborated on a wide range of climate adaptation and resilience, low impact development, ecosystem restoration, and sustainability outreach projects for cities, counties, and state agencies around Puget Sound. Since its founding in 1993, Cascadia has worked with public, corporate, nonprofit, and tribal clients to advance projects that benefit their communities and the environment. Cascadia complements Herrera's natural resources technical prowess with expertise in strategic planning, analysis, community engagement, and management of projects focused on climate change mitigation and adaptation, energy efficiency and renewable energy, recycling and materials management, and resource conservation.

In recent years, Herrera and Cascadia have successfully completed multiple, high-profile climate adaptation and resiliency projects together. These efforts, described below, include the City of Redmond Environmental Sustainability Action Plan (2020), the City of Shoreline Climate Change Impact and Resiliency Study (2020), the City of Tacoma Climate Adaptation Strategy (2021), and the City of Kent Parks Climate Resiliency and Sustainability Plan (2023). Our project team is ready to support the full range of technical expertise required to effectively design a climate-resilient and sustainable vegetation management plan for the City of Redmond.

StoryMaps (like the one featured at right, from our team's work with the City of Shoreline) are online tools that can be used to visually relay complex scientific analysis in a way that is easy for the public to interact with.

Find it online at: [Adaptation & Resilience | City of Shoreline \(shorelinewa.gov\)](https://www.shorelinewa.gov/adaptation-resilience)



Project Understanding

We are eager to work closely with the City of Redmond to support the creation of a Climate Resiliency and Sustainability Vegetation Management Plan (Plan) that meets the City's and community's long-term needs and vision. As climate impacts continue – including warmer air temperatures, more intense rainfall, greater exposure to wildfire, and longer summer drought conditions – there is an urgency to plan for and be adaptable to these new conditions.



The City has done an impressive job to date of being at the forefront of sustainability and resource protection initiatives, through longstanding commitments and planning efforts to protect the natural environment, reach carbon neutrality, and prepare for climate impacts. We understand the need to now integrate previous efforts related to vegetation and develop a clear roadmap for the future that comprehensively considers the diverse types of vegetation managed across many departments, is consistent with City and community values, and considers the long-term impacts of population and economic growth as well as climate change. We know that vegetation management extends well beyond plants: it touches on stormwater infrastructure, maintenance staffing, utilities, community health and wellbeing, property values, recreation opportunities, habitat quality, and greenhouse gas mitigation.

The Plan will support the City in achieving more climate-resilient and sustainable vegetation resources. This plan will aid the City in sustaining an environment that is healthy, resilient to climate impacts and disruptions, and provides resources for future generations. To be effective, the Plan must address the following questions:

- How can the City most effectively build on past progress? What are notable successes and challenges, and what lessons can we incorporate to make this Plan as effective as possible?
- What are the existing City of Redmond trends in municipal vegetation management to support climate resiliency and sustainability?
- What innovative community engagement strategies can be deployed to reach diverse and equitable members of the community to get their support of the City's vision?
- What are the key City organizational strengths, weaknesses, opportunities and threats when looking to be a state leader in maintaining vegetation to support climate resiliency and sustainability?
- What are the opportunities for upcoming CIP projects to implement improvements in vegetation management to improve resiliency and increase the tree canopy in the City?

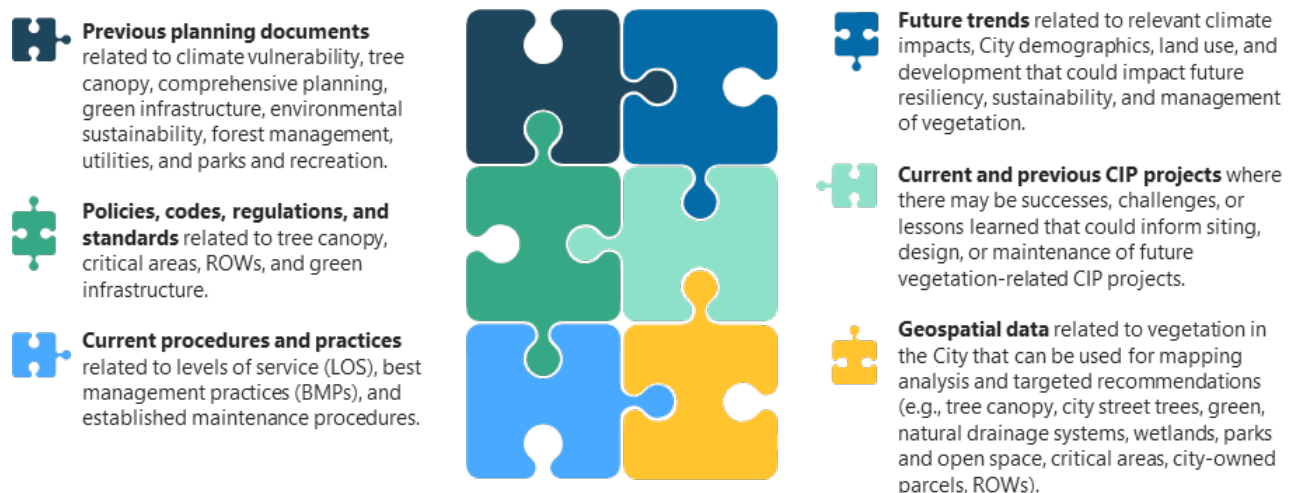
Our approach and strategy, described on page 4, outlines our plan for answering these questions and delivering a vegetation management plan that is innovative and forward-looking for a natural environment that is more sustainable and climate resilient.

Project Approach and Strategy

We applaud the City of Redmond for taking this forward-looking and integrated city-wide approach to vegetation management. We, the Herrera and Cascadia team, propose to work with the City collaboratively to inspire, inform, and support the City in realizing an overall vision of a climate-resilient and sustainable natural environment that supports future residential and employment growth and high quality of life. This is exactly the type of project that aligns with our values and the skills of our interdisciplinary team of ecologists, engineers, landscape architects, arborists, and community outreach specialists. Our team looks forward to working across City departments to build on the work we accomplished with you as part of the 2020 Environmental Sustainability Action Plan.

Our general approach to this project revolves around early, and often, collaboration among our interdisciplinary team and the City. As a first step, we will convene an in-person **kick-off meeting** with key representatives from the City (City Sustainability Team) to introduce the project team, help establish an early rapport, and confirm project goals and outcomes. We anticipate discussing opportunities to align this plan with other City initiatives, recent community and internal stakeholder engagement activities, lessons learned, and client/consulting team roles, responsibilities, and expectations (including logistics and timeline). From the kick-off meeting, we will develop a shared understanding of the project's goals, process, and milestones. We will continue regular communication and collaboration with City staff. Rachel Johnson, our proposed Project Manager, will lead communication, monitor progress, and provide monthly invoices and activity reports.

To develop a complete picture of the City of Redmond's policy context, unique community characteristics, and work already underway, we plan to conduct a **literature review and inventory** of the City's previous planning efforts related to vegetation management, sustainability, and climate adaptation. Since climate resilience and sustainability planning is a cross-disciplinary activity, conducting a literature review of plans, policies, and trends is critical for developing a plan that builds on and integrates with the City of Redmond's existing initiatives and does not conflict with other City priorities. During the kick-off meeting, Herrera will confirm the list of relevant materials that may inform or direct the Plan, including those referenced in the RFP.



Herrera will leverage our extensive historic and ongoing work with the City on a variety of projects (e.g., Redmond Paired Watershed, Mitigation Monitoring, 2020 Environmental Sustainability Action Plan, etc.) to provide additional insights during this literature review process.

To gain a holistic understanding of the City’s current operations and opportunities, we will supplement the literature review with information from key City representatives - across related City departments such as Parks & Recreation, Public Works, Maps & GIS, Planning, Transportation, and Public Works - gathered at an in-person **cross-department internal workshop**. At the workshop, we will discuss and gain buy-in on project goals and objectives and use a **SWOT analysis tool** to characterize significant internal (strengths and weaknesses) and external (opportunities and threats) factors related to the City’s current and future sustainable vegetation management. The findings from these conversations will feed directly into the development of potential actions and improvements that fill in gaps and capitalize on unrealized opportunities. We have experience facilitating stakeholder meetings in person or virtually and will work with the client team to determine the appropriate venue.

Internal	Strengths	Weaknesses
	What data is the City already collecting? What are successes to date?	Where is improvement needed? What resources are needed? Where is the City seeing vegetative cover decreasing?
External	Opportunities	Threats
	What are emerging trends for vegetation management? Where can management practices yield improvements in survivability?	What are the obstacles to achieving a resilient and sustainable natural environment? What climate disruptions is the City not prepared for?

While conducting the literature review and internal engagement with key City staff, in parallel we will engage with the broader Redmond community to facilitate buy-in of the final plan. Our **community outreach plan** will include detailed methods for engaging important external stakeholders and the public. We anticipate employing a diversity of methods to ensure broad and diverse participation to build on existing relationships and identify new perspectives for this process, with the knowledge that the City will continue to grow and become more diverse in the coming decades. Our outreach plan will be divided into three phases described below: goal & strategy development, collaborative planning, and implementation transition and socialization.

Phase 1 – Goal & Strategy Development	Phase 2 – Collaborative Planning	Phase 3 –Implementation Transition and Socialization
Objectives: gain important background context (e.g., prior planning efforts, current climate vulnerabilities); vet proposed targets/goals; brainstorm actions; identify high-level challenges and opportunities	Objectives: review, vet, and prioritize proposed strategies & actions	Objectives: prepare for implementation and plan to socialize the final Plan with the public (e.g., marketing materials, outreach opportunities)

We can work with the City to determine the relevant outreach tactics. These may include:



Communitywide survey. Using a survey, we can gather input from as many residents as possible, especially those who may be interested in the planning process but cannot attend any of the events. Based on our extensive experience conducting community surveys, we recommend that the survey be kept as short and focused as possible. We can work with the City to identify ways to advertise, such as posts on social media accounts and sharing with local media outlets.



Stakeholder focus groups or interviews. The Cascadia outreach team can use direct stakeholder engagement through focus groups or one-on-one interviews to allow for more in-depth, personal, and focused conversations with key stakeholders—beyond what is possible through large meetings or broad surveys. Potential stakeholders include those representing hard-to-reach communities and key implementation partners.



Digital Media. We can use Facebook, NextDoor, City webpages, regular virtual gatherings or organizations (e.g., Chamber of Commerce), and apps like WeChat to reach a broad and diverse cross-section of the population, including those who may not have the time or interest to attend a workshop.



In-person outreach. Cascadia's outreach team has expansive experience conducting outreach at community events like farmers markets and popular public places like parks, grocery stores, and houses of worship. In-person activities enable us to meet people where they are and can be especially powerful for engaging with communities most impacted by climate change—for example, in neighborhoods that have increased heat island effects.



Online platforms. Cascadia has used platforms such as Konveio to solicit online feedback, host online open houses, and to facilitate public comment processes.



Outreach collateral. This collateral can include educational materials, factsheets, webpages, slidedecks, posters for in-person events, and other branded materials.



Translated materials. If needed and included in the outreach plan, Cascadia can translate materials into over a dozen languages with in-house language experts and community partners.

With information from the internal workshop, community engagement, and literature, we will synthesize the material and prepare a brief **literature review and workshop summary memo** that collates current and previous significant and successful sustainability work, identified gaps, trends, and themes related to sustainable and climate-resilient citywide vegetation management. This review and compilation will ensure that our planning process builds upon the City's planning and management efforts that are underway or have already been completed (e.g., Tree Health Risk Analysis and Mitigation, etc.). To maximize efficiency, the content created for this deliverable will be easily integrated into the draft Plan. We have found that creating interim deliverables not only saves time and budget, but also splits the planning process into manageable phases and milestones to incorporate City feedback.

Following the initial internal workshop and SWOT analysis, we will develop an **initial set of actions** related to procedures and practices that will prepare the City's natural environment and maintenance teams for current and future climate impacts. These identified opportunities, resources, improvements, and changes will align with the City's existing programs, maintenance procedures, and parallel planning efforts. They will also reflect community priorities, be feasible, cost-effective, fit within existing operations, and bring additional co-benefits to the Redmond community (e.g., advance public health or economic goals). Where applicable, in developing these actions, we will also pull from our extensive experience working with other Pacific Northwest jurisdictions and agencies – including communities like Seattle, Bellevue, Shoreline, Portland, and Kent, as well as King County, Washington State Parks, and Vancouver, B.C – that may have new ideas and strategies relevant to the City of Redmond.

After building out a suite of potential actions, we propose assessing and ranking the actions through a **multi-criteria analysis**. Criteria for the analysis may include feasibility, impact, community buy-in (informed by community outreach), cost, urgency, realization of co-benefits, and urgency. Our team will rank the actions based on our expertise, review of climate risks, and the City of Redmond's vision and goals.

In parallel with the development of actions, we will leverage our GIS expertise to partner with the City's GIS & Maps team to conduct **spatial analysis and mapping** of locations for potential CIP projects that would enhance the City's natural environment. Depending on the priority goals and objectives for the project, this spatial analysis could include a spectrum of different project types, costs, and sizes. For example, we could conduct a hotspot analysis of prime locations in the City for tree canopy expansion to align with the Tree Canopy Strategic Plan goals by considering areas with low canopy cover, high urban heat island effect, low abundance of heat and drought tolerant tree species, and City-owned parcels and ROWs. To identify potential areas for lawn conversion projects to naturalized meadows and pollinator gardens, we could train a model to classify grassy areas using LiDAR and multispectral imagery, and filter the sites by size, zoning, and other criteria. We could also employ GIS technology to identify locations to adjust maintenance practices, such as ROW areas where lower levels of maintenance and irrigation could be adopted while still maintaining standards around safety and aesthetics.

We will present the initial rankings and results of mapping to the City's Sustainability Team at an in-person **internal workshop**, review them collaboratively with interactive mapping exercises, and adjust the rankings as needed. Ultimately, from the analysis, we will identify a shortlist of high-priority actions, including improvements that are low-cost, low-hanging fruit, and easy initial wins for the City, that improve climate resiliency and environmental stewardship of the City's vegetation management practices.

The actions, strategies and spatial mapping will come together in a clear, concise, and forward-looking **Climate Resiliency and Sustainability Vegetation Management Plan**. Starting from the kick-off meeting we will work closely with the City to envision the format, objectives, and audience for the final deliverable. While the exact plan layout will be subject to the City's Sustainability Team's input, we anticipate the plan including key elements including: important findings from the literature review, community outreach, participatory SWOT analysis, **GIS maps of priority project and CIP project locations, and finalized strategies and actions**. The plan could also include components such as lists for recommended drought and heat-tolerant species that add diversity and habitat to the City's tree canopy and green spaces. The plan will highlight discrete, measurable actions that can be used to inform funding requests in the next budget cycle so that the City has the resources to make the plan a reality.

Experience and Capabilities

Capabilities and Expertise

Herrera and Cascadia have worked closely on a broad range of sustainability projects over the past two decades. Our history of collaboration in the climate action field includes developing Redmond's Sustainability Plan, Tacoma's Vulnerability Assessment and Adaptation Plan, and a Climate Action Plan for Kent Parks. Herrera and Cascadia have also worked together on a large portfolio of additional projects including King County's Green Tools green building contract and Herrera is currently supporting Cascadia on a statewide behavior-change campaign focused on improving private-sector low impact development practices.

In summary, the Herrera and Cascadia team has a deep history of collaborating to support municipal clients in planning for climate resiliency and sustainability. Descriptions of our team's most relevant projects are included in the following pages.

Why Herrera & Cascadia?

20+ years working together on climate resiliency & sustainability.

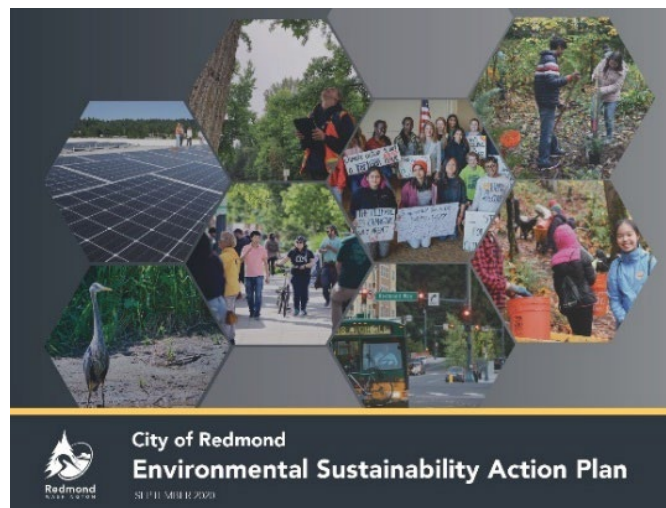
Ongoing relationship with of the City of Redmond.

Collaborative approach to engaging local stakeholders in restoration in public spaces.

City of Redmond Environmental Sustainability Action Plan | Redmond, WA

Key Team Members: Matt Fontaine and Christina Merten

Herrera supported Cascadia in developing a foundational, comprehensive Sustainability Plan for the City of Redmond. The project goal was to review current activities and develop a list of sustainability projects and programs that could enhance the City's reduction of greenhouse gas emissions and advance integration of sustainable practices into the overall City organization in a systematic, coordinated, and financially responsible manner. Our analysis included a literature review, stakeholder interviews and surveys, and a workshop with City staff. We captured the results in conceptual diagrams that mapped key factors in achieving the City's goals and developed quantitative metrics for tracking progress, such as tree canopy percentages and sector-specific GHG emissions. Herrera provided expertise and focus on natural systems, water management, and materials management. In addition, Cascadia led a GHG wedge analysis and transitioned GHG data to the ClearPath platform for improved tracking and evaluation in the future.



Building on this sustainability inventory, we assessed and prioritized strategies and actions to advance sustainability and climate action in municipal action and throughout the community at large. Our team—which included an Advisory Panel of experts in mobility, green building, stormwater, waste reduction, and economics—analyzed potential strategies based on impact and co-benefits such as public health, economic resilience, and equity. As part of the project, Cascadia led a stakeholder and public engagement process that included a series of four workshops with internal project teams, a survey, an online open house, and ongoing online engagement through the City’s engagement platform. After completing the plan, Cascadia built on the work to provide implementation support for the City, including a municipal operations carbon neutrality implementation plan (adopted unanimously by City Council in 2021) and provision of GHG inventorying and training services.

City of Shoreline Climate Change Impact and Resiliency Study | Shoreline, WA

Key Team Members: Jenn Schmidt, Matt Fontaine, and Rayna Gleason

The City of Shoreline wanted to assess vulnerabilities to climate change impacts and develop a framework for incorporating climate impacts into capital projects and operations. Cascadia and Herrera assessed four focus areas: stormwater infrastructure, built environment, public health and safety, and natural ecosystems. To support City staff in incorporating climate vulnerability into their capital project planning and stormwater management, Cascadia developed an online GIS map tool that guides project managers through a series of simple steps to identify strategies to reduce vulnerabilities of their projects to more intense rainfall and extreme heat, as well as to integrate equity considerations into the resilience planning process. The team complemented this map tool with a prioritization framework to identify top strategies for building resilience in the stormwater system. Based on the vulnerability assessment and prioritization framework we developed, our team identified adaptation measures for the City to implement and presented the results of the project in a series of public meetings and through an accessible and engaging written report.



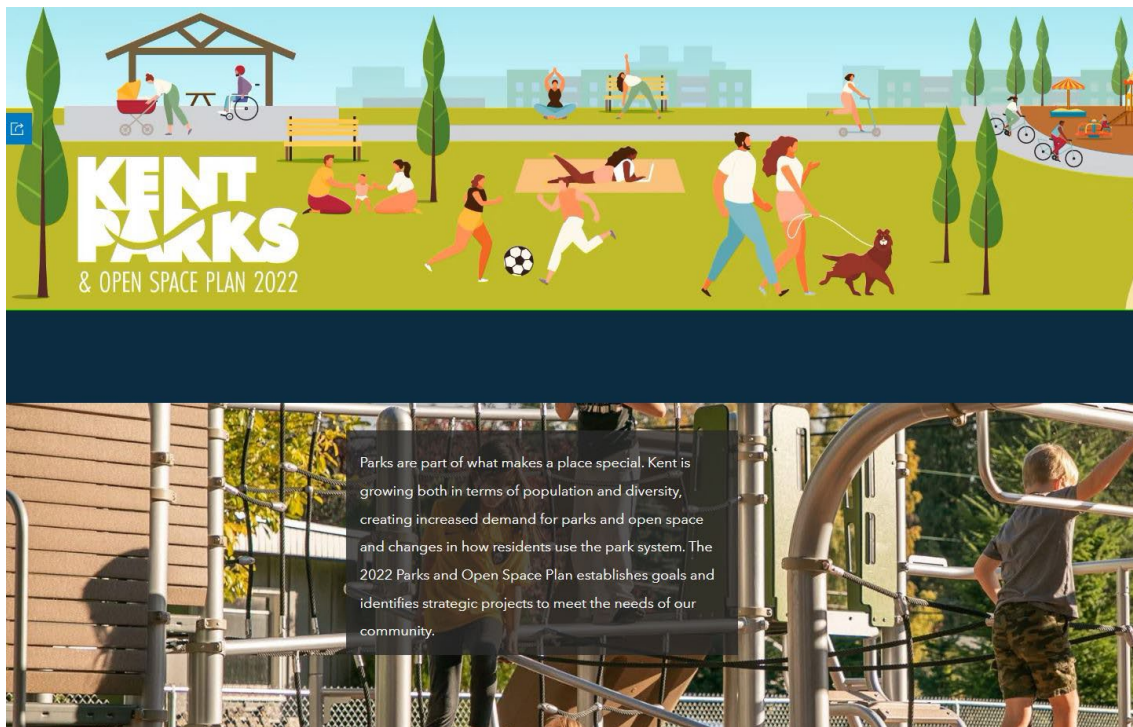
In addition to the Climate Impacts and Resiliency Study, Cascadia has supported virtually all of Shoreline’s climate mitigation planning and communication efforts over the past decade. Our work with the City began in 2012 with the creation of their first Climate Action Plan, continued in 2017 with an update of the City’s public communications around sustainability metrics and progress toward goals, and a current update of their original CAP to reflect progress made over the past decade and update goals and focus areas—including inclusive engagement and environmental justice themes.

City of Kent Parks Climate Resiliency and Sustainability Plan | Kent, WA

Key Team Members: Rachel Johnson, Jenn Schmidt, and Mike Chang

Cascadia and Herrera worked together to support the development of a comprehensive and effective Climate Resiliency and Sustainability Plan (CRSP) that met the needs of the parks department and the community. The project included an initial inventory of current policies, practices, and procedures related to climate resilience, sustainability, and park operations, coupled with interviews with key representatives from multiple City of Kent departments. Through a climate vulnerability assessment, we assessed current and projected future impacts to major park resources including tree canopy and vegetation, staff and community health and well-being, and the built environment. This assessment included spatial analysis of park-owned parcels that could be prime locations for tree canopy expansion projects, as well as identification of a drought and pest-tolerant tree species list for future planting. Part of the analysis emphasized equity and built on previous work with the City through the 2022 Parks and Open Space Plan, where we created heat maps that identified high-need areas for future park investments. After identifying vulnerabilities, we aligned potential policy options, strategies, and measures with current legislative requirements and existing policies and programs to identify opportunities to support co-benefits for the community. We prioritized opportunities with a multi-criteria analysis tool, and created a final plan that is comprehensive, adaptable, and supports Kent Parks' wide range of goals for sustainability.

You can find this StoryMap (below) that was developed for the City of Kent Parks and Open Space Plan online here: [City of Kent Parks and Open Space Plan](#)



City of Tacoma Climate Adaptation Strategy | Tacoma, WA

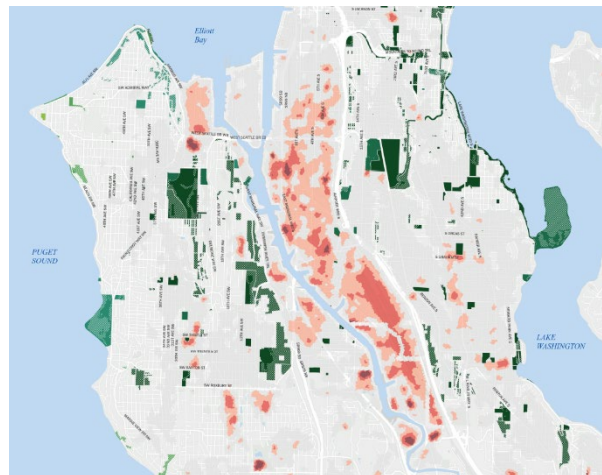
Key Team Members: Matt Fontaine and Mike Chang

Herrera and Cascadia worked with the City of Tacoma to develop a comprehensive climate adaptation strategy that is preparing the City for anticipated impacts of climate change, including rising sea levels, more frequent rain events, more powerful coastal storms, and more frequent days with heat over 90 degrees. This strategy sets a long-term vision with clear and compelling implementation pathways that position the city to maintain a high quality of life with livable neighborhoods, healthy open spaces, parks and tree canopy, and a growing business environment. As part of this process, the team, with help of a steering committee, reviewed the Tacoma Climate Resilience Study (which Herrera also worked on) and other pertinent studies to identify and document prominent climate-related risks. From this information, the team identified core goals, in addition to indicators and interim deadlines for measuring progress towards those goals. Once established, these goals were added to a database of potential adaptation actions, including actions for increasing resiliency in municipal operations, with a focus on technical infrastructure and stormwater solutions. From here, the team assessed and ranked actions through a multi-criteria analysis, identifying high-priority actions to carry forward into a more comprehensive cost-benefit analysis phase. Once Herrera and the team developed cost estimates for proposed adaptation actions, Herrera worked with city staff to better understand the City's typical capital facilities planning (CFP) process to provide recommendations on how the CFP process could incorporate relevant data to ensure capital facilities support the City's climate adaptation goals, including social equity. Following the capital facilities adaptation assessment, the team developed final recommendations and a timeline for implementation, taking into account the City's infrastructure, zoning, policy, and management priorities.

Olmsted 200 Tree Support Program | Seattle, WA

Key Team Member: Jenn Schmidt

The rate of loss of trees in developed parks and boulevards in Seattle from age, disease, and climate stress is growing beyond the capacity of Seattle Parks and Recreation's available resources. Herrera is providing both GIS and ecological/arborist support for this program to address and prioritize tree replacement. Herrera completed a broad GIS screening analysis to identify priority parks and boulevards looking at factors like canopy change over time, wildlife corridors and habitat connectivity, tree health, equity considerations with each park or boulevard service area, and urban heat islands. Herrera is also providing input to help incorporate ecological considerations into tree selection criteria development, such as the potential for non-native species to become invasive in the future.



Key Team Members

Figure 1 below provides a visual depiction of our team structure. **Rachel Johnson** will lead our team and be the main point of contact for the City of Redmond. Rachel has experience working on projects that couple GIS desktop analysis with targeted field efforts to help guide stewardship planning for resiliency and sustainability in the face of climate change. Rachel will guide input from our key team members shown in the organization chart (Figure 1) to streamline completing this project. **Christina Merten** will be our project principal, drawing upon her experience with leading analysis and design of over 60 ecological and natural resource focused projects (many of them located in parks and natural areas) and as a former Redmond resident to provide targeted and effective QA/QC oversight and senior technical reviews, and to ensure the appropriate Herrera firm resources are available to the project. Herrera's technical team includes **Jenn Schmidt** (GIS Lead), **Ian David Crickmore** (GIS/Arborist), **Randall Taylor** (Landscape Architect/Arborist), **Rayna Gleason** (Botanist/Arborist), **Nick Bartish** (Ecologist); **Matt Fontaine** (Green Infrastructure Engineer), and **Shawree Zhang** (Environmental Scientist). **Alyssa Rodriguez** will lead the community engagement with **Mike Chang** in an advisory role (both from Cascadia). In addition, Herrera has a full CAD/GIS services group to support the project. An overview of each key team member's qualifications for this project is provided following Figure 1. Resumes summarizing the expertise of our team members are included in Attachment A.

Figure 1.
Organization of the Herrera Team





Rachel Johnson | Project Manager

Rachel Johnson has 6 years of experience in assessing and planning for climate impacts related to water resources. She has a strong background in project management, science communication, and technical writing, and expertise that spans climate change impact assessments, stormwater green infrastructure planning, and coastal resilience policy. An engineer by training, Rachel has conducted numerous literature reviews, spatial analyses, and fieldwork in support of developing forward-looking recommendations for stormwater, restoration, and land use development policies for local municipalities in the face of climate change. Before joining Herrera, Rachel served as a coastal resilience policy analyst at NOAA, where she managed a portfolio of projects related to sea level rise, coastal flooding, and adaptation. In this role, she led multiple high-visibility communications projects around sea level rise science and climate adaptation planning, for audiences including the U.S. public and Congress.



Christina Merten, PE, PWS | Project Principal

Christina Merten has over 20 years of technical experience in the natural resource monitoring, remediation and restoration field with demonstrated ability to perform as a key team member and independently lead projects. She oversees a variety of environmental studies for private and public development projects. She has managed and participated in multi-year monitoring of mitigation sites and creation of adaptive management plans for restoration and mitigation sites to ensure regulatory compliance and efficient long-term management. Christina has worked in state government (Washington State Department of Ecology) as a senior project manager on large wetland mitigation banking projects issuing CWA Section 401 Water Quality Certifications, overseeing adaptive management plans, and serving a key role on the Interagency Review Team..



Jenn Schmidt, GISP | GIS Lead

Jenn is a GIS Specialist with 18 years of experience using GIS and related technologies to analyze rivers, coastlines, and floodplains and map and model geospatial trends in the Pacific Northwest. She is passionate about identifying rigorous and cost-effective data analysis methods to help support decision making. One of Jenn's primary areas of expertise is developing GIS overlay models that combine scientific expertise and available spatial data to identify and prioritize areas for multi-benefit habitat restoration projects over large geographic areas. In addition to analysis, Jenn is an expert at compiling and managing large volumes of spatial data and has used the publicly available datasets in Washington on hundreds of projects. Jenn is adept at synthesizing spatial datasets from multiple sources into attractive maps, tables, interactive tools, and other visual products that are tailor for easy understanding by a variety of audiences. She is experienced in public engagement and facilitation for projects and is adept in helping to bridge the gap between technical language and policy/science.



Ian David Crickmore | GIS/Arborist

Ian David is an ISA certified arborist, geographic information analyst and biogeographer with 15 years of experience in arboriculture, geospatial analysis, environmental consulting. He has led comprehensive tree surveys and risk assessments for Sound Transit, King County, the City of Issaquah and Pacific Gas and Electric. Ian David leverages expertise in geography, environmental science and arboriculture to develop effective data collection and analysis solutions. Ian David is passionate about communicating information cartographically and working on projects that support the ecological integrity of our environment and improving its

accessibility to the people who live in it.



Randall Taylor, PLA | Landscape Architect/Arborist

Randall has 15 years of experience. His passion lies at the intersection of design, sustainability, and nature. He is also an ISA Certified Arborist with experience conducting tree health assessments, supervising tree plantings, and providing tree trimming recommendations for a wide range of public and private clients. As a landscape architect, Randall strives to create public spaces that are aesthetically pleasing, purpose driven, and seamlessly meld with the surrounding native ecologies. His work and studies have focused on urban and ecological design. Randall

has worked on a diverse range of projects for public and private clients that include master planning and conceptual visioning as well as extensive variety of constructed projects. His work has included urban plazas, streetscapes, and civic spaces; park and recreation projects; schools and educational campuses; multi-use developments, commercial retail spaces, and residential design. In addition, Randall is a LEED Accredited Professional.



Rayna Gleason | Botanist/Arborist

Rayna Gleason has 15 years of experience and has been an ISA certified arborist and Tree Risk Assessment Qualified (TRAQ) for over 5 years. Rayna has a strong understanding of tree physiology, plant selection in urban settings and natural habitats, and habitat restoration, which has allowed her to take the lead on a wide variety of field assessments. She has worked on numerous tree inventories and tree risk assessments within Washington, along with understory ecological

assessments and rare plant surveys in the Pacific Northwest. Rayna has also worked on the community development side of urban forestry, helping to develop stewardship plans, manage habitat restoration contracts, coordinate volunteer programs and develop restoration plans and designs.



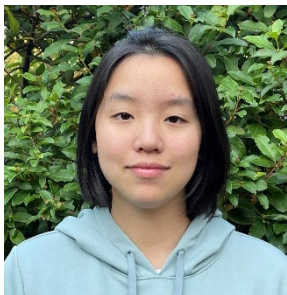
Nick Bartish, WPIT | Ecologist

Nick is an environmental scientist and wetland professional in training with 4 years of consulting experience focused on wetland and critical areas delineations, mitigation, habitat assessments, water quality, and stormwater management. He is an experienced field lead, guiding field staff on projects that include habitat and vegetation assessment. He acts as both a project manager and assistant project manager on multiple projects and is responsible for coordinating with various clients including the City of Redmond, the City of Shoreline, and Seattle Public Utilities. He has authored delineation reports, critical areas reports, mitigation reports, tech memos, and has conducted peer reviews. Nick is Herrera's equipment manager, and is proficient with YSI meters, Arrow & BadElf GPS units, pressure transducers, flow meters, and dataloggers.



Matt Fontaine, PE | Green Infrastructure Engineer

Matt Fontaine has 15 years of professional experience in stormwater planning, stormwater design, and stream restoration, throughout the northwest region. His experiences combine work in planning and natural hazards preparedness with practical experience in water resource engineering. He has performed alternatives analysis and developed engineering designs and cost estimates for green stormwater infrastructure (GSI) and traditional storm and surface water projects. He has also audited stormwater programs, written stormwater plans, evaluated compliance with new environmental regulations, managed construction projects, and conducted vulnerability assessments. Matt spent 2 years researching natural hazards preparedness approaches and climate phenomena in the western US. His most detailed research work relates specifically to Washington State, and includes evaluation of drought impacts, assessment of risks and vulnerability, identification of available adaptation measures, and work with stakeholders. Matt has also evaluated drought programs in each of the Western Governors' Association States, including a review of drought plan components and an examination of drought program implementation.



Shawree Zhang | Environmental Scientist

Shawree has experience with forest and vegetation surveys; drafting technical reports; and mitigation site, stream, and water quality monitoring. She has contributed to many restoration and stormwater projects. Her field experience includes water quality, habitat and vegetation assessment. Shawree has supported fieldwork around the Seattle area including recent monitoring efforts in and for the City of Redmond.



Alyssa Rodriguez | Community Engagement Lead

Alyssa leads outreach and engagement for a diversity of projects at Cascadia, where she focuses on community outreach and engagement, communications planning, facilitation, creative services, and project management. She has managed and led outreach, engagement, and communications for multiple capital transportation projects, serves as the manager for King County's Communities of Opportunities, and has led the engagement for multiple Climate Action Plans including the City of

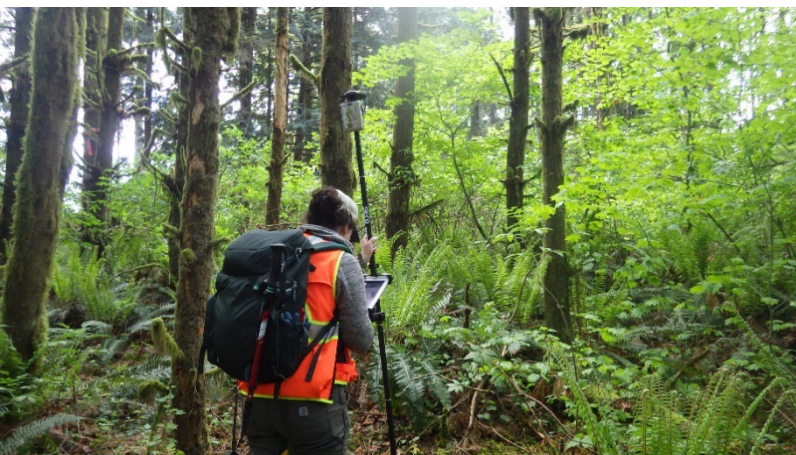
Edmonds (WA), the City of Gig Harbor (WA), and Foster City (CA). Before coming to Cascadia, Alyssa worked for sustainable consulting and community-based organizations, where she gained experience with recycling outreach, sustainability planning and reporting, and local food systems. Alyssa is a former Edmonds resident and has led multiple citywide outreach projects there related to climate change and development.



Mike Chang | Community Engagement Advisor

Mike is a national leader in equitable climate action who brings related expertise in engagement and facilitation, strategic planning, and climate vulnerability and adaptation. His recent work includes leading an innovative climate vulnerability assessment for the City of Seattle, developing protocols for local governments to integrate climate change adaptation and mitigation policies in local comprehensive plans, and conducting a climate equity and justice assessment on climate

preparedness resources for the National Academies' Airport Cooperative Research Program. Mike coauthored the 4th National Climate Assessment, contributed to an upcoming U.S. Forest Service report on wildfire risks in the wildland-urban interface, and served on the Community Engagement Committee of Washington's Environmental Justice Task Force. He is currently the lead author of the 5th National Climate Assessment and is the co-chair of the National Adaptation Forum's Equity & Justice Working Group. Mike holds a Master of Marine Affairs from the University of Washington and a B.S. in Ecology & Evolutionary Biology from Yale University.



Pricing Methodology

Table 1. Hourly Rates for All Team Members (Including Overhead and Profit)

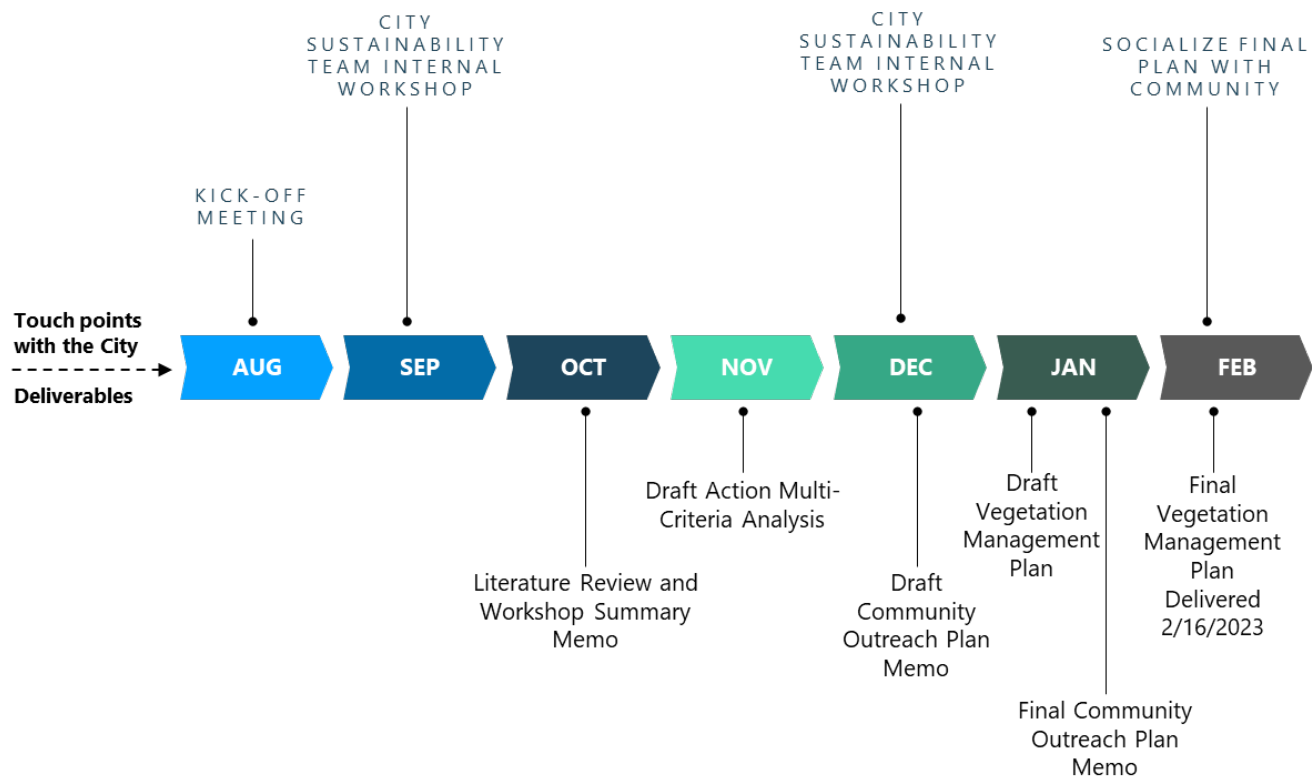
Staff/Title	Hourly Rate	For
Rachel Johnson <i>Project Manager</i>	\$154.82	Project management/Climate Change lead
Christina Merten <i>Project Principal</i>	\$269.20	Quality Assurance/Quality Control
Randall Taylor <i>Lead Landscape Architect/Arborist</i>	\$154.89	Vegetation selection and management lead
Jenn Schmidt <i>Lead GIS Analyst</i>	\$245.19	GIS analysis lead
Nick Bartish <i>Ecologist</i>	\$122.29	Data processing and vegetation selection support
Matt Fontaine <i>Green Infrastructure Engineer</i>	\$259.16	Stormwater engineering advisor
Ian David Crickmore <i>GIS Analyst/Arborist</i>	\$180.06	GIS analysis
Rayna Gleason <i>Botanist/Arborist</i>	\$140.81	Literature review and vegetation selection support
Shawree Zhang <i>Environmental Scientist</i>	\$103.21	Literature review, data processing and management support
Mike Chang <i>Community Engagement Advisor</i>	\$230.00	Community engagement advisor
Alyssa Rodriguez <i>Community Engagement Lead</i>	\$155.00	Community engagement
Tracy Rudnick <i>Project Accountant</i>	\$166.98	Account Management/Invoicing
Pam Jackowich <i>Publications Specialist</i>	\$139.65	Document preparation

Table 2. Cost Estimate for Final Report and Expenses

Item	Cost
Cost of Final Report	\$122,639
Additional Expenses	\$79.00

Project Schedule

Our proposed project schedule to complete the work within the City’s six month timeline is provided below. This schedule assumes that our team will receive notice to proceed in early August and our initial kick-off meeting will be scheduled mid-month.



References

The following references can attest to our team's performance on similar projects in the last two years.

For Herrera's Work in GIS Vegetation Mapping

Andy Sheffer, Seattle Parks and Recreation

Phone: 206.684.7041 Email: Andy.Sheffer@seattle.gov

For Herrera's Experience with City of Redmond

Andy Rheume, City of Redmond

Phone: 425.556.2741 Email: AJRHEAUME@redmond.gov

For Herrera's Experience with Green Stormwater Infrastructure

Shanti Colwell, Seattle Public Utilities, GSI Projects Lead

Phone: 206.386.1501 Email: shanti.colwell@seattle.gov

For Herrera/Cascadia's Work with the City of Kent

Julie Parascondola, City of Kent Parks, Recreation & Community Services, Director

Phone: 253.856.5007 Email: jparascondola@kentwa.gov

For Cascadia's Regional Climate Planning Work

Karen Affeld, North Olympic Resource Conservation & Development Council

Phone: 360.477.1593 Email: karen@noprcd.org

Subconsultant

Since its founding in 1993, **Cascadia Consulting Group Inc.** has worked with public, corporate, nonprofit, and tribal clients to advance projects that benefit their communities and the environment. Cascadia's expertise includes strategic planning, analysis, and management of projects focused on climate change mitigation and adaptation, energy efficiency and renewable energy, recycling and materials management, and resource conservation. Through effective engagement, research and analysis, decision-support tools, program evaluation, and reporting, we empower our clients—and the communities they represent—to direct their own progress toward sustainability goals. Cascadia is a small, **women-owned C-corporation** with 85 staff members across its headquarters in Seattle, satellite office in Oakland (CA), and remote locations nationwide.



Cascadia has led in-depth greenhouse gas analyses and climate, energy, and sustainability planning efforts for many small and medium-sized cities in the Pacific Northwest and beyond—including **developing Redmond's own Environmental Sustainability Action Plan** together with Herrera and other partners, leading waste-reduction efforts throughout the Eastside, and delivering climate and sustainability action plans for virtually all of Redmond's peer cities. With nearly 30 years leading sustainability projects in Puget Sound and involvement in high-profile regional efforts—for example, Cascadia staff have co-authored the Northwest chapter of the National Climate Assessment and led efforts including the Puget Sound Regional Emissions Analysis project and Washington's Citizens Climate Assembly—we **deeply understand the unique strengths, vulnerabilities, and opportunities at play** when creating and implementing sustainability programs here. At the same time, we bring in national and international best practices and expertise, with climate planning work that spans coast to coast—including projects in California, Oregon, Arizona, Colorado, Montana, and Missouri—and internationally, including a high-profile climate resilience project with USAID in Vietnam and ongoing sustainability work with a global philanthropic organization.

CASCADIA'S FEATURED PROJECTS

Environmental Sustainability Action Plan | *City of Redmond, WA*
Environmental Stewardship Plan | *City of Bellevue, WA*
Climate Vulnerability Assessment and Adaptation Plan | *City of Tacoma, WA*
Climate Resilience Plan | *Washington Department of Natural Resources*
Climate Vulnerability Assessment | *City of Seattle, WA*
Climate Action Plan | *City of Mercer Island, WA*
Climate Action Plan; Climate Vulnerability Assessment | *City of Issaquah, WA*
Parks, Trails, and Natural Areas Community Assessment and Needs Analysis | *San Juan County, WA*
Recreation, Open Space, and Stewardship Plan | *San Juan County, WA*
Parks, Recreation, and Open Space Plan Engagement | *City of Burien, WA*
Wildland Fire Protection Strategic Plan | *Washington Department of Natural Resources*
Climate Impacts and Resiliency Study; Climate Action Plan; Sustainability Program Communications | *City of Shoreline, WA*
Climate Resilience Assessment | *Kitsap County, WA*

Business Name

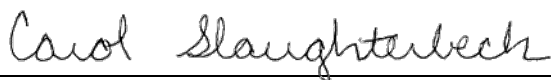
This proposal is made in the name of Herrera Environmental Consultants, Inc. The firm was incorporated in Seattle in 1986.

Official Address

Herrera Environmental Consultants, Inc.
2200 Sixth Avenue, Suite 1100
Seattle, WA 98121

Signatory

Duly authorized to legally bind the firm.



Carol Slaughterbeck, PE
Executive Vice President/Chief Financial Officer

June 13, 2023

Date

Business License

Herrera's current City of Redmond business license is valid until June 30, 2024.

Valid Time Period

This proposal is valid for 60-90 calendar days.

Attachment A:

Resumes of Key Team Members

alphabetical order by last name

"Herrera staff are innovative, consistent, and extremely knowledgeable. I appreciate the depth and energy they bring to projects."

-Alexis Blue, PE
Western Washington University



Nick Bartish

Ecologist

Experience coordinating data collection and management in and for the City of Redmond.



Nick is an environmental scientist and wetland professional in training with 4 years of consulting experience focused on wetland and critical areas delineations, mitigation, habitat assessments, water quality, and stormwater management. He is an experienced field lead, guiding field staff on projects that include habitat and vegetation assessment. Nick has been trained by the Washington Department Ecology on both ordinary high-water mark (OHWM) delineations as well as how to conduct wetland ratings using the 2014 Western Washington rating manual. He acts as both a project manager and assistant project manager on multiple projects and is responsible for coordinating with various clients including the City of Redmond, the City of Shoreline, and Seattle Public Utilities. He has authored delineation reports, critical areas reports, mitigation reports, tech memos, and has conducted peer reviews. Nick is Herrera's equipment manager, and is proficient with YSI meters, Arrow & BadElf GPS units, pressure transducers, flow meters, and dataloggers.

CREDENTIALS

BS in Environmental Science from Western Washington University, 2018
 Certification in Wetland Science and Management from University of Washington, 2022
 Society of Wetland Scientists, Wetland Professional in Training, 2022

EXPERIENCE

Assistant Project Manager/Lead Ecologist | **City of Redmond NE 40th Trunkline Extension**
 Field Lead/Support | **City of Redmond Mitigation Monitoring (Various Sites)**
 Field Lead | **City of Redmond Paired Watershed Project**
 Wetland Ecologist | **King County Lake Hills Trunk/NW Lake Sammamish Sewer in Redmond, WA**
 Senior Ecologist | **City of Issaquah Blackberry Park and Hillside Park Play Area Assessment**
 Wetland Ecologist | **City of Sultan Hammer Park Design**
 Wetland Ecologist | **WSDOT SR 167 Completion**
 Field Lead/Support | **City of Bellevue Mitigation Monitoring**
 Field Support | **North Kenmore Portal Wetland Delineation**



Mike Chang

Community Engagement Advisor

National leader in equitable climate action and author of the 4th and 5th National Climate Assessments and contributor to the upcoming US Forest Services report on wildfire risks in urban areas.



Mike is a national leader in equitable climate action who brings related expertise in engagement and facilitation, strategic planning, and climate vulnerability and adaptation. His recent work includes leading an innovative climate vulnerability assessment for the City of Seattle, developing protocols for local governments to integrate climate change adaptation and mitigation policies in local comprehensive plans, and conducting a climate equity and justice assessment on climate preparedness resources for the National Academies' Airport Cooperative Research Program. Mike coauthored the 4th National Climate Assessment, contributed to an upcoming U.S. Forest Service report on wildfire risks in the wildland-urban interface, and served on the Community Engagement Committee of Washington's Environmental Justice Task Force. He is currently the lead author of the 5th National Climate Assessment and is the co-chair of the National Adaptation Forum's Equity & Justice Working Group.

CREDENTIALS

MMA from the School of Marine & Environmental Affairs, University of Washington
BS in Ecology & Evolutionary Biology, Yale University

EXPERIENCE

Project Manager | [City of Seattle Climate Vulnerability Assessment](#)
Adaptation Lead | [City of Tacoma Climate Vulnerability and Adaptation Plan](#)
Project Manager | [City of Edmonds Climate Action Plan Engagement](#)
Project Manager | [Tulalip Tribe Climate Health Indicators Study](#)
Facilitator/Equity Lead | [State of Washington Citizens' Climate Assembly](#)
Project Manager | [North Olympic Resource Conservation & Development Council Climate Preparedness Strategy](#)
Equity and Engagement Lead | [Georgia Tech University Climate Action Plan](#)
Equity and Engagement Lead | [University of Arizona Climate Action Plan](#)
Equity and Environmental Justice Lead | [Airport Cooperative Research Program, National Academies of Sciences Climate Change Toolkit](#)
Task Lead | [Sound Transit West Seattle to Ballard Link Extensions Climate Vulnerability Assessment](#)



Ian David Crickmore

GIS/Arborist

Unique combination of geographic information system and arborist expertise.



Ian David is a geographic information analyst with 15 years of combined experience in geospatial analysis environmental permitting, and environmental science. Ian David's experience also includes project management, client support, and working as a liaison with regulatory agencies. Ian David uses his skills in geography and geographic information sciences (GISc) to inform GIS project design and development, and leverages the tools of GIS, remote sensing, and cartography to reveal trends in environmental data and communicate them to targeted audiences. Ian David is also an ISA certified arborist. Ian David is passionate about communicating information cartographically through data visualization and about expanding the application of GISc to projects that center environmental and ecological integrity and maximize public benefit.

CREDENTIALS

MS in Geography, University of Oregon, 2011
BA in Environmental Studies, University of California Santa Cruz, 2006
ISA Certified Arborist, #WE-8333A

EXPERIENCE

GIS Analyst | [WA State Parks Climate Adaptation Implementation Plan](#)
GIS Analyst | [WSDOT SR 167 Completion](#)
GIS Analyst | [Green Stormwater Initiative for Seattle Public Utilities](#)
Arborist | [City of Issaquah Hillside Park Play Area Tree Survey and Risk Assessment](#)
Arborist | [Sound Transit Downtown Redmond Link Extension](#)
Arborist | [Pacific Gas & Electric Vegetation Management](#)



Matt Fontaine, PE

Green Infrastructure Engineer

Specialized experience combining green stormwater infrastructure with natural hazards preparedness related to drought impacts, risk assessment and vulnerability.



Matt Fontaine has 15 years of professional experience in stormwater planning, stormwater design, and stream restoration, throughout the northwest region. His experiences combines work in planning and natural hazards preparedness with practical experience in water resource engineering. He has performed alternatives analysis and developed engineering designs and cost estimates for green stormwater infrastructure (GSI) and traditional storm and surface water projects. He has also audited stormwater programs, written stormwater plans, evaluated compliance with new environmental regulations, managed construction projects, and conducted vulnerability assessments. Matt spent 2 years researching natural hazards preparedness approaches and climate phenomena in the western US. His most detailed research work relates specifically to Washington State, and includes evaluation of drought impacts, assessment of risks and vulnerability, identification of available adaptation measures, and work with stakeholders. Matt has also evaluated drought programs in each of the Western Governors' Association States, including a review of drought plan components and an examination of drought program implementation.

CREDENTIALS

MS in Civil Engineering with an emphasis in Water Resources, University of Washington, 2007
BS in Civil/Environmental Engineering, Clarkson University, 2002
Registered Professional Engineer in Washington # 46158, 2009

EXPERIENCE

Project Manager | [City of Tacoma Climate Change Resilience Study](#)
Project Manager | [City of Shoreline Climate Change Impact and Resiliency Study](#)
Project Manager | [Sound Transit Climate Adaptation Strategy Implementation and Refinement](#)
Project Engineer | [WA Department of Ecology State Drought Plan Review and Recommendations](#)
Project Engineer | [WA State Department of Community, Trade, and Economic Development Assessment of Drought Impacts and Vulnerability](#)
Project Manager | [City of Bainbridge Watershed Assessment, Funding, and Design](#)
Capital Improvement Project Lead | [Federal Way Surface Water Management Comprehensive Plan and Watershed Prioritization in Support of Stormwater Management Action Planning](#)
Project Manager | [City of Port Orchard Stormwater and Watersheds Comprehensive Plan](#)
Green Infrastructure Engineer | [Thurston County Countywide Watershed Prioritization](#)



Rayna Gleason

Botanist/Arborist

Complementary botany and arborist experience.

Rayna Gleason has 15 years of experience and is an ISA certified arborist and Tree Risk Assessment Qualified (TRAQ). Rayna has a strong understanding of tree physiology, plant selection in urban settings and natural habitats, and habitat restoration, which has allowed her to take the lead on a wide variety of field assessments. She has worked on numerous tree inventories and tree risk assessments within Washington, along with understory ecological assessments and rare plant surveys in the Pacific Northwest. Rayna has also worked on the community develop side of urban forestry, helping to develop stewardship plans, manage habitat restoration contracts, coordinate volunteer programs and develop restoration plans and designs.



CREDENTIALS

BLA in Landscape Architecture (Horticulture emphasis), University of Rhode Island, 2007

ISA Certified Arborist, International Society of Arboriculture, NY-5710A, 2011

ISA Tree Risk Assessment Qualified (TRAQ), 2019

EXPERIENCE

Botanist/Arborist | [Washington Department of Social & Health Services Fircrest School Campus Master Plan](#)

Botanist/Arborist | [Portland Parks and Recreation Drainage, Surfacing and Accessibility Improvements](#)

Botanist/Arborist/Graphics | [Stillaguamish Village Housing Development Forest Management, Preservation and Enhancement](#)

Arborist | [City of Vancouver Raymond E. Shaffer Community Park Master Plan](#)

Arborist | [King County Cedar River Herzman Levee Setback Design](#)

Botanist | [City of Kent Morrill Meadows - East Hill Park Renovation](#)

Arborist | [King County Discovery Park Reservoir Outfall Critical Areas Investigation](#)

Arborist | [City of Shoreline Climate Change Impact and Resiliency Study](#)



Rachel Johnson

Project Manager

Expertise in climate adaptation including impact assessments, communication, and policy analysis.

Rachel Johnson has 6 years of experience in assessing and planning for climate impacts related to water resources. She has a strong background in project management, science communication, and technical writing, and expertise that spans climate change impact assessments, stormwater green infrastructure planning, and coastal resilience policy. An engineer by training, Rachel has conducted numerous literature reviews, spatial analyses, and field work in support of developing forward-looking recommendations for stormwater, restoration, and land use development policies for local municipalities in the face of climate change. Before joining Herrera, Rachel served as a coastal resilience policy analyst at NOAA, where she managed a portfolio of projects related to sea level rise, coastal flooding, and adaptation. In this role, she led multiple high-visibility communications projects around sea level rise science and climate adaptation planning, for audiences including the U.S. public and Congress.



CREDENTIALS

MS in Biological Systems Engineering, University of Wisconsin-Madison, 2021
 MS in Water Resources Management, University of Wisconsin-Madison, 2020
 BA in Geology, Carleton College, 2014
 Engineer in Training License #1513530, 2019

EXPERIENCE

Project Manager | [United States Citizens - Application Guide for Sea Level Rise Practitioners](#)

Co-Project Manager | [City of Kent Parks Climate Resiliency and Sustainability Plan](#)

Co-Project Manager | [Capital Area Regional Planning Commission, Dane County, City of Fitchburg, and Town of Dunn - Waubesa Wetlands Climate and Land Use Impacts Study](#)

Assistant Project Manager | [Washington State Parks Sea Level Rise Vulnerability Assessment](#)

Assistant Project Manager | [City of Tumwater Stormwater Management Action Plan](#)

Construction Inspector | [King County Green Stormwater Infrastructure Retrofit Construction Inspection](#)



Christina Merten, PE, PWS

Principal

History of overseeing Herrera's vegetation work for the City of Redmond.



Christina Merten has over 20 years of technical experience in the natural resource monitoring, remediation and restoration field with demonstrated ability to perform as a key team member and independently lead projects. Christina was also a resident of Redmond for over 10 years. She oversees a variety of environmental studies for private and public development projects. She has managed and participated in multi-year monitoring of mitigation sites and creation of adaptive management plans for restoration and mitigation sites to ensure regulatory compliance and efficient long-term management. Christina has worked in state government (Washington State Department of Ecology) as a senior project manager on large wetland mitigation banking projects issuing CWA Section 401 Water Quality Certifications, overseeing adaptive management plans, and serving a key role on the Interagency Review Team.

CREDENTIALS

BS in Civil Engineering with Environmental Specialty, Texas A&M University, 1997
 Licensed Professional Engineer #39019 in Washington, 2002
 Society of Wetland Scientists Certified Professional Wetland Scientist (PWS) #2785, 2017
 Stream Restoration Certificate, University of Washington, 2011
 Wetland Science and Management Certificate, University of Washington, 2004

EXPERIENCE

Contract Manager | **City of Redmond On-Call Mitigation Monitoring Services**
 Project Principal | **Sound Transit East Link Wetland and Stream Mitigation Monitoring in Redmond, WA**
 Contract Manager | **City of Bellevue On-Call Specialty Services**
 Contract Manager | **City of Issaquah Wetland and Stream Support On-call**
 Senior Ecologist | **City of Redmond Senior Center Design**
 Principal Ecologist | **WSDOT SR 167 Completion**
 Principal Ecologist | **City of Sultan On-Call Environmental Services**
 Principal Ecologist | **King County On-Call Environmental Services for Wastewater Treatment Division**



Alyssa Rodriguez

Community Engagement Lead

Experience leading engagement for multiple climate action plans for municipal clients.



Alyssa leads outreach and engagement for a diversity of projects at Cascadia, where she focuses on community outreach and engagement, communications planning, facilitation, creative services, and project management. She has managed and led outreach, engagement, and communications for multiple capital transportation projects, serves as the manager for King County's Communities of Opportunities, and has led the engagement for multiple Climate Action Plans including the City of Edmonds (WA), the City of Gig Harbor (WA), and Foster City (CA). Before coming to Cascadia, Alyssa worked for sustainable consulting and community-based organizations, where she gained experience with recycling outreach, sustainability planning and reporting, and local food systems. Alyssa is a former Edmonds resident and has led multiple citywide outreach projects there related to climate change and development.

CREDENTIALS

BA in Business and Sustainability, Western Washington University

EXPERIENCE

Engagement Lead | [City of Edmonds Climate Action Plan](#)

Project Manager | [King County: Communities of Opportunities Learning Community](#)

Project Manager and Engagement Lead | [City of Gig Harbor Climate Action Plan](#)

Project Manager | [City of Foster City Climate Action Plan Engagement](#)

Engagement and Strategy Lead | [Clallam County Climate Action Plan](#)

Engagement Support | [King County Hazardous Waste Management Program Plan Update](#)



Jenn Schmidt, GISP

GIS Lead

Specializes in developing GIS overlay models that combine scientific expertise and available spatial data to support municipal planning and funding prioritization.



Jenn is a GIS Specialist with 18 years of experience using GIS and related technologies to analyze rivers, coastlines, and floodplains and map and model geospatial trends in the Pacific Northwest. She is passionate about identifying rigorous and cost-effective data analysis methods to help support decision making. One of Jenn's primary areas of expertise is developing GIS overlay models that combine scientific expertise and available spatial data to identify and prioritize areas for multi-benefit habitat restoration projects over large geographic areas. In addition to analysis, Jenn is an expert at compiling and managing large volumes of spatial data and has used the publicly available datasets in Washington on hundreds of projects. Jenn is adept at synthesizing spatial datasets from multiple sources into attractive maps, tables, interactive tools, and other visual products that are tailor for easy understanding by a variety of audiences. She is experienced in public engagement and facilitation for projects and is adept in helping to bridge the gap between technical language and policy/science.

CREDENTIALS

MAS in Spatial Analysis for Public Health, Johns Hopkins, 2019
 BA in Geography – GIS Emphasis, University of Washington, 2004
 Penn State, Graduate Certificate in Applied Statistics, 2017
 Certified Geographic Information Systems Professional (GISP), GIS Certification Institute, 2010
 Visual Basic Programming Certificate, University of Washington, 2007
 SQL Server Specialist Certificate, University of Washington, 2009

EXPERIENCE

GIS Lead | **City of Kent Parks & Open Space Plan Update and Climate Vulnerability Assessment**

GIS Lead | **WA State Parks Shoreline Vulnerability Assessment and Climate Adaptation Implementation**

GIS Lead | **Seattle Parks and Recreation Olmsted200 Tree Prioritization Planning**

GIS Lead | **Seattle Public Utilities Longfellow Starts Here Water Quality Infrastructure Integrated Plan**

GIS Lead | **King County WLRD Cedar River Corridor Plan and Capital Investment Strategy**

GIS Lead | **City of Shoreline Impact and Resiliency Study**

GIS Lead | **City of Tacoma Climate Change Resilience Study**



Randall Taylor, PLA

Landscape Architect/Arborist

Combined landscape architecture and arborist expertise.

Randall has 15 years of experience. His passion lies at the intersection of design, sustainability, and nature. He is also an ISA Certified Arborist with experience conducting tree health assessments, supervising tree plantings, and providing tree trimming recommendations for a wide range of public and private clients. As a landscape architect, Randall strives to create public spaces that are aesthetically pleasing, purpose driven, and seamlessly meld with the surrounding native ecologies. His work and studies have focused on urban and ecological design. Randall has worked on a diverse range of projects for public and private clients that include master planning and conceptual visioning as well as extensive variety of constructed projects. His work has included urban plazas, streetscapes, and civic spaces; park and recreation projects; schools and educational campuses; multi-use developments, commercial retail spaces, and residential design. In addition, Randall is a LEED Accredited Professional.



CREDENTIALS

BS in Landscape Architecture, The Ohio State University, 2007
Professional Landscape Architect #20120242, Washington, 2020
ISA Certified Arborist, PN-8280A, 2016
LEED AP BD+C, GBCI#: 0010717209, 2013

EXPERIENCE

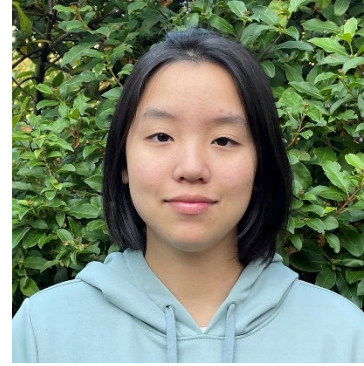
Lead Arborist | [City of Redmond Senior Center Tree Inventory](#)
Lead Arborist | [Providence Supportive Housing Landscape Design](#)
Landscape Architect | [Skagit County Pressentin Park Recreational Improvements](#)
Landscape Design Support | [City of Albany Waterfront Development](#)
Landscape Design Support | [WSDOT SR 167 Completion](#)
Landscape Design Support | [City of Seattle Broadview 12th Ave. Drainage Improvements](#)
Landscape Design Support | [City of Lynden Judson Street Downtown LID Project](#)



Shawree Zhang

Environmental Scientist

Experienced in vegetation assessment fieldwork and monitoring for multiple local clients including the City of Redmond.



Shawree has experience with forest and vegetation surveys; drafting technical reports; and mitigation site, stream, and water quality monitoring. She has contributed to many restoration and stormwater projects. Her field experience includes water quality, habitat and vegetation assessment. Shawree has supported fieldwork around the Seattle area including recent monitoring efforts in the Cities of Redmond and Bellevue.

CREDENTIALS

BS in Environmental Science and Resource Management, University of Washington, 2022

EXPERIENCE

Field Scientist | **City of Redmond Paired Watershed Project**

Field Scientist | **City of Bellevue Vegetation Monitoring**

Field Scientist | **City of Issaquah Hillside Park Wetland Delineation**

Field Scientist | **WSDOT SR 167 Completion**

Field Scientist | **King County Elliott Bridge Reach Off-Channel Habitat and Floodplain Reconnection**

Field Scientist | **Sound Transit East Link Wetland and Stream Mitigation**

Field Scientist | **City of Lynnwood Equitable Park Access Plan**

Field Scientist | **Sound Transit Gilliam Creek Mitigation Monitoring**

Certificate Of Completion

Envelope Id: 3997AF2BD89E494D9F21859D6D56F95C

Status: Completed

Subject: RFP 10788-23, Climate Resiliency and Sustainability in Veg. Mgmt., Closing Date: 6/14/2023, 2pm PST

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Pool: City of Redmond, WA

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Signer Events

Jill Patterson

jpatterson@herrerainc.com

Herrera Environmental Consultants, Inc.

Security Level: Email, Account Authentication
(None)**Signature**

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Memorandum

Date: 8/2/2023
Meeting of: City Council

File No. AM No. 23-115
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
Parks	Loreen Hamilton	425-556-2336

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Caroline Chapman	Parks Planning Manager
Planning and Community Development	Odra Cárdenas	Planner

TITLE:

Annexation of Parcel 272605-9145 for the Redmond Central Connector Phase III

- a. Ordinance No. 3128: An Ordinance of the City of Redmond, Washington, Annexing a 2.24-Acre Parcel in Unincorporated King County Pursuant to RCW 35A.14.300, Annexation for Municipal Purposes, Applying Zoning, Providing for Severability, and Establishing an Effective Date.

OVERVIEW STATEMENT:

Staff recommends that the Council annex parcel 272605-9145 as described in Attachment A. The City owns this parcel and would pursue annexation under the Annexation for Municipal Purposes (RCW 35A.14.300) process, which requires a majority vote from Council to annex. The parcel will be used for the Redmond Central Connector Phase III.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
City of Redmond Comprehensive Plan, Annexation and Regional Planning Element
- **Required:**
N/A

- **Council Request:**

N/A

- **Other Key Facts:**

This is the only parcel along the 3.9-mile Redmond Central Connector (RCC) trail corridor that is in unincorporated King County. The parcel is within the urban growth area and adjacent to Redmond city limits. Annexing the parcel will allow the Parks and Recreation Department to obtain RCC Phase III construction permits from the City. King County staff support the annexation of this parcel using the Annexation for Municipal Purposes method.

OUTCOMES:

Annexation of the parcel will simplify the permitting for and ongoing maintenance of the RCC Phase III. This PSE project has obtained permits from both King County and the City of Redmond to complete work. This annexation will result in the entirety of the RCC being within City limits and the City's permitting jurisdiction. Once completed, the RCC will connect to the 41-mile Eastrail and be a multimodal connection used by an estimated 250,000 annual users.

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:

Staff time to process the annexation is budgeted in the Community and Economic Development offer, which has a total value of \$4,616,401.

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

0000040

Budget Priority:

Vibrant and Connected

Other budget impacts or additional costs:

☐ Yes

☒ No

☐ N/A

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/28/2023	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
7/25/2023	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

RCC3 permitting and development will begin in Q3 2023; annexation must be completed before the City can issue permits for RCC construction. Timely issuance of construction permits is essential so that the City can obligate \$2.1 million in grant funds by June 1, 2024.

ANTICIPATED RESULT IF NOT APPROVED:

If Council chooses not to proceed with this annexation, the Parks and Recreation Department will need to apply for permits from King County for construction and any future activity requiring permits. Delay in obtaining construction permits could impact timely obligation of grant funds.

ATTACHMENTS:

Attachment A: Annexation Ordinance

NON-CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, ANNEXING A 2.24-ACRE PARCEL IN
UNINCORPORATED KING COUNTY PURSUANT TO RCW
35A.14.300, ANNEXATION FOR MUNICIPAL
PURPOSES, APPLYING ZONING, PROVIDING FOR
SEVERABILITY, AND ESTABLISHING AN EFFECTIVE
DATE.

WHEREAS, the King County parcel 272605-9145 was purchased by
the City of Redmond in 2010 and is legally described in Page 1 of
Exhibit 1 and depicted in Exhibit 2, incorporated herein by these
references as if set forth in full; and

WHEREAS, the City intends to use the land for a municipal
purpose, specifically the Redmond Central Connector (RCC); and

WHEREAS, the parcel is within the King County urban growth
area and adjacent to city limits; and

WHEREAS, it is the policy of the City of Redmond to support
the annexation of land in its potential annexation areas; and

WHEREAS, by annexing the area as described, the City of
Redmond will become the land use and permitting authority for the
property, simplifying the permit process for the RCC Phase III;
and

WHEREAS, RCW 35A.14.300 authorizes the City Council by a
majority vote to annex this land for any municipal purpose.

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

Section 1. Annexation. That certain 2.24 acres of
unincorporated King County that is located between the City of
Redmond and the City of Kirkland, legally described on page 1 of
Exhibit 1 and depicted in the map attached in Exhibit 2, is hereby
annexed and made part of the City of Redmond.

Section 2. Zoning. Zoning for this 2.24 parcel shall be
RA-5, pursuant to RZC 21.04.020.F.

Section 3. Duties of Planning Staff. Planning staff are
hereby directed to provide notices of this annexation as required
by chapter 35A.14 RCW and to otherwise expeditiously effectuate
the annexation.

Section 4. 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 become
effective on November 1st, 2023.

ADOPTED by the Redmond City Council this _____ day of
_____, 2023.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JAMES HANEY, CITY ATTORNEY

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

KING COUNTY PARCEL 2726059145

THAT PORTION OF NORTHERN PACIFIC SANTA FE RAILROAD, A STRIP OF LAND 100.0 FEET IN WIDTH, BEING 50.0 FEET ON EACH SIDE OF SAID MAIN TRACK CENTERLINE ESTABLISHED IN THAT CERTAIN DEED TO SEATTLE LAKE SHORE EASTERN RAILWAY COMPANY RECORDED UNDER RECORDING NO. 13812, RECORDS OF KING COUNTY, WASHINGTON, AS ORIGINALLY LOCATED AND CONSTRUCTED, UPON, OVER AND ACROSS THE NORTH HALF THE SOUTH HALF OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, BOUNDED ON THE NORTH BY THE WESTERLY EXTENSION OF THE SOUTH MARGIN OF NORTHEAST 124TH STREET, BOUNDED ON THE WEST BY THE EASTERLY MARGIN OF 140TH AVENUE NORTHEAST AND BOUNDED ON THE EAST BY THE WEST BOUNDARY LINE OF THAT CERTAIN TRACT OF LAND, DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27, LYING EASTERLY OF THE SNOQUALMIE BRANCH OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY, BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN REAL ESTATE CONTRACT RECORDED UNDER RECORDING NO. 1539715, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EASEMENT AREA

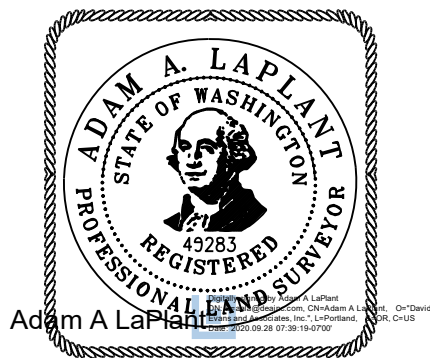
~~A STRIP OF LAND 50 FEET IN WIDTH BEING A PORTION OF SAID PARCEL 1 ALSO BEING A PORTION OF THE NORTH HALF OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON, SAID STRIP BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:~~

~~COMMENCING AT A PUNCH IN 2" BRASS DISK IN MONUMENT CASING, FOUND IN PLACE AT THE INTERSECTION OF NE 124TH ST AND WILLOWS ROAD NE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION, A PUNCH IN 3" BRASS DISK IN MONUMENT CASING, FOUND IN PLACE, BEARS NORTH 88°12'18" WEST, 2506.84 FEET DISTANT;
THENCE SOUTH 86°28'59" EAST A DISTANCE OF 10.18 FEET TO THE INTERSECTION OF THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION WITH THE WESTERLY MARGIN OF SAID REDMOND SPUR 100 FOOT STRIP AND TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH 81°41'36" EAST A DISTANCE OF 3025 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY MARGIN THROUGH A CENTRAL ANGLE OF 1°01'01" A DISTANCE OF 53.68 FEET TO THE **POINT OF BEGINNING**;
THENCE SOUTH 72°20'48" EAST A DISTANCE OF 62.76 FEET; THENCE SOUTH 4°46'59" WEST A DISTANCE OF 220.47 FEET; THENCE SOUTH 00°36'58" WEST A DISTANCE OF 193.56 FEET; THENCE SOUTH 05°17'19" EAST A DISTANCE OF 332.03 FEET; THENCE SOUTH 06°06'22" EAST A DISTANCE OF 464.62 FEET;~~

~~THENCE SOUTH 05°47'07" EAST A DISTANCE OF 17.13 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION AND THE TERMINUS OF SAID STRIP CENTERLINE, FROM WHICH SAID WEST QUARTER CORNER BEARS NORTH 62°24'28" WEST 2967.03 FEET DISTANT.~~

~~THE SIDELINES OF SAID STRIP TO TERMINATE AT THE WEST LINE OF SAID PARCEL 1, THE WESTERLY EXTENSION OF THE SOUTH MARGIN OF NE 124TH STREET, AND THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION.~~

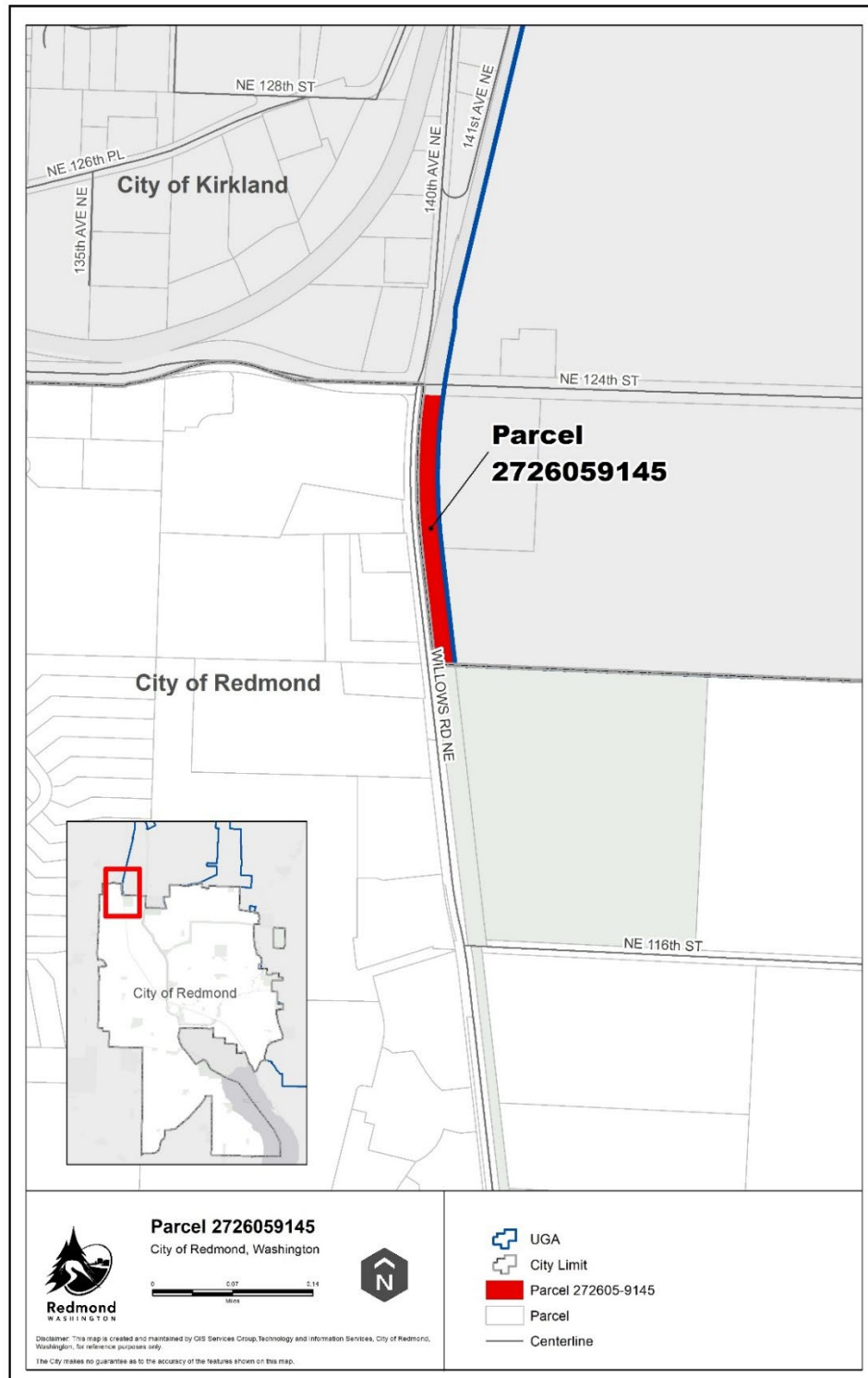
~~CONTAINING 63,660 SQUARE FEET, MORE OR LESS.~~



**DAVID EVANS
AND ASSOCIATES INC.**
14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007
425.519.6500

EXHIBIT 2

Map of parcel to be annexed





Memorandum

Date: 8/2/2023
Meeting of: City Council

File No. AM No. 23-116
Type: Staff Report

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
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TITLE:

Tenant Protection Ordinance No. 3091 Feedback Summary

OVERVIEW STATEMENT:

This is a staff report to provide information requested by City Council. On July 19, 2022, Redmond City Council adopted Ordinance No. 3091, establishing new tenant protections. This action created a new chapter 9.54 of the Redmond Municipal Code to adopt Tenant Protections, which became effective on July 30, 2022. The ordinance increased notification for rent increases, capped late fees, capped move-in fees and deposits, authorized tenant payment plans, and provided for severability, including establishing an effective date. As part of discussion leading up to ordinance adoption, City Council requested Planning and Community Development staff to report back the following year regarding feedback they received on the effects of the ordinance adoption.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Housing Action Plan
- **Required:**
Chapter 9.54 of the Redmond Municipal Code
- **Council Request:**
July 19, 2022
- **Other Key Facts:**
City Council requested staff to report back to about implementation feedback from stakeholders.

OUTCOMES:

- **Overall Impact:**
 - The ordinance has been largely successful with most landlords and property management companies complying with new rules when informed.
 - Renters are still concerned with the pace and magnitude of rent increases and some renters have made requests for more regulations that increase flexibility and stability.
- **Impact on new development:**
 - Since July of 2022, staff have not been made aware of any development application that was withdrawn or not submitted because of Ordinance No. 3091 requirements. Like many other cities, staff do report a slowdown in pre-applications for development. This is most likely an indication of a changing economic environment due to inflation, cost of materials, and high-interest rates.
- **Private Right-of-Action:**
 - Staff have not been apprised of any cases. One renter reported difficulties finding an attorney willing to pursue a private right of action.
 - Eastside Legal Assistance Program (ELAP) reported high compliance from landlords after sending an initial letter on behalf of tenant clients.
 - ELAP has received requests for assistance from 10 tenants in the past year that do not meet the low-income requirement, so they could not provide assistance.
- **Lack of consistency and information between jurisdictions:**
 - Numerous cities and unincorporated King County implemented tenant protections last year with a range of differing requirements. Refer to Attachment A.
 - As part of Redmond's legislative agenda, the City has included a request for a statewide approach to tenant protections to address the current confusion and lack of consistency between jurisdictions. No bills were passed regarding tenant protections in the last legislative session.
 - The City of Redmond will lobby for tenant protections at a statewide level next session.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
July 2022 to July 2023
- **Outreach Methods and Results:**
After the City Council passed Ordinance No. 3091; City staff received numerous inquiries for information from property managers, tenants, and interested parties. Due to the volume of requests, City staff created a Frequently Asked Questions landing page on the city website, utilized the city's e-newsletter and social media channels, and co-promoted Eastside Legal Assistance Program's tenant workshops at the Redmond Library. After six months since the ordinance had gone into effect, Redmond staff proactively engaged relevant stakeholders to solicit feedback regarding the effects of the ordinances.

Stakeholders engagement:

- Responded to numerous constituents (mostly tenants) that reached out to staff seeking support.
- 10+ meetings with impacted tenants and tenant assistance organizations including Eastside Legal

Assistance Program (ELAP), Transit Riders Union, and others.

- 10+ meetings with landlords, property management organizations, and other stakeholders including OneRedmond Government Affairs committee and Washington Multifamily Housing Association.
- In the past two weeks, Mayor and City Council have received over 50+ form emails from constituents requesting adoption of new regulations. Some suggestions included:
 - Allowing tenants to break lease agreements early if there is notice of substantial rent increases;
 - Adding a just cause clause that goes beyond the statewide requirements;
 - Creating guidelines for when a landlord can request a tenant re-sign a lease after providing rental increase notices;
 - Adopting a rental property registration program;
 - Creating a housing ombudsman; and
 - Increasing staff support and legal assistance for tenants.

- **Feedback Summary:**

Most feedback from stakeholders centered on the increased timeline requirements, and some felt it was still too early to tell what kind of impact the ordinance would have on the market. While most tenants appreciated the changes and reported landlord compliance after notification of the rules, some reported a lack of compliance and difficulty with pursuing a private right of action. Many tenants shared they did not think the City had gone far enough with protections and made a number of other suggested regulations as mentioned above. A couple tenants resported their landlords requiring a response (acceptance or non-acceptance) to the rent increase notice before the 120 or 180 days period past, thus defeating the opportunity for the tenant to use the notice period to decide how to adjust to the increase. One property management company reported concern about an increase in late payments since the ordinance went into effect and another expressed concern about the inability to require a Social Security number for background checks. One small landlord cited concerns about tenants' ability to pursue legal action after the tenants had vacated the unit as a way to avoid paying damage costs to the unit and suggested a cure. All cited the need for more information and dispute resolution resources.

BUDGET IMPACT:

Total Cost:

There is currently no fiscal impact associated with the Tenant Protection Ordinance. Staff implementing the tenant protections adopted with Ordinance No. 3091 are funded through the adopted budget.

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

0000037 Housing and Human Services

Budget Priority:

Vibrant and Connected

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):
General Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/19/2022	Business Meeting	Approve

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:
N/A

ATTACHMENTS:

Attachment A: Tenant Protection Eastside Matrix

	Redmond	Kirkland	Kenmore	Issaquah	Unincorporated King County	WA State – minimum standard
Notice of Rent Increases	120 days if >3% 180 days if >10%	120 days if >3% 180 days if >10%	120 days if >3% 180 days if >10%	120 days if >3%	120 days if >3%	60 days
Cap on move in fees	Capped at 1-month rent, right to pay in installments over 6 months (or 2 mo. for leases shorter than 6 mo.)	Capped at 1-month rent, right to pay in installments over 6 months (or 2 mo. for leases shorter than 6 mo.)	Capped at 1-month rent, right to pay in installments over 6 months (or 2 mo. for leases shorter than 6 mo.)	-	Capped at 1-month rent, right to pay in installments over 6 months (or 2 mo. for leases shorter than 6 mo.)	Payment installments allowed under some circumstances, see RCW 59.18.610
Cap on late fees	Capped at 1.5% of monthly rent	-	Capped at 1.5% of monthly rent	-	Capped at 1.5% of monthly rent	Late fees cannot be charged until 5 days after rent is due
SSN Required for rental application	No	-	No	-	No	-

Resources:

- Redmond: [Living in Redmond | Redmond, WA](#)
- Kirkland: [Ordinance O-4810 \(kirklandwa.gov\)](#)
- Kenmore: [Chapter 8.55 TENANT PROTECTIONS \(codepublishing.com\)](#)
- Issaquah: [chrome-extension://efaidnbmnnnibpcajpcgiclfindmkaj/https://issaquah.civicweb.net/document/163375/](#)
- Unincorporated KC: [report \(kingcounty.gov\)](#)
- WA STATE—Minimum Standard: [Chapter 59.18 RCW: RESIDENTIAL LANDLORD-TENANT ACT \(wa.gov\)](#)
 - [RCW 59.18.610: Installments—Deposits, nonrefundable fees, and last month's rent—Statutory penalty. \(wa.gov\)](#)



Memorandum

Date: 8/2/2023
Meeting of: City Council

File No. AM No. 23-117
Type: New Business

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Brooke Buckingham	Human Services Manager
Planning and Community Development	Alaric Bien	Senior Human Services Planner

TITLE:

Approval of an Amendment to Interlocal Agreements governing HOME Investment Partnership and Community Development Block Grant (CDBG) Funding

OVERVIEW STATEMENT:

HUD is requiring that King County amend the Interlocal Cooperation Agreements (ICAs) with partner cities to include language related to fair housing and civil rights obligations. The language in the ICAs must reflect what King County is doing in practice. King County certifies annually that they are meeting the required obligations related to fair housing and civil rights. The amendment is a technical amendment only; no changes have been made to the substance of the ICA.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
The City's procurement policy requires Council approval of interlocal agreements with other government entities.
- **Required:**
HUD is requiring this amended language to comply with federal fair housing law.
- **Council Request:**
N/A

- **Other Key Facts:**

King County certifies annually that we are meeting the required obligations related to fair housing and civil rights. The amendment is a technical amendment only; no changes have been made to the substance of the ICA.

OUTCOMES:

Redmond's participation in this Interlocal Agreement ensures continued funding for human services programs and eligible capital projects. These investments currently support emergency shelter and affordable housing.

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:

\$237,585

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

0000037

Budget Priority:

0037

Other budget impacts or additional costs:

☐ Yes

☒ No

☐ N/A

If yes, explain:

N/A

Funding source(s):

Community Development Block Grant (CDBG)

Budget/Funding Constraints:

Continued funding is contingent upon approval of these amendments.

☐ **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:

Participating cities are required to sign the agreement no later than August 11, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

Loss of grant funding.

ATTACHMENTS:

Attachment A: First Amendment to HOME Investment Partnership ICA

Attachment B: First Amendment Community Development Block Grant ICA

AMENDMENT NO. 1 TO HOME INVESTMENT PARTNERSHIPS PROGRAM INTERLOCAL COOPERATION AGREEMENT

This First Amendment to the Home Investment Partnerships Program Interlocal Cooperation Agreement between the City of [REDACTED] and King County (“Amendment No. 1” or the “First Amendment”) is made by and between the City of [REDACTED] (“the City”), and King County (“the County”), both of which entities being a unit of general local government in the State of Washington and which may be referred to hereinafter individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. On [October 19, 2014], pursuant to Ch. 39.34 RCW, the Parties entered that certain Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program (the “Agreement”).
- B. As acknowledged by the Agreement, the area encompassed by unincorporated King County and all participating cities has been designated by the United States Department of Housing and Urban Development (“HUD”) as an urban county for the purpose of receiving Community Development Block Grant (“CDGB”) funds, as administered under the Housing and Community Development Act of 1974 (the “Act”).
- C. Signatory jurisdictions to the Agreement are CDBG Consortium Partners for purposes of the Agreement and the Act.
- D. Under the Agreement and pursuant to the Act, King County is responsible to the federal government for all activities undertaken with CDBG funds and for ensuring that all CDBG assurances and certifications King County is required to submit to HUD under the Annual Action Plan are met.
- E. Urban counties are periodically required to requalify for their entitlement status under CDGB and related federal programs.
- F. Under Notice CPD-23-02, issued by HUD April 10, 2023, and setting forth instructions for continuing qualification for participating urban counties in the CDBG program for Fiscal Years 2024-2026, all existing urban counties are required to have incorporated in their cooperation agreements certain required language regarding fair housing and civil rights obligations.
- G. The Agreement does not contain all the required language regarding fair housing and civil rights obligations.

- H. Under Notice CPD-23-02, urban counties have the option of drafting a separate amendment to their existing cooperation agreements with signatory jurisdictions that include the required language rather than drafting a new cooperation agreement that contains the provisions.
- I. The purpose of this First Amendment is to expressly state the required language regarding fair housing and civil rights obligations and to memorialize the attendant obligations as though set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

- 1. The foregoing recitals are true and correct in all respects and are incorporated hereby as if fully set forth herein.
- 2. Section 10 of the Agreement is hereby amended and restated in its entirety as follows:

“The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, funded from annual CDBG, ESG and HOME Program funds, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes. The County and City shall (i) take all actions necessary to assure compliance with the County’s certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, (ii) assure that all CDBG grants will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and (iii) affirmatively furthering fair housing as defined and in accordance with 24 CFR 5.151 and 5.152 and the implementing regulations at 24 CFR part 8, 24 CFR part 35 and 24 CFR part 146.”

- 3. Except as specifically provided for in this First Amendment, all other provisions of the Agreement shall remain unchanged and in full force and effect.
- 4. Any capitalized terms not defined in this First Amendment shall have the meanings given them in the Agreement.
- 5. This First Amendment shall be effective as of the date it has been executed by both Parties.

6. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the Agreement as of the date set forth below their signatures.

City of

King County

Name:

For King County Executive

Date:

Title:

By: Simon P. Foster
Title: Division Director
Housing, Homelessness and Community
Development
Department of Community and Human
Services

Attest: _____

Name:

Title:

Approved as to Form:

Approved as to Form:

[name], City Attorney

Ryan W. Ridings, King County Senior Deputy
Prosecuting Attorney

**FIRST AMENDMENT TO THE JOINT INTERLOCAL AGREEMENT
REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
BETWEEN THE CITY OF [REDACTED] AND KING COUNTY**

This First Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of [REDACTED] and King County (the “First Amendment”) is made by and between the City of [REDACTED] (“the City”), and King County (“the County”), both of which entities being a unit of general local government in the State of Washington and which may be referred to hereinafter individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. On [October 19, 2014], pursuant to Ch. 39.34 RCW, the Parties entered that certain Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program (the “Agreement”).
- B. As acknowledged by the Agreement, the area encompassed by unincorporated King County and all participating cities has been designated by the United States Department of Housing and Urban Development (“HUD”) as an urban county for the purpose of receiving Community Development Block Grant (“CDGB”) funds, as administered under the Housing and Community Development Act of 1974 (the “Act”).
- C. Signatory jurisdictions to the Agreement are CDBG Consortium Partners for purposes of the Agreement and the Act.
- D. Under the Agreement and pursuant to the Act, King County is responsible to the federal government for all activities undertaken with CDBG funds and for ensuring that all CDBG assurances and certifications King County is required to submit to HUD under the Annual Action Plan are met.
- E. Urban counties are periodically required to requalify for their entitlement status under CDGB and related federal programs.
- F. Under Notice CPD-23-02, issued by HUD April 10, 2023, and setting forth instructions for continuing qualification for participating urban counties in the CDBG program for Fiscal Years 2024-2026, all existing urban counties are required to have incorporated in their cooperation agreements certain required language regarding fair housing and civil rights obligations.
- G. The Agreement does not contain all the required language regarding fair housing and civil rights obligations.

- H. Under Notice CPD-23-02, urban counties have the option of drafting a separate amendment to their existing cooperation agreements with signatory jurisdictions that include the required language rather than drafting a new cooperation agreement that contains the provisions.
- I. The purpose of this First Amendment is to expressly state the required language regarding fair housing and civil rights obligations and to memorialize the attendant obligations as though set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

- 1. The foregoing recitals are true and correct in all respects and are incorporated hereby as if fully set forth herein.
- 2. Section I of the Agreement is hereby amended and restated in its entirety as follows:

“The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, funded from annual CDBG, ESG and HOME Program funds from federal fiscal years 2024, 2025 and 2026 appropriations, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes. The County and City shall (i) take all actions necessary to assure compliance with the County’s certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, (ii) assure that all CDBG grants will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and (iii) affirmatively furthering fair housing as defined and in accordance with 24 CFR 5.151 and 5.152 and the implementing regulations at 24 CFR part 8, 24 CFR part 35 and 24 CFR part 146.”

- 3. Except as specifically provided for in this First Amendment, all other provisions of the Agreement shall remain unchanged and in full force and effect.
- 4. Any capitalized terms not defined in this First Amendment shall have the meanings given them in the Agreement.
- 5. This First Amendment shall be effective as of the date it has been executed by both Parties.

6. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment to the Agreement as of the date set forth below their signatures.

City of

King County

Name:

For King County Executive

Date:

Title:

By: Simon P. Foster
Title: Division Director
Housing, Homelessness and Community
Development
Department of Community and Human
Services

Attest: _____

Name:

Title:

Approved as to Form:

Approved as to Form:

[name], City Attorney

Ryan W. Ridings, King County Senior Deputy
Prosecuting Attorney

City of Redmond
Payroll Check Approval Register
Pay period: 7/1 - 7/15/2023
Check Date: 7/25/2023

Check Total:	\$ 31,730.77
Direct Deposit Total:	\$ 2,518,718.60
Wires & Electronic Funds Transfers:	\$ 1,567,631.94
Grand Total:	<u>\$ 4,118,081.31</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **187844** through **187860** ,
Direct deposits numbered **151620** through **152400** , and
Electronic Fund transfers **1601** through **1605**
are approved for payment in the amount of **\$4,118,081.31**
on this **1 day of August 2023**.

Note:

Check # 187843 - check reprint David Wu

City of Redmond
Payroll Final Check List
Pay period: 7/1 - 7/15/2023
Check Date: 7/25/2023

Total Checks and Direct deposit:	\$ 3,651,500.17
Wire Wilmington Trust RICS (MEBT):	\$ 466,581.14
Grand Total:	<u>\$ 4,118,081.31</u>

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington