

City of Redmond



Agenda

Tuesday, February 24, 2026

4:30 PM

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

Committee of the Whole - Parks and Environmental Sustainability

Committee Members

Menka Soni, Presiding Officer

Jessica Forsythe

Vanessa Kritzer

Angie Nuevacamina

Sayna Parsi

Vivek Prakriya

Melissa Stuart

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

AGENDA

ROLL CALL

A. Action Items - 20 minutes

1. Acceptance of the Department of Commerce Climate Planning Grant Award to Support Climate Planning and Resilience Projects, in the Amount of \$359,558

[Attachment A: Grant Agreement Final Draft Contract](#)

Department: Executive, 5 minutes

Requested Action: Consent, March 3rd

2. Approve Consultant Agreement with KPFF Consulting Engineers for the SE Redmond Park Project

[Attachment A: SE Redmond Neighborhood Park Project Information Sheet](#)

[Attachment B: Ad Info SE Redmond Park Project](#)

[Attachment C: KPFF Consultant Agreement](#)

Department: Parks/Public Works, 10 minutes

Requested Action: Consent, March 3rd

3. Authorize the Mayor to Sign a Contract with King County for the Parks Property Tax Levy Agreement

[Attachment A: King County Ordinance 19922](#)

[Attachment B: Parks Property Tax Levy Agreement Between King County and City of Redmond](#)

Department: Parks, 5 minutes

Requested Action: Consent, March 3rd

B. Feedback for Study Session - 20 minutes

1. Recreation Program Plan Overview [CM 26-116](#)

Department: Parks, 10 minutes

Requested Action: Study Session, March 24th

2. Parks Signage and Wayfinding Standards and Strategy Plan [CM 26-106](#)
Update

Department: Parks, 10 minutes

Requested Action: Study Session, March 24th

C. Informational - 15 minutes

1. Redmond Lights Event Recap 2025 [CM 26-111](#)
[Attachment A: Redmond Lights 2025 Recap](#)

Department: Parks, 5 minutes

Requested Action: Informational

2. Environmental Sustainability Action Plan Implementation [CM 26-110](#)
Update - February 2026
[Attachment A: ESAP Implementation Update](#)

Department: Executive, 10 minutes

Requested Action: Informational

D. Read Only - N/A

ADJOURNMENT

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



Memorandum

Date: 2/24/2026

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

File No. CM 26-115

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425-556-2427
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Manager
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TITLE:

Acceptance of the Department of Commerce Climate Planning Grant Award to Support Climate Planning and Resilience Projects, in the Amount of \$359,558

OVERVIEW STATEMENT:

The City of Redmond has been awarded a Climate Planning Grant in the amount of \$359,558 from the Department of Commerce. The grant scope of work includes funding for Environmental Sustainability Action Plan (ESAP) planning and implementation efforts, including community engagement, City operations decarbonization planning, technical support for code work, and grid capacity analysis.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Strategic Plan, Environmental Sustainability Action Plan (ESAP), Climate Vulnerability Assessment, Transportation Master Plan, Utilities Strategic Plan
- **Required:**
The City Council must approve grant acceptance.
- **Council Request:**
N/A
- **Other Key Facts:**
 - Washington's Climate Planning Grant program is funded by the Climate Commitment Act (CCA) and helps local governments incorporate comprehensive climate change resilience and emission-reduction strategies into comprehensive plan updates.
 - Grant funding for the project must be expended by June 2027.

- The City was allocated \$700,000 through the Climate Planning Grant formula funds program. The City expended \$340,442.08 during the 2023-2025 grant cycle. The attached grant will expend all funding allocated to the City of Redmond.

OUTCOMES:

Grant funds will advance key 2025 ESAP initiatives, supporting efforts to reduce greenhouse gas emissions and increase community resilience.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$359,558

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
000264

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Grant funds

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date: 2/24/2026

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

File No. CM 26-115

Type: Committee Memo

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/3/2026	Business Meeting	Approve

Time Constraints:

The projects funded through the grant must be complete by June 30, 2027.

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A: Grant Agreement



Interagency Agreement with

City of Redmond

through

Growth Management Services

**Contract Number:
26-63330-271**

For

2025-2027 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 26-63330-271

**Local Government Division
Growth Management Services
2025-2027 Climate Planning Grant**

1. Contractor City of Redmond 15670 NE 85th St PO Box 97010 Redmond, WA 98073		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Jenny Lybeck Manager +1 (425) 556-2121 jlybeck@redmond.gov		4. COMMERCE Representative Noelle Madera Climate Operation Team Lead 509-818-1040 noelle.madera@commerce.wa.gov <div style="float: right; text-align: right;"> PO Box 42525 1011 Plum St. SE Olympia, WA 98504 </div>	
5. Contract Amount \$359,558	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2027
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV 0003729	12. UBI # 176-000-016
13. UEI # N/A			
14. Contract Purpose Based on the adopted climate element, complete an analysis of code and technical support opportunities for affordable and middle housing, a grid capacity study, and other city operations decarbonization efforts.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget			
FOR CONTRACTOR DRAFT ONLY - DO NOT SIGN _____ <insert name>, <insert title> _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

This Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

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

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$359,558, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

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

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices and attachments shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 26-63330-271. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar

days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

Contract funds must be used only for work covered by this Agreement. All back-up documents such as consultant or subcontractor/subgrantee invoices, expense reports, and/or staff time and expenses related to contract work, should be provided if requested by Commerce.

Final Invoices

Commerce will provide notification of the end of contract due date.

Grant Timeline

COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to Commerce are eligible for reimbursement under this Contract from July 1, 2025, through the end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Grantee expenses for activities outside this period.

Duplication of Billed Costs

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

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final deliverable (or completion of the project, final report, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Grantee may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B) that will not increase the line item by more than twenty percent (20%).
- B. The Grantee shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachments B). Conversely, Commerce may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line item amount to exceed the twenty percent (20%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to

the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

6. SUBCONTRACTOR DATA COLLECTION

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

7. INSURANCE

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

8. FRAUD AND OTHER LOSS REPORTING

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

9. ORDER OF PRECEDENCE

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

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

General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

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

20. TREATMENT OF ASSETS

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

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

practices.

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

21. **WAIVER**

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

DRAFT

Attachment A: Scope of Work

Task/Deliverable	Description	End Date
Section 1	GHG Emissions Inventory	
Section 1, Step 1	Complete 2024 GHG inventory to monitor progress against GHG reduction goals.	3/31/2026
Task 1.1.1	Hire consultant	
Task 1.1.2	Complete data analysis and inventory calculations for calendar year 2024.	
Task 1.1.3	Update past inventories with new methodology.	
Deliverable 1	GHG Emissions Inventory: 2024 GHG Report Summary	6/30/2026
Section 2	Environmental Sustainability Action Plan (ESAP) Refresh	
Section 2, Step 1	Engage with local tribes and vulnerable populations throughout the development of the 2025 Environmental Sustainability Action Plan update.	10/31/2025
Task 2.1.1	Record feedback from engagement efforts to integrate into 2025 ESAP.	
Deliverable 2	ESAP Refresh: Summary of Tribal and vulnerable populations engagement and feedback themes.	3/31/2026
Section 2, Step 2	Update the 2020 ESAP.	10/31/2025
Task 2.2.1	Hire a consultant to conduct emissions analysis and identify community engagement for plan development.	
Task 2.2.2	Engage community, including vulnerable populations, internal staff, and community organizations to inform ESAP Refresh.	
Task 2.2.3	Draft 2025 ESAP and solicit community feedback on format, strategies, and actions.	
Deliverable 3	ESAP Refresh: 2025 Environmental Sustainability Action Plan and Council Resolution	3/31/2026

Task/Deliverable	Description	End Date
Section 3	Partnerships & Engagement: Activate community around implementation of 2025 Environmental Sustainability Action Plan	
Section 3, Step 1	Build capacity within local organizations to engage community members around implementation of the 2025 Environmental Sustainability Action Plan.	10/31/2025 – 6/30/2027
Task 3.1.1	Develop SOW with community organizations to implement programming around climate education and action.	
Task 3.1.2	Hire a consultant to develop educational materials and facilitate capacity building opportunities for NGO partners and the City.	
Deliverable 4	Partnerships and Engagement: Execution of contracts with non-profit organizations.	6/30/2026
Section 4	City Operations Efficiency and Decarbonization Planning	
Section 4, Step 1	Inventory existing plans, studies, and data that impact energy efficiency and decarbonization planning for City owned and operated facilities.	9/30/2026
Task 4.1.1	Hire a consultant	
Task 4.1.2	Review and update equipment inventory based on 2023 Facility Condition Assessment.	
Task 4.1.3	Complete baseline assessment of maintenance and other SOPs that advance efficiency and decarbonization for key city owned and operated facilities.	
Task 4.1.4	Conduct an integrated planning effort that aligns preventive maintenance with opportunistic decarbonization strategies across key facilities operations.	
Deliverable 5	City Operations Efficiency and Decarbonization Planning: Baseline Memo	3/31/2027
Section 5	Planning and Technical Support for Codes and Standards	

Task/Deliverable	Description	End Date
Section 5, Step 1	Develop guidance for HOAs to support electrification.	3/31/2027
Task 5.1.1	Hire a consultant.	
Task 5.1.2	Scope key issues and needs for Redmond HOAs and develop materials.	
Deliverable 6	Support for Codes and Standards: Summary of resources to advance electrification in HOAs	5/31/2027
Section 5, Step 2	Identify resources that advance green building practices in middle housing and affordable housing developments.	3/31/2027
Task 5.2.1	Hire a consultant.	
Task 5.2.2	Conduct study on expansion of electrification programming for affordable and middle housing.	
Deliverable 7	Support for Codes and Standards: Memo summarizing recommended next steps for developing a program to support electrification in affordable and middle housing developments.	5/31/2027
Section 6	Grid Capacity Study	
Section 6, Step 1	Complete a study to understand impacts of population growth, decarbonization, and electrification on local distribution grid.	9/30/2026
Task 6.1.1	Hire consultant	
Task 6.1.2	Host four joint workshops with local utility and other relevant partners to inform study.	
Deliverable 8	Grid Capacity Study: Report memo	9/30/2026

Attachment B: Budget

Deliverables	Grant Funds
Deliverable 1: GHG Emissions Inventory: 2024 GHG Report Summary	\$16,558
Deliverable 2: ESAP Refresh: Summary of Tribal and vulnerable populations engagement and feedback themes.	\$5,000
Deliverable 3: ESAP Refresh: 2025 Environmental Sustainability Action Plan and Council Resolution	\$88,000
Deliverable 4: Partnerships and Engagement: Execution of contracts with non-profit organizations.	\$50,000
Deliverable 5: City Operations Efficiency and Decarbonization Planning: Baseline Memo	\$50,000
Deliverable 6: Support for Codes and Standards: Summary of resources to advance electrification in HOAs	\$10,000
Deliverable 7: Support for Codes and Standards - Support for Codes and Standards: Memo summarizing recommended next steps for developing a program to support electrification in affordable and middle housing developments.	\$65,000
Deliverable 8: Grid Capacity Study: Report memo	\$75,000
GRANT TOTAL	\$359,558



Memorandum

Date: 2/24/2026

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

File No. CM 26-114

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

Public Works	Shailee Jain	Project Manager
Parks	Lindsey Falkenburg	Functional Area Lead
Public Works	Steve Gibbs	Division Manager
Public Works	Brandon Buehler	Deputy Public Works Director

TITLE:

Approve Consultant Agreement with KPFF Consulting Engineers for the SE Redmond Park Project

OVERVIEW STATEMENT:

Public Works is requesting to approve the consultant agreement with KPFF Consulting Engineers in the amount of \$1,100,000. This agreement is for design services for the SE Redmond Park project, Project No. 2606.

This initial agreement includes the cost of the design phase. Future supplemental agreements will be for the construction phase and may include construction engineering support, construction management, inspection, and special inspection services.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
PARCC Plan
Capital Investment Program
- **Required:**
Council approval is required to award an architectural and engineering services agreement that exceeds \$50,000 (2018 City Resolution 1503)
- **Council Request:**

N/A

• **Other Key Facts:**

Request for proposals advertised in September and October of 2025, proposals received, and evaluation of most qualified completed. KPFF Consulting Engineers is selected as the most qualified design consultant.

Public Works is requesting this item go forward for Council approval at the March 3, 2026, Council business meeting.

OUTCOMES:

This project will design and construct a new 3.2 acre park in the SE Redmond neighborhood according to the community-driven Master Plan. The project includes new recreational infrastructure (playgrounds, picnic shelters, sports courts), public art, stormwater improvements, sustainable landscaping and tree canopy expansion.

Approving this action keeps the City on the path to completing design of the project, which, once constructed, will increase the parks level of service in an underserved, highly diverse and growing neighborhood.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• **Timeline (previous or planned):**

Extensive public outreach was conducted during the Master Planning phase to shape the park’s vision and priorities based on community input. As the project moves into implementation, outreach efforts will shift focus toward keeping nearby residents informed about construction timelines, progress, and potential impacts.

• **Outreach Methods and Results:**

City website, social media, engagement with Parks, Trails and Recreation Commission, and others

• **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

\$1,100,000

Approved in current biennial budget:

Yes

No

N/A

Budget Offer Number:

CIP

Budget Priority:

Healthy and Sustainable

Other budget impacts or additional costs:

Yes

No

N/A

If yes, explain:

N/A

Funding source(s):

Date: 2/24/2026

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

File No. CM 26-114

Type: Committee Memo

Parks CIP, Impact Fees, General Fund, Recreation and Conservation Office (RCO) Grant

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
3/3/2026	Business Meeting	Approve

Time Constraints:

None

ANTICIPATED RESULT IF NOT APPROVED:

Not approving the design contract affects the anticipated city project timeline for construction and the completion of this project would be delayed according to CIP budget documents.

ATTACHMENTS:

Attachment A: Redmond Park Project Information Sheet

Attachment B: Additional Project Information

Attachment C: Consultant Agreement

CIP Project Information Sheet

Project Name: SE Redmond Neighborhood Park

Project Status: Existing

Functional Area(s): Parks

Relevant Plan(s): PARCC Plan

Neighborhood: Southeast Redmond

Location: NE 67th Street

Time Frame: 2026-2031

Budget Priority: Healthy and Sustainable

Citywide Rank: 23

Functional Area Priority: High

Description:

Develop the 3.2 acre park in the SE Redmond neighborhood according to the Master Plan in order to increase the parks level of service in an underserved, highly diverse and growing neighborhood.

Anticipated Outcomes: *Primary:* Upgrade/Enhancement *Secondary:*

Development of the SE Redmond Park would expand level of service in a historically underserved and rapidly growing, diverse neighborhood.

Request: *Primary Reason(s):*

Project approved in the 2025-2030 CIP budget process.

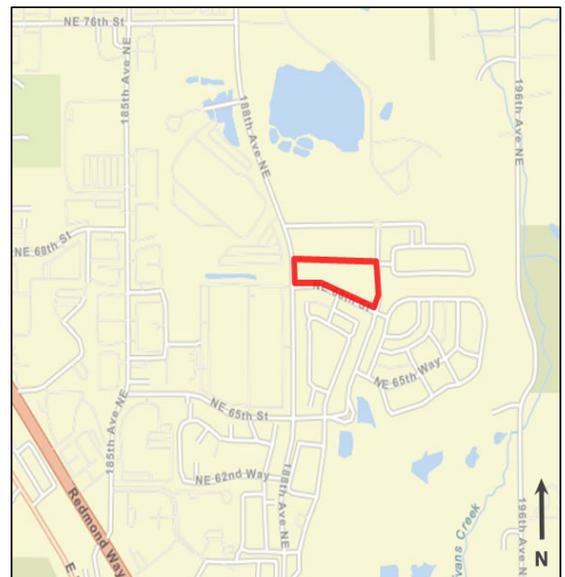
Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget			\$1,136,916	\$2,822,184	\$4,329,548	\$3,568,943	\$1,650,000	\$250,000	\$13,757,591
Approved Changes									
Current Approved Budget			\$1,136,916	\$2,822,184	\$4,329,548	\$3,568,943	\$1,650,000	\$250,000	\$13,757,591
Proposed New Budget		\$9,824	\$1,127,092	\$2,822,184	\$6,829,548	\$2,968,943			\$13,757,591
Proposed changes due to	<input type="checkbox"/> Scope Change		<input checked="" type="checkbox"/> Schedule Change		<input type="checkbox"/> Budget Change				

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)		\$9,274	\$472,246						\$481,520
Right of Way		\$550							\$550
Design (31-100%)			\$428,014	\$1,498,049					\$1,926,063
Construction				\$601,785	\$5,254,737	\$2,274,132			\$8,130,654
Contingency			\$226,833	\$722,350	\$1,574,811	\$694,811			\$3,218,805
Total		\$9,824	\$1,127,092	\$2,822,184	\$6,829,548	\$2,968,943			\$13,757,591

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost									

Explanation:

Proposed Funding Sources:	Prior	2025-2030	Future	Total
General Fund		\$1,211,092		\$1,211,092
Impact Fees		\$10,047,254		\$10,047,254
Parks CIP		\$1,999,245		\$1,999,245
Grant (WA RCO)		\$500,000		\$500,000
Total		\$13,757,591		\$13,757,591



Attachment B – Additional Project Information

SE Redmond Park Project

Project Discussion

The project includes the design and construction of a new 3.2-acre park in the SE Redmond neighborhood, guided by the community-driven Master Plan. Planned features include recreational amenities such as playgrounds, a picnic shelter, and sports courts; public art; stormwater improvements; and sustainable landscaping with expanded tree canopy.

As part of the project, two studies will be conducted to evaluate parking needs and assess noise impacts from a proposed pickleball court. In addition, community outreach will be conducted to define and incorporate a community identity feature into the park design.

The site is located along the north side of NE 68th Street, bounded by 188th Avenue NE to the west, 191st Avenue NE to the east, and undeveloped land to the north. Screenshots of the existing site diagram and the preferred concept plan from the Master Plan are shown below.

[SE-Redmond-Park-Master-plan-Final](#)

Existing Site & Scale



SCALE COMPARISON FIGURES

- DOWNTOWN REDMOND PARK LAWN
- TENNIS COURT
- PICKLE BALL COURTS (2)
- MARYMOOR PARK ATHLETIC FIELDS PLAYGROUND
- SMALL SIZE 20' X 30' 2-3 PICNIC TABLES
- MEDIUM SIZE 30' X 50' 5-6 PICNIC TABLES
- PARK SHELTER WITH SURROUNDING PAVING
- MEDIUM SIZED COMMUNITY GARDEN SPACE (18 BEDS @ 10' X 20')

05 MARCH 14, 2024

Overall Preferred Concept Plan



The project has received a \$500,000 grant from the Washington State Recreation and Conservation Office (RCO). Prior to construction, RCO review and approval of the required cultural resources permit is required. The park design will be compliant with the Americans with Disabilities Act (ADA).

Existing site conditions present several challenges. Standing water in the grass field results in soft and unstable ground conditions, which may affect stormwater design and require earthwork to be scheduled outside of the wet season. In addition, geotechnical investigations may identify hazardous materials or poor-quality fill due to the site's former use as a gravel mining operation. Depending on investigation results, these conditions could affect both the project cost and schedule.

Currently construction is planned to begin in summer 2027.

Project-Related Community/Stakeholder Outreach

Extensive public outreach was conducted during the Master Planning phase to shape the park's vision and priorities based on community input. As the project moves into implementation, outreach efforts will shift focus toward keeping nearby residents informed about construction timelines, progress, and potential impacts.

Additional community engagement will support the selection of a community identity feature, likely through a public process to choose artwork that reflects the character of the neighborhood. This process will include coordination with the Redmond Arts Commission.

Design feature selections will also involve consultation with the Parks, Trails and Recreation Commission to ensure alignment with community goals and city standards.

Finally, public outreach will support the park's grand opening, helping to raise awareness and celebrate the completion of this new community asset.

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	
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~~ **NOT USED**
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

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.

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.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

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:

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

If to CONSULTANT:

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

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 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 fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment 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 acknowledgment, 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 acknowledgment between the parties. Such final written acknowledgment 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 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 rate 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 acknowledgment.

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 fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. 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.
- B. 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.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings 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.
- D. 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

E. 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.

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 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 acknowledgment 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 agreement. 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.

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

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. The Parties have mutually negotiated this waiver.

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.

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 AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS 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.

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.

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.

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.

Project No. 2606

The City does not anticipate receiving Federal Funding for the SE Redmond Park project. As such, the Consultant will not have access to the WSDOT Diversity Compliance program and is exempt from all reporting requirements within wsdot.diversitycompliance.com program.

EXHIBIT A SCOPE OF WORK V.3

INTRODUCTION:

The purpose of this contract is to provide architectural and engineering design services for the City of Redmond's (the City) SE Redmond Park Project. Generally, the scope of services will include Project Administration, Preliminary Designs and Engineering reports, Environmental and Permitting support, Geotechnical Studies and Design, Traffic Study, Cultural Resources Services, and Final designs including cost estimates and bid documents. Optional services, including value engineering and construction phase services, may be added in the future by amendment.

PROJECT BACKGROUND:

Southeast Redmond Park is a 3.2-acre undeveloped site located between 188th Avenue NE and 191st Avenue NE, fronting NE 67th Street. The site is relatively flat and gently sloping with minimal vegetation and serves as a key buffer between a residential neighborhood and adjacent industrial uses. Classified as a neighborhood park, it is intended to serve the recreational needs of nearby residents and employees in the growing Southeast Redmond area, which is home to more than 7,000 residents.

Currently, the area lacks adequate public green space. Aside from a small privately maintained playground, there are limited options for walking, cycling, or active recreation. The nearest public park is Marymoor Park, located 1.5 miles away.

The City initiated a Master Planning process in 2023 to define the park's future design and amenities. The SE Redmond Park Master Plan, adopted by City Council in April 2024, established the framework for park development and will guide the design and construction phases of this project. The Master Plan also references a noise study and a community identity feature, which the City will coordinate separately to inform final design and construction.

REFERENCE DOCUMENTS TO BE PROVIDED TO THE SELECTED CONSULTANT:

The following documents will be made available to the Consultant:

1. RCO Grant Agreement for SE Redmond Park.
2. Title Report.
3. Available Geotechnical Explorations.
4. Available As-Builts and Record Documents including Reports for downstream storm water mitigation facilities.
5. Project Charter.
6. Available Parking Studies from past work.
7. Noise report (for sport court use).
8. Plan for a Community Garden from a past project, for reference only.

SCOPE OF WORK:

GENERAL CONSIDERATIONS:

1. Services supporting Construction will be scoped prior to Bid.
2. Hours and/or fee remaining on tasks will be available for subsequent tasks/effort if not exhausted during prior task's work.
3. Major deviations from the approved Master Plan site plan after preliminary design phase will be provided as an additional service.

CONSULTANT DELIVERABLE STANDARDS:

1. For all deliverables, the Consultant shall provide the following unless otherwise specified in a particular task:
 - A. Plans, reports, and technical memoranda at 30%, 60%, 90% and 100% (final).
2. All survey datum shall use State Plane North, NAD 83 (91-HARN) tied to two Redmond horizontal control monuments. Vertical: NAVD 88 per City CIP Record Drawing Process 4/21/2025.
3. Electronic copies of all deliverables (reports, specifications, technical memos, calculations, etc.) shall be in native file format and Portable Document Format (PDF).
4. Draft agenda two business days before scheduled meetings or workshops.
5. Draft meeting/workshop notes within two business days following the event.
6. Plans/Drawings/Specifications shall meet the City of Redmond CIP Record Drawing Guidelines including:
 - A. Electronic plan/drawing files:
 - 1) Be provided in AutoCAD digital format as well as PDF files.
 - 2) Computer-aided-design (CAD) files shall be prepared with AutoCAD Civil 3D, Architectural 3D, MEP, Revit , or AutoCAD (most current version unless otherwise agreed to with the City). CAD files shall be prepared in accordance with City of Redmond CAD Standards.
 - 3) CAD files shall be prepared for full-size printing in ANSI D (22 x 34) format. All PDFs, except the 100% final submittals shall be prepared in ANSI B (11 x 17). Final 100% PDFs shall be prepared in ANSI D format.
 - 4) Shall include a graphic bar scale.
 - 5) Be provided on City SharePoint site, or other cloud-based site (Masterworks Cloud Platform), portable storage device, or other electronic media as approved by the City.
 - 6) Be unprotected with properly embedded fonts.
 - 7) Have the capability to be printed 11 x 17 (ANSI B) or 22 x 34 (ANSI D) size.
 - 8) For all plans other than final plans and drawing files which are addressed elsewhere, include the label "Preliminary" or include the appropriate Professional Engineer/Architect/Professional Land Surveyor stamp, signature, or certification on each sheet.
 - B. Electronic Specification files:
 - 1) City of Redmond Standard Specifications, supplemented by WSDOT specifications shall be utilized. Division 0 and 1 shall be based on a boilerplate provided by the City.
 - 2) Be provided electronically in Microsoft Word (with Track Changes) and PDF (without Track Changes).
 - 3) Microsoft Word documents shall be provided as one file per section and shall be modified and updated using Track Changes.
 - 4) Be provided on City SharePoint site, or other cloud-based site (Masterworks Cloud Platform), portable storage device, or other electronic media as approved by the City.
 - 5) Word files shall not be compiled into one document.
 - 6) Arial 11 font shall be used in the body of all specifications.
 - 7) Be unprotected with properly embedded fonts.
 - 8) Have the capability to be printed 8.5 x 11.

7. Final documents (specifications, reports, studies, etc.) shall include the appropriate Professional Engineer/Architect/Professional Land Surveyor stamp, signature or certification for all relevant sections and reports (geotechnical, hazardous waste survey, etc.)
8. The City will review the draft submittals and provide comments via email on a spreadsheet (or Bluebeam in a Bluebeam session established by the Consultant.) The Consultant shall provide responses to the City for each comment within a mutually agreed timeframe for receipt of the comments; timeframe to be determined during negotiations. Each comment response shall describe how the comment will be incorporated into the final document. Each comment response will be reviewed with the City to reach consensus on resolution.
9. The Consultant shall comply with the City's standards, guidelines, and requirements including but not limited to the following:
 - A. CAD Templates and standards
 - B. City of Redmond Stormwater Technical Manual (2025 version)
 - C. ADA Standards
 - D. Applicable Municipal Code(s)
 - E. City of Redmond Standard Specifications, supplemented by WSDOT Standard Specifications

TASK 100 – PROJECT MANAGEMENT AND COORDINATION DURING PRELIMINARY AND FINAL DESIGN, THROUGH CONSTRUCTION.

The Consultant shall manage preliminary, final design and construction phase project scope, schedule, and budget including:

1. Submit monthly progress reports that include earned value analysis, a brief narrative of work completed for the prior month and work expected to be completed during the next month for each Consultant task.
2. Identify any tasks that are delayed or determined to be at-risk, and prepare a summary of a recovery plan, dependencies, and project impacts.
3. Identify decisions, issues, and action items.
 - A. Prepare decision/actions/issue logs to be submitted with monthly reports.
4. Prepare a detailed project design schedule using the Critical Path Method (CPM) to identify the expected critical path and include appropriate internal and external milestones.
 - A. The contract schedule shall be updated as needed for major changes and included with the monthly reports.
5. Prepare for and participate in bi-weekly team meetings with the City.
 - A. At a minimum, the meetings shall be attended by the Consultant Project Manager, key members of the Consultant team as needed for discussion of task items and the City's project team members.
 - B. Meeting effort is anticipated to be approximately 1 hour (1/2hr for meeting, 1/2hr for follow up/review of notes, etc.)
 - C. Prepare meeting agendas, take attendance and notes with revisions as required.
 - D. Scoped bi-weekly meetings quantity is to be based on the anticipated project schedule, assuming 18 months overall (not including construction duration).

DELIVERABLES:

1. Monthly progress reports including schedule updates.
2. Summary of a recovery plan, dependencies, and project impacts.

3. Decision/actions/issue logs.
4. Contract schedule.
5. Meeting agendas, attendance, and notes.

TASK 200 – REVIEW OF EXISTING INFORMATION

The Consultant shall:

1. Review existing documentation and visit the site to verify existing site conditions.
2. Prepare a site observation memorandum detailing the visit with photos.
 - A. The memorandum shall outline any conditions not concurrent with existing documentation and identify data that shall be necessary to be acquired for the project.
3. Prepare a site analysis summary (approximately 5-8 pages) documenting:
 - A. Existing elements of the site and surrounding context that would be pertinent to selection of preferred design alternatives and development of the design.
 - B. Anticipated tasks needed for completing design and documentation.

DELIVERABLES:

1. Site analysis summary with the following outline:
 - A. Introduction and Purpose.
 - B. Summary of Existing Documents Reviewed.
 - C. Site Visit Notes.
 - D. Existing Site Analysis - Opportunities and Challenges.
 - E. Conflicts Identified (pertinent to design)- Site visit observations versus existing documentation.
 - F. Outstanding Information (also include how this missing information may impact design decisions unless/until resolved).
 - G. Proposed Next Steps.

ASSUMPTIONS:

1. The City will provide electronic files of existing documentation.

TASK 300 – ALTERNATIVES ANALYSIS

As part of the master planning process, a concept design was created and approved by the City. The Consultant shall utilize the Master Plan to develop a decision matrix of key decisions required for completion of the design and documentation.

Following Completion of Task 200, the Consultant shall:

1. Review the Master Plan and comments generated by City stakeholders and/or Project Team members.
2. Prepare and facilitate a meeting with the City to discuss the decision matrix and establish a plan for arriving at preferred design(s) for significant elements of the project that were not fully defined in the master plan including, but not limited to: the proposed shelter structure, the viewing mound, playground equipment and configuration, sport court layout and configuration, community garden layout and configuration.
3. Throughout the design phase deliverables, maintain the decision matrix and alternatives evaluation, to include:
 - A. Landscape Architecture – site programming and amenities.
 - B. Civil drainage, grading, and utilities.
 - C. Geotechnical and Environmental.

- 7) Preliminary utility plan including existing water service revisions.
 - 8) Preliminary playground equipment layout.
 - 9) Preliminary community garden layout and design.
 - 10) Location of structures (walls, vaults, fences, etc.)
 - 11) Preliminary landscaping and irrigation plans.
 - 12) Tree Preservation Plan
 - 13) Preliminary cross sections and plan details, where needed to meet Site Plan Entitlement (SPE) Permit submittal requirements.
- B. Preliminary Stormwater Report per City Stormwater Technical Notebook requirements.
 - C. A preliminary cost estimate, projected to the mid-point of construction and based on appropriate unit costs of design elements.
 - 1) The estimate should include assumptions for the contractor's general conditions, overhead and profit factors, and any other applicable cost factors.
 - D. Coordinate the preliminary selection and placement of a vendor provided prefabricated shelter.
 - E. Provide traffic planning for site ingress/egress and parking study.
 - F. Provide Geotechnical Data and Reporting.
 - 1) Geotechnical consultant will complete a subsurface investigation, analysis, and reporting for the Southeast Redmond Park geotechnical study. Soft and loose, fill soil is expected to underlie the project site overlying gravelly native soils. Thus, a comprehensive subsurface investigation is proposed to determine the extent of poor soil and assess the variability and infiltration feasibility of soil conditions across the site.
 - 2) We propose three days of geotechnical field exploration with a lightweight track-mounted drill rig. The borings will be drilled to the depths necessary to identify native soils, borings with split spoon sampling to characterize the soil and subsurface conditions across the park. The samples collected during drilling will be evaluated. Laboratory testing will be performed to assess soil engineering properties, and a subsurface profile through the site will be developed.
 - 3) Geotechnical Information shall be provided in two documents for review and archiving (draft and final documents for each).
 1. Geotechnical Data Report (data from site investigations, borings, tests, etc.)
 2. Geotechnical Engineering Report (soils report with analysis and design recommendations). The analysis will include foundation/bearing recommendations for the structures (such as the proposed covered shelter), liquefaction assessment, infiltration assessment, and subgrade/backfill evaluation. The results of the analysis will be summarized within a draft and final geotechnical engineering report.
4. Prepare a Basis of Design report outline that gathers project technical details and assumptions by discipline.

DELIVERABLES:

1. Topographic Survey.
2. Geotechnical Data Report and Geotechnical Engineering Report.
3. Preliminary Design Documents.
 - A. Plans developed as part of this task will be submitted to the City for SPE review.
4. Public Outreach Support as required by the City.
5. Preliminary Schedule.
6. Preliminary Cost Estimate.
7. Traffic Study.
8. Preliminary Storm Drainage Report.
9. Geotechnical Data report and Engineering Report.
10. Basis of Design (BOD) report draft.

ASSUMPTIONS:

1. Park Lighting is not included in the scope, assume Park will be closed after dusk. No accommodation for power outlets or telecommunications will be provided.
2. Frontage improvements are limited to replacement of existing non-compliant ADA ramps.
3. Accommodations and utilities for restroom facilities are not included in the scope.
4. The presence of contamination at the site is unknown. If contamination is encountered during drilling, the costs associated with addressing the contamination will be considered extra services.

TASK 500 – ENVIRONMENTAL COMPLIANCE AND PERMITTING SERVICES

This task includes permit applications and applicable documents, with support from the City Project Manager, Consultant shall be responsible for submitting and responding to permit comments to support obtaining approvals necessary to construct the project.

The Consultant shall provide environmental compliance services, including:

1. Develop and maintain a permit tracking matrix for applicable submittals and anticipated review periods.
2. Coordinate permits and their requirements, prepare permit applications, attend permit meetings, and maintain permit documentation.
 - A. Take meeting notes and notate action items.
 - B. Potential anticipated permits include:
 - 1) Draft NPDES Permit (DOE Construction Stormwater Permit with SWPPP)
 - 2) Site Plan Entitlement Permit (SPE)
 - 3) Support City's SEPA review process
 - C. Permitting may be needed for prefabricated shelter structure(s). Vendor and/or contractor will address permitting for this scope of work. Vendor will provide preliminary documentation to support SPE review, if needed, through coordination with the design consultant and City.
 - D. Cultural Resources services to include site exploration (archaeological field survey), technical studies and memoranda, or other environmental services warranted by the project. Assume completion of approximately thirty shovel probes.

DELIVERABLES:

1. Permit tracking matrix.
2. Meeting notes and action items.
3. Permit applications and studies, technical memoranda, and supporting documentation.
4. Permit comment responses.
5. Cultural Resources Plan including a survey and report.

ASSUMPTIONS:

1. The City will pay for all necessary permits.
2. The City will act as a lead agency for the SEPA process and will coordinate final notification process.
3. An updated Wet Weather Permit will not be required for a second wet weather season.
4. Coordinated Civil Review (CCR) and Clear and Grade permits are not required.
5. Two rounds of comments and subsequent revisions per permit have been anticipated.
6. If standard detail/documentation provided by the vendor for the shelter is insufficient for SPE review, additional service may be required to prepare adequate SPE level documentation.

TASK 600 – COMMUNITY INVOLVEMENT SERVICES

The Consultant shall work with the City to support public engagement through design presentations and visual boards as directed. It is the intent for the Consultant to support the City on presentation content and delivery as needed. The Consultant shall provide community involvement services including:

1. Prepare materials for community meetings as requested by the City.
 - A. One update for City Council (presentation by City staff) following preliminary investigations.
 - B. Graphics and materials for inclusion in the Redmond Newsletter.
 - 1) Presentation boards and graphics shall be provided for two community meeting events at 30% design and 60% design.
 - 2) Public presentation material shall include diagrams, images, and/or illustrative renderings conveying project process, previous outreach results, and proposed design ideas.
 - 3) An illustrative site plan following Preliminary Design including graphics for a City Website and narrative for inclusion in a City Newsletter.
2. Prepare and participate in outreach events to discuss specific site elements.
 - A. Prepare site specific presentation materials and take notes (up to 2 events).

DELIVERABLES:

1. Up to three image boards depicting the project amenities.
2. Up to five graphics to support the City's need for presentation materials.
3. Attendance at 2 PTRC meetings.
4. Attendance at 2 community outreach events.

ASSUMPTIONS:

1. The City will be the lead for all community involvement efforts, including contacts and discussions with stakeholders, meetings, flyers, informational newsletters, signage, engagement logistics, website updates, and all other public information.
2. Assume up to 2 Parks Trails and Recreation Commission (PTRC) meetings.
3. The City will be responsible for selecting and coordinating the reservation of spaces for all public meetings and outreach events as needed.
4. Between 30% and 60% design, Consultant will provide materials to the City to support targeted feedback for playground equipment.

TASK 700 – DESIGN DEVELOPMENT SERVICES (60% AND 90% DESIGN)

The Consultant shall prepare design development documents that expand, elaborate, resolve, and describe the accepted Preliminary design solution. Design development documents shall reflect the revisions, developments, and City review comments that occurred during the preliminary design phase.

The Consultant shall:

1. Advance, prepare, and provide 60% design documents that include drawings to demonstrate site preparation and erosion control, site layout, civil design and utilities, stormwater drainage design, site furnishings, trail and path layout, landscape and restoration, and other applicable details and drawings to convey the 60% design to a level depicting details for permit applications.
2. Prepare and provide 60% draft specifications, cost estimate with estimated quantities updated for 60% deliverables, and updated BOD.
3. Prepare Stormwater Report to meet City's Storm Drainage Requirements, two rounds of comments and subsequent revisions are anticipated.
4. Prepare and attend a design review meeting with the City following City review to resolve questions on design and review comments provided by the City.
 - A. Take meeting notes.
 - B. Upon written consent from the City, proceed to 90% design.
5. Advance, prepare, and provide 90% design documents, draft specifications, cost estimate, construction schedule, and updated BOD and incorporate City review comments
6. Prepare and attend a design review meeting with the City to present the 90% design and review comments provided by the City for clarification
 - A. Take meeting notes.
 - B. Upon written consent from the City, proceed to final design/construction documents.
7. 60% and 90% plans are anticipated to include the following sheets.
 - A. Cover Sheet
 - B. General project information sheet(s)
 - C. Topographic Survey documenting existing conditions
 - D. Site Preparation and Demolition Plan
 - E. TESC (Temporary Erosion & Sedimentation Control Plan & Details (including rough grading)
 - F. Traffic Control during construction
 - G. Grading Plans (detailed grading)
 - H. Sidewalks, Trails and Frontage improvements – Plan, profile, cross sections for paving, ADA ramps
 - I. Stormwater Drainage and Utility Plans & Details
 - J. Layout Plan & Details - horizontal control of park and associated

- K. Landscape Planting Plan & Details
- L. Hardscape Materials & Furnishing Plans & Details
- M. Irrigation Plan & Details
- N. Vendor provided building plans & details for shelter
 - 1) The design team will coordinate with the shelter vendor to define the shelter design and coordinate the detailing with the park design. Vendor provided plans will be incorporated into the overall contract documentation for design review, bid and construction.
 - 2) The building permit for the shelter shall be coordinated and secured by the selected contractor after bidding.
- O. Playground equipment layout and details and Sport Court layout and details
- P. Community Garden Layout and details
- Q. Exhibits prepared during this Design Development:
 - 1) Draft Staging, Construction Access, and Laydown Areas
- 8. Prepare and provide 90% draft maintenance summary to outline maintenance tasks for specialty features (as directed by the City.)
 - A. The maintenance summary is anticipated to include:
 - 1) Recommendations on maintenance activities of park areas.
 - 1. General grounds maintenance
 - 2. Special stormwater features maintenance requirements (as applicable)
 - 3. Special landscape/feature area maintenance requirements (as applicable)

DELIVERABLES:

- 1. 60% Design plans and draft specifications.
- 2. 60% Construction cost estimate.
- 3. 60% BOD update.
- 4. Stormwater report.
- 5. 60% Meeting notes, attendance, and minutes.
- 6. 90% Design plans and draft specifications.
- 7. 90% Construction cost estimate.
- 8. 90% Construction schedule.
- 9. 90% BOD update.
- 10. 90% Maintenance summary.
- 11. 90% Meeting notes, attendance, and minutes.

ASSUMPTIONS:

- 1. Project Specifications will use City of Redmond Standard Specifications, supplemented with WSDOT's standard specifications as a basis with Special Provisions provided by the Consultant.
- 2. The City will take 3 weeks for review of 60% documents before providing consent to proceed to 90% design and provide compiled reviewer comments.
- 3. The City will take 3 weeks for review of 90% documents before providing consent to proceed to construction documents and provide compiled reviewer comments.
- 4. Detailed design and engineering of a custom shelter structure is not included in the project scope. If required, detailed design and engineering of a custom shelter structure as needed for construction and/or permitting shall be contracted directly by the City of Redmond with the shelter vendor

TASK 800 – CONSTRUCTION DOCUMENTS

The contract documents shall be drafted concurrently with the permit review and finalized after permit issuance.

The Consultant shall:

1. Advance, prepare and provide contract documents for the accepted coordinated design solution in sufficient scope, extent, detail, and format for construction level documents. All contract documents shall reflect the revisions of developments which occurred during the design development phase, and incorporate City review comments. The contract documents shall include:
 - A. Construction drawings and specifications sufficient to:
 - 1) Support approval of necessary construction permits.
 - 2) Be constructable and complete the project.
 - B. Technical specifications using WSDOT specification format calling for terms and conditions (especially measurement and payment), materials, equipment, execution, workmanship, and finishes for the project.
 - C. Reports, appendices, calculations, schedules, and other technical information necessary to supplement and support contract documents for construction permits approvals. Appendices to be prepared shall include:
 - 1) Checklist of contractor submittals, organized by pre-construction and during construction, and post-construction/closeout.
 - 2) Checklist of inspections and material testing required during construction (e.g., geotechnical engineer inspections, material testing, special inspections).
2. Provide final version of the following documents/exhibits:
 - A. Construction schedule.
 - B. Construction Phasing, if needed.
 - C. Staging, Construction Access, and Laydown Areas.
3. Update BOD with final design developments.
4. Provide final maintenance summary.
5. Provide the final construction cost estimate, revised to reflect current costs as well as modifications and additions made during this task.
6. Examine and check completed contract documents to verify completeness, accuracy and continuity between the City provided General Requirements and Special Provisions and the drawings and specifications.
7. Upon review and direction from the City and procurement, revise and correct contract documents and resubmit for final review, one round of revision has been anticipated to incorporate final City review comments.
8. Review the City supplied documentation for coordination with the project design and requirements. Minor modifications have been anticipated as a result of this review exercise.

DELIVERABLES:

1. Contract documents.
2. Construction schedule with estimated duration of construction activities.
3. Updated and Signed BOD.
4. Final maintenance summary.
5. Final construction cost estimate.
6. Final contract documents.

ASSUMPTIONS:

1. The documents will not be submitted to procurement to advance to the bid phase until they are complete and approved by the City.
2. Division 1 and Front End documents will be provided by the City, with review and comment by the Consultant.

TASK 900 – BID SERVICES

The Consultant shall:

1. Provide written technical input to respond to bidder questions received by the City.
2. Provide technical input which may include revised specifications or drawings for use in addenda. Revisions to the construction documents prepared by the design team are anticipated to be minor in nature.
3. Participate in and take meeting notes, action items at pre-bid.

DELIVERABLES:

1. Written response to bidder questions.
2. Revised documents for addenda, if needed.
3. Meeting notes, action items, and attendance.

ASSUMPTIONS:

1. The City will lead the bidding process including posting bid documents for bidders to access, receiving bid RFI's from bidders and transmitting them to the prime consultant for response, posting responses to bid RFI's to bidders, posting bid addendums to bidders, and receive bids.
2. Assume 1 addendum during bid period.

TASK 1000 – SERVICES DURING CONSTRUCTION – NOT INCLUDED IN SCOPE. TO BE DETERMINED PRIOR TO BID

The Consultant shall:

1. Provide Team Direction and Management through Construction and Closeout.
2. Meetings: Attend meetings with the City, Consultant team, and contractor. Assume weekly construction coordination meeting during Construction Phase.
3. Engineering Services during Construction.
 - A. Submittal Review: Perform submittal reviews from the Contractors for conformance with the contract documents.
 - B. RFI Review: Prepare technical responses to Contractor RFIs as directed by the City.
 - C. Change Order Review: Provide change order review assistance as directed by the City.
 - D. Summary of geotechnical conditions during construction: Inspect geotechnical conditions during construction and conduct supplemental geotechnical testing if needed.
 - E. Field visits to observe construction is generally in conformance with Contract Documents.
 - F. Final Acceptance Inspection: Provide technical services for final construction acceptance inspections directed by the City.
 - 1) Punch walk: Consultant will perform site visit to observe completed construction and identify any items requiring contractor remedy prior to final acceptance.
 - 2) Back punch walk will be performed to observe remedied conditions.

DELIVERABLES:

1. Submittal review documentation.
2. RFI review documentation
3. Change order review comments.
4. Punch walk site observation reports by discipline

TASK 1100 – CONSTRUCTION AND CLOSEOUT DOCUMENTATION – NOT INCLUDED IN SCOPE. TO BE DETERMINED AFTER FINAL DESIGN

The Consultant shall:

1. Perform review of contractor’s construction record documents, red-lines, operations and maintenance manuals, warranty documentation, and other construction documentation for conformance with the contract documents and City of Redmond CIP Project Submittal Process (approved 4/21/2025).

DELIVERABLES:

1. Provide record drawings to the City.
2. Provide Completed “Digital Submittal Checklist”.
3. One full size record drawing plan set in PDF format.

TASK 1200 – MANAGEMENT RESERVE

The Consultant may provide services which are unplanned, urgent, and/or critical to maintaining the project schedule and progress of the work. The work of this task must be specifically scoped, agreed to, and authorized in writing by the City prior to performing the work. Work areas may include but not be limited to:

1. Provide documentation for changes.
2. Provide graphics for project signage (as directed by the City)
 - 1) A Park sign
 - 2) An RCO sign (may be incorporated into the park sign)
 - 3) Educational Sign
3. City of Redmond Eco Score Requirements, if required.
4. Develop additional design drawings, concepts, specifications, or analysis.
5. Provide additional surveying, geotechnical, structural, electrical, or other field work.
6. Attend additional meetings and answer questions.
7. Prepare draft responses to project inquiries from the public, City or the City, and stakeholders.
8. Right-of-Way Permit for off-site utility pothole explorations.
9. On-site lighting.
10. Revised Wet Weather Permit.
11. Additional Structural components (if required and authorized by the City)
 - 1) Shelter Foundations
 - 2) Stormwater Detention Vault
 - 3) Light Pole Foundations

END OF SCOPE

Exhibit B
DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

See full details in Exhibit A

Standard: City of Redmond Datum Control, State Plan Coordinate System
Format: Basemap in CAD/Civil3D 2013 or higher
Transmission: SharePoint

B. Roadway Design Files

See full details in Exhibit A

Standard: City of Redmond
Format: Basemap in CAD/Civil3D 2013 or higher
Transmission: SharePoint

C. Computer Aided Drafting Files

See full details in Exhibit A

Standard: Consultant Drafting Standards
Format: Basemap in CAD/Civil3D 2013 or higher
Transmission: SharePoint

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

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

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

Deliverables outlined in Scope of Work Exhibit A

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

Agency furnished services and information outlined in Scope of Work Exhibit A

II. Any Other Electronic Files to Be Provided

Deliverables outlined in Scope of Work Exhibit A

III. Methods to Electronically Exchange Data

City
Masterworks

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

Exhibit D
Prime Consultant Cost Computations

See Exhibit D attached

Exhibit D

Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support
 Project Number: 2606
 Consultant: KPFF Consulting Engineers

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead		Fee	Total Hourly Rate	Total
			157.97%		(Profit) 25%		
Principal	466	\$ 98.88	\$156.20		\$24.72	\$279.801	\$130,387.14
Project Coordinator	234	\$ 44.44	\$70.20		\$11.11	\$125.752	\$29,425.94
Associate	260	\$ 89.84	\$141.92		\$22.46	\$254.220	\$66,097.26
Project Engineer	586	\$ 56.60	\$89.41		\$14.15	\$160.161	\$93,854.36
Design Engineer - Civil	562	\$ 46.88	\$74.06		\$11.72	\$132.656	\$74,552.86
Design Engineer - Structural	52	\$ 55.54	\$87.74		\$13.89	\$157.162	\$8,172.40
Senior Structural Engineer	32	\$ 89.84	\$141.92		\$22.46	\$254.220	\$8,135.05
Senior CAD Technician	344	\$ 62.90	\$99.36		\$15.73	\$177.988	\$61,227.92
Total Hours						Subtotal:	\$471,853
REIMBURSABLES							
Mileage							\$500
Reproduction (copies, plots, etc.)							\$250
Miscellaneous							\$100
Subtotal:							\$850
SUBCONSULTANT COSTS (See Exhibit E)							
Berger Partnership							\$341,822
DCW							\$24,450
Shannon & Wilson							\$74,692
True North							\$32,506
AQUA TERRA							\$14,041
TenW							\$17,130
Design TWO FOUR TWO SIX							\$16,000
Reyes							\$6,640
Subtotal:							\$527,281

Total: \$999,984

Management Reserve: 100,016

GRAND TOTAL: \$1,100,000

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed 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.

See Exhibit E and E1-E7 attached

EXHIBIT E

Subcontracted Work

Project Name: SE Redmond Park Design and Construction Support
Project Number: 2606
Consultant: KPFF Consulting Engineers

The City permits subcontracts for the following portions of work of the Agreement:

Subconsultant	Work Description	Amount
Berger Partnership	Landscape	\$341,822
DCW	Cost Estimating	\$24,450
Shannon & Wilson	Geotech	\$74,692
True North	Survey	\$32,506
AQUA TERRA	Archeological	\$14,041
TenW	Traffic	\$17,130
Design TWO FOUR TWO SIX	Irrigation	\$16,000
Reyes	Electrical	\$6,640
	Total:	\$527,281

Exhibit E

Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support
 Project Number: 2606
 Subconsultant: **Berger Partnership**
 Work Description: **Landscape**

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 197%	Fee (Profit) 25%	Total Hourly Rate	Total
Principal	106	\$ 76.92	\$151.46	\$19.23	\$247.61	\$26,247
Associate	716	\$ 57.69	\$113.60	\$14.42	\$185.71	\$132,968
Project Manager	433	\$ 42.55	\$83.79	\$10.64	\$136.97	\$59,309
Landscape Designer	1,044	\$ 32.36	\$63.72	\$8.09	\$104.17	\$108,754
Design Lead / QC	56	\$ 57.75	\$113.72	\$14.44	\$185.90	\$10,411
Administration	20	\$ 37.02	\$72.90	\$9.26	\$119.17	\$2,383
Total Hours						2,375
Subtotal:						\$340,072
REIMBURSABLES						
Mileage						\$500
Reproduction (copies, plots, etc.)						\$750
Miscellaneous						\$500
Subtotal:						\$1,750
SUBCONSULTANT COSTS						
Subtotal:						

Total: \$341,822

Exhibit E

Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support
 Project Number: 2606
 Subconsultant: **DCW**
 Work Description: **Cost Estimating**

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Managing Director	8	\$ 210.00			\$210	\$1,680
Sr. Project Manager	18	\$ 195.00			\$195	\$3,510
Sr. Associate	26	\$ 185.00			\$185	\$4,810
Cost Consultant	76	\$ 175.00			\$175	\$13,300
QC Administration	8	\$ 125.00			\$125	\$1,000
Total Hours		136			Subtotal:	\$24,300
REIMBURSABLES						
Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						\$150
					Subtotal:	\$150
SUBCONSULTANT COSTS						
					Subtotal:	

Total: \$24,450

Exhibit E

Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support
 Project Number: 2606
 Subconsultant: **Shannon & Wilson**
 Work Description: **Geotech**

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Vice President	54	\$ 282.01			\$282	\$15,229
Engineer III	274	\$ 132.17			\$132	\$36,215
CADD Technician	12	\$ 120.82			\$121	\$1,450
Administration	24	\$ 99.77			\$100	\$2,394
Total Hours	364				Subtotal:	\$55,287

REIMBURSABLES

Lab Testing						\$1,000
Drilling						\$18,205
Mileage & Tolls						\$200
Subtotal:						\$19,405

SUBCONSULTANT COSTS

Subtotal:						

Total: \$74,692

Exhibit E

Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support
 Project Number: 2606
 Subconsultant: **True North**
 Work Description: **Survey**

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Principal	4	\$ 230.00			\$230	\$920
Project Surveyor	18	\$ 192.00			\$192	\$3,456
Cadd Technician	56	\$ 160.00			\$160	\$8,960
Crew Chief	56	\$ 156.60			\$157	\$8,770
Instrument Person	56	\$ 113.40			\$113	\$6,350
GPS Person		\$ 210.00			\$210	
Office Manager	3	\$ 175.00			\$175	\$525
Administration	5	\$ 110.00			\$110.00	\$550
Total Hours						198
					Subtotal:	\$29,531
REIMBURSABLES						
Mileage						\$420
Locates						\$2,000
Miscellaneous						\$131
Recording Fees						\$424
					Subtotal:	\$2,975
SUBCONSULTANT COSTS						
						Subtotal:

Total: \$32,506

Exhibit E

Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support
 Project Number: 2606
 Subconsultant: **AQUA TERRA**
 Work Description: **Archeological**

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Project Manger	24	\$ 212.76			\$212.76	\$5,106.24
Sr. Archeologist	10	\$ 200.59			\$200.59	\$2,005.90
Team Lead	8	\$ 133.73			\$133.73	\$1,069.84
Archeologist	34	\$ 76.44			\$76.44	\$2,598.96
CR Specialist	44	\$ 69.54			\$69.54	\$3,059.76
Total Hours		120			Subtotal:	\$13,840.70
REIMBURSABLES						
Mileage						\$200
Reproduction (copies, plots, etc.)						
Miscellaneous						
					Subtotal:	\$200
SUBCONSULTANT COSTS						
					Subtotal:	

Total: \$14,040.70

Exhibit E

Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support
 Project Number: 2606
 Subconsultant: **TenW**
 Work Description: **Traffic**

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Principal	6	\$ 250.00			\$250	\$1,500
Sr. Project Manager	32	\$ 190.00			\$190	\$6,080
Engineer 1	60	\$ 150.00			\$150	\$9,000
Administration	4	\$ 100.00			\$100	\$400
Total Hours						102
					Subtotal:	\$16,980
REIMBURSABLES						
Mileage						\$150
Reproduction (copies, plots, etc.)						
Miscellaneous						
					Subtotal:	\$150
SUBCONSULTANT COSTS						
						Subtotal:

Total: \$17,130

Exhibit E

Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support
 Project Number: 2606
 Subconsultant: **Design TWO FOUR TWO SIX**
 Work Description: **Irrigation**

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Sr. Irrigation Designer	25	\$ 175.00			\$175.00	\$4,375.00
Irrigation Designer	93	\$ 125.00			\$125.00	\$11,625.00
Total Hours						118
					Subtotal:	\$16,000
REIMBURSABLES						
Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						
					Subtotal:	
SUBCONSULTANT COSTS						
					Subtotal:	

Total: \$16,000

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- 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

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

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Mayor or Mayor Designee

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; o
- 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

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 statues 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; an
 - 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

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

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has 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.

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.

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) total a \$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 meet 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.

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 associate 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



Memorandum

Date: 2/24/2026

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

File No. CM 26-117

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Cameron Zapata	Senior Park Planner
Parks	Lindsey Falkenburg	Park Planning Manager
Finance	Blake Ruiz	Senior Financial Analyst

TITLE:

Authorize the Mayor to Sign a Contract with King County for the Parks Property Tax Levy Agreement

OVERVIEW STATEMENT:

On August 5, 2025, King County voters approved ballot measure Proposition 1 to renew the King County Parks Levy for another six years starting January 1, 2026. These revenues are to maintain and improve parks, trails, and natural areas so they are safe, accessible, well-connected, and protected for all King County residents to enjoy.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2023 Park, Arts, Recreation Culture and Conservation (PARCC) Plan, Redmond 2050
- **Required:**
Council approval is required to accept funds.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

This agreement provides Redmond with a consistent funding source over the next six years to support Parks capital projects, and park system maintenance and operations. Funding will be distributed over the course of each year and is dependent on a number of varying factors such as population estimates, assessed property values and tax collection.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

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

If yes, explain:

Authorizing the Mayor to sign this agreement will allow the City of Redmond to continue receiving funding from the King County Parks Levy, which it has provided funding from since 2008.

Funding source(s):

King County Parks Property Tax Levy Agreement

Budget/Funding Constraints:

In order to accept the funds, authorization from the Mayor is required.

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
3/3/2026	Business Meeting	Approve

Time Constraints:

Levy proceeds are anticipated to be transferred to recipients with signed agreements in May 2026.

ANTICIPATED RESULT IF NOT APPROVED:

There would be a loss of funding, requiring Parks capital projects to rely on alternative funding sources, which could push projects further out and delay timelines.

ATTACHMENTS:

Attachment A: King County Ordinance 19922

Attachment B: Parks Property Tax Levy Agreement Between King County and City of Redmond



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19922

Proposed No. 2025-0130.1

Sponsors Dembowski, von Reichbauer
and Backus

1 AN ORDINANCE providing for the submission to the
2 qualified electors of King County at a special election to be
3 held in King County on August 5, 2025, of a proposition
4 authorizing a property tax levy in excess of the levy
5 limitation contained in chapter 84.55 RCW for a period of
6 six consecutive years, at a total rate of not more than
7 \$0.2329 per one thousand dollars of assessed valuation in
8 the first year and limiting annual levy increases by the King
9 County inflation plus population index published by the
10 King County office of economic and financial analysis, or
11 the chapter 84.55 RCW limitation, whichever is greater in
12 years two through six for the purpose of maintaining and
13 operating King County's open space system; improving
14 parks, recreation, access, and mobility in King County by
15 acquiring lands and continuing to develop and support
16 parks, recreation facilities, and regional trails; improving
17 parks and trails in and acquiring lands by metropolitan
18 parks districts, towns and cities in King County; funding
19 environmental education, maintenance and conservation

Ordinance 19922

20 programs at the Woodland Park Zoo; funding
21 environmental education, maintenance and conservation
22 programs at the Seattle Aquarium; funding development,
23 maintenance, and programming for Seattle's Waterfront
24 park; funding environmental and climate stewardship and
25 education at Pacific Science Center; funding a capital
26 project at Memorial Stadium; and funding capital
27 improvements at public pools, for all King County
28 residents; repealing Ordinance 19914, Section 1, Ordinance
29 19914, Section 2, Ordinance 19914, Section 3, Ordinance
30 19914, Section 4, Ordinance 19914, Section 5, Ordinance
31 19914, Section 6, Ordinance 19914, Section 7, Ordinance
32 19914, Section 8, Ordinance 19914, Section 9, and
33 Ordinance 19914, Section 10; and declaring an emergency.

34 STATEMENT OF FACTS:

35 1. King County owns and operates a system of regional and local parks
36 and trails that consists of thirty-two thousand acres of parklands and more
37 than one hundred eighty-five miles of regional trails. The county provides
38 regional trails, regional recreational facilities, regional natural areas,
39 regional parks, and local parks in unincorporated areas. Examples of
40 regional and local county parks and trails include Marymoor park, Cougar
41 Mountain Regional Wildland park, Steve Cox Memorial park, Dick

Ordinance 19922

42 Thurnau Memorial park, the Weyerhaeuser King County Aquatic Center,
43 and the Sammamish River trail.

44 2. Parks, natural areas, and trails contribute to a high quality of life. A
45 robust system of parks and trails provides: physical, social, and mental
46 health benefits to individuals; economic opportunity through recreation
47 and tourism; economic growth for private businesses that must attract and
48 retain skilled workers; increased climate resilience; environmental benefits
49 like clean water and healthy habitat; and cultural resource protection
50 through open space conservation. King County's open space system
51 provides all these benefits to King County residents and businesses.

52 3. Provision of urban green space, through parks or other investments
53 such as street trees, is particularly important to achieve the benefits listed
54 above. The addition of trees and plants to concrete-dominated urban areas
55 can help reduce the higher ambient temperatures in those areas, which are
56 anticipated to worsen as anthropogenic climate change progresses. That
57 contributes to health and quality of life for nearby residents, in addition to
58 providing additional capacity to sequester planet-warming greenhouse
59 gases.

60 4. The 2002 Parks Business Transition Plan, adopted by the King County
61 council and enacted by Ordinance 14509, became the blueprint for
62 establishing the regional open space system we have today. Building on
63 that blueprint, the county has adopted open space plans, which have
64 provided the framework guiding King County in the acquisition, planning,

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65 development, stewardship, maintenance, and management of its complex
66 system of parks, regional trails, and acres of open space. The latest open
67 space plan was updated in 2022 and adopted by Ordinance 19501.

68 5. In implementing the open space plan, the parks and recreation division
69 of the department of natural resources and parks has successfully focused
70 its lines of business on regional parks and trails, backcountry trails, natural
71 areas, and local parks in unincorporated King County and has
72 implemented business practices that generate revenue from park system
73 assets by implementing or increasing user fees and establishing corporate
74 and community partnerships that enhance park amenities and leverage
75 public and private dollars to improve parks and increase access to parks.

76 6. Consistent with the recommendations of past parks-related task forces
77 and community advisory committees, the county has sought voter-
78 approved levies on four prior occasions: in 2003, enacted by Ordinance
79 14586, to provide maintenance and operating funding for the parks and
80 recreation division for 2004 through 2007; in 2007, enacted by Ordinance
81 15759, to provide funding for maintenance and operations as well as
82 funding for open space acquisition, regional trail development, the
83 Woodland Park Zoo and for King County towns and cities for use in their
84 open space acquisition and trail projects for 2008 through 2013; in 2013,
85 enacted by Ordinance 17568, to provide funding for maintenance and
86 operations as well as for open space acquisition, asset maintenance and
87 improvement, parks and trails projects, the Woodland Park Zoo and for

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88 King County towns and cities to use for their parks and recreation for
89 2014 through 2019; and in 2019, enacted by Ordinance 18890, to provide
90 funding for maintenance and operations as well as for open space
91 acquisition, asset maintenance and improvement, parks and trails projects,
92 the Woodland Park Zoo, the Seattle Aquarium, aquatic facilities, and for
93 King County towns and cities to use for their parks and recreation for
94 2020 through 2025. Voters approved the funding measures on all four
95 occasions that they were on the ballot. The voter-approved levies have
96 helped keep the open space system clean, safe, and open.

97 7. Tribal nations are comanagers with the county in managing our shared
98 public lands, waters, and resources. The county recognizes that this
99 relationship is informed and guided by the treaty rights, which many tribes
100 exercise within King County. The department of natural resources and
101 parks has undertaken many actions with tribes as comanagers in an effort
102 to foster mutual respect, and establish regular and meaningful
103 communication, cooperation, and consultation with tribal officials in
104 developing and executing state and King County policies that have tribal
105 implications. The county has an ongoing goal to strengthen the
106 government-to-government relationship with tribes that share territory
107 with and have interests in King County

108 8. The 2020 through 2025 voter-approved parks, trails, and open space
109 replacement levy provides approximately eighty-five percent of the
110 operating budget of the parks and recreation division, with approximately

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111 fifteen percent generated through business activities and entrepreneurial
112 efforts. King County general fund support to the parks and recreation
113 division was eliminated as of 2011.

114 9. The community partnerships and grants program enacted by Ordinance
115 14509 enhances parks amenities by partnering with parks and recreation
116 organizations. Since the inception of the community partnership and grant
117 program in 2003, more than seventy projects representing more than
118 seventy million dollars' worth of new, enhanced, or preserved public
119 recreation facilities have been completed, with only twenty-two million
120 dollars of King County capital investment.

121 10. The Woodland Park Zoo received distributions from the past three
122 voter-approved levies to supplement zoo operating revenue for education
123 and conservation programs, horticulture and maintenance, and capital
124 improvements. Levy proceeds distributed to the zoo provided
125 environmental education, programming and transportation focusing on
126 accessibility for underserved areas, supported thousands of students-
127 annually, and benefitted residents throughout King County. Levy
128 proceeds also provided conservation and animal care for threatened
129 Pacific Northwest species.

130 11. The Seattle Aquarium received distributions from the past voter-
131 approved levy for capital costs for the Ocean Pavilion project to amplify
132 the aquarium's existing global conservation efforts by bringing visitors
133 face-to-face with tropical species native to the Coral Triangle and by

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134 housing approximately three thousand five hundred sustainably sourced
135 tropical fish and invertebrates, including rays, sharks, mangroves, and up
136 to thirty species of coral.

137 12. The Memorial Stadium project will create an innovative multi-
138 purpose student and community events facility at Seattle Center. That
139 transformative project will be led by Seattle Public Schools and the city of
140 Seattle, providing an improved venue for local and regional sports and
141 events.

142 13. The removal of the Alaskan Way Viaduct provided an unprecedented
143 opportunity to create new green space in the heart of Seattle. The
144 resulting waterfront park is a twenty-acre public space stretching from
145 Belltown to Pioneer Square, providing the entire region lasting economic,
146 social, and environmental benefits. Seattle's Waterfront park will link
147 iconic attractions including Olympic Sculpture park, Pike Place Market,
148 the Seattle Aquarium, the Colman Dock ferry terminal, Pioneer Square,
149 stadiums, and surrounding neighborhoods.

150 14. King County towns and cities received funding from the past three
151 voter-approved levies. In 2008 through 2013, towns and cities could use
152 levy proceeds for open space and natural lands acquisition and
153 development of town or city trail projects that supported connections to
154 the regional trail system with distributions being contingent upon an equal
155 or greater contribution of matching moneys from the recipient town or city
156 for the same project. In the 2014 through 2019 and the 2020 through 2025

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157 levies, types of uses for the distribution to King County towns and cities
158 were broadened to provide flexibility and better meet the parks and
159 recreation needs of cities.

160 15. Parks levy oversight committees were established to monitor the
161 expenditures of the proceeds from the 2004 through 2007, 2008 through
162 2013, 2014 through 2019, and 2020 through 2025 levies. Annual
163 committee review has concluded that the county has complied with all
164 levy requirements.

165 16. During the 2008 through 2013, 2014 through 2019, and 2020 through
166 2025 levy periods, the process for developing, reviewing, and
167 recommending potential conservation futures tax and parks levy
168 acquisition projects has maximized acquisitions for open space, natural
169 lands, and regional trail rights of way due to the similar objectives for the
170 conservation futures tax and parks levy acquisition programs. Parks levy
171 open space funding distributed to King County is a critical component of
172 match for county applications for conservation futures tax funding. The
173 process for conservation futures tax outlined in K.C.C. 26.12.010
174 maintains transparency, accessibility, and consistency of the distribution
175 of conservation futures tax and parks levy acquisition funds for the public,
176 stakeholder groups, government agencies, and officials.

177 17. King County is growing rapidly as a region. In 2024, King County's
178 population increased by more than thirty thousand people; over the next
179 ten years, the county is expected to grow by another two hundred fifty

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180 thousand people. Recent trend reports indicate that participation in
181 outdoor recreation continues to grow, increasing by more than four
182 percent nation-wide in 2023. More and more people are using King
183 County parks and trails, which puts greater pressure on the system. As
184 development increases to accommodate population growth, the risk of
185 losing open space lands, including urban greenspaces throughout the
186 county grows. Those valuable lands contribute to King County residents'
187 high quality of life. The cost of land to accommodate this growth and
188 preserve open spaces is also increasing. Today is the opportune time to
189 address future needs of residents by investing in our parks and trails and
190 accelerating conservation of open space.

191 18. In King County, many communities have experienced a history of
192 inequitable and limited regional investments in parks, recreation, and open
193 space, limiting the ability of residents to lead healthy lives.

194 Approximately five hundred thousand King County residents live without
195 ready access to parks, recreation, and open spaces. There is a need to
196 address disparities in access to parks, recreation, and open space for
197 traditionally underserved areas and communities, including people with
198 disabilities. This ordinance provides an opportunity to address parks and
199 recreation needs of these traditionally underserved areas and communities,
200 including people with disabilities.

201 19. Recognizing growth in population, increased use of parks and trails
202 and the need to address disparities, to prepare the 2026 through 2031 levy,

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203 the parks and recreation division conducted outreach to obtain feedback on
204 the current park system and future parks and recreation needs for all King
205 County residents. In March and April 2024, parks and recreation division
206 staff conducted twenty-one in-person and virtual community engagement
207 events and hosted two online surveys across eight languages. Participants
208 represented all geographic areas of the county including towns and cities,
209 business, recreation, community, and environmental interests. More than
210 four thousand eight hundred people across all nine King County Council
211 districts participated in the surveys. Parks and recreation division staff
212 also met with towns and cities, parks districts, and key partners to receive
213 additional feedback about the levy.

214 20. Feedback from engagement events, online surveys, and meetings
215 showed support for the King County open space system and defined
216 measures of success. Four themes emerged as top priorities: safety and
217 belonging; new parks, trails, recreation, and infrastructure; equity,
218 representation, inclusion, and access; and maintenance, repairs, and
219 staffing. Feedback supported funding for King County towns' and cities'
220 parks and recreation programs; expansion of the regional trails system;
221 and natural lands conservation.

222 21. From January through July 2024, parks and recreation division staff
223 convened a Community Advisory Committee tasked with recommending
224 how to preserve King County's open space system of parks, trails, and
225 natural areas and resource lands after the 2019 through 2025 levy expires.

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226 The Community Advisory Committee also advised staff about how best to
227 meet the growing parks and recreation needs in King County and the
228 region. Representing King County Boards, cities, non-profit
229 organizations, community and environmental interests, businesses, and
230 sports, the Community Advisory Committee met nine times to provide
231 guidance on developing the 2026 through 2031 levy.

232 22. The King County executive took into consideration information
233 obtained from this engagement, the region's growing population, increased
234 use of parks and trails across King County, and the lack of parks,
235 recreation, and open space in some communities, and has put forth this
236 ordinance that acknowledges the changing landscape and the need to grow
237 the open space system to keep up with regional demand. This ordinance is
238 also consistent with the goals and priorities of past levy task forces.

239 23. This proposal would exempt low-income seniors, disabled veterans,
240 and other people with disabilities from the regular property tax increase on
241 their residences resulting from a levy authorized by this ordinance if they
242 have been approved for an exemption under RCW 84.36.381.

243 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

244 **SECTION 1. Findings:**

245 A. On April 15, 2025, the county council adopted Ordinance 19914 to submit to
246 the voters at a special election to be held in King County on August 5, 2025, a
247 proposition authorizing a property tax levy in excess of the levy limitation contained in
248 chapter 84.55 RCW. Commonly referred to as the "Parks Levy," if passed by the voters,

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249 among the eligible levy expenditures would be direct distributions to cities, towns, and
250 municipal park districts.

251 B. Ordinance 19914, as enacted, contained an incorrect cross reference in Section
252 4.I.3.c. that would preclude distribution of approximately ninety-one million dollars, over
253 the life of the levy, to towns and cities, which is contrary to the intent of the council, and
254 contained an incorrect cross-reference in Section 7.B. that would result in omitting an
255 intended reporting requirement.

256 C. In accordance with RCW 29A.04.321, in order to submit a levy proposition to
257 the voters at the special election to be held in King County on August 5, 2025, an
258 effective ordinance must be presented to the county's elections department no later than
259 May 2, 2025.

260 D. In order to meet that deadline, the council must take action on this ordinance
261 on an emergency basis to ensure that the voters have the opportunity to consider the
262 correct and intended levy proposal at the August special election. If the levy proposal is
263 passed by the voters, the proceeds from the levy will continue and expand support of not
264 only the King County's open space system, but also the parks, trails, open space, and
265 recreational programs of all the county's cities and towns, and some municipal park
266 districts, as well as making investments in environmental education, the Woodland Park
267 Zoo, the Seattle Aquarium, Seattle's Waterfront park, the Pacific Science Center, and the
268 construction of a revitalized Memorial Stadium.

269 E. This ordinance repeals and replaces Ordinance 19914. Except for the
270 correction of the cross-references in the subsections that are now Section 5.I.3. and

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271 Section 8.B. of this ordinance, and the additions of this Findings section, the repeal
272 section, and the emergency declaration, this ordinance is identical to Ordinance 19914.

273 SECTION 2. Definitions. The definitions in this section apply throughout this
274 ordinance unless the context clearly requires otherwise. For those definitions herein that
275 contain terms not defined but include a reference to the 2022 Open Space Plan adopted
276 by Ordinance 19501, or the provisions of the Growth Management Act, chapter 36.70A
277 RCW, then the definition or categorization found in the referenced document shall apply.

278 A. "Aquatic facilities grants program" means the program through which King
279 County provides moneys to publicly owned pools for: capital improvement projects,
280 including planning, feasibility studies, preconstruction and design, and construction; and
281 major maintenance repair or replacement projects.

282 B. "Ballfield access and preservation grant program" means the program through
283 which King County provides moneys to eligible entities to increase public access to
284 ballfields.

285 C. "Community partnerships and grants program" means the program through
286 which King County provides moneys to recreation-oriented groups, sports associations,
287 and community-based organizations to undertake any combination of developing,
288 operating, or maintaining a recreation facility or public park in unincorporated King
289 County and King County towns and cities for public benefit.

290 D. "Conservation" means protection of natural areas, as defined in the county's
291 open space plan, natural resource lands, categorized in RCW 36.70A.170, from
292 development through fee or easement acquisition, restoration of natural functions, and
293 administration of incentives for landowners that voluntarily preserve open space.

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294 E. "Conservation futures tax program" means the program defined in K.C.C.
295 chapter 26.12.

296 F. "Educational and civic venues" means the Woodland Park Zoo, Seattle
297 Aquarium, Memorial Stadium, Seattle's Waterfront park, and Pacific Science Center.

298 G. "Get active/stay active grant program" means the program through which the
299 King County council provides councilmanic grant awards for youth or amateur sport
300 activities or facilities.

301 H. "Healthy community and parks grants program" means the program through
302 which King County provides moneys to eligible entities in order to achieve equitable
303 opportunities and access to parks and recreation for traditionally underserved areas and
304 communities, including people with disabilities, located in unincorporated King County
305 and King County towns and cities.

306 I. "Levy" means the levy of regular property taxes for the specific purposes and
307 term provided in this ordinance and authorized by the electorate in accordance with state
308 law.

309 J. "Levy proceeds" means the principal amount of moneys raised by the levy, any
310 interest earnings on the moneys, and the proceeds of any interim financing following
311 authorization of the levy.

312 K. "Limit factor" means the most recent published King County office of
313 economic and financial analysis King County inflation plus population index, or the
314 limitation contained in chapter 84.55 RCW, whichever is greater.

315 L. "Open space system" means the categories of King County's open space
316 system of parks, including recreation and multiuse sites, regional trails, natural areas, and

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317 natural resource lands. "Open space system" also includes structures or buildings owned
318 or otherwise under the jurisdiction of the parks and recreation division of the department
319 of natural resources.

320 M. "Open space" means any land defined as part of the open space system or a
321 parks district, town, or city parks system.

322 N. "Parks district" means the active metropolitan park districts under chapter
323 35.61 RCW and parks and recreation service areas under chapter 36.68 RCW in King
324 County.

325 O. "Town or city parks system" means any building or other structure related to
326 parks or recreation; parks, trails, natural areas, natural resource lands, and other parks or
327 recreation property owned or otherwise under the jurisdiction of a town or city within
328 King County.

329 **SECTION 3. Levy submittal to voters.** To provide necessary moneys for the
330 purposes identified in section 5 of this ordinance, the King County council shall submit to
331 the qualified electors of the county a proposition authorizing a regular property tax levy
332 in excess of the levy limitation contained in chapter 84.55 RCW for six consecutive
333 years, with collection commencing in 2026, at a rate not to exceed \$0.2329 per one
334 thousand dollars of assessed value in the first year of the levy period. The dollar amount
335 of the levy in the first year shall be the base upon which the levy amounts in year two
336 through six shall be calculated. In accordance with RCW 84.55.050, this levy shall be a
337 regular property tax levy subject to the limit factor.

338 **SECTION 4. Deposit of levy proceeds.** The levy proceeds shall be deposited
339 into a dedicated subfund of the parks and recreation fund, or its successor.

340 **SECTION 5. Eligible expenditures.** If approved by the qualified electors of the
341 county, levy proceeds shall be used for the following purposes:

342 A. Costs incurred by the county that are attributable to the special election called
343 for in section 6 of this ordinance as well as future parks, recreation, trails, and open space
344 levy elections;

345 B. Distributions to educational and civic venues, limited to the following
346 facilities:

347 1. Up to forty million dollars for distribution to the Woodland Park Zoological
348 Society which shall be used solely for: environmental education with an emphasis on
349 accessibility to traditionally underserved areas and communities, including people with
350 disabilities; horticulture and maintenance of buildings and grounds; conservation of
351 threatened species; and development of conservation and education strategies to mitigate
352 impacts to animals and habitats from climate change;

353 2. Up to twelve million dollars for distribution to the Seattle Aquarium which
354 shall be used solely for: environmental education with an emphasis on accessibility to
355 traditionally underserved areas and communities, including people with disabilities;
356 maintenance of buildings and grounds; conservation of threatened species; and
357 development of conservation and education strategies to mitigate impacts to animals and
358 habitats from climate change;

359 3. Up to two million five-hundred thousand dollars for distribution to the city of
360 Seattle, which shall be used solely for capital costs for the Memorial Stadium project;

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361 4. Up to six million dollars for distribution to the Pacific Science Center, which
362 shall be used solely for capital or operations and maintenance purposes relating to
363 environmental and climate stewardship and education; and

364 5. Up to six million dollars for distribution to the 501(c)(3) organization,
365 registered with the Washington secretary of state under number 1133863 and known as
366 Friends of Waterfront Park or its successor 501(c)(3) organization registered with the
367 Washington secretary of state, which shall be used solely at Seattle's Waterfront park, and
368 which shall be used solely for: accessibility to the park for traditionally underserved
369 areas and communities, including people with disabilities; support for a clean and safe
370 environment; free arts, culture, wellness, and recreation programming to all visitors; and
371 development of inclusive community partnerships;

372 C. Twenty-five million twenty-five thousand dollars for a municipal parks capital
373 and open space pass through distribution to towns and cities in King County for their
374 town or city parks system operations and capital improvement projects. These moneys
375 shall be distributed based on 2025 population and presence of opportunity areas as
376 defined in K.C.C. 26.12.003.J.1., as follows:

- 377 1. Algona and Pacific – two hundred fifty thousand dollars each;
- 378 2. Enumclaw – five hundred thousand dollars;
- 379 3. Tukwila, SeaTac, Des Moines, and Burien – one million dollars each;
- 380 4. Auburn, Federal Way, Renton, and Kent – one million nine-hundred fifty
381 thousand dollars each;
- 382 5. Seattle – two million eight-hundred thousand dollars;

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383 6. Skykomish, Beaux Arts Village, Hunts Point, Yarrow Point, Milton,
384 Carnation, Medina, Clyde Hill, Normandy Park, Black Diamond, North Bend, and Duvall
385 – one hundred twenty-five thousand dollars each;

386 7. Lake Forest Park, Newcastle, Woodinville, and Snoqualmie – two hundred
387 fifty thousand dollars each;

388 8. Covington, Kenmore, Mercer Island, Maple Valley, Bothell, Issaquah,
389 Shoreline, and Sammamish – five hundred thousand dollars each; and

390 9. Redmond, Kirkland, and Bellevue – nine hundred seventy-five thousand
391 dollars each.

392 D. Up to sixty-eight million dollars for aquatic facilities, limited to the following:

393 1. Up to forty-six million dollars for the aquatic facilities grant program; and

394 2. Up to twenty-two million dollars for the Weyerhaeuser King County Aquatic
395 Center for major maintenance capital projects;

396 E. Up to ten million dollars for the Get Active/Stay Active grant program, to be
397 divided evenly among the nine council districts;

398 F. At least thirty million dollars for distribution to eligible entities for the healthy
399 communities and parks grant program;

400 G. Up to twelve million five-hundred thousand dollars for distribution to eligible
401 entities for the community partnerships and grants program;

402 H. Up to thirteen million five-hundred thousand dollars for distribution to eligible
403 entities for the ballfield access and preservation grant program;

404 I. The remainder of levy proceeds for the following purposes:

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- 405 1. forty percent of levy proceeds for maintenance and operations of King
406 County's open space system;
- 407 2. fifty percent of levy proceeds for:
- 408 a. Acquisition, conservation, and stewardship of additional open space,
409 including urban greenspaces, natural areas, natural resource lands, and rights of way for
410 regional trails;
- 411 b. Acquisition of rights of way for and development of regional and other
412 publicly owned trails; and
- 413 c. Capital improvement projects and major maintenance repair or replacement
414 of open space system infrastructure, town and city parks system infrastructure, and
415 recreation facilities owned or operated by a 501(c)(3) nonprofit organization;
- 416 3. Ten percent of levy proceeds for distribution to towns, cities, and parks
417 districts in King County for their town or city parks system operations and capital
418 improvement projects, of which amount:
- 419 a. Seventy-five thousand dollars shall be distributed annually to each town and
420 city, and to each of the following parks districts that predominantly serve unincorporated
421 King County: Fall City Metropolitan Park District; Si View Metropolitan Park District;
422 and Vashon Park District;
- 423 b. An additional fifty-thousand dollars shall be distributed annually to each
424 town and city with a population of over four thousand; and
- 425 c. Of the remainder of levy proceeds, after the distributions made in
426 accordance with subsection I.3.a. and b. of this section, sixty percent shall be distributed

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427 in proportion to each town or city's population and forty percent shall be distributed in
 428 proportion to the assessed value of parcels within each town or city;

429 4. Of the levy proceeds distributed to entities other than King County, a portion
 430 shall be retained by the county to be used for expenditures related to administration of the
 431 distribution of levy proceeds. Eligible administrative expenditures shall include all costs
 432 and charges to the parks and recreation division or the county associated with or
 433 attributable to the purposes listed in this section as well as sections 7 and 8 of this
 434 ordinance.

435 SECTION 6. Call for special election. In accordance with RCW 29A.04.321,
 436 the King County council hereby calls for a special election to be held in conjunction with
 437 the primary election on August 5, 2025, to consider a proposition authorizing a regular
 438 property tax levy for the purposes described in this ordinance. The King County director
 439 of elections shall cause notice to be given of this ordinance in accordance with the state
 440 constitution and general law and to submit to the qualified electors of the county, at the
 441 said special county election, the proposition hereinafter set forth. The clerk of the council
 442 shall certify that proposition to the King County director of elections in substantially the
 443 following form, with such additions, deletions or modifications as may be required for
 444 the proposition listed below by the prosecuting attorney:

445 King County

446 Proposition No. 1

447 Parks, Recreation, Trails, and Open Space Levy

448 The King County council adopted Ordinance _____ replacing the expiring parks levy.

449 If approved, this proposition supports county, city, park district, and town parks, open

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450 space, and trails; recreation; public pools; and educational and civic venues. It authorizes
451 an additional six-year property tax beginning in 2026 at \$0.2329 per \$1,000 of assessed
452 valuation, uses the 2026 levy amount to compute annual increases in 2027-2031 by the
453 King County inflation plus population index or chapter 84.55 RCW limitation, whichever
454 is greater, and exempts qualifying seniors, veterans, and disabled persons under RCW
455 84.36.381. Should this proposition be:

456 Approved? _

457 Rejected? _

458 **SECTION 7. Distributions.** Before distribution of levy proceeds to an entity
459 other than King County, the receiving entity and the county shall have fully executed a
460 contract setting forth the terms and conditions, including the applicable eligible purpose
461 or purposes identified in section 5 of this ordinance, under which the entity is receiving a
462 distribution of levy proceeds.

463 **SECTION 8. Parks levy oversight board established.**

464 A. If the proposition in section 6 of this ordinance is approved by the qualified
465 electors of King County, a parks levy oversight board shall be appointed by the
466 executive. The board shall consist of nine members. By March 31, 2026, each
467 councilmember shall nominate a candidate for the board who resides in the
468 councilmember's district. If, by March 31, 2026, the executive does not appoint the
469 person nominated by a councilmember, the executive must request that the
470 councilmember should, by June 30, 2026, nominate another candidate for appointment.
471 Members shall be confirmed by the council. Members may not be elected or appointed

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472 officials of any unit of government, except that individuals serving in a civic capacity on
473 a local board or commission would be eligible to serve on the parks levy oversight board.

474 B. The board shall review the allocation of levy proceeds and progress on
475 achieving the purposes of this proposition. On or before December 31, 2027, the board
476 shall review and report to the King County executive, the King County council and the
477 regional policy committee on the expenditure of levy proceeds for 2026. Thereafter, the
478 board shall review and report to the King County executive, the King County council and
479 the regional policy committee annually. Each report shall include an accounting of levy
480 spending by King County council district and ZIP Code, grouped by purposes described in
481 section 5.B. through I.3. of this ordinance. Any report to the King County council under
482 this section shall be electronically filed with the clerk of the council, who will retain an
483 electronic copy and provide an electronic copy to all councilmembers, the council chief
484 of staff, and the chief policy officer. The board expires December 31, 2032.

485 **SECTION 9. Exemption.** The additional regular property taxes authorized by
486 this ordinance shall be included in any real property tax exemption authorized by RCW
487 84.36.381.

488 **SECTION 10. Ratification.** Certification of the proposition by the clerk of the
489 King County council to the director of elections in accordance with law before the
490 election on August 5, 2025, and any other acts consistent with the authority and before
491 the effective date of this ordinance are hereby ratified and confirmed.

492 **SECTION 11.** The following are hereby repealed:

493 A. Ordinance 19914, Section 1;

494 B. Ordinance 19914, Section 2;

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495 C. Ordinance 19914, Section 3;

496 D. Ordinance 19914, Section 4;

497 E. Ordinance 19914, Section 5;

498 F. Ordinance 19914, Section 6;

499 G. Ordinance 19914, Section 7;

500 H. Ordinance 19914, Section 8;

501 I. Ordinance 19914, Section 9; and

502 J. Ordinance 19914, Section 10.

503 SECTION 12. **Severability.** If any provision of this ordinance or its application

504 to any person or circumstance is held invalid, the remainder of the ordinance or the

505 application of the provision to other persons or circumstances is not affected.

506 SECTION 13. The county council finds as a fact and declares that an emergency

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507 exists and that this ordinance is necessary for the immediate preservation of public peace,
508 health or safety or for the support of county government and its existing public institutions.

Ordinance 19922 was introduced on 4/29/2025 and passed by the Metropolitan King County Council on 4/29/2025, by the following vote:

Yes: 7 - Balducci, Barón, Dembowski, Mosqueda, Quinn, von Reichbauer and Zahilay
No: 1 - Dunn
Excused: 1 - Perry

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:

1AEA3C5077F8485...
Girmay Zahilay, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Hay, Clerk of the Council

Attachments: None

Certificate Of Completion

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Signer Events

Girmay Zahilay

girmay.zahilay@kingcounty.gov

Council Chair

Security Level: Email, Account Authentication (None)

Signature

Signed by:

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Electronic Record and Signature Disclosure:

Accepted: 4/29/2025 4:24:06 PM

ID: 3252c430-80ee-4962-b301-78f9e0281b25

Melani Hay

melani.hay@kingcounty.gov

Clerk of the Council

King County Council

Security Level: Email, Account Authentication (None)

DocuSigned by:

8DE1BB375AD3422...

Sent: 4/29/2025 4:24:21 PM

Viewed: 4/30/2025 7:33:04 AM

Signed: 4/30/2025 7:33:16 AM

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.222.20

Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:27:12 AM

ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/29/2025 3:48:25 PM
Certified Delivered	Security Checked	4/30/2025 7:33:04 AM
Signing Complete	Security Checked	4/30/2025 7:33:16 AM
Completed	Security Checked	4/30/2025 7:33:16 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.

PARKS PROPERTY TAX LEVY AGREEMENT

between

KING COUNTY & CITY OF REDMOND

This Parks Property Tax Levy Agreement (“Agreement”) is made and entered by and between KING COUNTY, a political subdivision of the state of Washington (the “County”) and the City of Redmond, a State of Washington municipal corporation (“CITY”). The County and the City are singularly referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

- A. The County owns and operates a system of regional and local parks and trails that consists of thirty-two thousand (32,000) acres of parklands and more than one hundred eighty-five (185) miles of regional trails. In addition, the County provides regional trails, regional recreational facilities, regional natural areas, regional parks, and local parks in unincorporated areas.
- B. Since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets. Consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban, unincorporated areas as these areas incorporate or annex to cities.
- C. On April 29, 2025, the King County Council adopted Ordinance 19922 which called for a special election in accordance with RCW 29A.04.321 to authorize a property tax levy in excess of the levy limitation contained in 84.55 RCW for a period of six (6) years for specified park purposes.
- D. On August 5, 2025, King County voters approved Proposition No. 1 Parks Levy that authorized an additional six year property tax levy at a rate of \$0.2329 per one thousand dollars of assessed valuation in the first year and limiting annual levy increases by the King County inflation plus population index published by the King County office of economic and financial analysis, or the chapter 84.55 RCW limitation, whichever is greater in years two through six for the purpose of maintaining and operating King County's open space system; improving parks, recreation, access, and mobility in King County by acquiring lands and continuing to develop and support parks, recreation facilities, and regional trails; improving parks and trails in and acquiring lands by metropolitan parks districts, towns and cities in King County; funding environmental education, maintenance and conservation programs at the Woodland Park Zoo; funding environmental education, maintenance and conservation programs at the Seattle Aquarium; funding development, maintenance, and programming for Seattle's Waterfront park; funding environmental and climate stewardship and education at Pacific Science Center; funding a capital project at Memorial Stadium; and funding capital improvements at public pools, for all King County residents.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
 - A. “Annual Report” shall mean the annual report prepared by the CITY and provided to the County annually by May 31st beginning in 2027 setting forth a summary of CITY Projects for the preceding year, along with a complete financial accounting for the use of the CITY’S Share, along with a listing of all capital investments made at the CITY funded in whole or in part by County Levy Proceeds, and for the 2026 annual report the CITY shall identify the dollar amount of the CITY's Existing Funds.
 - B. “CITY” shall mean the City of Redmond, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
 - C. “CITY Parks System” shall mean any building or other structure related to parks or recreation, parks, trails, open space, such as natural areas and resource or ecological lands and other parks or recreation property owned or otherwise under the jurisdiction of the CITY.
 - D. “City and Park District Proceeds” shall mean ten percent (10%) of the total County Levy Proceeds collected by King County, net the amounts specified and allocated in Ordinance 19922 Sections 5A-I, and any interest earnings on these funds.
 - E. “CITY Projects” shall mean CITY Parks System operations and capital improvement projects consistent with Ordinance 19922.
 - F. “CITY’S Share” shall mean the CITY’s proportionate share of the City and Park District Proceeds as authorized by Ordinance 19922 Section 5C and 5I, subject to County Council appropriation.
 - G. “County” shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
 - H. “County Council” shall mean the County Council of King County, State of Washington.
 - I. “County Levy” means the annual King County property tax levy for park purposes imposed by the King County Council and authorized by Proposition No. 1 Parks Levy that was approved by the County voters on August 5, 2025 and replaced a levy expiring at the end of 2025.

- J. “County Levy Proceeds” shall mean the principal amount of the County Levy collected by the County.
 - K. “Executive” shall mean the King County Executive or their functional successor.
 - L. “Existing funds” shall have the meaning, as defined by RCW 84.55.050.
2. Term of Agreement. The term of this Agreement (the “Term”) shall be for a period commencing upon signature by both parties (the “Commencement Date”), and expiring on December 31, 2031 (the “Termination Date”).
 3. Receipt of County Levy Proceeds.
 - A. General Distribution. Each year the County shall distribute the CITY's Share to the CITY as authorized by Ordinance 19922, subject to County Council appropriation.
 - B. Receipt and Distribution of Levy Proceeds.
 1. Payment Schedule. Beginning in 2026 and through 2031, the County shall transfer the CITY's Share to the CITY on a semi-annual basis, generally in the months of May and November. The annual amounts transferred shall never exceed the CITY's proportionate share of the City and Park District Proceeds actually collected and appropriated by King County.
 2. Administrative Fee. The Parties agree that the County has authority to deduct a portion from City and Park District Proceeds for eligible expenditures related to the administration of the distribution of County Levy Proceeds, consistent with Ordinance 19922.
 4. Use of County Levy Proceeds. The CITY shall only use the transferred CITY'S Share for its CITY Projects. On or before May 31st of each year throughout the Term of this Agreement, the CITY shall provide the County with a copy of the Annual Report and provide any further documentation showing that the CITY'S Share was expended on CITY Projects. The CITY shall maintain financial records to account separately for the CITY'S Share.
 5. Representations and Warranties. The CITY represents and warrants that all of the CITY'S Share received by the CITY shall be used only for specific CITY Projects as defined in this Agreement. The CITY represents and warrants that all CITY Projects shall be consistent with the requirements in King County Ordinance 19922. The CITY represents and warrants that in addition to the CITY'S Share, the CITY shall annually expend on CITY Projects an amount equal to the CITY's Existing Funds.
 6. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the CITY Park System during the Term shall

be and remain the properties of CITY and shall not be deemed property of the County under any circumstances.

7. Notices. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated upon actual receipt. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to the CITY:

CITY's Contact and Title: _____

City Name: _____

Mailing Address: _____

City, State, Zip Code: _____

If to King County:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-6500
Seattle, WA 98104
wjimenez@kingcounty.gov
kcparks.legalnotices@kingcounty.gov

8. Compliance with Laws. The CITY shall comply and conform with all applicable laws and all governmental regulations, rules, and orders.
9. CITY Agreement to Comply with Audit Finding or Repay. The CITY agrees that it is financially responsible for the lawful use of the levy funds distributed under this contract. The CITY agrees that if the State Auditor makes an audit finding that the levy funds have not been spent properly, the CITY shall comply with the State Auditor's audit finding and correct any improper expenditure or, at the sole discretion of the County, repay any indicated amounts to the County. This duty to comply with the audit finding or repay shall not be diminished or extinguished by the prior termination of this Agreement and shall survive the termination of this Agreement.
10. Miscellaneous.
 - A. Liability of the County. The County's obligations to the CITY under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other

- provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
- B. Dispute Resolution. In the event of a dispute between the CITY and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the CITY (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the CITY (representatives) and County (representatives) are unable to reach a mutual resolution, the Executive and the mayor, or their respective designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution (“ADR”) procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by the mutual agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and the mediator’s recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available. Any disputes involving the lawful expenditure of levy proceeds shall be resolved by King County Superior Court if the parties cannot agree.
- C. No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party’s right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.
- D. Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference

- and such captions in no way define or limit the scope or intent of any provision of this Agreement.
- E. Successors and Assigns. The terms, covenants, and conditions contained in this Agreement shall bind and inure to the benefit of the County and the CITY and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.
 - F. Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.
 - G. Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.
 - H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - I. Time of Essence. Time is of the essence of each provision of this Agreement.
 - J. Signage. For each completed capital project funded with County Levy Proceeds, the CITY shall install a permanent sign at a common access point of the park facility's premises that shall include the following language: **This project was funded (or as applicable, funded in part) with proceeds from the voter-approved King County Parks Levy in August 2025 under an Agreement with King County parks and Recreation Division.** If the CITY has not installed its own sign the City shall install a sign provided by the County.
 - K. Reporting. The CITY should report major milestones, such as groundbreakings and opening dates, thirty (30) calendar days prior to such milestone to King County Parks and the King County councilmember who represents the CITY's County Council district. The CITY can mail or deliver reports to both King County Parks and the current King County Council councilmember at:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-6500
Seattle, WA 98104
wjimenez@kingcounty.gov
kcparks.legalnotices@kingcounty.gov

Councilmember(s): _____
In care of King County Council Clerk
Room 1200
516 3rd Avenue
Seattle, WA 98104
clerk.council@kingcounty.gov

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

KING COUNTY, a Washington municipal corporation

CITY OF REDMOND, a Washington municipal corporation

By _____

By _____

Its _____

Its _____

Date _____

Date _____

By authority of Ordinance No. 19922



Memorandum

Date: 2/24/2026

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

File No. CM 26-116

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Erica Chua	Recreation Manager
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TITLE:

Recreation Program Plan Overview

OVERVIEW STATEMENT:

The City of Redmond is proud to present its first-ever Recreation Program Plan, a milestone that establishes a clear, community-driven vision for the future of recreation programs and services. Developed in partnership with PROS Consulting, this plan reflects extensive community engagement and careful analysis of today’s needs, interests, and priorities. Staff is looking to gather council questions and initial feedback in preparation for the March 24 Study Session. At that session, staff and PROS Consulting will present key themes from community engagement to date and seek Council’s input to help shape the plan and the future of recreation in Redmond.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2017/2023 PARCC Plan, Redmond 2050, Cost of Service Policy
- **Required:**
NA
- **Council Request:**
NA
- **Other Key Facts:**
Seeking City Council feedback on the Recreation Program Plan for the March 24 Study Session

OUTCOMES:

A comprehensive recreation program plan that reviews demographics, community needs, and key trends allows the City to make informed, strategic decisions about how resources are allocated. By aligning programs with who the community is today and how it is changing. We hope we can improve participation, advance equity, and ensure services remain relevant and sustainable over time.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- Timeline (previous or planned):**
 May 2025: Contract Approval by City Council
 June 2025: Kick Off of Recreation Program Plan Project
 June-November 2025: Community Engagement
 November 2025-January 2026: Program Analysis
 January-March 2026: Recreation Program Plan Review
 April-December 2026: Recreation Program Plan Implementation
- Outreach Methods and Results:**
 Key stakeholder interviews and focus groups, statistically valid survey, social pinpoint website that provided for a public online survey, mapping tool, and recreation vision sharing.
- Feedback Summary:**
 Community feedback indicates that Redmond’s parks and facilities are highly utilized and well regarded, with 94% of respondents visiting a park or recreation facility in the past year and 90% rating quality as good or excellent. While program quality is also rated highly by participants (90% good or excellent), only 39% of respondents reported participating in a recreation program or event, suggesting potential challenges related to awareness or access to program information. The highest areas of unmet demand identified were adult fitness and wellness, outdoor recreation and adventure, nature and environmental education, special events, and adult arts and performing arts.

BUDGET IMPACT:

Total Cost:
\$74,255

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000311

Budget Priority:
One-Time Service Enhancements

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

If yes, explain:
NA

Funding source(s):
General Fund

Budget/Funding Constraints:

NA

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/6/2025	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/24/2026	Study Session	Provide Direction

Time Constraints:

This item is a one-time service enhancement in the 2025-2026 budget. Completion in this timeframe dictates implementation of the plan by end Q2 2025. Delays could push this work into the next biennium.

ANTICIPATED RESULT IF NOT APPROVED:

The Recreation Division would be unable to ensure a citywide, comprehensive approach that provides alignment with the PARCC Plan, Cost of Service Policy, and Redmond 2050.

ATTACHMENTS:

N/A



Memorandum

Date: 2/24/2026

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

File No. CM 26-106

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-979-8280
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DEPARTMENT STAFF:

Parks	Lindsey Falkenburg	Parks Planning Manager
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TITLE:

Parks Signage and Wayfinding Standards and Strategy Plan Update

OVERVIEW STATEMENT:

Toole Design Group, LLC, and City Staff have conducted a thorough assessment of current and existing signage and wayfinding in Redmond, as well as conducted stakeholder engagement with diverse Redmond residents, regional jurisdictions, non-profits, and Parks, Trails, and Recreation Commission representatives. Staff are looking to gather council questions in preparation for the March 24 Study Session, where key themes from community engagement will be presented and staff will seek Council’s input to help shape the signage and wayfinding plan.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2023 Parks, Arts, Recreation, Culture and Conservation Plan, Redmond 2050
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The assessment and stakeholder engagement to date is meant to inform a standards and strategic implementation plan

to support a cohesive and coherent signage and wayfinding system within parks and at specific Citywide points of interest.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
 January 29th, 2026: Community Conversation on Parks Signage & Wayfinding with Redmond Resident Stakeholder Group
 February 3rd, 2026: Inter-Jurisdictional and Organizational Wayfinding Coordination Workshop with the City of Redmond
 February 4th, 2026: Operations and Maintenance Signage and Wayfinding Stakeholder Group
- **Outreach Methods and Results:**
 N/A
- **Feedback Summary:**
 Stakeholders provided feedback on accessibility, inclusion, sign hierarchy, regional coordination, materials, maintenance, and more. Additional information will be shared during update.

BUDGET IMPACT:

Total Cost:
\$99,997

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000284

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 - One Time Service Enhancement

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date: 2/24/2026

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

File No. CM 26-106

Type: Committee Memo

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/24/2026	Study Session	Provide Direction

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

N/A



Memorandum

Date: 2/24/2026

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

File No. CM 26-111

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Laurel Williams	Events Program Coordinator
Parks	Lindsey Tusing	Marketing and Events Supervisor
Parks	Brittany Pratt	Recreation Business Manager
Parks	Zach Houvener	Deputy Director

TITLE:

Redmond Lights Event Recap 2025

OVERVIEW STATEMENT:

Redmond Lights is an annual signature, month-long event celebrating art and light. This year’s festival showcased illuminated temporary public art and hundreds of holiday lights from December 6 to January 5. Historically held in one park, Redmond Lights expanded to include both Downtown Park and Esterra Park in 2025. The month-long celebration began with a Kick-Off Event on Saturday, December 6 at Downtown Park and Redmond Town Center.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2023 PARCC Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Redmond Lights 2025 supported the following PARCC Plan priorities: "EXPAND ACCESS FOR ALL," "BUILD STRONG COMMUNITIES," and "PROTECT THE NATURAL ENVIRONMENT." By expanding to include a privately owned public space, Esterra Park, the event also contributed to goals around activating urban parks.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• **Timeline (previous or planned):**

Outreach to local businesses and community organizations - Sept. 2025 to Nov. 2025

Outreach to prospective attendees - Oct. 2025 to Dec. 2025

• **Outreach Methods and Results:**

- Email outreach
- Dedicated website
- Social media campaign
- E-News
- Posters and banners
- News release
- Our Stories video
- Utility bill inserts
- Postcards

• **Feedback Summary:**

Of the event attendees who completed the Redmond Lights questionnaire:

- 89% said they are likely or very likely to attend Redmond Lights again in the future

Participating businesses and community organizations completed a separate feedback survey:

- 100% said they had a positive return on investment
- 100% would participate again

BUDGET IMPACT:

Total Cost:

\$167,805.66

Approved in current biennial budget:

Yes

No

N/A

Budget Offer Number:

0000138 - Arts & Community Events

Budget Priority:

Vibrant & Connected

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

If yes, explain:

N/A

Funding source(s):

- Arts Activity Fund (011)
 - Cultural Arts Activations LTAC Grant - \$50,000
 - Arts Activity Fund - \$57
- Events Activity Fund (013)
 - LTAC Grant - \$50,000
 - Sponsorships - \$70,250
- Event Fees (013)
 - Activity booth fees - \$4,800

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/13/2025	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

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:

Councilmembers may not have sufficient information to accurately evaluate the event’s impacts or provide informed guidance for future planning and improvements.

ATTACHMENTS:

Attachment A: Redmond Lights 2025 Recap

Redmond Lights 2025 Recap

Overview

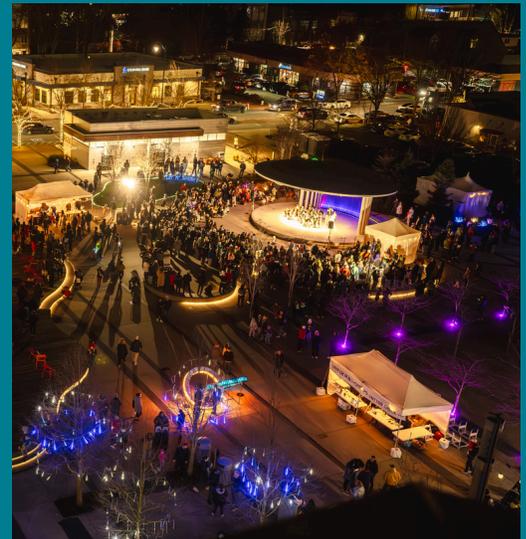
Redmond Lights is a free annual celebration of art and light. Branded with illuminated temporary public art and hundreds of string lights, the event lit up Downtown Park and Esterra Park during the darkest nights of winter from December 6 to January 5. The month-long celebration began with the Kick-Off Event featuring live performances and activities made possible by local businesses, non-profits, sponsors, and partners.

Community Engagement

- 12 local performance groups provided live entertainment
- 13 regional artists designed temporary public art installations
- 19 local business, 16 non-profits, and four COR divisions hosted free activities
- 70 community members volunteered
- 10,000 people attended the first night

Impact

- 5.6% of attendees paid for lodging
- 51.9% of attendees traveled from outside of 98052 to attend
- 89% of attendees said they are likely or very likely to attend Redmond Lights again in the future
- \$24 was the average amount attendees spent at local establishments either before or after attending Redmond Lights
- 100% of participating businesses and community organizations reported a positive ROI and said they would participate again



Redmond Lights attendees at
Downtown Park



Kids dancing on stage with snow fall



"Together We Shine" art installation
at Esterra Park



Memorandum

Date: 2/24/2026

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

File No. CM 26-110

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher, Assistant Chief Operating Officer	425-556-2427
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Manager
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TITLE:

Environmental Sustainability Action Plan Implementation Update - February 2026

OVERVIEW STATEMENT:

This report includes an informational update on implementation activities completed between November 2025 and February 2026 in support of the 2020 and 2025 Environmental Sustainability Action Plan (ESAP) and Climate Emergency Declaration. Activities are summarized in Attachment A.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2020 and 2025 Environmental Sustainability Action Plan, Climate Emergency Declaration, City of Redmond Operations Zero Carbon Strategy, Community Strategic Plan, Tree Canopy Strategic Plan
- **Required:**
N/A
- **Council Request:**
Council requested updates at the Parks and Environmental Sustainability Committee of the Whole meetings.
- **Other Key Facts:**
The updated Environmental Sustainability Action Plan was adopted in December 2025 and serves as the community’s strategy to reduce greenhouse gas emissions (GHG) and enhance resilience to climate impacts. Council also adopted a Climate Emergency Declaration, which was integrated into the ESAP and identifies key sustainability objectives for the City’s work.

OUTCOMES:

See Attachment A for a summary of implementation highlights.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

The memo includes updates across multiple departments and divisions.

Budget Priority:

Healthy and Sustainable

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

If yes, explain:

N/A

Funding source(s):

The memo includes updates across multiple departments and divisions.

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/28/2025	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/26/2026	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Environmental Sustainability Action Plan Implementation Update

Background

This document provides a high-level update of implementation activities for the 2025 Environmental Sustainability Action Plan (ESAP). The 2025 ESAP outlines the City's five Big Moves and the key actions to reduce greenhouse gas (GHG) emissions and enhance environmental and community resilience to climate impacts.

Key priorities guiding how we advance the 2025 ESAP include:

- **High Impact Actions:** Advance high-impact climate and sustainability actions that move Redmond toward carbon neutrality and resilience.
- **Equitable Engagement and Partnerships:** Deliver sustainability programs and messages that are accessible, culturally relevant, and empower all communities.
- **Lead with Transparency and Data:** Develop programming that's informed by clear, reliable, and accessible information.

Updates

The following are key updates from November through February 2025. These updates are prepared once per quarter.

High Impact Actions

- Commercial Clean Buildings Incentive Program: The City is launching a clean buildings incentive program in partnership with the cities of Bellevue and Issaquah. The three cities are partnering to provide technical support to commercial and multifamily property owners as they pursue compliance with the state's Clean Buildings Performance Standard (CBPS). Participant services include energy benchmarking, state incentive application support, PSE incentive application support, and support for completing and submitting compliance documentation to the state. To date three webinars on CBPS requirements have been offered to building owners in the partner cities. Building owners can learn more and sign up at: [Sustainable Buildings](#).
- Grid Capacity Study: The cities of Redmond and Bellevue officially kicked off the grid capacity study in December in partnership with AECOM. The goal of the study is to assess current and future capabilities of Puget Sound Energy's (PSE) electric system to accommodate building and vehicle electrification targets, as well as projected growth within Redmond 2050. The project is being led by the City of Bellevue with consultant support and is anticipated to be completed by Q2 2026. The analysis will inform next steps for coordination with PSE and identify other strategies to support reliable access to clean electricity as Redmond grows. The project includes data analysis and workshops with PSE to inform the final report. Staff are scheduled to present the findings from the analysis to Council during a Study Session at the end of Q2.
- Ebike Incentive Grant Award: The cities of Bellevue, Issaquah, and Redmond have been awarded a Puget Sound Energy Transportation Emissions Reduction (TER) grant in the amount of \$337,513 to fund an e-bike rebate program in the three cities. The program is targeting issuing rebates for 250 e-bikes across the three jurisdictions with 75% of the rebates going to income qualified residents under 80% of AMI. This project is being led by the City of Bellevue with support from Issaquah and Redmond, with a goal of launching this summer.

- Green Redmond Partnership - New Cohort of Volunteer Forest Stewards: On February 7, the City of Redmond hosted a Green Redmond Partnership training for 47 new volunteer Forest Stewards. These volunteers will do hands on urban forest restoration work on their own and by hosting volunteer events at twelve of Redmond's parks and Native Growth Protection Easements. With this new cohort of stewards, the number of active Forest Stewards will increase by 70%. Through their work, these Forest Stewards will support the City of Redmond in achieving our goal of enrolling all acres of publicly owned urban forests into active restoration. Recruitment for the new Forest Stewards began in October 2025 with a variety of digital and targeted in-person methods. The cohort will continue to be onboarded throughout Q1 and Q2 2026.
- Tree Canopy Expansion: From fall 2025 through early 2026, Park Operations and Public Works continued to advance tree canopy expansion and maintenance efforts citywide. In-house planting efforts on Parks property during winter 2025-2026 are nearing completion, with approximately 147 new trees planted at Meadow Park (14), Hartman Park (14), Idylwood Park (8), Nike Park (51), and Willow Creek Park (60), not including additional storm-related replacement trees. Additional in-house tree planting is planned for winter 2026-2027. Public Works planted 1,007 trees, including 210 in October, 15 in November, 133 in December, and 649 in January. Annual street tree pruning concluded after approximately eight weeks of work, and contracted tree mitigation work for 2025 was completed in November, addressing the next 54 highest-priority trees identified in the Tree Risk Health Mitigation Report. Looking ahead, the City is preparing RFPs to expand capacity for tree work, including a 2026 RFP for contracted tree mitigation (anticipated to open in late February/early March, with work occurring May-November 2026) and a separate RFP for contracted tree canopy expansion sites, targeted for spring 2026 with planting anticipated in fall 2026. Parks is also coordinating with TIS and Public Works to advance tree canopy data collection and monitoring, including initiating LiDAR and aerial photography analysis in 2026.
- Recology Contract Launch: On January 1, 2026, the City waste services transitioned from Waste Management to Recology. The Recology transition has been smooth and minor issues around collection schedules, missed pickups, and customer service communications have been quickly resolved. Recology has been highly responsive, addressing nearly all reported issues within one business day. Recology has also assumed responsibility for the street litter can program, with minimal instances of overflowing cans during the first month. The Recology Store continues to experience steady foot traffic, and drop-off recycling activity has remained consistent. Recology will provide monthly reports on recycling totals from the store.
- 2024 IRS Direct Pay Reimbursement Request Submitted: The City filed a \$154,140 reimbursement request to the IRS Direct Pay program in support of 2024 expenses for electric vehicles and the Redmond Senior & Community Center photovoltaic system. Direct Pay enables tax-exempt entities like the City to receive federal payments for eligible clean energy investments, such as solar energy, battery storage, and electric vehicles. Technical assistance preparing the filing was provided at no cost to the City through the Washington State Department of Commerce Washington Clean Energy Tax Credit Assistance Program. The City will leverage this state supported technical assistance in the preparation of a 2025 filing later this year for EV purchases made before the EV tax credits ended on Sept. 30, 2025.
- 2025 ESAP Adopted: The 2025 ESAP was adopted by Council on December 2, 2025, and includes a refined vision, updated strategies and actions to guide the next five years of efforts to

reduce emissions and increase resilience to climate hazards. More information on the 2025 ESAP can be found [online](#).

- Redmond Senior & Community Center Earns LEED Platinum: The new Redmond Senior & Community Center, which opened in May 2024, has been recognized for its commitment to sustainability with a LEED Platinum designation. Leadership in Energy and Environmental Design (LEED) is the world's most widely used green building certification system, with Platinum being the highest achievement. With this designation, Redmond's newest community center becomes the City's first LEED Platinum building, the first LEED Platinum senior center in the world, and the first LEED Platinum community center in the world under LEED version 4 standards. Less than 1% of LEED-certified buildings achieve Platinum status.
- Energy Efficiency Upgrades at City Hall and Public Safety Building: In 2025, the City initiated energy efficiency upgrade projects at City Hall and the Public Safety Building (PSB) to improve building performance, reduce operating costs, and support compliance with Washington's Clean Buildings Performance Standard (CBPS). Work at City Hall was completed in Q4 2025 and included lighting upgrades to replace aging 2006-era fixtures with modern LED lighting and controls, improving reliability, extending system life, and reducing energy use. The City secured \$105,165 in rebates from Puget Sound Energy for the project, reducing overall project costs. The PSB project is larger in scope and is still underway.
- Energy Smart Eastside: Energy Smart Eastside (ESE) is a regional decarbonization program founded in 2022 by the cities of Redmond, Bellevue, Issaquah, Kirkland, Mercer Island, and Sammamish. ESE catalyzes the equitable transition to healthy, energy efficient, and resilient homes. Key updates include:
 - Patterson Park Decarbonization Project: Energy Smart Eastside partnered with Puget Sound Energy to decarbonize 20 units at the Habitat for Humanity Patterson Park affordable housing complex. The homes were provided with new heat pumps and heat pump water heaters at no cost to the homeowners. A community gathering will be hosted in March to celebrate the completion of the project.
 - 2025 ESE Grant Awards: ESE has been conditionally awarded grants from Puget Sound Energy (\$700,000) and the Washington Community Energy Efficiency Program (\$500,000). The grants will be split between the six partner jurisdictions and fund installations of heat pumps in low- and moderate-income homes through the ESE Boost Program. Since the program began in 2022, ESE has been awarded more than \$8,000,000 in grants.

Equitable Engagement and Partnerships

- Library Partnership: The City has signed a partnership agreement with the Redmond Library to support ongoing education and engagement opportunities around Redmond Climate Action for the implementation of the Environmental Sustainability Action Plan. This includes but is not limited to the launch of a Climate Action Group, a club where community members gather to learn how to live more sustainably from local climate leaders, share resources, and catalyze their own climate action projects. The group will meet on the second Tuesday of each month from 6 - 7 p.m. at the Library. February's meeting will feature Kyle Nelson (Emergency Management Program Coordinator) who will speak on personal emergency preparedness during climate disasters.

- El Centro and United Hub Partnerships: The City renewed partnership agreements with El Centro Cultural Mexicano and United Hub, who previously supported outreach and engagement efforts for the development of the ESAP. Growing on this foundation, each organization will activate their communities around climate action and support ongoing education and outreach efforts to connect community members to resources and opportunities offered by the City. This will include educational workshops around the ESAP's Five Big Moves, community events like last August's "Thrift and Threads" fair, and ongoing multilingual promotion and education around sustainability and related resources through social media, radio, podcasts and online blogs.
- Bloomberg Youth Climate Action Fund Grant Application: The City of Redmond applied for the Bloomberg Philanthropies Youth Climate Action Fund (YCAF). If awarded, the YCAF would provide \$50,000 grant and technical assistance to engage young people (ages 15-24) in creating climate solutions aligned with local goals. The City expects to hear back on application status by April.
- US Conference of Mayors Panel Presentation: During the U.S. Conference of Mayors Winter Meeting, Mayor Birney was a speaker on a Cities Delivering on Climate Solutions panel presentation. Mayor Birney shared about affordable housing as a climate solution and ways in which Redmond has prioritized heat pump retrofits in existing affordable housing to increase resilience.
- City of Redmond at COP 30 Local Leaders Forum: Mayor Birney joined governors, mayors, and international leaders at the COP30 Local Leaders Forum in Rio de Janeiro in November, where cities from around the world gathered to spotlight how local governments are moving the needle on climate action. The message from the forum was clear: even as national and global conditions shift, communities are leading the way to strengthen resilience, improve public health, and accelerate the clean energy transition. Mayor Birney shared Redmond's story, shaped by years of thoughtful community input and partnership, and highlighted how that work is now delivering visible progress at home. Ahead of conference, Mayor Birney was interviewed for an [article](#) highlighting how cities across the county are driving local climate action.

Data and Transparency

- ESAC Meet and Green Drop-in Hours: The City and the Environmental Sustainability Advisory Committee host monthly drop-in hours as part of an ongoing outreach series to engage community members. 2026 Meet and Greens will be bringing in guest speakers to dive deeper into various sustainability topics. In January, Jesse Dunbar (Solid Waste Program Administrator) joined us at the Redmond Library to discuss all things waste, from the new Recology changes to answering questions about composting. The next meeting is scheduled for Feb. 19 at El Centro Cultural Mexicano and will feature Chris Weber (Public Art Program Administrator) to share about the intersection of art and climate, and the ways it is used to drive change. This topic complements the series of zero-waste workshops El Centro Cultural Mexicano is hosting in partnership with the City.
- Sustainability eNewsletter: Sustainability e newsletters were published in [November](#), [December](#), [January](#), and [February](#) highlighting progress updates and opportunities for community members to get involved.