

# City of Redmond



## Agenda

### Business Meeting

**Tuesday, May 17, 2022**

**7:00 PM**

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

## City Council

*Mayor*

*Angela Birney*

*Councilmembers*

*Jessica Forsythe, President*

*Vanessa Kritzer, Vice President*

*Jeralée Anderson*

*David Carson*

*Steve Fields*

*Varisha Khan*

*Melissa Stuart*

## REDMOND CITY COUNCIL

### AGENDA SECTION TITLE REFERENCE GUIDE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## AGENDA

### ROLL CALL

#### I. SPECIAL ORDERS OF THE DAY

- A. PROCLAMATION: National Public Works Week

[Proclamation](#)

- B. PRESENTATION: Cascadia College State of the College Address

- C. PRESENTATION: Marymoor Park Summer Concerts Update

#### II. ITEMS FROM THE AUDIENCE

**In person public comment: Please use the speaker sign up sheet that will be provided at City Hall 30 minutes prior to the meeting, up to the start of the meeting.**

**Remote public comment: Please contact the Clerk's Office ([cityclerk@redmond.gov](mailto:cityclerk@redmond.gov)) by 3 p.m. on the day of the meeting with written comment (500 word limit - please label your comment as "Items from the Audience") or by providing your name and phone number for comment over the phone.**

#### III. CONSENT AGENDA

##### A. Consent Agenda

1. Approval of the Minutes: May 3, 2022, Regular Business Meeting, (recordings are available at [Redmond.gov/rctv](http://Redmond.gov/rctv))

[Regular Meeting Minutes for May 3, 2022](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Council Payroll Check Approval Register, April 29, 2022](#)

[Payroll Check Approval Register, May 10, 2022](#)

[Check Approval Register, May 17, 2022](#)

3. [AM No. 22-071](#) Approval of the 2022-23 Annual ORCA Contract Renewal

*Department: Planning and Community Development*

[Attachment A: Agreement](#)

*Legislative History*

5/3/22

Committee of the Whole -  
Planning and Public Works

referred to the City Council

4. [AM No. 22-072](#) Approval of the 2021-22 Go Redmond King County Metro Contract Amendment

*Department: Planning and Community Development*

[Attachment A: City of Redmond Amendment](#)

[Attachment B: Current Contract](#)

**Legislative History**

5/3/22

Committee of the Whole -  
Planning and Public Works

referred to the City Council

5. [AM No. 22-073](#) Confirmation of the Appointment of Loreen Hamilton to serve as Redmond's Parks and Recreation Director

*Department: Executive/Human Resources*

6. [AM No. 22-074](#) Confirmation of the Appointment of Aaron Bert to serve as Redmond's Public Works Director

*Department: Executive/Human Resources*

7. [AM No. 22-075](#) Approval of the 2022-2024 Collective Bargaining Agreement between City of Redmond and The Washington State Council of County and City Employees, Local 21-RD (AFSCME)

a. Ordinance No. 3079: An Ordinance of the City of Redmond, Washington, Establishing the 2022 Pay Plan for Employees Covered by the Washington State Council of County and City Employees, Local 21-RD (AFSCME) and Establishing the 2022 Pay Plan for Supplemental Employees Working in Positions Covered by the AFSCME Bargaining Unit

*Department: Human Resources*

[Attachment A: Redline of 2022-2024 AFSCME CBA](#)

[Attachment B: Summary Changes to 2022-2024 AFSCME CBA](#)

[Attachment C: Ordinance](#)

[Exhibit 1 - 2022 AFSCME Pay Plan A](#)

[Exhibit 2 - 2022 AFSCME Supplemental Pay Plan AF-S](#)



8. [AM No. 22-076](#) Acceptance of a Port of Seattle Economic Development Grant in the Amount of \$120,000  
*Department: Planning and Community Development*

[Attachment A: Grant Agreement and Scope of Work](#)

**Legislative History**

5/10/22 Committee of the Whole - referred to the City Council  
Finance, Administration,  
and Communications

9. [AM No. 22-077](#) Approval of the Consultant Agreement Supplement 2 with David Evans and Associates, Inc. in the Amount of \$225,000 for NE 40th Street Shared Use Path (156th Avenue NE to 163rd Avenue NE)  
*Department: Public Works*

[Attachment A: Vicinity Map](#)

[Attachment B: Additional Project Information](#)

[Attachment C: Consultant Supplemental Agreement](#)

**Legislative History**

5/3/22 Committee of the Whole - referred to the City Council  
Planning and Public Works

10. [AM No. 22-078](#) Acceptance of the Avondale Road Preservation Grant from the Puget Sound Regional Council  
*Department: Planning and Community Development/Public Works*

[Attachment A: Vicinity Map](#)

**Legislative History**

5/3/22 Committee of the Whole - referred to the City Council  
Planning and Public Works

**B. Items Removed from the Consent Agenda**

**IV. HEARINGS AND REPORTS**

**A. Public Hearings**

**B. Reports**

**1. Staff Reports**

- a. [AM No. 22-079](#) 2022 First Quarter Financial Report

*Department: Finance*

[Attachment A: Presentation](#)

- b.     [AM No.](#)     Capital Program Quarterly Update (Q1 2022)  
          [22-080](#)

*Department: Public Works*

[Attachment A: Presentation](#)

**2.     Ombudsperson Report**

*Fields*

**3.     Committee Reports**

**V.     UNFINISHED BUSINESS**

**VI.    NEW BUSINESS**

**VII.   EXECUTIVE SESSION**

**VIII.  ADJOURNMENT**



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 5/17/2022  
**Meeting of:** City Council  
Day

**File No.** SPC 22-049  
**Type:** Special Orders of the

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PROCLAMATION: National Public Works Week



**Redmond**  
WASHINGTON

**Connected Community  
Enhanced Livability  
Environmental Sustainability**

## PROCLAMATION

- WHEREAS, the City of Redmond Public Works Department designs, builds, maintains, and manages vital natural systems and infrastructure that sustain the environment, our community's high quality of life, and protects public health and safety; and
- WHEREAS, this infrastructure includes the drinking water supply and distribution system, wastewater collection, stormwater drainage, natural systems such as streams and wetlands, streets, sidewalks and pathways, traffic signals and street lighting, solid waste management, and construction of all city infrastructure and buildings; and
- WHEREAS, services, facilities, and infrastructure could not be provided for public use without the dedicated efforts of public works professionals, including maintenance and operations professionals, inspectors, engineers, scientists, administrators, managers, and employees at all levels of government; and
- WHEREAS, it is in the public interest for residents, businesses, and civic leaders to gain knowledge of and to maintain a progressive understanding of public works and associated programs that form the backbone of our community; and
- WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association;
- NOW, THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, Washington, do hereby proclaim May 15-21, 2022, as

## NATIONAL PUBLIC WORKS WEEK

in Redmond and urge all residents to join me in this special observance.



*Angela Birney*

Angela Birney, Mayor

May 15, 2022

Date

### City Hall

15670 NE 85th Street  
PO Box 97010  
Redmond, WA  
98073-9710



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 5/17/2022  
**Meeting of:** City Council  
Day

**File No.** SPC 22-058  
**Type:** Special Orders of the

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PRESENTATION: Cascadia College State of the College Address



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 5/17/2022  
**Meeting of:** City Council  
Day

**File No.** SPC 22-061  
**Type:** Special Orders of the

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PRESENTATION: Marymoor Park Summer Concerts Update



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 5/17/2022  
**Meeting of:** City Council

**File No.** SPC 22-059  
**Type:** Minutes

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Approval of the Minutes: May 3, 2022, Regular Business Meeting, (recordings are available at [Redmond.gov/rctv](http://Redmond.gov/rctv))

## **CALL TO ORDER AND ESTABLISHMENT OF QUORUM**

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7 p.m. The meeting was held in-person and remote. Councilmembers present and establishing a quorum were: Anderson, Carson, Fields, Forsythe, Khan, Kritzer and Stuart.

## **SPECIAL ORDERS OF THE DAY**

### **A. PROCLAMATION: National Building Safety Month**

Mayor Birney read the proclamation into the record and presented it to City staff members Jason Lynch and Todd Short.

### **B. PROCLAMATION: Older Americans Month**

Mayor Birney read the proclamation into the record and recognized members of the community.

## **ITEMS FROM THE AUDIENCE**

Mayor Birney opened Items from the Audience at this time.

The following persons spoke:

- Brenda Larson - support for funding for mental health professionals;
- Tom Frei, Tracy Robillard, Callie Peterson, Brian Robillard, Davin Alsin, Tyler Parnell, Josh Frei - support for unvaccinated firefighters to return to their jobs, accommodations, and supporting strongly held beliefs;
- Sherry Stilin - community involvement and noticing for City projects;
- David Morton - accuracy of carbon footprint calculator, offsets, and reducing emissions;
- Joy Randall - community lead public safety, police officer suitability, and unarmed mental health professionals.

The following persons submitted written comment:

- Sue Burrus, Casey Blair and Susan Cozzens - support for funding for mental health professionals; and
- Karin Eastby, Master Builders Association - tree regulation amendments and balancing trees and housing.

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



1. Approval of the Minutes: April 19, 2022, Regular Business Meeting, and April 26, 2022, Special Meetings
2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#187155 through #187186  
#129220 through #129936  
#1436 through #1440

\$3,868,673.74

CLAIMS CHECKS:

#438997 through #439211

\$3,966,978.62

3. AM No. 22-067: Award Bid to Johansen Construction Company of Buckley, Washington in the Amount of \$1,917,441 for the NE 40th Street Shared Use Path (156th Avenue NE to 163rd Avenue NE) Project
4. AM No. 22-068: Approval of Round Two of the 2022 Tourism Fund Allocation for Matching Grants
5. AM No. 22-069: Memorandum of Understanding (MOU) with Eastrail Regional Advisory Council

VOTE: The motion to approve the Consent Agenda passed without objection. (7 - 0)

**HEARINGS AND REPORTS**

STAFF REPORT

- A. AM No. 22-070: Redmond 2050 Quarterly Update - Second Quarter 2022

Carol Helland, Director of Planning and Community Development, introduced this item. Staff provided a presentation to the Council and responded to Councilmember inquiries.

## OMBUDSPERSON REPORT

Councilmember Kritzer reported receiving resident contacts regarding: Lime bikes in right-of-way, Churna case settlement, public records request response timeline, land acknowledgements, firefighter vaccine policy, Health through Housing project, support for human services and those in need, construction on Redmond Way, Ridwell program and participation, childcare providers, Council meeting information, bus service, support for an injured community member, tree regulations, permitting, adding community responders, green building standards in the zoning code, tenant protections, hotel evictions, and using public transit to support schools.

Councilmember Fields reported receiving resident contacts regarding: recycling event, climate change, Indian community celebration location, process for addressing sewer hookup problems, interviews from Cub Scouts, and if firefighters are at-will employees.

Councilmember Carson reported receiving resident contacts regarding: traffic project concerns and an injured community member.

Councilmember Forsythe reported receiving resident contacts regarding: support for an injured community member, extended stay hotel evictions, addressing mental health with the proposed levy, and learning what other jurisdictions are doing.

Councilmember Stuart reported receiving resident contacts regarding: draft 2050 policies, affordable housing and Derby Days.

## COMMITTEE REPORTS

Councilmember Forsythe provided the following committee report:

- Eastrail.

Councilmember Stuart provided the following committee report:

- Planning and Public Works Committee of the Whole.

Councilmember Kritzer provided the following committee reports:

- Regional Transit Committee; and
- WRIA 8 Salmon Recovery Council Subcommittee.

## **EXECUTIVE SESSION**

Mayor Birney announced the Council will now leave the business meeting and go into the Closed Session to Discuss Labor Negotiation

May 3, 2022

Strategy Under RCW 42.30.140(4)(b) and Executive Session to Discuss Pending and Potential Litigation with Legal Counsel Under RCW 42.30.110(1)(i).

No action will be taken following the Executive Session and the meeting will adjourn at that time.

*Executive Session started at 9 p.m. and ended at 9:50 p.m.*

#### **ADJOURNMENT**

There being no further business to come before the Council the regular meeting adjourned at 9:50 p.m.

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ANGELA BIRNEY, MAYOR

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CITY CLERK

*Minutes Approved: May 17, 2022*



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 5/17/2022  
**Meeting of:** City Council

**File No.** SPC 22-060  
**Type:** Check Register

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Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond  
Payroll Check Approval Register  
Pay period: 04/01 - 04/30/2022  
Check Date: 04/29/2022

Check Total:	\$ -
Direct Deposit Total:	\$ 8,155.48
Wires & Electronic Funds Transfers:	\$ 1,924.03
Grand Total:	<u>\$ 10,079.51</u>

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

All Checks numbered through ,  
Direct deposits number **129937** through **129943** , and  
Electronic Fund transfe **1441** through **1441**  
are approved for payment in the amount of **\$10,079.51**  
on this **17 day of May 2022**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 04/01 - 04/30/2022  
Check Date: 04/29/2022

Total Checks and Direct deposit:	\$ 9,020.98
Wire Wilmington Trust RICS (MEBT):	\$ 1,058.53
Grand Total:	<u>\$ 10,079.51</u>

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

DocuSigned by:  
*Cathryn Laird*  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

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City of Redmond  
Payroll Check Approval Register  
Pay period: 4/16 - 4/30/2022  
Check Date: 5/10/2022

Check Total:	\$	68,107.76
Direct Deposit Total:	\$	2,316,881.33
Wires & Electronic Funds Transfers:	\$	1,525,158.55
Grand Total:	\$	3,910,147.64

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

All Checks numbered **187187** through **187216** ,  
Direct deposits numbered **129944** through **130669** , and  
Electronic Fund transfers **1442** through **1446**  
are approved for payment in the amount of **\$3,910,147.64**  
on this **17 day of May 2022**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 4/16 - 4/30/2022  
Check Date: 5/10/2022

Total Checks and Direct deposit:	\$	3,453,306.35
Wire Wilmington Trust RICS (MEBT):	\$	456,841.29
Grand Total:	\$	3,910,147.64

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

DocuSigned by:  
*Cathryn Laird*  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

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I, Financial Services Manager, do hereby certify to the City Council, that the checks for the month of May 2022 are true and correct to the best of my knowledge.

DocuSigned by:

  
5528A221CC9646C...

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Chip Corder, Finance Director  
City of Redmond  
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 439212 through 439461, and Wire Transfers are approved for payment in the amount of \$5,614,339.29 This 17th day of May 2022.

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## Memorandum

**Date:** 5/17/2022  
**Meeting of:** City Council

**File No.** AM No. 22-071  
**Type:** Consent Item

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

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

Planning and Community Development	Sarah Pyle	Manager
Planning and Community Development	Seraphie Allen	Deputy Director

**TITLE:**

Approval of the 2022-23 Annual ORCA Contract Renewal

**OVERVIEW STATEMENT:**

Execute a renewal agreement with King County for ORCA Business Passport transit services (ORCA cards) and vanpool services for distribution to City of Redmond employees as an element of the City Employee Commute Trip Reduction Program.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
City Employee Commute Trip Reduction Program, Washington Clean Air Act, City Comprehensive Plan, Community Strategic Plan, Transportation Master Plan
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**
  - King County Metro launched the pay-as-you-go payment structure in the summer of 2020.
  - We have paid a total of \$4629.34 in monthly invoices under the current contract.
  - Due to internal staff changes and ensuring this contract is renewed on time, we are bringing the contract



renewal forward before the contract expiration date of 7/31/22.

- This contract renewal is very similar to the previous contract since the commute climate hadn't advanced as we anticipated it would last year due to the Covid-19 pandemic.

#### **OUTCOMES:**

This agreement allows the City of Redmond to continue to purchase and distribute ORCA cards to City employees for transit services provided by the participating transit agencies, thereby helping reduce traffic congestion, energy consumption, air pollution and vehicle miles traveled.

Since there were no vanpool fares collected during the 2021-22 contract. King County Metro will use this new contract to calculate our usage and determine our cost upon the 2023-24 contract renewal. If we decide to continue with the vanpool program, they will use this same procedure going forward. The landscape needs and demands are ever-evolving right now. This approach will allow more flexibility for us to offer options to employees.

Some benefits of renewing this contract include:

- Unlimited trips on all services other than Washington State Ferries. Includes: transit, rail, and streetcar.
- Guaranteed ride home
- Pay as we go monthly payment model reduces our annual costs during the continuing pandemic.
- Streamlined process that more easily helps employees use alternatives to driving alone.
- Compliance with both State Community Trip Reduction (CTR) laws and the city's Transit Management Plan (TMP) goals.
- Vanpool fares for employees would be fully covered.
- Vanpools will only require two riders to start a van as opposed to the previous minimum of five persons.

This renewal would ensure a transportation benefit for employees commuting to work and other staff members as they return to riding transit.

#### **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:**

The total cost of the services is forecasted not to exceed a maximum of \$18,000. The ORCA contract renewal was included within the adopted budget for \$220,449.

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

**Budget Offer Number:**

343

**Budget Priority:**

Vibrant and Connected

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

**If yes, explain:**

N/A

**Funding source(s):**

100

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
5/3/2022	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Our current contract expires on July 31, 2022. Due to City staff changes, we are moving this contract forward earlier than normal to ensure its timeliness.

**ANTICIPATED RESULT IF NOT APPROVED:**

If this agreement is not approved, we would need to seek alternatives to comply with the approved City Commute Trip Reduction Plan and the Transportation Management Plan commitments. With the continued pay-as-you-go model, the City would meet CTR compliance while only paying for the transit rides taken by staff.

**ATTACHMENTS:**

Attachment A-ORCA Business Passport Agreement



## AGREEMENT FOR PURCHASE OF ORCA BUSINESS CARDS AND ORCA BUSINESS PASSPORT PRODUCTS

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into by and among **City of Redmond** ("Business Account") and **King County Metro** ("Lead Agency") on behalf of the following agencies, individually referred to as the "Agency" and collectively as the "Agencies" in this Agreement.

The Snohomish County Public Transportation Benefit Area ("Community Transit")  
 The City of Everett ("Everett Transit")  
 The King County Metro Transit Department ("King County Metro")  
 The Kitsap County Public Transportation Benefit Area ("Kitsap Transit")  
 Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit")  
 The Central Puget Sound Regional Transit Authority ("Sound Transit")  
 The Washington State Department of Transportation, Ferries Division ("Washington State Ferries")

IN CONSIDERATION of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1.0 PURPOSE

- 1.1 This Agreement establishes the terms under which certain fare payment-related services, referred to herein as "ORCA Services," will be provided to the Business Account, including but not limited to the prices and terms under which the Business Account may purchase and distribute ORCA Business Cards loaded with a Business Passport Product to its Eligible Business Cardholders. Such ORCA Business Cards may be used to access certain Transportation Services of the Agencies. The specific ridership privileges applicable to the Business Passport Product provided under this Agreement are specified in Attachment 1, *Products, Pricing and Terms*, which is incorporated in this Agreement by this reference, and are subject to Sections 6 and 17 below.
- 1.2 Attachment 1 also establishes the terms under which specific optional products and services (e.g. use of an ORCA Business Card on vanpool; a guaranteed ride home program), if any, shall be provided by one or more individual Agencies.
- 1.3 This Agreement also enables the Business Account to purchase Business Choice Products from the Agencies, via the Business Account Website, at the prices and terms in effect at the time of purchase.
- 1.4 The Business Account understands and agrees that this Agreement applies to its use of ORCA Services including, but not limited to, its purchase of ORCA Business Cards and ORCA Products. This Agreement does not constitute a contract for transportation services. The Agencies have no obligation to the Business Account or any other entity or person to provide any particular level, frequency or routing of transportation service.

**REVIEW DRAFT-NOT FOR SIGNATURE****2.0 TERM OF AGREEMENT AND CONTACT PERSONS**

- 2.1 This Agreement shall take effect upon the effective date specified in Attachment 1. Unless terminated in accordance with Section 13, this Agreement shall expire on the last day of the Program Term specified in Attachment 1, or an Amended Attachment 1 that has been signed by a person authorized to bind the Business Account.
- 2.2 The Business Account shall designate a Primary Contact Person in Attachment 2, *Designated Representatives*, which is incorporated in this Agreement by this reference. This Primary Contact Person shall be responsible for managing the Business Account's roles and responsibilities under this Agreement. A Secondary Contact Person shall also be designated in Attachment 2. The Lead Agency may communicate with and rely upon either the Primary or Secondary Contact Person on matters relating to this Agreement.

**3.0 DEFINITIONS**

- 3.1 *Business Account*. The employer, educational or human services institution, government agency or other entity that has entered into this Agreement enabling it to purchase ORCA Business Cards and ORCA Products for distribution to their employees, students, clients or other constituency.
- 3.2 *Business Account Website*. The website used by the Business Account to manage its account, currently at [orcacard.biz](http://orcacard.biz).
- 3.3 *Business Choice Products*. The ORCA Products that may be purchased at retail prices to supplement the ORCA Business Passport Product for one or more Business Cardholders (e.g. a WSF monthly pass)
- 3.4 *Business Cardholder(s) or Cardholder(s)*. The individual(s) who are eligible to receive an ORCA Business Card from the Business Account. The eligibility requirements for Business Cardholders are more fully defined in Attachment 3, *Eligible Business Cardholders*, which is incorporated in this Agreement by this reference.
- 3.5 *Business Passport Product*. The ORCA Product loaded on the Business Account's ORCA Business Cards under this Agreement that provides the Business Cardholders an unlimited right-to-ride the regularly scheduled Transportation Services of, or operated by, certain Agencies to the extent specified in Attachment 1.
- 3.6 *Card Block*. An ORCA system process that culminates in invalidating an ORCA Business Card.
- 3.7 *Lead Agency*. The Agency that entered into this Agreement on behalf of itself and the other Agencies and that is responsible for administration of this Agreement on behalf of the Agencies, including invoicing, contract modifications and renewals, and ORCA system support.
- 3.8 *ORCA*. The trademarked name of the system that enables use of a common fare card on the public transportation services provided by any of the Agencies.
- 3.9 *ORCA Business Card (or "Business Card")*. An ORCA fare card issued to a Business Account to enable the loading of ORCA Products for use by a Cardholder to whom it was distributed by the Business Account to access Transportation Services as specified in Attachment 1.

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- 3.10 *ORCA Products*. Any transit fare payment mechanism or electronic voucher offered for sale within the ORCA system by any of the Agencies. Examples include, but are not limited to, monthly or period pass, E-purse, and electronic voucher.
- 3.11 *ORCA Services*. The materials and services that may be provided, from time to time, under the ORCA program, including but not limited to the ORCA Business Cards, ORCA Products, ORCA Websites, data, information, and any equipment, systems and services related to the ORCA program.
- 3.12 *Parties*. The Business Account and the Agencies (which include the Lead Agency) may be collectively referred to as "Parties."
- 3.13 *Primary Contact Person*. The individuals identified as the primary contact points for the Lead Agency and the Business Account, as listed in Attachment 2 or as modified from time to time.
- 3.14 *Product Block*. An ORCA system process that culminates in invalidating an ORCA Product without invalidating the card on which it is loaded.
- 3.15 *Transportation Services*. Those public transportation services provided by the Agencies that are specified in Attachment 1.

**4.0 PRICES AND PAYMENT TERMS**

- 4.1 The prices and payment terms applicable to this Agreement are specified in Attachment 1. Such terms shall include: (a) the amounts due for the Business Cards, Business Passport Product, and any other products, services and fees; (b) the timing of payments, and (c) the acceptable method of payment. Each order submitted by the Business Account for ORCA Business Cards and/or any ORCA Products will be subject to the provisions of this Agreement.
- 4.2 The Business Account's purchase of any Business Choice Products via the Business Account Website will be at the prices and terms in effect at the time of order. The Business Account is responsible for reviewing the prices in effect before submitting each order and shall be deemed to have agreed to the then-applicable prices by submitting the order.
- 4.3 Payment in full is due as specified in Attachment 1.
- 4.4 If for any reason payment in full is not received by the date due, if a payment is not honored due to non-sufficient funds (NSF) or if for any reason a payment is negated or reversed, the Lead Agency will notify the Business Account of the payment problem and, if full and clear payment is not received within ten (10) calendar days of such notification, the Lead Agency may:
  - 4.4.1 refuse to process new orders for ORCA Business Cards and block the loading of new ORCA Products by or for the Business Account;
  - 4.4.2 assess any late payment, NSF and collection fees to the maximum amount permitted by law;
  - 4.4.3 initiate a Card Block or Product Block on the Business Cards issued to the Business Account, rendering them ineffective for use by the Cardholders, until

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- such time as the Business Account pays the full amount due, including any late payment, NSF and fees, in a manner acceptable to the Lead Agency; and
- 4.4.4 suspend or terminate access rights to the Business Account's secured area of the website.
- 4.5 In addition to any other obligations it may have under this Agreement and at law, the Business Account agrees to pay to the Lead Agency any reasonable collection fees incurred in collecting amounts due from the Business Account.
- 5.0 PURCHASE, OWNERSHIP, DISTRIBUTION AND REPLACEMENT OF ORCA BUSINESS CARDS**
- 5.1 *Ordering ORCA Business Cards.* The Business Account shall order ORCA Business Cards via the ORCA Business Accounts Website, in accordance with the directions provided on that website, and shall make payment as provided in Attachment 1. If additional cards are required, the Business Account may be required to pay the standard card fee and other applicable fees as specified in Attachment 1.
- 5.2 *Receipt and Ownership of ORCA Business Cards.* Upon actual or constructive receipt of the ORCA Business Cards it has ordered, the Business Account shall become the owner of the ORCA Business Cards. The Business Account shall be deemed to have constructively received all ordered ORCA Business Cards unless it notifies the Lead Agency of any non-delivery or incorrect delivery within thirty (30) days after the order was placed. If the Business Account notifies the Lead Agency that it has not received the ordered cards, the Lead Agency will ship a replacement order. If the Business Account subsequently receives the cards reported as missing, the Business Account is responsible for returning them to the Lead Agency.
- 5.3 *Storage and Risk of Loss.* The Business Account is responsible for the storage, distribution and use of the ORCA Business Cards issued to it. The Business Account bears the sole risk of any loss, damage, theft or unauthorized use of one of its cards, whether such card is held in its inventory or has been distributed for use. The Business Account is responsible for the cost of any use of its Business Cards until the effective date of a Card Block that may be initiated as provided below.
- 5.4 *Distance Based Transit Fare.* The Business Account is responsible for communicating to Cardholders that "distance based fares" are charged on some systems such as: Link light rail, and Sounder commuter rail systems. On distance based fare modes, when the Cardholder "taps on," the ORCA system will record the trip to the last stop on the line. When the Cardholder "taps off" at the end of the ride, ORCA will record the actual ride. The Business Account then will be charged the correct fare for the actual ride taken. If the Cardholder fails to "tap off", then ORCA will record a ride to the end of the line. The result of not "tapping off" is that the Business Account will be charged the largest fare for the ride even if a shorter ride was taken.
- 5.5 *Distribution of ORCA Business Cards.* The Business Account is responsible for distributing its Business Cards for use by its Eligible Business Cardholders. The Business Account remains the owner of all Business Cards it distributes but a cardholder may also purchase and load individual ORCA products on a Business Card and individually register the card. To enable Cardholders to register Business Cards as provided in Section 6 below, the Business Account may not register, or allow anyone other than the Cardholder to register, the Business Cards that are issued under this Agreement.

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The Business Account shall require that the Cardholder, as a condition of receiving a Business Card, is informed of the Cardholder Rules of Use, incorporated in this Agreement as Attachment 4 *ORCA Business Cardholder Rules of Use*, through your business' standard means of communicating policies.

The Business Account understands and agrees that it is solely responsible for implementation and enforcement of the Cardholder Rules of Use.

- 5.6 *Proof of payment.* The Business Account is responsible for notifying Cardholders that proof of payment must be made by tapping the ORCA Card on the card reader in the manner required by each Agency; otherwise, the Cardholder may be subject to a fine if the ORCA Card is not tapped, and the Cardholder will be personally responsible for any fines that may be imposed.
- 5.7 *Business Account Access to Personally Identifying Information.* If an individual Cardholder opts to register one of the Business Cards issued to the Business Account, any personally identifying information provided to the ORCA System (e.g. name, address, telephone number, and credit card number) will not be accessible by the Business Account. If the Business Account collects any personally identifying information about individuals to whom it has distributed Business Cards, the Business Account is solely responsible for its collection, use, storage and disclosure of such information.
- 5.8 *Card Blocks.* In the event a Business Card is determined to be lost or stolen or if a Cardholder is determined by the Business Account to be no longer eligible to use the card, the Business Account may initiate a Card Block via the Business Account Website to invalidate the subject Business Card. The Lead Agency may also initiate a Card Block or a Product Block as to any of the Business Account's Business Cards at the request of the Business Account, or at the sole discretion of the Lead Agency in accordance with Section 4.4, or if it is suspected that a card has been altered, duplicated, counterfeited, stolen or used by an ineligible Cardholder. Once initiated, a Card Block must be processed in the ORCA system and downloaded to all reader devices throughout the region. Until that occurs, there is the potential that the Business Passport Product and any E-purse value or other ORCA Products on the subject card will continue to be used. The Business Account, not the Agencies, remains responsible for all transactions, and any loss or costs arising there from, for forty-eight (48) hours after the Card Block was initiated.
- 5.9 *Restoration of Value After Card Block.* Following a Card Block, the Business Account may request the Lead Agency to restore value on a replacement of the blocked Business Card. An E-purse on a blocked card will be restored on the replacement card in approximately ten (10) calendar days after the replacement card is issued. The E-purse amount that remained on the lost or stolen card, forty-eight (48) hours after the Card Block was initiated in the ORCA system, will be restored to the replacement card via a remote revalue function. An E-purse on a blocked card will be restored on the replacement card on the eighth day after the card has been issued. The card must then be tapped to activate the E-purse value.
- 5.10 *Card Replacement.* The Business Account is responsible for ordering and paying for any new cards needed to replace Business Cards that for any reason cease to be available or suitable for use by the Cardholders under the program of the Business Account, including but not limited to, if the unavailability or unsuitability is caused by damage, abuse, loss, theft, Card Block, and end of useful life. Provided, however, and notwithstanding the exclusion of warranties in Section 14, if a Business Card malfunctions within twelve (12) months after it was delivered to the Business Account, it shall be replaced by the Lead



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Agency without additional charge to the Business Account if the malfunction was caused by a defect in design, material or workmanship and was not caused by misuse, an intentional act, negligence or damage, reasonable wear and tear excepted. The Business Account understands and agrees that to avoid the disruption and inconvenience caused by sporadic failures as its cards are used, it must plan for replacement of its Business Cards on a regular basis. As a condition of continuing under the Business Passport program, the Business Account agrees that: (a) it will retire all of its ORCA Business Cards at sometime within four years after they are issued by the Lead Agency to the Business Account; and (b) purchase replacement Business Cards at the then-applicable rate.

**6.0 CARDHOLDER USE OF ORCA BUSINESS CARDS**

*Cardholder Privileges.* The Business Account understands and agrees that, although it remains the owner of ORCA Business Cards after distribution, the Cardholder has the following privileges in connection with the use of an ORCA Business Card.

- 6.1 The Cardholder may present an ORCA Business Card, loaded with a valid, applicable Business Passport or Business Choice Product, to an ORCA fare transaction processor as proof of payment of all or a portion of a required fare on a regular transportation service operated by one or more of the Agencies. (Provided, however, an ORCA Product that is not sufficient to fully pay a fare will not be accepted as partial payment by the Washington State Ferries.) In all cases, a Cardholder will be required to make other payment to the extent a fare is not covered by an ORCA Product.
- 6.2 The Cardholder may individually purchase ORCA Products and load them on the Business Card in addition to any ORCA Product loaded by the Business Account. Individual ORCA Products may be used to pay all or a portion of a required fare on a transportation service not covered by a Business Passport Product or Business Choice Product. (Provided, however, an ORCA Product that is not sufficient to fully pay a fare will not be accepted as partial payment by the Washington State Ferries.) In all cases, a Cardholder will be required to make other payment to the extent a fare is not covered by an ORCA Product.
- 6.3 The Cardholder may register his/her name and other contact information with the ORCA System and link such personal information to the serial number of the Business Card provided to him/her. Such registration does not give the Cardholder any ownership rights in the card but does give the Cardholder the right to access the ORCA Cardholder Website to view the card's transaction history and current stored value, to modify travel zone preferences, and to add retail products.
- 6.4 The Cardholder's personally identifying information is generally exempt from disclosure under the Washington Public Records Act (Chapter 42.56 RCW) as more specifically outlined in RCW 42.56.330(5).

**7.0 NO RETURNS OR REFUNDS**

Except as otherwise provided herein or in Section 13.2, the Business Account understands and agrees that its purchases of Business Cards, and Business Passport Products and Business Choice Products purchased for such cards, are final and it is not entitled to any refunds. Provided, however, the Business Account may request a refund of the E-purse value remaining on a Business Card if the card is surrendered by the Business Account to the Lead Agency. Upon surrender of the subject Business Card, the Lead Agency shall initiate a Card Block and the refund processed approximately ten (10) calendar days after the Card Block was initiated. The E-purse



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amount refunded will be that which remained on the surrendered card forty-eight (48) hours after the Card Block was initiated in the ORCA system. A processing fee of ten dollars (\$10) may be payable by the Business Account to the Lead Agency for each refund that is processed, regardless of E-purse value or number of cards refunded. The Business Account, not the Lead Agency, is responsible for the refunding of such E-purse value, if any, to the individual Cardholder to whom the Business Card had been distributed.

**8.0 BUSINESS ACCOUNT WEBSITE**

- 8.1 The Business Account Website is the primary means by which the Business Account shall purchase ORCA Business Cards, Business Passport and Business Choice Products, manage its Business Cards and obtain information about the use of said cards. As a condition of participation in the Business Passport program, the Business Account agrees that it will use the Business Account Website when it is available and that each access and use of said website shall be subject to the Terms of Use and Privacy Statement that are in effect and posted on the Business Account Website at the time of such access and use.
- 8.2 The Business Account understands and agrees that uninterrupted access to and use of the Business Account Website is not guaranteed and agrees that it will contact its representative at the Lead Agency by email or telephone if the website is not available.
- 8.3 At the time the Business Account enters into the ORCA program, the Lead Agency will provide a single password to the Business Account's Primary Contact, as specified in Attachment 2, to enable user access to the Business Account's secured area of the Business Account Website. The Business Account is required to change the temporary password to one of its own creation. The Business Account shall be solely responsible for the number and identity of those employees with whom the Business Account's password is shared. The Business Account is also solely responsible for complying with the security standards specified in Attachment 5, *ORCA Business Account Security Standards*, which is incorporated in this Agreement by this reference.

**9.0 INFORMATION PROVIDED BY THE AGENCIES AND THE ORCA SYSTEM**

- 9.1 The Business Account understands and agrees that the data, reports or any information provided to it via the Business Account Website or otherwise, is and remains the sole property of the Agencies and nothing shall be construed as a transfer or grant of any copyright or other property interest in such data, reports or information. The Agencies hereby grant to the Business Account a non-exclusive license to use any data, reports or information provided by the Agencies, via the Business Account Website or otherwise, for any lawful purpose related to the administration of the transportation benefits program of the Business Account.
- 9.2 The ORCA System will record data each time an ORCA Business Card is presented to an ORCA device for fare payment and to load a product. Such transaction data includes, but is not limited to, the date, time, and location (or route) of the transaction. The Business Account may routinely access such transaction data related to its Business Cards to the extent provided via the Business Account Website. Said website and its reports do not provide the Business Account Business Card transaction data linked to card serial numbers.

For the purpose of preventing fraud, the Primary Contact Person of the Business Account may submit a written request to the Lead Agency for transaction data related to a specific

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card number or for a card number linked to a specific transaction. Fraud is defined as intentional deception or misrepresentation by a person with knowledge that it will result in an unauthorized benefit to him, her, or some other person. The submittal is not intended to be used to request data for multiple cards or all cards managed by the Business Account.

The written request shall include the following:

- 9.2.1 Card number or the date, time and other known details about the specific transaction for which a card serial number is being requested;
- 9.2.2 Detailed statement as to why the information is germane to the prevention of fraud; and
- 9.2.3 The signature of the Primary Contact Person.

If the Lead Agency determines that the subject transaction(s) is linked to a Business Card issued to the Business Account, the Lead Agency will provide the Business Account with the card serial number linked to the requested transaction(s). The Business Account agrees that it will use such card serial number information only for purposes of enforcing the Rules of Use, as provided to the Cardholder. The Business Account must maintain its own records if it wishes to identify the card serial number issued to an individual.

**10.0 PUBLIC RECORDS**

The Business Account understands and agrees that all records related to its participation in the ORCA System are public records under the Washington Public Records Act (Chapter 42.56 RCW) ("Act"), including but not limited to: (a) this Agreement and the sales activity hereunder; (b) the orders, communications, and any other information provided by the Business Account to the Lead Agency, the other Agencies or the ORCA System, whether provided via this website or otherwise and whether provided in hard copy or electronic form; (c) any communications, responses, requests, reports or information of any kind provided to the Business Account from the Lead Agency, the other Agencies or the ORCA System; and (d) all data, reports and information of any kind related to the loading of products on, and the use of, the Business Cards issued to the Business Account. As public records, these records will be made available for public inspection and copying upon request, unless the Lead Agency determines they are exempt from disclosure.

**11.0 INDIVIDUAL USE OF BUSINESS CARD AFTER LEAVING A BUSINESS ACCOUNT**

The Business Account is encouraged to collect Business Cards from Cardholders who are no longer eligible for the Business Account's transportation benefits program. In any case, the Business Account is solely responsible for initiating a Card Block or Product Block in accordance with this Agreement to prevent any continued use of, and financial liability for, a card that had been distributed to a person who is no longer eligible.

**12.0 ORCA SERVICES SUBJECT TO CHANGE**

The Agencies seek to continually improve and enhance the ORCA Services. With thousands of employers, schools, and other entities entering into business account agreements at varying dates in the year, the Agencies are unable to guarantee to each business account that the ORCA Services will not change during the term of its agreement. The Business Account understands and agrees that one or more ORCA Services may be changed, suspended or terminated from

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time to time without prior notice to, or agreement by, the Business Account, including but not limited to changes in the look, feel, content and functions of the Business Account Website. If the Business Account is dissatisfied with a change in the ORCA Services, however, it may terminate this Agreement for its convenience in accordance with the provisions of Section 13.2.

**13.0 TERMINATION**

- 13.1 The Lead Agency may at any time terminate this Agreement if the Business Account fails to make timely and effective payment of all amounts due, or otherwise materially breaches the Agreement, or acts in manner indicating that it intends to not comply, or is unable to comply, with the Agreement. To effect such a termination for cause, the Lead Agency shall send email notice to the last known email address for the last known primary contact person of the Business Account describing the manner in which the Business Account is in default and the effective date of termination. If the basis for termination is a failure to perform that can be cured, the termination shall not take effect so long as the Business Account cures the default within ten (10) calendar days of the sending of the email notice. Upon the effective date of such termination, the Lead Agency may immediately terminate the website access privileges of the Business Account, block the Business Cards issued to the Business Account and decline to accept and fulfill any pending or new orders from the Business Account. In the event of such a termination for cause, the Business Account shall not be entitled to any refund of any amounts paid.
- 13.2 Either the Business Account or the Lead Agency may terminate the Agreement without cause and for its own convenience by sending the other party written or email notice at least thirty (30) days in advance of the effective date of the termination. Upon receipt of a notice of termination for convenience from the Business Account, the Lead Agency may, in its sole discretion, waive the advance notice period and immediately terminate the website access privileges of the Business Account, initiate a Card Block on the Business Cards issued to the Business Account, and decline to accept and fulfill any pending or new orders from the Business Account. In the event of such a termination for convenience and not cause, the amounts due under this Agreement shall be calculated by the Lead Agency. (The amounts due for the ORCA Passport Product and any optional products listed in Attachment 1 shall be the annual amounts due prorated for the number of months during which the Passport Product and optional products were valid for at least one day.) If the Business Account has not paid in full all of the amounts due under this Agreement as of the termination date, the Business Account shall immediately pay the remaining amount due. If the Business Account has paid more than all of the amounts due under this Agreement as of the termination date, the Business Account shall be entitled to a refund of the excess it has paid.
- 13.3 Notwithstanding any termination of the Agreement, the Business Account shall remain liable to satisfy and comply with all of its obligations under this Agreement and at law with regard to, or arising out of, any orders submitted or any of its acts or omissions occurring prior to the effective date of the termination, including but not limited to paying all amounts due or incurred prior to the effective date of the termination and any fees, charges, collection costs or other costs arising from a failure to make timely and effective payment.

**14.0 EXCLUSION OF WARRANTIES**

- 14.1 ALL ORCA SERVICES PROVIDED ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY USE OF THE ORCA SERVICES IS AT THE BUSINESS ACCOUNT'S SOLE DISCRETION AND RISK.

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14.2 BY WAY OF EXAMPLE, AND NOT LIMITATION, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SPECIFICALLY DO NOT REPRESENT AND WARRANT THAT:

- A. THE BUSINESS ACCOUNT'S USE OF THE ORCA SERVICES WILL BE UNINTERRUPTED, TIMELY, FREE FROM ERROR AND OTHERWISE MEETING ITS REQUIREMENTS;
- B. ANY INFORMATION OBTAINED BY THE BUSINESS ACCOUNT AS A RESULT OF USING THE ORCA SERVICES WILL BE ACCURATE AND RELIABLE; AND
- C. ANY USE OF THE ORCA WEBSITES, INCLUDING BUT NOT LIMITED TO THE CONTENT OR MATERIAL DOWNLOADED FROM SAID WEBSITES, WILL BE FREE OF DEFECTS, VIRUSES, MALWARE, HACKS OR POTENTIALLY HARMFUL INTRUSIONS.

14.3 TO THE EXTENT PERMITTED BY LAW, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES OF QUIET ENJOYMENT OR NON-INFRINGEMENT; AND ANY WARRANTIES CREATED BY TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

14.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE AGENCIES OR THE ORCA SYSTEM SHALL REVISE OR CREATE ANY WARRANTY.

**15.0 NOTICES**

15.1 Any notice required to be given under the terms of this Agreement shall be directed either by email or regular mail to the Parties' Designated Representatives, as specified in Attachment 2, or to the last person and address provided by a Party in accordance with Section 15.2.

15.2 Each Party shall immediately notify the other Parties of any changes to its Designated Representatives' contact information. The Business Account shall also immediately notify the Lead Agency of any changes in any other information provided in its application.

**16.0 FORCE MAJEURE**

The Agencies and each of them shall be relieved of any obligations under this Agreement to the extent they are rendered unable to perform, or comply with such obligations as a direct or indirect result of a force majeure event, or any other circumstance not within such party's control, including, but not limited to, acts of nature, acts of civil or military authorities, terrorism, fire or water damage, accidents, labor disputes or actions, shutdowns for purpose of emergency repairs, or industrial, civil or public disturbances.

**17.0 APPLICATION OF AGENCY FARES AND OTHER POLICIES**

The purchase, distribution and use of Business Cards and ORCA Products by the Business Account and its Cardholders, and access to and use of the ORCA websites, shall be subject to all applicable federal, state and local law, regulations, ordinances, codes and policies, including

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but not limited to the ORCA Terms of Use and Privacy Statement (posted on the ORCA websites and available in printed form upon request to the Lead Agency), and the Agencies' respective fares, transfer rules, codes of conduct and other operating policies and procedures.

**18.0 PROHIBITED DISCRIMINATION**

The Business Account shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the administration of its transportation benefits program, the provision of ORCA Business Cards and ORCA Products, or the performance of any acts under this Agreement. The Business Account shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

**19.0 COMPLIANCE WITH APPLICABLE LAW**

The Business Account shall be solely responsible for compliance with all applicable federal, state and local laws, regulations, resolutions and ordinances, including, but not limited to, any provisions relating to the Business Account's provision of compensation, benefits or services to employees or others (e.g. including, but not limited to, transportation fringe benefits) and any reporting, tax withholding, or other obligations related thereto. The Business Account expressly acknowledges and agrees that it has not relied on any representations or statements by the Agencies and will not rely on them to provide any legal, accounting, tax or other advice with regard to the Business Account's provision of compensation, benefits or services to employees or others (e.g. including, but not limited to, transportation fringe benefits) and any reporting, withholding or other obligations related thereto.

**20.0 LEGAL RELATIONS**

**20.1** *No Partnership, Agency or Employment Relationship Formed.* The Business Account and the Agencies are independent parties and nothing in this Agreement shall be construed as creating any joint venture, partnership, agency or employment relationship between and among them or their respective employees. Without limiting the foregoing, the Business Account understands and agrees that none of its employees or agents shall be deemed employees or agent, for any purpose, of any of the Agencies and the Business Account is solely responsible for the acts of its agents and employees and their compensation, wages, withholdings and benefits.

**20.2 LIMITATION ON LIABILITY**

- A. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO:
  - 1. ANY RELIANCE PLACED BY THE BUSINESS ACCOUNT ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY INFORMATION PROVIDED TO THE BUSINESS ACCOUNT BY OR THROUGH THE ORCA SERVICES;
  - 2. ANY CHANGES TO THE ORCA SERVICES OR THE TEMPORARY OR PERMANENT CESSATION OF ANY SUCH SERVICES (OR FEATURES WITHIN A SERVICE);



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3. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY INFORMATION MADE AVAILABLE TO THE BUSINESS ACCOUNT, OR GENERATED BY THE USE OF THE ORCA SERVICES UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE USE OF THE ORCA BUSINESS CARDS ISSUED UNDER THIS AGREEMENT;
  4. THE BUSINESS ACCOUNT'S FAILURE TO PROVIDE THE LEAD AGENCY WITH ACCURATE ACCOUNT INFORMATION; AND
  5. THE BUSINESS ACCOUNT'S FAILURE TO KEEP INFORMATION SECURE AND CONFIDENTIAL.
- B. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCURRED BY THE BUSINESS ACCOUNT UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF PRIVACY, LOSS OF DATA, LOSS OF GOODWILL OR BUSINESS REPUTATION, WHEN SUCH DAMAGES ARISE OUT OF, OR ARE RELATED TO, THIS AGREEMENT OR THE ORCA SERVICES, WHETHER OR NOT ONE OR MORE AGENCIES HAS BEEN ADVISED OF, OR SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF ANY SUCH DAMAGES ARISING.
- C TO THE EXTENT ONE OR MORE OF THE AGENCIES INCURS ANY LIABILITY FOR A BREACH OF THIS AGREEMENT, OR ANY DUTY RELATED TO THE ORCA SERVICES, AND SUCH LIABILITY THAT IS NOT EXCLUDED UNDER THE TERMS OF THIS AGREEMENT, THE EXCLUSIVE, AGGREGATE REMEDY AGAINST THE LEAD AGENCY AND EACH OTHER AGENCY WILL BE, AT THE OPTION OF THE APPLICABLE AGENCIES: (A) THE CORRECTION, SUBSTITUTION OR REPLACEMENT OF ALL OR PART OF THE ORCA SERVICES GIVING RISE TO THE BREACH, OR (B) A REFUND OF THE AMOUNT PAID BY THE BUSINESS ACCOUNT FOR THE ORCA SERVICE CAUSING THE DAMAGE, THE AMOUNT OF WHICH WILL NOT EXCEED THE DAMAGES (OTHER THAN THOSE EXCLUDED ABOVE) ACTUALLY INCURRED BY THE BUSINESS ACCOUNT IN REASONABLE RELIANCE.

THE DAMAGE EXCLUSIONS AND LIMITATIONS ON LIABILITY IN THE AGREEMENT SHALL APPLY EVEN IF ANY REMEDY FAILS FOR ITS ESSENTIAL PURPOSE.

- 20.3 *No Waiver.* The Business Account agrees that if the Lead Agency does not exercise or enforce any legal right or remedy which is contained in the Agreement or under applicable law, this will not be taken to be deemed to be a waiver or modification of the Lead Agency's rights and remedies, and that those rights or remedies will still be available to the Lead Agency.
- 20.4 *Governing Law and Forum.* This Agreement and all provisions hereof shall be interpreted and enforced in accordance with, and governed by, the applicable law of the State of Washington and of the United States of America without regard to its conflict of laws provisions. The exclusive jurisdiction and venue for conducting any legal actions arising under this Agreement shall reside in either the Federal District Court or the State of

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Washington Superior Court, as applicable, that is located in the county in which the Lead Agency's primary administrative office is located. The Business Account hereby consents to personal jurisdiction and venue in said courts and waives any right which it might have to conduct legal actions involving the Agencies in other forums.

- 20.5 *Attorneys' Fees and Costs.* In the event of litigation between the parties related to this Agreement, the Court is authorized to award the substantially prevailing party its costs, fees and expenses including reasonable attorney fees to the extent authorized by the Court and permitted by applicable law.
- 20.6 *Survival.* Sections 4, 5, 9, 14 and 20 shall survive and remain effective notwithstanding any termination of this Agreement.
- 20.7 *Use of ORCA name and logos.* The Business Account understands and agrees that the "ORCA" name and logos are trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Agencies without written permission. The Agencies understand and agree the Business Account name and logo may be trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Business Account without written permission.

**21.0 SUCCESSORS AND ASSIGNS**

This Agreement and all terms, provisions, conditions and covenants hereof shall be binding upon the parties hereto, and their respective successors and assigns; provided, however, no Party may assign or delegate the duties performed under this Agreement without the written agreement by the Lead Agency, the Business Account and the assignee.

**22.0 ENTIRE AGREEMENT AND WRITTEN AMENDMENTS**

This Agreement constitutes the entire agreement between the Business Account and the Lead Agency, on behalf of all Agencies, related to the Business Account's use of and access to ORCA Services (but excluding any services which Lead Agency may provide under a separate written agreement), and completely replaces and supersedes any prior oral or written representations or agreements in relation to fare media consignment and sales or to ORCA Services. No oral agreements or modifications will be binding on the parties and any changes shall be effective only upon a written amendment being signed by the parties.

**23.0 SEVERABILITY**

In the event any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid, then the meaning of that provision shall be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of the Agreement which shall remain in full force and effect unless the provisions that are invalid and unenforceable substantially impair the value of the entire Agreement to any party.

**24.0 AUTHORITY TO EXECUTE**

Each party to this Agreement represents and warrants that: (i) it has the legal power and authority to execute and perform this Agreement and to grant the rights and assume its obligations herein; and (ii) the person(s) executing this Agreement below on the party's behalf is/are duly authorized

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to do so, and that the signatures of such person(s) is/are legally sufficient to bind the party hereunder.

**25.0 COUNTERPARTS**

This Agreement may be executed in two (2) counterparts, each one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

<b>BUSINESS ACCOUNT</b>	<b>LEAD TRANSPORTATION AGENCY</b>
BY: _____ Angela Birney	BY: _____ Carol Cooper
Title: _____ Mayor, City of Redmond	Title: _____ Managing Director, Market Innovation
Business Name: _____ City of Redmond	Agency: _____ King County Metro
Date: _____	Date: _____



**REVIEW DRAFT-NOT FOR SIGNATURE****ATTACHMENT 1****PRODUCTS, PRICING AND TERMS – BUSINESS PASSPORT Per Trip Rate**

Business Account: City of Redmond  
 ORCA Business ID#: 1282  
 Federal Tax ID #: 91-6001492  
 Agreement Type: Business Passport  
 Program Term: August 1, 2022 – July 31, 2023

**Business Passport Products**

- Valid for full fare and unlimited rides on
  - **Bus:** Community Transit, Everett Transit, King County Metro, Kitsap Transit, Pierce Transit, and Sound Transit.
  - **Ferry:** King County Water Taxi and Kitsap Local Ferries and Fast Ferries
  - **Monorail**
  - **Rail:** Sound Transit Link light rail and Sound Transit Sounder (including Rail Plus partnership with Amtrak *Cascades*).
  - **Streetcar:** Seattle Streetcar
  - **Paratransit Transportation:** King County Metro Access, Kitsap Transit Access, and Pierce Transit SHUTTLE.
- **Vanpool:** 100% fare subsidy on Community Transit, King County Metro, Kitsap Transit, and Pierce Transit vanpool vans.
- **Vanshare:** 100% fare subsidy on Community Transit, King County Metro, Kitsap Transit, and Pierce Transit vanshare vans.
- **ORCA Cards:** Business Account logo printed on ORCA Cards.

**Business Passport Pricing**

Product	Cost
<b>Transit</b>	E-purse per trip rate
<b>Cards</b>	\$5.00 each
<b>Card Logo Printing</b>	\$0.50 each card
<b>Administrative Fee</b>	\$750
<b>Vanpool/Vanshare—King County Metro</b>	\$0
<b>Vanpool/Vanshare—Community Transit</b>	\$0
<b>Vanpool/Vanshare—Kitsap Transit</b>	\$0
<b>Vanpool/Vanshare—Pierce Transit</b>	\$0

**Transit Per Trip Rate**

The Transit Per Trip Rate uses ridership data from the ORCA System to calculate costs. The ORCA System calculates the apportioned value for each boarding based on the E-purse equivalent value. The E-purse equivalent value accounts for transfers as shown below.

- Single leg trips are apportioned to the transit agency where the boarding took place at CEFFV (Cash Equivalent Full Fare Value).
- Multi-leg trips are apportioned as follows:
  - $\text{Apportioned Value} = \text{Highest CEFFV among the linked boardings} \times \text{Weight of Linked Trip}$
  - $\text{Weight of Linked Trip} = \text{Agency Trip Rate} / \text{Sum of Trip Rates}$

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- The values are then summed up by Participating Agency and invoiced to the customer.

**Card Costs**

Card orders can be placed by the customer on the Business Account website.

Cards cost five dollars (\$5) each and will be invoiced per payment terms.

Card logos cost fifty cents (\$0.50) per card and will be invoiced per payment terms.

**Card Logo Permission**

The Business Account hereby grants permission for the Agencies to print the Business Account's name and logo on the Business Account's ORCA Business Cards and no further permission is required.

**Vanpool and Vanshare Service**

The vanpool/vanshare subsidy dollar amounts specified above are based on the estimated usage by Eligible Employees of each included Agency's vanpool/vanshare services.

- If the vanpool/vanshare dollar amount specified above is less than the amount due for actual usage by Eligible Employees for any of the included Agency's vanpool/vanshare services under this Agreement, the provider Agency may invoice the Business Account for the additional use.
- If the Business Account enters into a successor agreement to this Agreement, the difference between the specified amount above and the actual amount due to each included Agency under this Agreement will be calculated. An overpayment under this Agreement will be subtracted from the amount specified in the successor agreement. A deficit under this Agreement will be added to the amount specified in the successor agreement, if the provider Agency did not submit a supplemental invoice.
- If this Agreement is terminated or expires without the Business Account entering into a successor agreement, the difference between the specified amount above and the actual amount due each included Agency under this Agreement will be calculated. An overpayment under this Agreement will be credited against any amount still due from the Business Account, or reimbursed by the provider Agency if none is still due. A deficit under this Agreement shall become immediately due and payable by the Business Account to the provider Agency.

**Employee Contributions:** Employees may contribute up to 50% of the price per eligible employees.

**Business Passport Payment Terms**

- Transit usage (trips taken on Bus, Ferry, Monorail, Rail, Seattle Streetcar), card orders and card logo fees will be invoiced monthly, due net 30 days from receipt of invoice.
- Administrative fees and vanpool/vanshare costs will be invoiced in full at the start of the Program Term, due net 30 from receipt of invoice.

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## ATTACHMENT 2

## DESIGNATED REPRESENTATIVES

	<b>BUSINESS ACCOUNT - Contact 1 and Card Delivery Address</b>	<b>LEAD AGENCY – Contact 1</b>
Name	LaNaya Meyers	Cindy Chen
Title	Employee Transportation Coordinator	Customer Relationship Manager
Address	City of Redmond	King County Metro Transit
	15670 N.E. 85 <sup>th</sup> Street	201 South Jackson Street
	P.O. Box 97010	MS: KSC-TR-0326
	Redmond, WA 98073-9710	Seattle, WA 98104
Telephone	425-556-2482	206-263-8952
E-Mail	<a href="mailto:lmeyers@redmond.gov">lmeyers@redmond.gov</a>	<a href="mailto:cchen@kingcounty.gov">cchen@kingcounty.gov</a>
	<b>BUSINESS ACCOUNT – Contact 2</b>	<b>BUSINESS ACCOUNT - Billing Address</b>
Name	Sarah Pyle	Jodi Daub
Title	Planning Manager	Department Administrative Coordinator
Address	City of Redmond	City of Redmond
	15670 N.E. 85 <sup>th</sup> Street	15670 N.E. 85 <sup>th</sup> Street
	P.O. Box 97010	P.O. Box 97010
	Redmond, WA 98073-9710	Redmond, WA 98073-9710
Telephone	425-555-2426	425-556-2482
E-Mail	<a href="mailto:spyle@redmond.gov">spyle@redmond.gov</a>	<a href="mailto:jldaub@redmond.gov">jldaub@redmond.gov</a>

**REVIEW DRAFT-NOT FOR SIGNATURE****ATTACHMENT 3****ELIGIBLE BUSINESS CARDHOLDERS****Definition and Number of Eligible Participants**

<b>Definition of Eligible Participants</b>	All employees who work at the City of Redmond.
<b>Number of Eligible Participants</b>	Number = 500

**REVIEW DRAFT-NOT FOR SIGNATURE****ATTACHMENT 4****SAMPLE - ORCA BUSINESS CARDHOLDER RULES OF USE**

(Note: business account can customize content for means of communicating with employees.)

As a Business Account Cardholder, I agree to the following:

1. I understand that the ORCA Business Card is owned by the employer that provided it to me and it has been provided to me for my personal use only. I agree that I will not sell or transfer my assigned ORCA Card to another person. If I violate these terms of use, my ORCA Card may be blocked from further use.
2. I will keep my assigned ORCA Business Card secure and in good condition, and I will immediately report a lost, stolen, or damaged ORCA Business Card to my company's Transportation Coordinator. I understand an ORCA Business Card will be replaced at the fee charged by my company.
3. I will return my assigned ORCA Business Card upon request or when I leave my employment or otherwise do not meet the eligibility requirements of my company. If I do not return my ORCA Business Card, I understand that it may be blocked for further use.
4. I understand that my ORCA Business Card is valid for the following provided by the listed transportation Agencies.
  - a. 100% of fares on regularly scheduled transportation service on Community Transit, Everett Transit, King County Metro, King County Water Taxi, Kitsap Transit and Kitsap Ferries, Monorail, Pierce Transit, Sound Transit, and Seattle Streetcar.
  - b. 100% of vanpool and vanshare fares on vanpool services provided by Community Transit, King County Metro, Kitsap Transit, and Pierce Transit.
5. I understand and will comply with policies of my employer or other institution that provided my ORCA Business Card.
6. I understand that the ORCA Business Card is not valid for fare payment on transportation services not specified in Section 4 and I am responsible for paying any additional fares required for services not covered, or not fully covered, by my assigned ORCA Business Card.
7. I understand that any additional ORCA Products I load onto my assigned ORCA Card will become the property of the company that owns my ORCA Business Card and the refund, if any, of such products will be made by the company according to its refund policy.
8. I understand in the event any ORCA Products I load onto my assigned ORCA Card must be replaced, I am responsible for any fares required during the replacement period.
9. I understand the ORCA system will record data each time I use my assigned ORCA Business Card. Data will include the date, time and location of the card when it is presented. I understand this data is owned by the transit Agencies and is accessible to the company that owns my ORCA Business Card.
10. I understand that the ORCA Card must be "tapped" on a card reader to show proof of fare payment or issuance of a valid fare. Merely showing the ORCA Card on a bus, train, ferry or

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light rail vehicle does not constitute proof of fare payment or issuance of a valid fare. I will be subject to a fine if the ORCA Card is not "tapped," and I understand I will be personally responsible for any fines that may be imposed.

11. I understand that for the correct fare to be recorded, I must "tap" off on a card reader when exiting some transit systems. For example, I must "tap" off when exiting from a Sounder train or Link light rail.

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**ORCA BUSINESS ACCOUNT SECURITY STANDARDS****1.0 Application Security**

- 1.1 At the time the Business Account enters into the ORCA program, the Lead Agency will provide a single Business Account user id and temporary password to the Business Account's Primary Contact (as specified in Attachment 2, *Designated Representatives*, to enable access to the Business Account's area of the Business Account Website.
- 1.2 The Business Account shall immediately change the temporary password to a strong password that meets the following criteria:
- a. Length - At least eight (8) characters in length or the maximum length permitted by the ORCA system, whichever is shorter.
  - b. Elements - Contains one each of at least three (3) of the following four (4) elements.
    1. English upper case letters (A, B, C...)
    2. English lower case letters (a, b, c...)
    3. Westernized Arabic numbers: 0, 1, 2...9
    4. Special characters: (@, #, %...)
- 1.3 The Business Account shall restrict access to the ORCA Business Account Website by providing its user id and password to only the employee(s) who have a business "need to know" and who are authorized by the Business Account as "system user(s)".
- 1.4 Access to the ORCA Business Account Website is restricted to the purpose of authorized administrative support for the ORCA Business Account program
- 1.5 The Business Account's password shall be changed at least quarterly but also immediately upon (a) a system user leaving the Business Account's employment or otherwise losing his/her status as an authorized user; and (b) the Business Account learning that the password has been obtained by unauthorized persons or entities.
- 1.6 The Business Account's Primary Contact will review security policies and guidelines with system users at least quarterly.

**2.0 Physical Security**

- 2.1 The Business Account shall require system users, when not at their workstations, to log off the Business Account Website, or lock their screen using a password protected screen-saver in order to prevent unauthorized access.
- 2.2 ORCA card stock shall be kept in a secure/locked location with access limited to those administering the program.
- 2.3 The Business Account shall require its employees to keep printed reports containing account information in a secure location.

**REVIEW DRAFT-NOT FOR SIGNATURE****3.0 Incident Management**

- 3.1 The Business Account shall report any security incident or suspected incident immediately to the Lead Agency. Examples of possible security incidents would be: introduction of computer viruses, unauthorized transactions or blocked cards, or lost or stolen card stock.

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**REVIEW DRAFT-NOT FOR SIGNATURE****ATTACHMENT 6****HOME FREE GUARANTEE PROGRAM**

Home Free Guarantee (hereinafter, "HFG") is a King County program that guarantees payment for taxi fares incurred by Eligible Employees who meet the eligible criteria, as set forth below, and taken in accordance with the terms set forth below. HFG is the emergency guaranteed ride home service mentioned in Attachment 1 of the ORCA Business Passport Agreement.

**1.0 DEFINITIONS****1.1 Approved Commute Modes**

Eligible Employees must have commuted from their principal residence, transit center, or park & ride lot to the Business Account's worksite by one of the following modes: bus, train, carpool, vanpool, walk-on or bicycle-on ferry, bicycle, or walk.

**1.2 Eligible Reasons for Using HFG**

The following are eligible reasons for using HFG:

- a. Eligible Employee's or family member's unexpected illness or emergency.
- b. Unexpected schedule change such that the normal commute mode is not available for the return commute to the starting place of their commute. Unexpected means the employee learns of the schedule change that day.
- c. Missing the employee's normal return commute to the starting place of their commute for reasons, other than weather or acts of nature which are beyond the employee's control, and of which they had no prior knowledge. For example, the employee's carpool driver left work or worked late unexpectedly.

**1.3 Non-Eligible Reasons for Using HFG**

Reasons which are not eligible for HFG use include, but are not limited to, the following:

- a. Pre-scheduled medical or other appointments.
- b. To transport individuals who have incurred injury or illness related to their occupation. An HFG ride should NEVER be used where an ambulance is appropriate, nor should an HFG ride replace Business Account's legal responsibility under workers' compensation laws and regulations.
- c. Employee termination or reductions in force.
- d. Other situations where, in the opinion of the Business Account's Program Coordinator, alternate transportation could have been arranged ahead of time.

**1.4 Eligible Destinations for an HFG Ride**

- a. From the Business Account's worksite to the Eligible Employee's principal place of residence.
- b. From the Business Account's worksite to the Eligible Employee's personal vehicle, e.g. vehicle located at a transit center or park & ride lot.
- c. From the Business Account's worksite to the Eligible Employee's usual commute ferry terminal on the east side of Puget Sound.

**1.5 Intermediate Stops**

Intermediate stops are permitted only if they are of an emergency nature and are requested in advance by the Eligible Employee and are authorized in advance of the HFG ride by the

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Business Account's Program Coordinator (i.e. pick up a necessary prescription at a pharmacy; pick up a sick child at school).

**2.0 BUSINESS ACCOUNT RESPONSIBILITIES****2.1 HFG Program Payment**

Business Account's payment for HFG services is accounted for in the base price of the ORCA Business Passport Agreement, as indicated in Attachment 1.

**2.2 Program Coordinator**

Business Account shall designate as many Program Coordinators as necessary to administer and perform the necessary HFG program tasks as set forth in this Attachment.

**2.3 Number of HFG Rides per Eligible Employee**

Business Account shall ensure that each Eligible Employee does not exceed eight (8) HFG rides per twelve (12) month period.

**2.4 Access to Service**

Business Account shall make information about how to access HFG rides available to all Eligible Employees.

**3.0 HFG PROGRAM TASKS****3.1 Process**

To access HFG rides, Eligible Employees shall contact the Program Coordinator. The Program Coordinator shall call directly an answering service provider, contracted for by King County. The phone number is **425-450-4555**.

Program Coordinator shall screen and obtain the following information from the Eligible Employee, and provide the information to the answering service provider as part of arranging the taxi ride for the Eligible Employee.

- a. Verify the Eligible Employee has commuted to the worksite by an eligible mode.
- b. Verify the Eligible Employee has an eligible reason and eligible destination for an HFG ride.

**3.2 Reporting**

- a. Once an Eligible Employee takes the emergency taxi ride, obtain from the Eligible Employee a completed receipt of the taxi trip.
- b. Business Account's Program Coordinator shall forward copies of such receipts to King County at the end of each month for record keeping and accounting purposes.

**4.0 KING COUNTY RESPONSIBILITIES****4.1 Participating Taxi Business Account(s)**

Business Account agrees that neither King County nor answering service provider is responsible for providing transportation services under the HFG program. Business Account further agrees that King County makes no guarantee or warranty as to the availability, quality or reliability of taxi service, and that King County's sole obligation under the program is to make

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payment of the taxi provider for trips actually taken in accordance with the terms of this Agreement. Business Account agrees it shall make no claims of any kind or bring any suits of any kind against King County for damages or injuries of any kind arising out of or in any way related to the HFG program. Without limiting the foregoing and by way of example only, the Business Account agrees that King County shall not be liable for any injuries or damages caused by negligence or intentional acts occurring before, during or after a taxi ride or for any injuries or damages caused by failure of a taxi to provide a ride due to negligence, intentional acts or causes beyond the taxi's control, including but not limited to incidence of fire, flood, snow, earthquake or other acts of nature, riots, insurrection, accident, order of any court or civil authority, and strikes or other labor actions.

#### 4.2 Payment of Authorized HFG Taxi Fares

King County shall pay the metered fare amount of a Business Account's Program Coordinator-authorized HFG ride, as defined in the DEFINITIONS section above, for a one-way distance of up to sixty (60) miles. Business Account or Eligible Employee taking the HFG ride shall pay any fare for a one-way distance in excess of sixty (60) miles. King County shall not pay any taxi driver gratuity. Taxi driver gratuity will be at the sole discretion of Business Account or the Eligible Employee taking the HFG ride.

#### 4.3 Reporting

King County shall keep a complete record of all authorized HFG ride requests and provide a copy of this record to Business Account's designated Contact Person if requested.

#### 4.4 Program Abuse

King County reserves the right to investigate and recover costs from the Business Account of intentional abuse of the HFG program by Eligible Employees. Program abuse is defined as, but not limited to, taking more than the maximum eight rides per agreement period, taking trips for inappropriate reasons, unauthorized destinations and intermediate stops, and pre-scheduled appointments not defined in the DEFINITIONS section above.



## Memorandum

**Date:** 5/17/2022  
**Meeting of:** City Council

**File No.** AM No. 22-072  
**Type:** Consent Item

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

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

Planning and Community Development	Sarah Pyle	Manager
Planning and Community Development	Seraphie Allen	Deputy Director

**TITLE:**

Approval of the 2021-22 Go Redmond King County Metro Contract Amendment

**OVERVIEW STATEMENT:**

King County has requested an amendment to city contracts for jurisdictions that have been granted transportation demand management matching operation grants. The amendment is to clarify in writing the required Federal Transit Administration (FTA) language and correct inadvertent typos.

King County Metro contributed \$242,500 of funding to Go Redmond to continue offering coordinated Transportation Demand Management (TDM) products and services through December 31, 2022, continuing the successful partnership between the City of Redmond and King County Metro that has been in place since 1999. The grant N/A the City of Redmond is to complete work in four categories: Employer TDM; Residential TDM; Equitable TDM; and TDM Pilot Programs.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Commute Trip Reduction laws and Transportation Management Program Requirements
- **Required:**  
N/A
- **Council Request:**  
N/A

- **Other Key Facts:**  
N/A

**OUTCOMES:**

The amendment adds FTA language required for grant spending and corrects typos of the allocated funds and reimbursement cap to match the \$242,500 contract. Nothing amended will change the scope or agreed-upon funding amount.

**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:**

The amendment will not result in any additional costs.

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

**Budget Offer Number:**

N/A

**Budget Priority:**

Vibrant and Connected

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

*If yes, explain:*

N/A

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
5/3/2022	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

While there is not a specific date required, King County has requested timely processing of the amendment to ensure the contract complies with its internal financial policies.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, we would not have the current language needed to make this contract relevant. Our partner in offering these services and benefits to the community and employers would be impacted and out of compliance with their internal financial policies.

**ATTACHMENTS:**

Attachment A: City of Redmond Amendment  
Attachment B: Current Contract

**CONTRACT AMENDMENT****Project Name:** Transportation Demand Management Agreement**Contractor:** City of Redmond**Contract No.:** 6251538**Address:** 15070 NE 85<sup>th</sup> St**Amendment Date:** 11/16/2021

Redmond, WA 98073-9710

**Amendment No.:** 1**AMENDMENT REQUESTED BY**

King County Metro Transit

Organization

Tim Hams

Name

Transportation Planner II – TDM Team

Title

**AMENDMENT EFFECTS**

- ☐ **Change of Scope**  
☐ **Method of Payment**  
☐ **Time of Performance**  
☒ **Compensation**  
☒ **Terms and Conditions**  
☐ **Results of Services**  
☐ **Other**

**AMENDMENT No. 1**  
**TO THE**  
**TRANSPORTATION DEMAND MANAGEMENT AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY**  
**AND**  
**CITY OF REDMOND**

This Amendment No. 1 to the Transportation Demand Management Agreement (“Amendment No. 1” or the “First Amendment”) is made by and between the City of Redmond, a Washington municipal corporation (the “City”) and King County, a home rule charter county of the State of Washington, through King County Metro Transit (the “County”), either of which entity may be referred to hereinafter individually as “Party” or collectively as the “Parties.”

WHEREAS, the Parties entered into a Transportation Demand Management Agreement (the “Agreement”) effective January 1, 2021; and

WHEREAS, Section 14 of the Agreement provides that this Agreement may be amended or modified only by a prior written amendment signed by authorized representatives of the Parties hereto;

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

**1. LANGUAGE REVISION**

*Replace the 2nd Whereas paragraph with the following:*

“Whereas, the CMAQ grant is for multi-modal transportation project planning and demonstration programs, in order to reduce drive-alone vehicle travel and increase high occupancy vehicle use to help reduce energy consumption, air pollution and traffic congestion. Limited research and development are allowed under this grant but cannot be the primary element of the scope. The Catalogue of Federal Domestic Assistance number for this grant is 20.507 – Urbanized Area Formula Grants, and the County intends to use up to \$242,500 of these grant funds as a sub-award to the City for work performed in accordance with the terms and conditions of this Agreement and not for research and development purposes. There will be no indirect costs charged to this award; and”

**2. REIMBURSEMENT CAP AMOUNT CORRECTION.**

Section 4 – County’s Responsibilities.

Revise the “Reimbursement Cap” amount from \$300,000 to \$242,500.

**3. NO OTHER MODIFICATIONS.**

Except as specifically provided for in this Amendment No. 1, all other provisions of the Agreement shall remain unchanged and in full force and effect.

**4. EFFECTIVE DATE.**

This Amendment No. 1 shall be effective upon signature of both Parties.

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED AND INSTITUTED ON THE DATE FIRST ABOVE WRITTEN.

---

**King County, Washington**

---

**Contractor**

**By** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**By** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_





## City Contract Routing Form

City Contract #: 9685

## Section 1 – Attach Contract Documents



(multiple files can be uploaded)

Is an insurance certificate attached?

☐ Yes☒ No/Not applicable

Comments: \_\_\_\_\_

## Section 2 – Fill Out Contract Details

Date: 05/26/2021 Department: Planning Division: TDM Mail Stop: 4SPLProject Administrator Name: LaNaya Myer Extension: 2482

Project Manager Name (if different than above): \_\_\_\_\_ Extension: \_\_\_\_\_

Contract Type: Grant If other, please indicate: \_\_\_\_\_Contract Title: Go Redmond King County Metro GrantContractor/Consultant Business Name: King County MetroContract Description: Grant for Transportation Demand Management products and servicesProject ID #: \_\_\_\_\_ Budget/Account #: 118.82200.00360.54720Council Approval Date: 04/06/2021 Council Agenda Memo #: \_\_\_\_\_ RFP/IFB/RFQ #: \_\_\_\_\_ NIGP #: \_\_\_\_\_☒ New ContractTotal Amount: \$242,500Start Date: 1/2021 End Date: 12/2022Renewal Option (Y/N): N If yes, how many? N/A☐ Amendment/Renewal/Change Order #: \_\_\_\_\_ Original CC #: \_\_\_\_\_

New Start Date: \_\_\_\_\_ New End Date: \_\_\_\_\_

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

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

New/Cumulative Contract Amount: \_\_\_\_\_

## Section 3 – Route Contract for Signatures and Approvals

☒ Department Director: DocuSigned by: Carol Helland Date: 5/26/2021 Comments: \_\_\_\_\_  
DA525C34AC764BC...
☐ TIS Director: \_\_\_\_\_ Date: \_\_\_\_\_ Comments: \_\_\_\_\_

☒ City Attorney: DocuSigned by: Jim Haney Date: 5/26/2021 Comments: I am assuming Carol has been delegated signing authority.  
85394CE96994B5...
☒ Risk Manager: DocuSigned by: Malisa Files Date: 5/26/2021 Comments: \_\_\_\_\_  
581CDD1AF985491...
☒ Mayor or Designee: DocuSigned by: Kelley Cochran (Mayor Designee) Date: 5/28/2021 Comments: \_\_\_\_\_  
5D9FC672714C4E4...
☒ City Clerk's Office: DocuSigned by: Cheryl Xanthos Date: 5/28/2021 Comments: Electronic Original - in Hummingbird  
E725E58918E4E1...
☒ Purchasing: no signature required – for copy only

# TRANSPORTATION DEMAND MANAGEMENT AGREEMENT

## BETWEEN

## THE CITY OF REDMOND

## AND

## KING COUNTY

This Transportation Demand Management Agreement is made and entered into by and between the City of Redmond, a Washington municipal corporation (the “City”) and King County, a home rule charter county of the State of Washington, through the Metro Transit Department (the “County”), either of which entity may be referred to hereinafter individually as “Party” or collectively as the “Parties.”

Whereas, the County has obligated a grant from the Federal Transit Administration (FTA) (Award WA-2020-087-00) FY19 Congestion Mitigation Air Quality (“CMAQ”) to 5307 – TDM Corridor Strategies Supporting Centers and Regional Park and Ride TDM Activities and Access Improvements, awarded to the County on August 31, 2020 for a total award amount of \$6,488,278; and

Whereas, the CMAQ grant is for multi-modal transportation project planning and demonstration programs, in order to reduce drive-alone vehicle travel and increase high occupancy vehicle use to help reduce energy consumption, air pollution and traffic congestion. Limited research and development are allowed under this grant but cannot be the primary element of the scope. The Catalogue of Federal Domestic Assistance number for this grant is 20.507, Federal Transit Formula Grants, and the County intends to use up to \$242,500 of these grant funds as a sub-award to the City for work performed in accordance with the terms and conditions of this Agreement; and

Whereas, such projects and programs include strategies known as transportation demand management (“TDM”) which may encompass incentives, outreach, promotions, website development and maintenance, materials and services that facilitate travel by public transportation, shared rides, bicycling, walking and teleworking; and

Whereas, the City, whose DUNS number is 022829899 and the County provide such TDM programs to commuters, students and residents directly or through employers, schools and/or property managers; and

Whereas, the City’s Transportation Demand Management program (the “Program”), including activities conducted through the City’s *Go Redmond* transportation options brand, has been effective in reducing drive-alone trips in Redmond; and

Whereas, the City and County have continued to adapt and demonstrate these strategies through the Program by adding new market segments and new approaches to Redmond area residents and workers;

NOW THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

## **1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish a mutually beneficial arrangement between the City and the County that will help both Parties realize their respective TDM objectives. This Agreement also creates a mechanism to allow the County to reimburse the City for costs incurred to perform the tasks and implement the programs described in the Scope of Work ("SOW"), as set forth in Exhibit A, which is attached and incorporated herein. In consideration of the City's performance of the tasks and responsibilities set forth in the SOW, the County will provide the City up to \$242,500 in grant funds.

## **2. AGREEMENT TERM AND MODIFICATIONS**

This Agreement shall be effective as of January 1<sup>st</sup>, 2021, upon signature by both Parties, and shall remain in effect unless otherwise terminated through December 31, 2022. If mutually agreed, the Agreement may be extended by written amendment for up to an additional two (2) years. Exhibits and attachments may be modified at that time as mutually agreed by the Parties. Any extension shall be made in writing in accordance with Section 14 of the Agreement. The County will enter into or extend this Agreement only on the condition that all City accounts with the County are current.

## **3. CITY'S RESPONSIBILITIES**

The City shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work required as related to program performance associated with the SOW in Exhibit A. The program tasks, timelines and budget are stated in Exhibit A.

## **4. COUNTY'S RESPONSIBILITIES**

The County will reimburse the City for actual costs incurred to satisfactorily perform the tasks and implement the Program as provided for in the SOW. In no event shall the total reimbursement made by the County to the City for work performed pursuant to this Agreement exceed \$300,000 (the "Reimbursement Cap").

## **5. INVOICE AND PAYMENT PROCEDURES**

The City shall submit completed invoice(s) to the County detailing expenses, quarterly activities, outcomes and metrics within thirty (30) calendar days following each quarter's end. The County shall pay the City within fifteen (30) calendar days after the County has received completed invoices.

In no event will the total amount of the initial investment and quarterly payments exceed the Reimbursement Cap specified at Section 4 of this Agreement without the Parties mutually agreeing to amend this Agreement in accordance with Section 14 of the Agreement.

## 6. FEDERAL REQUIREMENTS

A. This Agreement is subject to a financial assistance agreement between the County and the FTA. The City shall comply with all applicable federal laws, regulations, policies, procedures and directives, including but not limited to the following, which are attached hereto or incorporated herein by this reference:

1. 2 CFR Part 200.300 through 2 CFR Part 345, contained in Subpart D, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The text is available at: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/xml/CFR-2015-title2-vol1.xml#seqnum200.300>
2. 2 CFR Part 200.400 through 2 CFR Part 200.475, contained in Subpart E, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The text is available at: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/xml/CFR-2015-title2-vol1.xml#seqnum400.1>
3. The requirements and obligations imposed on a “Recipient” under the applicable provisions of the FTA Master Agreement. The Master Agreement text is available at: <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2020>
4. The requirements of FTA Circular 5010.1E Project Administration and Management. Circular 5010.1E text is available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/award-management-requirements-circular-50101e>
5. If the City contracts with a third party to provide all or a portion of the services described in this Agreement, then the City shall comply with FTA Circular 4220.1F. Circular 4220.1F text is available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>
6. Applicable FTA Third Party Contract Provisions – Standard Terms and Conditions. The text is attached as Exhibit B.

B. New federal laws, regulations, policies, procedures and directives may be adopted after the date this Agreement is established and may apply to this Agreement. The City agrees to accept and comply with all applicable laws, regulations, policies, procedures and directives as may be amended or promulgated from time to time during the term of this Agreement.

C. The City shall not perform any act, fail to perform any act, or refuse to comply with any requests by the County which would cause the County to be in violation of any federal law or FTA requirement. The City’s failure to so comply with this Section shall constitute a material breach of this Agreement.



D. The County and City acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the County, City, or any other party (whether or not a party to this Agreement or any Agreement awarded pursuant thereto) pertaining to any matter resulting from this Agreement.

E. The City agrees to extend application of the federal requirements to its subrecipients or contractors, and their respective subcontractors, by including this Section and the related exhibits in each contract and subcontract the City awards under this Agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this Section shall not be modified, except to change the names of the parties to reflect the subrecipient or contractor which will be subject to its provisions.

F. The City acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the work under this Agreement. Upon execution of this Agreement, the City certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA-assisted project for which this work is being performed. In addition to other penalties that may be applicable, the City further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the City to the extent the Federal Government deems appropriate.

1. The City also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5323(l)(1) on the City, to the extent the Federal Government deems appropriate.
2. The City agrees to include the language in Section F and Section F(1) above in each contract and subcontract it awards under this Agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the contractor or subcontractor who will be subject to the provisions.

#### G. Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of 2 CFR part 1200. As such, the City is required to verify that none of the City, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The City is required to comply with 2 CFR 1200, Subpart C and must include the

requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the City certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the City knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The City agrees to comply with the requirements of 2 CFR 1200, Subpart C while this offer is valid and throughout the period of any work or service that may arise from this Contract. The City further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. Because the County is sub-granting \$25,000 or more of pass-through Federal Transit Administration funds, the County must comply with the reporting requirements of The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282., as amended by section 6202(a) of P.L. 110-252). The FFATA prescribes specific data to be reported and the County hereby agrees to report sub-award data into the website [www.USASpending.gov](http://www.USASpending.gov) via [www.ftrs.gov](http://www.ftrs.gov). The City agrees to provide the County with the information required in this paragraph within 30 calendar days from the execution date of this Agreement:

- a. Location of the City (physical address(es), including congressional district(s)); and
- b. Place of performance (physical address(es), including congressional district(s)); and
- c. Unique identifier of the City and its parent (DUNS Number, a unique nine-digit number issued by Dun & Bradstreet (D&B) to a single business entity assigned to each business location in the D&B database having a unique, separate, and distinct operation for the purpose of identifying it); and
- d. Total compensation and names of top five executives IF BOTH of the following apply:
  - i. More than 80% of the City's gross annual revenues are from the federal government, and those revenues are greater than \$25,000,000 annually, and
  - ii. Compensation information is not already available through reporting to the Securities and Exchange Commission.

I. The City agrees to provide the County with its Federal Central Contractor Registration number within 30 calendar days of the execution of this Agreement. If it has not already registered, the City agrees to register with the Federal Central Contractor Registration at <https://www.sam.gov/portal/public/SAM/> (formerly [www.CCR.gov](http://www.CCR.gov)) and provide the County with the registration number within 30 calendar days from the execution date of this Agreement. *Exceptions may be made on a case-by-case basis upon approval by the County.*

J. The City agrees to provide the County with a copy of its Title VI implementation plan in accordance with FTA Circular 4702.1B, Chapter III, Section 11. If the City does not have a Title

VI plan, the County and the City agree to work together to sufficiently document the City's adoption of the County's Title VI plan, or in the alternative, the City's implementation of its own Title VI plan.

K. In accordance with FTA Circular 4702.1B, Chapter II, Section 2, and by signing this Agreement, the City certifies that it will comply with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, U.S. Department of Justice "Guidelines for enforcement of Title VI, Civil Rights Act of 1964, 28 CFR §50.3, U.S DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21.

## 7. DISPUTE RESOLUTION PROCESS

7.1 Designated Dispute Resolution Representatives. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

<b>For the County</b> Carol Cooper Mobility Innovations Managing Director Metro Transit Department 201 South Jackson Street, M/S KSC-TR-0411 Seattle, WA 98104 (206) 477-5871 carol.cooper @kingcounty.gov	<b>For the City</b> Sarah Pyle Communtiy Development & Implementation Manager 15070 NE 85th St PO Box 97010 Redmond, WA 98073-9710 (206) 425-2426 spyle@redmond.gov
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7.2 The County representative and the City representative shall confer to resolve disputes that arise under this Agreement as requested by either Party. The designated representatives shall use their best efforts and exercise good faith to resolve such disputes.

7.3 In the event the Designated Representatives are unable to resolve the dispute, the appropriate City Administrator or her/his designee and the General Manager of the County's Metro Transit Division or her/his designee shall confer and exercise good faith to resolve the dispute.

7.4 In the event the City Administrator and the General Manager of Metro Transit are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame the Parties are willing to discuss the disputed issue(s).



- 7.5 If the Parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either Party may institute a legal action in the King County Superior Court, situated in Seattle, Washington, unless another venue is mutually agreed to in writing.
- 7.6 The Parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

## 8. TERMINATION

- 8.1 Termination for Convenience. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. In the event of termination of this Agreement, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 8.2 Termination for Cause. If either Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either Party violates any of these terms and conditions, the aggrieved Party will give the other Party written notice of such failure or violation. The responsible Party will be given the opportunity to initiate a correction of the violation or failure within fifteen (15) calendar days. If failure or violation is not corrected within the mutually agreed upon time period, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.
- 8.3 Termination for Non-Appropriation or Loss of Grant Funding. This Agreement is contingent upon federal grant funding and local legislative appropriations. As such, in addition to termination for default or convenience, the County may terminate this Agreement for non-appropriation or loss of grant funding by giving not less than thirty (30) calendar days' written notice thereof to the City.

## 9. LEGAL RELATIONS

- 9.1 No Third Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.
- 9.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement.
- 9.3 Independent Capacity. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.
- 9.4 Jurisdiction and Venue. The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

- 9.5 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, both Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.
- 9.6 Assignment. Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.
- 9.7 Compliance with Applicable Laws. The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination, and agree to require the same of any subcontractors providing services or performing any work related to the Program using funds provided under this Agreement.

## 10. FORCE MAJEURE

Either Party to this Agreement shall be excused from performance of its responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court or civil authority; commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

## 11. INDEMNIFICATION

Both Parties shall protect, defend, indemnify and save harmless each other, their officers, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from either Party's negligent acts or omissions in performing their obligations under this Agreement. The Parties agree that they are fully responsible for the acts and omissions of their own contractors, subcontractors, employees, and agents, acting within the scope of their employment as such, as they are for the acts and omissions of its own employees and agents. The Parties agree that their obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of their employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of both Parties immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Parties only, and only to the extent necessary to provide the Parties, their officers, employees, and agents with a full and complete indemnity of claims made by the Parties employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

**12. WAIVER**

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

**13. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**14. CHANGES AND MODIFICATIONS**

This Agreement may be changed, modified, or amended only by written agreement executed by authorized representatives of both Parties.

**15. REPRESENTATION ON AUTHORITY OF SIGNATORIES**

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

**16. ALL TERMS AND CONDITIONS**

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

**17. CONTRACT MANAGEMENT**

The contact persons for the management of this Agreement (the "Contract Managers") are identified and their contact information is provided herein and may be updated by either Party for their agency only and shall be submitted in writing or electronic mail to the other Party. Any update to the Contract Managers' information shall state the effective date of said update.

<b>Contract Manager</b>	<b>King County</b>	<b>City of Redmond</b>
Contact Name	Mitchell Lloyd	LaNaya Myers

Title	Transportation Demand Management Lead (TDM Lead) King County Metro Market Innovation Section	Transportation Demand Management (TDM) Program Administrator
Address	201 S. Jackson St. M/S KSC-TR-0411 Seattle, WA 98104	15670 NE 85 <sup>th</sup> St. PO Box 97010 Redmond, WA 98073-9710
Telephone	206-263-3788	(425) 556-2482
E-Mail	mlloyd@kingcounty.gov	lmmyers@redmond.gov

## 18. RECORDS RETENTION AND AUDIT

- 18.1 During the progress of the work and for a period of not less than six (6) years from the date of final payment by the County, the City shall keep available for inspection and audit by the County and the federal government the records pertaining to the Agreement and accounting therefore. Copies of all records, documents or other data pertaining to performance of the Agreement will be furnished upon request. If any litigation, claim or audit is commenced related to performance of the Agreement, the records along with supporting documentation shall be retained until all litigation, claims and/or audit findings have been resolved even though such litigation, claim or audit continues past the six-year retention period.
- 18.2 All Agreement costs must be documented including copies of invoices and time sheets showing hours worked and rates, or financial system expense reports documenting these items.
- 18.3 The County, the U.S. Department of Transportation, the FTA, the State Auditor, and the Inspector General and any of their duly authorized representatives shall have full access to and right to examine, during normal business hours, all City records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and other matters covered by this Agreement.
- 18.4 Unless already published and available at the federally appointed online, accessible audit reporting database the City agrees to submit to the County, a copy of the City's A-133 Single Audit report when requested by the County for sub recipient monitoring purposes.

## 19. EXECUTION OF AGREEMENT

This Agreement may be executed in multiple counterparts, any one of which shall be regarded for all purposes as an original.

IN WITNESS THEREOF the Parties hereto have executed this Agreement by duly authorized representatives on the dates shown below their respective signatures.

**KING COUNTY**

By: \_\_\_\_\_  
Terry White  
General Manager  
Metro Transit Department

Date: \_\_\_\_\_

**CITY OF REDMOND**

By: DocuSigned by:  
*Carol Helland*  
DA525C34AC764BC...  
\_\_\_\_\_  
Carol Helland  
Planning and Community Development  
Director  
City of Redmond

Date: 5/26/2021  
\_\_\_\_\_

**Exhibit A**  
**City of Redmond**  
**Transportation Demand Management Agreement with King County Metro**  
**Scope of Work**  
**January 1, 2021**

**OVERVIEW**

Continuing the successful partnership between the City of Redmond and King County Metro that has been in place since 1999, the draft 2021-2022 budget and scope of work is laid out below. King County Metro would contribute \$242,500 of funding that will allow Go Redmond to continue offering coordinated Transportation Demand Management products and services through December 31, 2022. It is a matching grant with the City of Redmond, where the City provides a further \$337,500 to complete work in four categories: Employer TDM; Residential TDM; Equitable TDM; and TDM Pilot Programs.

**DESCRIPTION/BACKGROUND**

The partnership between the City of Redmond and King County began in 1999 to educate and engage Redmond residents, employees and employers in using alternatives to driving alone through the Go Redmond program. The services help businesses meet their goals for the Commute Trip Reduction (CTR) law and Transportation Management Programs (TMP) and thereby reduce energy consumption, air pollution, and traffic congestion. Go Redmond continues to advance the City's and Metro's shared objectives to reduce drive-alone trips, gaining users of transit, vanpool, carpool, biking and walking.

Go Redmond has been very successful in forming partnerships with local businesses, schools and residents to provide effective alternatives to single-occupant vehicle use.

2019-2020 Accomplishments:

- Pilot ORCA for multifamily: Worked with 5 downtown apartment buildings. Distributed surveys, educational postcards, and ORCA cards to over 400 tenants.
- Waze Carpooling on Willows Road: Construction mitigation
- Delivery of 233 ORCA cards and vanpool subsidies to new riders that live or work in Redmond.
- Contracted work with Hopelink to provide TDM Services to low-income, immigrant, and senior communities in Redmond resulting in over 100 in person transit orientation trainings and over 110 pedestrian visibility kits distributed.
- Expanded partnership with the Greater Redmond TMA to more effectively reach our Redmond employers. The GRTMA has taken on Go Redmond tasks, like running social media platforms, subsidy distribution, and administering employer grants.

2021-2022 Transportation Demand Management Focus Areas:

The City of Redmond's Transportation Demand Management (TDM) Program works to support a multimodal city where residents, visitors, and employers have equitable access to transportation options. Under the next contract and budget cycle, work will be focused in four key areas.



1. Employer TDM: Continuing our successful partnership, the Go Redmond program will continue to support commuters by providing education and training to Employee Transportation Coordinators, transportation program grants, and transportation subsidies for their employees. We plan to emphasize telecommuting grants, subsidies, and education for employers and support their transition back to the workplace post COVID-19.
2. Residential TDM: 80% of all trips are non-commute related and with Redmond's projected growth and urbanization, TDM efforts are needed to reduce drive alone trips, reliance on a personal vehicle, reduce congestion, and improve the health and vitality of our community. Residential TDM will include outreach to multifamily buildings, neighborhood-based outreach, and a school-based program.
3. Equitable TDM: Transportation related costs are the second highest household expense and low-income households are especially burdened by these costs. Certain modes of transportation seeing a pronounced gender gap or divergent experiences using the available options. Men are twice as likely to be bicycle commuters, and women have more pronounced safety concerns in using public transit. By TDM working to address equity issues, we are ensuring all people in Redmond have access to safe transportation options and we are building a more equitable and welcoming city.
4. Pilot Interventions: The TDM Landscape is changing quickly with new technologies and transportation options in micro mobility. By keeping a flexible program structure, the City of Redmond's TDM program can address opportunities as they arise and show proof of concept to new technologies and approaches.

### Anticipated Budget for January 1, 2021 – December 31, 2022 King County

Funding Category	Program Areas	2021-2022 Budget	COR %	KCM %
Employer TDM	Transportation Subsidies: Vanpool, Transit, Carpool, and Teleworking	\$ 120,000.00	50%	50%
	Commuter Incentives	\$ 10,000.00	100%	0%
	ETC Education, Employer Consulting, and Grants	\$ 90,000.00	50%	50%
	Program Administration and Marketing	\$ 55,000.00	50%	50%
	<b>Employer TDM Subtotal</b>	<b>\$ 275,000.00</b>	<b>\$142,500</b>	<b>\$132,500</b>
Residential TDM	SchoolPool	\$ 60,000.00	50%	50%
	TDM in Urban Centers & Transit Oriented Developments (light rail ready, 10 min neighborhoods, Multifamily ORCA program)	\$ 75,000.00	50%	50%
	<b>Residential TDM Subtotal</b>	<b>\$ 135,000.00</b>	<b>\$67,500</b>	<b>\$67,500</b>
Equitable TDM	TDM for the Redmond Workforce	\$ 30,000.00	75%	25%
	TDM for Diverse Communities (Hopelink)	\$ 50,000.00	75%	25%
	<b>Equitable TDM Subtotal</b>	<b>\$ 80,000.00</b>	<b>\$ 60,000</b>	<b>\$20,000</b>
Pilot Interventions	TDM Activities for a rapidly changing environment	\$ 50,000.00	75%	25%
	Shared Parking: Private Park & Ride to access transit	\$ 40,000.00	75%	25%
	<b>Pilot Interventions Subtotal</b>	<b>\$ 90,000.00</b>	<b>\$67,500</b>	<b>\$22,500</b>
<b>2021-2022 Budget Total</b>	<b>GRAND TOTAL</b>	<b>\$580,000</b>	<b>\$337,500</b>	<b>\$242,500</b>



## Exhibit B

### FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY CONTRACT REQUIREMENTS

This Contract shall be partially funded by the Federal Transit Administration (FTA). The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, as revised, dated March 18, 2013, as are the requirements of the Master Agreement between King County (“the County”) and the U.S. Department of Transportation, including all “flow down” provisions to third party Contractors and Subcontractors are hereby incorporated by reference. Unless stated otherwise, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

#### 1-1 Disadvantaged Business Enterprise (DBE) Participation

- A. Nondiscrimination 49 CFR part 26. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
  
- B. DBE Program. The DBE requirements of 49 CFR Part 26 apply to this Contract. King County has determined that no DBE goal will be established for this Contract. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to accurately monitor DBE program compliance.
  
- C. Efforts to Increase DBE Participation. Even though this Contract has no DBE goal, the County still encourages Contractors to pursue opportunities for DBE participation. To that end, Contractors are encouraged to:
  - 1. Advertise opportunities for subcontractors and suppliers (“subcontractors”) in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting proposals directly from DBEs.
  - 2. Effectively use the services of available minority/women community organizations, Contractors’ groups, local, state, and Federal minority/women business assistance offices; Disadvantaged Business Enterprise and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs and other small businesses.

5. Establish delivery schedules, where requirements of the contract allow and encourage participation by DBEs and other small businesses.
  6. Achieve DBE attainment through joint ventures.
  7. Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) DBE and other small businesses that have the capability to perform the Work of the Contract.
  8. Select portions of the Work to be performed by Subcontractors to increase the likelihood that DBE and other small businesses' goals will be achieved
  9. Provide interested Subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  10. Negotiate in good faith with interested DBEs and other small businesses.
  11. Avoid rejecting DBEs and other small businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to obtain DBE and other small business participation.
  12. Make efforts to assist interested DBEs and other small businesses in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  13. Make efforts to assist interested DBEs and other small businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.
- D. DBE Listing. A current list of DBE firms accepted as certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available from that office at (360) 753-9693. For purposes of this Contract, a DBE firm must be certified by OMWBE as of the date of contract award.
- E. Procedure Applicable when DBEs Are Utilized. Concurrent with the use of any DBE subcontractor or supplier the Contractor shall provide notice of such use in writing to the King County Office of Business Development and Contract Compliance (BDCC). Upon receipt of said notice, BDCC shall provide the Contractor with the applicable procedures for counting DBE participation. Assistance with this Section is available from BDCC at (206) 263-9717. Notice referenced herein should be delivered to the following address:

King County Department of Finance  
 Office of Business Relations and Economic Development  
 401 Fifth Avenue, Suite 350  
 MS CNK-ES-0350

Seattle, WA 98104  
Phone: (206) 263-9717  
Fax: (206) 205-0840

- F. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County. In addition, the contractor may not hold retainage from its subcontractors, but may require the purchase of a retainage bond by the subcontractor.
- G. The Contractor must promptly notify the County whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

#### **1-2 Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **1-3 No Federal Government Obligations to Third Parties**

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **1-4 Civil Rights**

The following requirements shall apply to this Contract and all third-party contracts:

(A) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, U.S. Department of Justice "Guidelines for enforcement of Title VI, Civil Rights Act of 1964, 28 CFR §50.3, U.S DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102,



section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any person on the basis of race, color, religion, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(B) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 793 and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Sex - In accordance with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. Sections 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, and FTA Circular 4220.1F Chapter IV, Section 2(a)(5)(b), the Contractor agrees to refrain from discrimination against present and prospective employees on the basis of their sex. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Age - In accordance with The "Age Discrimination Act of 1974, as amended, 42 U.S.C. Sections 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 CFR Part 90, and section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq., the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to

Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.'

(C) Information and Reports - The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. The Contractor shall maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed. Where any information is required and it is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County or the Federal Transit Administration, as appropriate, and shall set forth efforts made to obtain the information.

(D) Sanctions for Noncompliance - In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the County shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,
2. Cancellation, termination or suspension of the Contract, in whole or in part.

(E) Incorporation of Provisions - The Contractor shall include the provisions of paragraphs A through E of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **1-5 Labor Provisions - Non-Construction Contracts (For Contracts in excess of \$100,000)**

The Contractor agrees to comply, and assures the compliance by each subcontractor or subconsultant at any tier with any applicable employee protection requirements for non-construction employees of Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. Sections 3701-3702 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5. These include but are not limited to the following:

**A. Overtime Requirements**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. (29 CFR § 5.5(b)(1)).

**B. Violation: Liability for Unpaid Wages: Liquidated Damages**

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2)).

**C. Withholding for Unpaid Wages and Liquidated Damages**

The Department of Transportation or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph B of this section. (29 CFR § 5.5(b)(3))

**D. Payrolls and Basic Records**

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (29 CFR § 5.5(c)).

### **E. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through E of this section. (29 CFR § 5.5(b)(4)). The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County. In addition, the contractor may not hold retainage from its subcontractors, but may require the purchase of a retainage bond by the subcontractor.

### **1-6 Fly America Requirements**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

### **1-7 Audit and Inspection of Records**

**Access to Records** - The following access to records requirements apply to this Contract:

A. Where the FTA Recipient or a subgrantee of a FTA Recipient ("Purchaser") is the County, the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions in accordance with 2 C.F.R. 200.336. Contractor also agrees to provide the County and the FTA Administrator or his authorized representatives including any PMO Contractor, pursuant to 49 C.F.R. 633.17, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient, the Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000 (49 CFR Part 633.5).



C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 C.F.R. 200.336, the Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

G. FTA does not require the inclusion of these requirements in subcontracts.

#### **1-8 FTA Protest Procedures**

Bidders are hereby notified that if this Contract is funded in whole or in part by the Federal Department of Transportation, the Federal Transit Administration (FTA) may entertain a protest that alleges that the County failed to have or follow written protest procedures. Bidders must file a protest with the FTA not later than 5 working days after the County renders a final decision or 5 working days after the Bidder knows or has reason to know that the County has failed to render a final decision. The protesting party must notify the County if it has filed a protest with the FTA. After 5 days, the County will confirm with FTA that FTA has not received a protest. Protests to the FTA must be filed in accordance with FTA Circular 4220.1F (as periodically updated).

The County will not award a contract for 5 working days following its decision on a Bid protest or while a protest to the FTA is pending unless the County determines that: (1) the items to be procured are urgently required; (2) delivery of performance will be unduly delayed by failure to make the award promptly; or (3) failure to make prompt award will otherwise cause undue harm to the County or the Federal Government.



## 1-9 **Privacy**

Should the Contractor, or any of its subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the recipient and any contractors, third party contractors, subcontractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this contract will make this contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract, which involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

## 1-10 **Certification Regarding Debarment, Suspension and Other Responsibility Matters**

Pursuant to Executive Order 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note and federal regulations in 2 CFR Part 180.300 and 2 CFR Part 1200, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this contract. To assure that such entities and individuals are not involved as participants on this FTA-financed contract, if the contract exceeds \$25,000, each Bidder shall complete and submit, as part of its Bid, the certification contained in Attachment A for itself, its principals and its subcontractor(s) for any subcontract in excess of \$25,000. The inability of a Bidder to provide a certification in Attachment A will not necessarily result in denial of consideration for contract award. A Bidder that is unable to provide a certification must submit a complete explanation attached to the certification form. Failure to submit a certification or explanation shall disqualify the Bidder from participation under this Bid. The County, in conjunction with FTA, will consider the certification or explanation in determining contract award. No contract will be awarded to a potential third-party contractor submitting a conditioned debarment or suspension certification, unless approved by the FTA.

The certification is a material representation of fact upon which reliance is placed in determination of award of contract. If at any time the Bidder or Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to the County. If it is later determined that the Bidder knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances that made the original certification no longer valid, the County may disqualify the Bidder. If it is later determined that the Contractor knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances which made the original certification no longer valid, the County may terminate the contract, in addition to other remedies available including FTA suspension and/or debarment.

**1-11 Subcontractors' Certification Regarding Debarment, Suspension or Ineligibility**

By submitting a Bid for this Contract, the Bidder agrees that should it be awarded the Contract, it shall not knowingly enter into any subcontract exceeding \$25,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each subcontractor to complete the certification provided in Attachment B.

Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered subcontractor to provide the certification set forth in Attachment B.

The Contractor shall require each subcontractor, regardless of tier, to immediately provide written notice to the Contractor if at any time the subcontractor learns that its, or a lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor may rely upon the certifications of the subcontractors unless it knows that a certification is erroneous. The Contractor's knowledge and information regarding any subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

**1-12 Disclosure of Lobbying Activities**

Bids in excess of \$100,000 require Attachment C, "Certification Regarding Lobbying," and Attachment D, "Disclosure of Lobbying Activities" (if appropriate), be completed and submitted to the County with the proposal, in accordance with the instructions contained in Attachment F to this Agreement, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 *et seq.*, who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

**1-13 False or Fraudulent Statements or Claims**

(A) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or

causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(B) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(C) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **1-14 Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 *et seq.*

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

#### **1-15 Environmental Requirements**

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

##### **A. Environmental Protection**

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500 *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

##### **B. Air Quality**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**C. Clean Water**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300h *et seq.* The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**D. Use of Public Lands**

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the FTA makes the specific findings required by 49 USC § 303.

**E. Historic Preservation**

The Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, as amended, 16 USC § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 USC § 470 note, and the Archaeological and Historic Preservation Act of 1974, as amended, 16 USC §§ 469a-1 *et seq.* involving historic and archaeological preservation as follows:

1. The Contractor agrees to consult with the State Historic Preservation Officer about investigations to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, and notifying FTA of those properties so affected.
2. The Contractor agrees to comply with all federal requirements to avoid or mitigate adverse effects on those historic properties.

**F. Mitigation of Adverse Environmental Effects**

The Contractor agrees that if the Project should cause adverse environmental effects, the Contractor will take all reasonable steps to minimize those effects in accordance with 49

USC § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 CFR Part 771 and 49 CFR Part 622.

**1-16 Termination Provisions Required**

All contracts and subcontracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it will be effected and the basis for settlement.

(Required by FTA Circular 4220.1F, Page IV-13).

**1-17 Breach Provisions Required**

All contracts in excess of \$100,000 shall contain contractual provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

(Required by FTA Circular 4220.1F, Page IV-13).

**1-18 Incorporation of FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

**1-19 Sensitive Security Information**

The Contractor shall protect, and take measures to ensure that its subcontractors at each tier, protect “sensitive security information” made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. 40119 (b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 U.S.C. § 114 (r) and implementing Department of Homeland Security Regulations, “Protection of Sensitive Security Information,” 49 CFR Part 1520.

#### **1-20 Seatbelt Use**

Contractor shall adopt and promote on-the-job seatbelt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles in compliance with Federal Executive Order No. 13043, "Increasing Seatbelt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note. This provision shall be included in each third party subcontract involving this project.

#### **1-21 Texting While Driving and Distracted Driving**

Contractor shall promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009. This provision shall be included in each third party subcontract involving this project.

#### **1-22 Use of \$1 Coins**

The Contractor and the County agree to comply with Section 104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. Section 5312(p), FTA assisted property that requires the use of coins or currency in public transportation service or supporting service must be fully capable of accepting and dispensing \$1 coins.



**ATTACHMENT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS -  
PRIMARY COVERED TRANSACTIONS**

Federal Transit Administration (FTA)

The prospective Primary Participant (potential contractor for a major third-party contract), \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this Bid 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. 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 2 of this certification; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801, *ET SEQ.*, ARE APPLICABLE THERETO.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT B**

CONTRACT NO: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION –  
LOWER-TIER COVERED TRANSACTIONS**

*(This Attachment may be completed and submitted to the Buyer after award of Contract.)*

The Lower-Tier Participant (potential sub-grantee or sub-recipient under a Federal Transit Administration (FTA) project, potential third-party contractor, or potential subcontractor under a major third-party contract), \_\_\_\_\_ certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Lower-Tier Participant will not knowingly enter into any lower-tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective Lower-Tier Participant agrees by submitting this proposal that it will include this requirement in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

If the Lower-Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-AGREEMENT UNDER AN FTA PROJECT, POTENTIAL THIRD-PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 USC §§ 3801, *ET SEQ.*, ARE APPLICABLE THERETO.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C****CERTIFICATE OF LOBBYING ACTIVITIES****CONTRACT NO. \_\_\_\_\_**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally 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 agency, a Member of Congress, or officer or employee of Congress, or an 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 any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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," to the contract administrator.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

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 § 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D**  
**DISCLOSURE FORM TO REPORT LOBBYING**  
**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S. C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  For material change only: year _____ quarter _____ Date of last report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Entity</b> (If individual, last name, first name, MI):	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (Last name, First name, MI):	
<b>11. Amount of Payment (check all that apply):</b>	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and date(s) of service, including officer(s), employee(s), or member(s)</b> contacted, for payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for</b>		Signature: _____  Print Name: _____  Title: _____

each such failure.	Telephone No:
	_____
	Date:
	_____

## ATTACHMENT E

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing to title 31 USC § 1352. The filing of a form is required for each payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subaward of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 - (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
  - (b) Enter the full name, of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the amount of box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.







## Memorandum

**Date:** 5/17/2022  
**Meeting of:** City Council

**File No.** AM No. 22-073  
**Type:** Consent Item

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

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

**DEPARTMENT STAFF:**

Human Resources	Ameé Quiriconi	Senior Talent Consultant
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**TITLE:**

Confirmation of the Appointment of Loreen Hamilton to serve as Redmond's Parks and Recreation Director

**OVERVIEW STATEMENT:**

The City has offered Loreen Hamilton a promotion from Deputy Parks Director to the Parks and Recreation Director. This offer is contingent on confirmation of appointment by City Council.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

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

**OUTCOMES:**

Ms. Hamilton possesses the experience and leadership capabilities needed for this role. She brings an extensive background and skill set to the Parks and Recreation department and has demonstrated the ability to become an asset

to the City's leadership team and Redmond community.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**
- Requirements were performed by City of Redmond staff.
  - Position posted on February 25, 2022, and open for 46 days.
  - There was one internal candidate.
  - Phone interviews were conducted with the top candidates.
  - The internal candidate was determined by the Mayor, Chief Operating Officer, and Directors Team to have the most relevant experience and fit for the position.
  - Verbal Offer extended to internal candidate and accepted.
  - Confirmation appointment by Council scheduled for May 17, 2022.
- **Outreach Methods and Results:**

Advertising and direct recruiting efforts were expanded to reach a large audience in effort to diversify the applicant pool and a custom job brochure was developed to attract executive level talent. Targeted recruitment efforts resulted in a pool of 30 applicants.
- **Feedback Summary:**

Ms. Hamilton displayed the characteristics and traits that were required for the Director role. The process identified her as an excellent candidate and valuable addition to the Redmond leadership team. Ms. Hamilton had strong recommendations from her peers on the Directors team in her tenure as Interim Parks & Recreation Director.

**BUDGET IMPACT:**

**Total Cost:**

Funding for the position is included in the adopted 2021 -2022 City Budget.

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

**Budget Offer Number:**

#217 - 25%  
#247 - 50%  
#218 - 25%

**Budget Priority:**

Strategic and Responsive

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

***If yes, explain:***

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

N/A

**Proposed Upcoming Contact(s)**

N/A

**Time Constraints:**

The anticipated start date of Loreen Hamilton is May 18, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

The Parks & Recreation Director position would remain unfilled if Council chooses not to confirm the recommended applicant. A delay in the appointment of the position would result in continued use of the current interim appointment.

**ATTACHMENTS:**

N/A



## Memorandum

**Date:** 5/17/2022  
**Meeting of:** City Council

**File No.** AM No. 22-074  
**Type:** Consent Item

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

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

**DEPARTMENT STAFF:**

Human Resources	Ameé Quiriconi	Senior Talent Consultant
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**TITLE:**

Confirmation of the Appointment of Aaron Bert to serve as Redmond's Public Works Director

**OVERVIEW STATEMENT:**

The City has made an offer of employment to Aaron Bert as the Public Works Director. This offer is contingent on confirmation of appointment by City Council.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

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

**OUTCOMES:**

Mr. Bert possess the experience and leadership capabilities needed for the role of Public Works Director. He brings an extensive background and skill set to the Public Works Department and has demonstrated the ability to become an asset

to the City's leadership team and Redmond community.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**
- Requirements were performed by City of Redmond staff.
  - Posted on February 25, 2022, and open for 40 days.
  - There was one internal candidate.
  - Phone interviews and Teams interviews were conducted.
  - The external candidate was determined by the Mayor, Chief Operating Officer, and Directors Team to have the most relevant experience and fit for the position.
  - Background and reference check successfully completed.
  - Verbal Offer extended to external candidate and accepted.
  - Confirmation appointment by Council scheduled for May 17, 2022.
- **Outreach Methods and Results:**

Advertising and direct recruiting efforts were expanded to reach a large audience in effort to diversify the applicant pool and a custom job brochure was developed to attract executive level talent. Recruitment efforts resulted in a pool of 20 applicants, and the City interviewed two top candidates and identified one to move forward with an offer of employment.
- **Feedback Summary:**

Mr. Bert displayed the characteristics and traits that were required for the Public Works Director role. The process identified him as an excellent candidate and valuable addition to the Redmond leadership team. Mr. Bert had strong recommendations from his references.

**BUDGET IMPACT:**

**Total Cost:**

Funding for the position is included in the adopted 2021 -2022 City Budget.

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

**Budget Offer Number:**

#211 - 10%  
#214 - 30%  
#216 - 10%  
#278 - 10%  
#222 - 30%  
#231 - 10%

**Budget Priority:**

Strategic and Responsive

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

*If yes, explain:*

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

N/A

**Proposed Upcoming Contact(s)**

N/A

**Time Constraints:**

The anticipated start date of Aaron Bert is June 1, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

The Public Works Director position would remain unfilled if Council does not confirm the applicant. A delay in the appointment of this position would result in continued use of interim appointments.

**ATTACHMENTS:**

N/A



## Memorandum

**Date:** 5/17/2022  
**Meeting of:** City Council

**File No.** AM No. 22-075  
**Type:** Consent Item

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

Human Resources	Cathryn Laird	425-556-2125
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**DEPARTMENT STAFF:**

Human Resources	David Puente	HR Policy and Labor Analyst
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**TITLE:**

Approval of the 2022-2024 Collective Bargaining Agreement between City of Redmond and The Washington State Council of County and City Employees, Local 21-RD (AFSCME)

- a. Ordinance No. 3079: An Ordinance of the City of Redmond, Washington, Establishing the 2022 Pay Plan for Employees Covered by the Washington State Council of County and City Employees, Local 21-RD (AFSCME) and Establishing the 2022 Pay Plan for Supplemental Employees Working in Positions Covered by the AFSCME Bargaining Unit

**OVERVIEW STATEMENT:**

This memo seeks approval of the 2022-2024 AFSCME Union Collective Bargaining Agreement (CBA) and the associated pay plan. This CBA has been negotiated between the City and Union using tentative agreements over the last year and has been approved by a vote of Union members. This item was brought to Council during an Executive Session on May 3, 2022.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
RCW 35A.11.020
- **Council Request:**  
N/A

- **Other Key Facts:**

The previous CBA expired on 12/31/2021.

**OUTCOMES:**

This CBA sets forth the working relationship between the City and the AFSCME employees, specifically it covers salaries, benefits, working conditions, and other information/expectations.

**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:**

The cost to implement the proposed increases to the 2022-2024 collective bargaining agreement is approximately \$1,082,424 or 13.8%, over the three-year period.

**Approved in current biennial budget:**

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

Safe and Resilient

**Other budget impacts or additional costs:**

☐ Yes

☒ No

☐ N/A

***If yes, explain:***

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**



**Previous Contact(s)**

Date	Meeting	Requested Action
5/3/2022	Business Meeting	Receive Information

**Proposed Upcoming Contact(s) - N/A**

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

**Time Constraints:**

Employees under this contract are currently being paid at 2021 rates. It would be beneficial to have the 2022 pay rates established earlier in 2022, to avoid excessive retroactive pay back to January 1, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

Additional negotiations would be required. The longer the delay, the more complex the retroactive adjustments to employees' pay due to various pay actions that would occur and need to factor into the retro pay. (For example: overtime, paid leave, etc.) This will lead to a longer wait time for pay increases and could lead to a greater chance of payroll errors, both of which always has a negative impact on morale for all employees involved.

**ATTACHMENTS:**

Attachment A: Redline of 2022-2024 AFSCME Collective Bargaining Agreement  
Attachment B: Summary of Changes to 2022-2024 AFSCME CBA  
Attachment C: Ordinance Setting the 2022 Pay and Pay Plan for AFSCME Employees  
Exhibit 1: 2022 AFSCME Pay Plan "A" (effective Jan 1, 2022)  
Exhibit 2: 2022 AFSCME Supplemental Pay Plan "AF-S" (effective Jan 1, 2022)

# **TENTATIVE AGREEMENT**

## **AFSCME Negotiations**

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The City of Redmond ("City") and the AFSCME Union ("Union") are participating in negotiation of the Union's 2022-2024 collective bargaining agreement ("CBA"). A tentative agreement has been reached between the City and the Union on the language below pursuant to the agreement of the parties on Ground Rules for negotiations. This tentative agreement is subject to approval/ratification by the:

- City (Labor Team, Mayor and/or City Council); and
  - Union (Labor Team, Legal Counsel, Union Membership)
- 

*This full contract prepared for TA review 3-30-22  
Submitted for TA 4-6-22*

### **AGREEMENT**

#### **BY AND BETWEEN**

**THE CITY OF REDMOND**

#### **AND**

**THE WASHINGTON STATE COUNCIL OF COUNTY  
AND CITY EMPLOYEES, LOCAL 21-RD (AFSCME)**

**January 1, 2022 - December 31, 2024**

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040622 Draft

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**AGREEMENT BY AND BETWEEN THE CITY OF REDMOND AND THE  
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 21-  
RD (AFSCME)**

This Agreement is by and between the City of Redmond (hereinafter referred to as the “City”) and the Washington State Council of County and City Employees (hereinafter referred to as the “Union”) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative. This Agreement is binding on the successors and assigns of the aforementioned parties.

**PREAMBLE**

The City and the Union agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement as well as the establishment of fair and reasonable compensation and working conditions for employees of the City. This Agreement has been reached through the process of collective bargaining with the objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

## **ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND MEMBERSHIP**

### **1.1. Description of Bargaining Unit:**

Pursuant to and in conformity with the Certification issued by the Public Employment Relations Commission in Case Number 0-1169, the City recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all employees in the following described bargaining unit: all regular full-time and regular part-time employees who are Parks and Public Works mechanics, maintenance workers, and maintenance technicians; but excluding department heads, assistant department heads, managers, and supervisors.

### **1.2. Payroll Authorization of Union Dues:**

Regular monthly Union dues shall be deducted by the City from an employee's paycheck when authorized in writing by the employee on a form provided by the union. The amounts deducted shall be transferred monthly to the treasurer of the Union. Employee may revoke Employee's authorization for deduction of dues. To do so, Employee must submit a written notice to the Union in accordance with the union's form, and the Union will forward the notice to Human Resources. Every effort will be made to end the deduction effective on the first pay period after the request is received by Human Resources. The City agrees to provide the Union with a copy of the payroll deduction sheet that lists the name of each union member who has union dues deducted from his or her paycheck, the dues amount and their monthly salary.

### **1.3. Indemnification/Hold Harmless:**

The Union shall indemnify, defend and hold harmless the City against any claims made and any suit instituted against the City based on or relating to an Employee authorization for payment of dues or service charges equivalent to the regular Union initiation fee and monthly dues, provided the City is not negligent in its application of this Article. The Union agrees to refund to the City any amounts paid to it in error in the administration of this Article upon presentation of proper evidence thereof.

### **1.4. New Hire Orientation:**

The Employer shall notify the Union of all new employees hired into the bargaining unit. In accordance with RCW 41.56.037, the Union shall be afforded 30 minutes of the newly-hired employee's regular working time for purposes of presenting information about Union membership and bargaining representation.

### **1.5. MOC Labor/Management Committee:**

The parties agree to jointly maintain and support an MOC Labor/Management Committee with the aim of promoting communication and understanding between labor and management on issues of mutual concern; and, studying and discussing possible solutions to mutual problems affecting labor/management relations.

The Committee will have eight (8) members; four (4) appointed by the City and four (4) appointed by the Union. The Committee will meet at the request of either party to discuss issues of mutual concern. Committee members will set guidelines for the Committee's operation.

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## **ARTICLE 2 - SUPPLEMENTAL EMPLOYEES**

### **2.1. Supplemental Employment:**

Supplemental employment is in accordance with the Personnel Manual. Non-bargaining unit employees shall not be used to replace bargaining unit members. Supplemental employees are not eligible for benefits under the CBA. The City may utilize supplemental employees as it deems appropriate during the period from February 15<sup>th</sup> through November 15<sup>th</sup> of each year. Supplemental employees are not members of the bargaining unit and have no obligation to join the union or pay union dues. Supplemental employees, as at-will employees, may be terminated at any time, for any reason, and without recourse to the grievance process. If a supplemental employee is going to exceed 1,040 hours, the City will notify the Union. If the City wants a supplemental employee to work greater than 1,040 hours in a calendar year, the City must obtain the Union's authorization prior to the supplemental employee reaching 1,040 hours.

### **2.2. Supplementals Operating City Equipment:**

Supplemental employees will not operate City owned or rented equipment with greater than thirty-two (32) horsepower engines, with the exception of automobiles and pick-up trucks, and in the instances where a supplemental employee can satisfactorily demonstrate to their supervisor or designee qualifications for the operation of equipment which exceeds the thirty-two (32) horsepower limit.

### **2.3. Supplemental Pay:**

Adjustments to pay plans applicable to supplemental employees will be with the aim of keeping wages of supplemental employees within eighty percent (80%) and one hundred twenty percent (120%) of the entry wage for comparable bargaining unit classifications where comparables exist.

### **2.4. Supplemental Use Non-Conformance:**

Notwithstanding the City's good faith obligation to appropriately administer the supplemental employee policy, it is recognized that the employees or the Union may independently become aware of employees classified by the City as supplemental employees in a manner that is not in conformance with the Personnel Manual or this Agreement. In such circumstances, the Union shall provide the City due notice of the alleged non-conformance. The City will have fifteen (15) calendar days to correct the nonconformance through any means it determines appropriate. If the alleged non-conformance continues after the fifteen (15) day notice period, the Union may initiate the grievance procedure as provided in Article 6.

The City will provide to the Union, on request by the Union, a report on the use of supplemental employees. The report will include:

- Names of supplemental employees;
- The Departments to which the supplemental employees are assigned;
- The supplemental employees' rates of pay;



- Hours worked by the supplemental employees by month, year to date, and over the previous twelve months.

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## **ARTICLE 3 - MANAGEMENT RESPONSIBILITIES**

### **3.1. Management Rights:**

It is understood that the City retains its right to manage personnel and operate its Departments except as may be limited by an express provision of this Agreement.

The Union recognizes the prerogative so the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

In exercise of management rights, it is not intended that any other specific provisions of this Agreement providing a particular benefit perquisite to the covered employees shall be changed, modified, or otherwise affected without concurrence of the Union.

**Specific and Exclusive Management Rights.** Subject to provisions of this Agreement, the City reserves the following specific and exclusive management rights:

- (a) To recruit, hire, or promote applicants to positions within the City;
- (b) To determine the location where work is to be conducted;
- (c) To control the budgets if deemed appropriate to the City.
- (d) To establish reasonable work rules and to modify training;
- (e) To approve all employees' vacation and other leaves;
- (f) To manage and operate its departments, except as may be limited by provisions of this agreement.

**Incidental Duties not Always Described.** It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. It is the City's intention that other duties as assigned shall be limited to the general type of work that the employee's position normally performs.

Except as provided by this Agreement, the City recognizes its obligation to bargain regarding proposed changes in affecting wages, hours and working conditions under RCW 41.56 during the term of this Agreement.

### **3.2. Delivery of Services:**

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the personnel, the methods, processes and means of providing municipal services, to increase, eliminate, or change municipal equipment including the introduction of any and all new, improved or automated methods or equipment and the assignment of employees to specific jobs.

### **3.3. Performance Standards:**

The Union recognizes the City's right to establish or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees.

### **3.4. Performance Appraisals:**

Employees shall be evaluated by their supervisors prior to completion of probation, and, thereafter supervisors shall initiate a written evaluation within thirty (30) days of the employee's pay anniversary date, unless the employee is unavailable due to vacation or disability or by mutual agreement of the employee and the supervisor.

### **3.5. Personnel Manual:**

It is understood that a Personnel Manual has been developed by the City to administer certain provisions of this labor agreement and other labor agreements, as well as non-contractual items. The contents of the Personnel Manual are not intended to alter or replace any provision of this Agreement. In the event any portion of the Personnel Manual conflicts with any provision of this agreement, the Agreement shall control. Furthermore the Union retains the right to negotiate any revision or amendment to the Personnel Manual that affects a mandatory subject of bargaining. This section pertains to any portion of this Agreement where reference is made to the Personnel Manual. At the request of the City, the Union and City shall meet during the term of this Agreement to negotiate revisions to the Personnel Manual.

### **3.6. Existing Applicant Pool:**

Per Personnel Manual 3.40, the City may hire from existing applicant pools. On occasion, the City gathers applications for an existing opening and then, a short time later, another opening occurs for a comparable position. For positions represented by the AFSCME bargaining unit and if within six months of the original posting:

**Same Classification and Same Workgroup:** The existing applicant pools may be used to fill vacancies without conducting an internal posting first.

**Different Classification and/or Workgroup:** If the additional opening is for a different division or classification than the original, the City must open the position internally to AFSCME members for a minimum of seven (7) calendar days prior to selecting an outside candidate from the existing applicant pool.

## **ARTICLE 4 - LAYOFF PROCEDURE**

### **4.1. Layoff Procedure:**

Bargaining unit seniority shall govern in all layoffs of employees covered by this Agreement with the least senior employee being laid off first. The employer may layoff out of seniority order upon presentation of evidence that the operating needs of the employer require a special experience, training, certification or skill. Whenever a junior employee is given preference over a senior employee in a layoff situation, a written statement of the reasons therefore shall be given to the senior employee and to the Union.

### **4.2. Bumping:**

A bargaining unit member who is laid off may bump any less senior employee within the bargaining unit provided he/she has previously held the position or otherwise possesses the desirable skills, knowledge and abilities and is able to perform the work of the position with minimum training. The employee must inform the City within fifteen (15) calendar days of receipt their layoff notice if they wish to exercise their bumping rights, including (a) the classification and position into which they desire to bump, and (b) their qualifications for that classification and position.

### **4.3. Union Notice and Expedited Grievance Process:**

Prior to initiating layoffs the City shall provide notice to the Union stating the names and positions of employees the City proposes to layoff, and the expected effective layoff date. The City and Union shall promptly meet and confer regarding the issues raised by the City's notice. Any grievances created by a layoff in accordance with the City's notice, which are not resolved between the Union and City, shall (a) be filed within thirty (30) days of the notice, (b) be expedited by all parties, (c) commenced at no lower than Step 4 of the grievance procedure, and (d) determine the proper application of the layoff provisions of this Article.

## **ARTICLE 5 - PROBATIONARY PERIOD**

**5.1.** An employee's initial six (6) months of employment shall constitute a probationary period. The probationary period for an individual employee may be extended up to an additional six (6) months upon agreement of the City and the Union..

An employee may be terminated by the City at any time during the probationary period without right of appeal. The employee can request to resign in lieu of probationary termination.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **6.1. Procedure:**

Any grievance which may arise on the part of an employee concerning the correct application or interpretation of this Agreement shall be handled in the following manner:

#### **Step 1.**

Within ten (10) working days after the event giving rise to the grievance, or within ten (10) working days after the employee or Union could reasonably have been expected to have knowledge of the event, the employee or Union representative shall discuss the problems with the relevant immediate supervisor/management or Human Resources representative. Both parties shall attempt to resolve the problem during this discussion. It shall be considered acceptable for such grievances to be presented in written format and submitted either physically or electronically.

#### **Step 2.**

The Union, not an individual employee, has exclusive authority to determine whether a grievance shall be escalated beyond Step 1. If the union decides that the grievance has not been satisfactorily resolved at Step 1, the Union may submit the grievance in writing to the affected employee's supervisor within five (5) working days of the initial Step 1 discussion. All grievances should be submitted on an AFSCME grievance form indicating:

- The date of the Step 1 discussion;
- A detailed statement of the facts;
- A citation to the section of the Agreement that was allegedly violated.

All documents relevant to the grievance should be attached to the grievance form. The grievance form must be signed and dated by an authorized official with the Union. The affected employee's supervisor must sign and date the grievance form to memorialize receipt by the employer. This does not exclude the Union from adding additional facts and materials throughout the grievance process as additional facts or relevant documents become known.

Within five (5) working days of receipt of the grievance, the supervisor and the Union and the affected employee shall meet and discuss the grievance in an effort to resolve it. Within five (5) working days following such meeting, the supervisor shall give the Union a written answer to the grievance.

#### **Step 3.**

If the Union decides that the grievance was not satisfactorily resolved at Step 2, the Union may advance the grievance to the Department Head within five (5) working days of receipt of the Supervisor's answer. Within ten (10) working days of receipt of the grievance, the

Department Head or his or her designee and the Union shall meet and attempt to resolve the grievance. Within five (5) working days following such meeting, the Department Head shall give the Union a written answer to the grievance.

**Step 4.**

If the Union decides that the grievance was not satisfactorily resolved in Step 3, the Union may submit in writing the grievance to the Mayor within five (5) working days of receipt of the Department Head's answer. The Mayor shall review the matter promptly and shall make a final decision which shall be communicated to the Union in writing within fifteen (15) working days of the receipt of the appeal notice.

**Step 5. (OPTIONAL)**

If the grievance is not settled satisfactorily by the Mayor, the Union and the Employer may mutually agree to submit the grievance to mediation. Within ten (10) working days the two (2) parties shall agree upon a mediator drawn from a panel of neutral mediators trained in grievance mediation. The mediator will attempt to assure that all necessary facts and considerations are revealed to him/her, but will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed. If a settlement is not reached in mediation, the grievance may be appealed to arbitration in accordance with the procedure in Step 6 below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator or any party in the process of the mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing. The cost of the mediator shall be borne equally by both parties.

**Step 6.**

If the Union decides that the grievance was not satisfactorily resolved at Step 4, or optional Step 5, the Union may within fifteen (15) calendar days of receipt of the answer, advance the grievance to impartial arbitration. A list of (5) arbitrators shall be requested from the Public Employment Relations Commission. The Employer and the Union shall alternately strike one (1) name from the list until the name of one (1) arbitrator remains. The selected arbitrator shall render a decision after a hearing which shall be final and binding upon the parties. The expense of the impartial arbitrator shall be paid by the loser or, if there is no clear loser, as the arbitrator orders.

**6.2. Extending Time Limits:**

The employee or Union and Employer may by mutual agreement extend the time limits specified in this grievance procedure.

### **6.3. Union Representation:**

At any Step of the grievance procedure, the employee may be accompanied by a Union representative.

### **6.4. Waiving of Steps:**

By mutual agreement, or as provided elsewhere in this Agreement, a Step in the grievance procedure may be omitted and the grievance advanced to the next higher Step.

### **6.5. Union Filed Grievances:**

The Union may file and process a grievance on behalf of an employee or group of employees.

### **6.6. Cost of Representation:**

Each party shall be responsible for the cost of its own representation throughout the grievance and arbitration process, and any appeal thereof, including attorney's fees.

## **ARTICLE 7 - NO STRIKES OR LOCKOUTS**

### **7.1.**

The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement neither the Union nor the employees covered by this Agreement shall cause, engage in or sanction any work stoppage, strike, slow down or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not institute any lockout of its employees during the life of this Agreement.

## **ARTICLE 8 - RATES OF PAY**

### **8.1. Wages:**

The monthly rates of pay for employees covered by this Agreement shall be as set forth in the Appendix "A" which by this reference shall be incorporated herein as if set forth in full.

Job classification and compensation administration for each employee covered by this Agreement shall be established and administered in accordance with the procedural requirements of the Personnel Manual, as it may hereafter be amended or revised, when not inconsistent herewith.

### **8.2. Commercial Drivers License:**

The City will reimburse the cost of the (CDL) Commercial Drivers License endorsement for all employees required by the City to have such a license. The City can require such a license as a condition of employment for new hires without cost to the City.

### **8.3. Experience Recognition Bonus:**

Employees who have completed five years of work for the city will each receive a \$2,000 experience recognition bonus, paid annually, on the first pay period in December. This bonus is to recognize employees for the experience they have gained in their position, they would be considered fully competent in their job, and is an effort to retain their talent.

### **8.4. Working Out of Class (WOC):**

A Regular Employee assigned temporarily to a higher paying classification (and who assumes the preponderance of the responsibilities of the higher classification, as determined by the Department Director) for a normal weekly schedule or more shall be paid a working out of class rate as follows. Weekends or other regularly scheduled days off will not disrupt the continuity of hours.

**WOC for Non-Exempt Regular Status Employees.** Employees who are non-exempt and working out of class in a different non-exempt position will receive five percent (5%) over the Employee's regular salary, or at the minimum salary of the higher classification, whichever is greater, retroactive to the beginning of said WOC assignment. An employee who is scheduled to perform standby duty during a non-exempt WOC assignment shall be allowed the opportunity to perform the standby shift. Standby duties will be paid at the employee's WOC rate.

**WOC for Exempt Regular Status Employees.** When a non-exempt employee works out of class in an exempt status position, the WOC salary adjustment will be seven percent (7%) over an Employee's regular salary, or the minimum of the higher classification, whichever is greater. In this situation the non-exempt Employee does not receive overtime pay for extra hours worked; instead, the Employee receives four (4) hours of professional leave as provided for in Article 14. Section 10 Professional Leave, for each thirty (30) consecutive calendar days worked in the exempt WOC



assignment. An employee who accepts WOC in an exempt status position will not be eligible for primary or secondary standby while in WOC. The WOC employee may trade their previously scheduled primary or secondary standby duty with another employee by agreement of the employees and remain working out of class. In the event the employee elects to relinquish the primary standby assignment, the primary standby alternate list shall be used to determine the replacement standby employee. Nothing in this section shall prevent an employee from voluntarily, temporarily stepping down from a WOC role in order to perform a previously scheduled standby shift.

Holidays occurring within the period of the temporary assignment shall be considered time worked for the purpose of determining working out-of-class duration and consecutive hours of work in the higher classification.

Paid leave used during a working out-of-class assignment of less than thirty (30) days will be paid at the employee's regular salary in their primary position. Paid leave used during assignments lasting thirty (30) or more calendar days will be paid at the working out-of-class rate.

In no circumstance shall the out-of-class pay exceed the top of the range for the higher-level classification.

In most circumstances voluntary temporary assignments for training are excluded from any pay increase accruing to out-of-classification appointments.

#### **8.5. Effective Dates:**

Merit increases shall be effective on the employee's pay anniversary date as established by the Personnel Manual, as it may hereafter be amended or revised. Pay increases upon promotion or reclassification shall be effective on the effective date of the promotion or re-classification.

#### **8.6. Tool Allowance:**

It is mutually understood and agreed that the "standard of the industry" is the practice of mechanics providing their own hand tools and toolboxes and that this standard will be adhered to within the City of Redmond. Nevertheless, to provide for technological updating, general usage, and replacement of personally owned tools, each employee holding the classification of mechanic or fleet operations lead with responsibility for providing personal hand tools and toolboxes, will receive a tool allowance of \$300 per quarter. Employees who receive the tool allowance are required to submit tool replacement receipts to their supervisor throughout the year for tools that are purchased for use on the job.

## **ARTICLE 9 - HOLIDAYS**

### **9.1.**

The following thirteen (13) holidays shall be recognized and eligible employees shall be compensated for them as provided by the current Personnel Manual as it may be hereafter amended or revised.

<u>Holiday</u>	<u>Date to be Observed</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
One Floating Holiday	At employee's choice with supervisor approval

### **9.2. Holidays During Time-Off:**

Whenever a holiday falls on a full-time employee's regularly scheduled day-off or during an employee's vacation period, a compensating day off with pay shall be added to the employee's earned vacation.

### **9.3. Floating Holiday:**

Upon completion of six (6) months continuous employment, a regular employee shall be eligible for the Floating Holiday, which shall be taken at a time approved by the employee's supervisor. However, an employee who is hired after July 1 shall be entitled to one-half (1/2) a Floating Holiday upon completion of four (4) months of active employment within the calendar year. An employee who terminates employment prior to July 1 shall be entitled to one-half (1/2) day's pay as Floating Holiday compensation. An employee who terminates after June 30 shall be entitled to a full day's pay as Floating Holiday compensation. Employees hired after August are not eligible for accrual of this benefit during the year of hire.

## **ARTICLE 10 - VACATIONS**

### **10.1. Vacation Schedule:**

The following amount of annual paid vacation time shall be granted to eligible employees as provided by the current Personnel Manual as it may hereafter be amended or revised.

<u>Years of Employment</u>	<u>Monthly Vacation Hours Earned</u>
0-2 years	8.0000 hours
3 years	8.6666 hours
4 years	9.3333 hours
5 years	10.6666 hours
7 years	11.3333 hours
9 years	12.0000 hours
11 years	12.6666 hours
13 years	13.3333 hours
15 years	14.0000 hours
17 years	14.6666 hours
20 years	15.3333 hours

### **10.2. Vesting:**

Vacation is vested when earned. Employees may use vacation time as they earn it in accordance with applicable policies, regardless of probationary status. An employee may not borrow against unearned vacation.

Employees may accumulate vacation leave time to a maximum of 368 hours (inclusive of current year's credit). Any unused vacation time above the maximum is forfeited.

### **10.3. Scheduling:**

Vacation time off shall be taken as provided by the Personnel Manual, as it may hereafter be amended or revised except as otherwise authorized by the Department Head. Vacations shall be scheduled by the City at times that cause minimum interference with operations but with due regard for the desires of the employees.

### **10.4. Payout at Retirement - PERS I:**

The payout of accrued but unused vacation time upon the retirement of a PERS I employee shall be as provided for in Article 12, Section 2 of this Agreement.

## **ARTICLE 11 - HEALTH AND WELFARE**

### **11.1. Health Benefits:**

The Employer will maintain and administer on a self-insured basis medical, dental, and vision benefits. Employees shall pay twenty percent (20%) of the cost of self-insurance premiums for dependent coverage. The dollar amount that equates to a twenty percent (20%) contribution is actuarially determined. Premium contributions for part-time employees shall continue to be prorated based on the City's contribution to full-time employee and dependent premiums.

The Union agrees to appoint a representative who will actively participate and vote as a member of the Employee Benefits Advisory Committee (EBAC). EBAC will research increasing health care costs, as well as plan design and potential options for health care program delivery in an effort to control health care costs in a manner mutually beneficial to the Employees and the Employer. It is the City's goal to have active participation on the Committee by each bargaining unit and the non-represented employees.

EBAC will have the authority to recommend changes in the RedMed Self Insurance Plan. Recommended changes may become applicable to Union represented employees only upon ratification by the Union.

For each plan year, the Employer shall retain a third party, experienced in setting rates for self-funded plans, who shall determine the appropriate and prudent rates for RedMed, to be effective for that year. The third party shall use usual and customary insurance/actuary principles and procedures to establish the rates.

Premium contributions are pro-rated for regular part-time employees as specified in Article 13, Section 1 of this Agreement.

### **11.2. HMO Coverage:**

As alternative insurance coverage, the City will make available to employees an alternative HMO coverage. However, the cost of any other HMO coverage which exceeds the premium costs of the benefits described above shall be paid by the employee through payroll deduction.

### **11.3. Other Insurance:**

During the term of this Agreement group Term Life Insurance coverage in the amount of Fifty Thousand (\$50,000) and Accidental Death and Dismemberment (AD&D) coverage in the amount of Fifty Thousand (\$50,000) shall remain in effect for employees in the bargaining unit with the premiums for such insurance to be paid by the City. The amount of the insurance shall be effective upon the first (1st) day of the month following the execution of this Agreement.

Additionally, supplemental coverage will be made available for purchase by employees, with the amount, terms and conditions as specified by the insurance carrier.

### **11.4. Qualified HRA (Such as VEBA or other Vehicle):**

If and When the Washington State Council of County and City Employees, Local 21-RD (AFSCME) finds or develops a Health Reimbursement Account (HRA) where AFSCME is the sponsor of the plan and expressly agrees that it shall retain or delegate all legal and fiduciary responsibility for the plan and its operation on behalf of the employees covered as provided herein and it is expressly agreed that the City has no legal or fiduciary responsibility whatsoever for the plan or its operations, the City will agree to facilitate employee contributions to such a qualified Plan. The City will coordinate payroll deductions or sick leave cash-outs upon separation on behalf of the employees and make those contributions to a plan administrator. The City will not have fiscal responsibility for this program, nor will the City have legal accountability for the program.

#### **11.5 Workout Room and Exercise:**

Employees may exercise when off work. Workout rooms are available to employees at the Redmond Community Center/Marymoor Village (RCCMV) during normal operating hours and at City Hall any time.

## **ARTICLE 12 - SICK LEAVE AND BEREAVEMENT LEAVE**

### **12.1. Accrual:**

Sick leave shall be earned, utilized and administered as provided in the Personnel Manual, as it may hereafter be amended or revised, except as otherwise provided herein. The basic leave credit shall be one (1) day of sick leave for each month of continuous regular employment with a maximum accumulation of one hundred twenty (120) days. Employees shall be eligible to utilize their accrued sick leave from their date of hire as a regular employee.

### **12.2. Retirement Bonus - PERS I:**

Upon retirement under the provisions of PERS I, an employee will receive in one (1) lump sum payment all their accrued but unused vacation up to a maximum of two hundred forty (240) hours, and twenty-five percent (25%) of their accrued but unused sick leave based on a maximum sick leave accumulation of nine hundred sixty (960) hours to the extent their twenty-five percent (25%) of sick leave exceeds forty-eight (48) hours. Any accrued vacation in excess of two hundred forty (240) hours and the first forty-eight (48) hours of the twenty-five percent (25%) sick leave payout shall be used by the employee prior to their retirement date.

If the provisions of SHB 843 adopted in the 1984 legislative session and on which this section is based are repealed in their entirety, then the retirement bonus described in Section 3 of this Article shall apply equally to PERS I employees.

In the provisions of SHB 843 are substantively amended or replaced, then the Employer and the Union shall reopen negotiations on this section at the request of either party.

### **12.3. Retirement Bonus - PERS II and PERS III:**

Upon death or upon retirement under the provisions of PERS II or PERS III, an employee (or their beneficiary) shall receive twenty-five percent (25%) of their accrued but unused sick leave benefits limited, however, to a maximum accumulation of nine hundred sixty (960) hours.

### **12.4. Bereavement Leave:**

A regular employee shall receive up to four (4) days off with pay, upon approval of the Department Head or designee, in the event of a death or serious illness with impending death in the immediate family of the employee. "Immediate Family" shall be defined as spouse, domestic partner, child, stepchild, mother, father, step-parent, grandparent, brother, sister, mother-in-law, or father-in-law, persons living in the employee's immediate household, and grandparents of employee's spouse. Any leave beyond this amount required because of travel or extenuating circumstances, or for time requested for a person other than specified in this section, may be granted in the discretion of the Supervisor, and shall be deducted from accrued annual vacation leave or compensatory time off, if any, and shall otherwise be without pay, except as provided for in Section 5. A "domestic partner" means a person who is part of a registered domestic partnership that is currently recognized as being in effect under RCW Chapter 26.60.

### **12.5. Sick Leave:**

Regular employees will accrue and may use sick leave in accordance with the Personnel Manual. To the extent the City desires to change any provisions in the Personnel Manual relating to sick leave, the City shall provide notice to the union and an opportunity to bargain prior to implementing any change. Employees shall have a right to grieve if the Personnel Manual language is not followed.

### **12.6. Disability Benefit:**

Refer to Human Resources' Benefits Administrator for Short Term Disability insurance language.

### **12.7. Workers Compensation:**

Any employee involved in an accident while on duty or involving City equipment or vehicles or suffering an injury on-the-job, must report the accident or injury to their supervisor immediately.

During time loss leave, the employee's benefits will continue and the employee will pay their portion of premium contributions, and the employee will continue to accrue sick leave and vacation leave. In the event the eligibility for payment under Worker's Compensation is denied by the State, the employee may use sick leave or vacation leave to cover any time loss caused by an on-the-job injury.

#### **Voluntary Buy Back Program:**

When a regular employee suffers an on-the-job injury requiring time loss from work, they may participate in the City's buy-back program and use their accrued but unused sick leave or their accrued vacation leave, if any, during any absence until their Worker's Compensation claim is settled.

While on time loss leave covered by sick leave or accrued vacation leave, the employee shall endorse any State Worker's Compensation checks to the City and deliver it to the Payroll Department. The procedure for credited sick leave or vacation leave shall be as follows:

The amount of the Worker's Compensation award will be divided by the employee's regular hourly rate of pay to determine the number of hours to be restored to the employee's sick or vacation leave account. If time loss continues, the difference between the amount paid each pay period by Worker's Compensation and the employee's normal pay rate will be made up from the employee's accrued sick leave or vacation leave.

At no time during any absence caused by a compensable injury will the employee receive more than their regular full amount of pay through any combination of State and City payments.

If the employee participates in the City's voluntary Buy Back program and the employee goes into an unpaid leave status, the employee's benefits will continue and employee will pay their portion of premium contributions, and the employee will continue to accrue sick leave and vacation leave.

#### **Workers Compensation Leave Without Pay:**

Employees who choose not to participate in the City's voluntary Buy Back program and who are unable to work because of an on-the-job injury may request a leave of absence without pay as provided in the Personnel Manual, as it may hereafter be amended or revised. No vacation, sick leave or other benefits shall accrue while an employee is on a leave of absence without pay, except that the injured worker and their dependents will remain eligible for the City health benefit plans during such leave of absence. employee will pay their portion of their healthcare premium contributions. Employees on such unpaid leave will retain their State Worker's Compensation payments.

In the event the eligibility for payment under Worker's Compensation is denied by the State, the employee may use sick leave or other available leave to cover any leave if the employee is unable to return to work, provided the employee has medical documentation supporting continued leave.

#### **12.8. Donation to Shared Leave:**

Shared Leave will be applied and administered in accordance with the Personnel Manual. AFSCME members can donate the following leaves toward Shared Leave. Donated hours will be donated into the recipient's like account (for example, RSL into RSL, vacation into vacation, etc.).

- Sick Leave – Employee may donate Regular Sick Leave (RSL) only, and RSL donor balance cannot fall below 40 hours.
- Vacation Leave – Employees may donate vacation, and vacation balance cannot fall below 40 hours.
- Floating Holiday
- Compensatory Time

Shared Leave not used by the recipient shall be returned to the donor's leave balance at its original donor value.

#### **12.9. Sick Leave Bonus:**

Sick leave bonus will be applied in accordance with the Personnel Manual.

To the extent the City desires to change any provisions in the Personnel Manual relating to the sick leave bonus, the City shall provide notice to the union and an opportunity to bargain prior to implementing any change. Employees shall have a right to grieve if the Personnel Manual language is not followed.

### **ARTICLE 13 - BENEFITS FOR REGULAR PART-TIME EMPLOYEES**

#### **13.1.**



Benefits for regular part-time employees will be administered as provided for in the Personnel Manual, as it may hereafter be amended or revised, and such other policies or executive orders as may be applicable. Health benefits for regular part-time employees will be prorated in the same manner as sick leave and vacation accrual set out in the Personnel Manual as amended or hereafter revised.

## **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

### **14.1. Personnel Manual:**

Except as otherwise provided for in this Article, hours of work and overtime pay shall be administered as provided in the Personnel Manual, as it may hereafter be amended or revised.

### **14.2. Standard Work Days:**

A normal workday shall consist of eight (8) consecutive hours of work exclusive of a thirty (30) minute meal period in a twenty-four (24) hour period. The normal workweek shall consist of forty (40) hours of work over five (5) consecutive days, Monday through Friday. For FLSA and payroll purposes the standard workweek shall be Monday at 12:00 a.m. to Sunday at 11:59 p.m. Alternative work schedules outside Monday through Friday will adjust their FLSA workweek accordingly to meet the double time rate as detailed in 14.3 (below). The work schedule in effect for each work group in the bargaining unit on the date this agreement is signed shall constitute that work group's normal work-day. Alternative work schedules, such as a 4 x 10 schedule, may be worked if by mutual agreement or as provided for below.

However, upon fifteen (15) days' notice, the City shall have the right to change the schedules referred to herein, when deemed necessary to more effectively and efficiently accomplish any of its responsibilities. When a schedule change is requested by an employee and approved by his or her supervisor, the employee may waive the fifteen (15) day notice requirement.

#### **14.2A Standard Meal Breaks**

The standard meal break period is 30 minutes. Lunch in the field is considered standard practice. Employees working in the field are permitted to take lunch at any location they wish, provided the lunch location is less than 5 minutes from the assigned work location. Up to 5 minutes travel time is considered paid time. Travel time exceeding 5 minutes will be included in the 30-minute lunch period.

Crew members may not intentionally skip meal breaks or rest periods with the intent to arrive to work late, leave work early, or to accrue overtime/compensatory time, unless the employee has received prior approval from the supervisor.

If lunch is taken in the field, the meal breaks may be taken at the discretion and consensus of the crew based on the circumstances and flow of the work, normally no later than the beginning of the 5th hour of the shift. Lunch will conclude by the end of the 6th hour of the shift, unless prior approval is given by the supervisor. An example of flow of work may include delaying lunch 30 minutes to finish up a job that has a significant amount of setup involved.

There may be times when it is appropriate to stop at a restaurant or store to purchase lunch. If an employee is driving between work locations and the stop is along the way, the employee may pick up lunch. The time used to pick up lunch is included in the 30-minute lunch period. At times, employees at a work site may want to buy lunch. Travel time to a restaurant or store is considered part of the 30-minute lunch period.

When health or safety are concerns, the employee is not required to take lunch in the field. In such instances, travel time in excess of 5 minutes is permitted. Also, coordination of work activities occasionally requires employees to return to the MOC for supplies, equipment, and other work related activities. Lunch at the MOC should be coordinated with these activities when appropriate.

A paid “wash up” period of reasonable duration is provided, if necessary, prior to the lunch period. In general, the “wash up” period should not exceed five minutes.

#### **14.2B Worked Meal Break**

1. Employees must be paid for a meal period if:

- a. They are required to remain on duty during their meal period.
- b. The employer requires them to remain on-call or on the premises or worksite in the interest of the employer, even if they are not called back to duty.
- c. They are called back to work, interrupting the meal period.

This shall not apply if:

- The employee takes an unpaid and uninterrupted meal period at a different time at the employee’s discretion. The employer may require an employee to take their meal period at an alternative time so long as it begins more than 4 hours after the start of the shift and less than 7 hours after the start of the shift.

OR

- The employee leaves work early with prior mutual agreement between supervisor and employee.

2. An interrupted meal period is when an employee must stop their meal period and perform work duties due to supervisor requirement or an emergent situation. An “emergent situation” is one that cannot wait until the end of the meal period. Unless otherwise agreed upon, employees who are on their meal period are not expected to answer calls from their supervisor, other City employees, or other work-related calls. Employees who do choose to answer calls do so at their own discretion and this does not constitute an interrupted meal period. In the case that the employee does answer their phone and either supervisor requests and employee accepts, or employee becomes aware of an emergent situation that requires immediate attention and employee works during their meal period, paragraph 1 (above) would apply.

3. If work is performed that necessitates the employee to wash up before returning to the employees' meal period, such a reasonable wash up period will not be considered as part of the meal period and shall be compensated.

#### **14.3. Overtime/Double Time:**

Non-exempt employees of the bargaining unit who are required to work more than their regularly scheduled hours in any one (1) day or more than forty (40) hours in any one (1) week shall be compensated for such overtime hours. The overtime rate shall be one and one-half (1-1/2) times the employee's regular hourly rate of pay, except that double time (two (2) times the employees' regular hourly rate of pay) shall be compensation for hours worked on the seventh (7th) day of an employee's work week.

If an employee's regular schedule is between Monday and Friday, then their seventh day shall always be Sunday for double-time rate purposes.

If the employee's regular work schedule includes work on Saturdays or Sundays, then the seventh day of an employee's workweek shall be the seventh day following the first of four or five consecutive scheduled days of work.

If on a 9/80 schedule where the first day of the week is their flex day (i.e., either an 8-hour day or a day off), that day will still be the first day of the week for overtime and double-time rate purposes. The following chart provides examples what day of the week will be an employee's seventh day for double time rate purposes based on given schedules:

<b>Example Schedule</b>	<b>Double Time Rate</b>
Monday-Friday (5/8, 9/80, 4/10)	Sunday
Tuesday-Saturday (5/8)	Monday
Wednesday-Sunday	Tuesday
Thursday-Monday	Wednesday
Friday-Tuesday	Thursday
9/80 Tuesday-Saturday (Tuesday Flex)	Friday
9/80 Sunday-Thursday (Thursday Flex)	Saturday

The City will pay employees for overtime work at the nearest 15 minute (quarter hour) increment of time. Thus, if an employee works *more* than 8 minutes, the employee will be paid for 15 minutes (rounding up); conversely, if an employee works less than 8 minutes, the employee will be paid for zero time (rounding down). For the purposes of this section sick leave, vacation, bereavement leave and holidays shall be considered as time worked.

In the event an overtime shift is scheduled in advance, the employee shall be compensated for a minimum of two (2) hours of pay at the appropriate overtime rate, even if the actual duration of work is less than two (2) hours. This provision shall not be applied to overtime work that is an extension of a regularly scheduled shift.

Nothing in this section shall prevent an employee and their supervisor from agreeing to work schedule adjustments in the same workweek on straight time, hour for hour basis.

All work performed on a holiday shall be paid at two (2) times the regular rate of pay. This is in addition to the regular holiday pay paid to the employee.

#### **14.4. 24-Hour Emergency Work Schedule:**

An employee who is required to change his or her regular shift start time for emergency response, such as snow and ice removal, shall receive one and one half (1 ½) times his/her regular straight time hourly rate for all hours worked outside his/her regularly scheduled hours during the emergency event. An employee whose regular shift start time does not change, but who works additional hours beyond the conclusion of his or her regularly scheduled shift, shall receive one and one half (1 ½) times the straight time hourly rate for all hours worked outside regularly scheduled hours.

In the event an employee performs emergency work on the seventh (7<sup>th</sup>) day of his or her work week, the employee shall receive two (2) times the regular straight time hourly rate for all hours worked on that day. In the event an employee performs emergency work on a holiday, the employee shall receive two (2) times the regular straight time hourly rate for all hours worked on the holiday in addition to straight time hourly rate for all hours worked in addition to straight time holiday pay the employee would otherwise receive.

If management declares an emergency that will require around the clock operations, management may allow employees who will be working a modified schedule to go home for the remainder of their previously scheduled shift or not report for their next previously scheduled shift. Employees allowed to go home/not report shall be paid at their regular straight time hourly rate for the remainder/entirety of their previously schedule shift.

Management will communicate to employees at the earliest opportunity when it has reasonable notice that an emergency or snow event is likely to occur.

Management will communicate to employees at the earliest opportunity when the emergency or snow event shifts are likely to end. When possible, management will communicate the end of emergency shifts at a shift change.

Upon completion of the declared emergency, employees on duty will complete and be paid for their twelve (12) hour emergency shift. Employees will not return to work until their next regularly scheduled shift. Additional standby or callback work, including coverage for alternative schedules on non-scheduled workdays (ie: holiday, weekend, or scheduled day off if on an alternative schedule) is allowed after a minimum 8-hour rest period.

Should the emergency be canceled in the middle of an emergency shift, notice will be provided via voicemail/text to employees who would be reporting “on duty” at the next emergency shift start time. Pay would be applied as follows:

- If it is a regularly scheduled workday, employees will report to work at their emergency shift start time, will work until the end of their normal shift, and will be paid the equivalent of their normal shift. For example, if their normal shift starts at 7:00 am and their emergency shift

change is at 9:00 am, the employee would report to work at 9:00 am, work until their normal (non-emergency) shift end time, and would be paid at the regular rate for a full regular shift.

- If it is not a regularly scheduled workday, and if Management does not notify the employee prior to their arrival at the worksite, the employee will be paid for a callout.

#### **14.5. Compensatory Time-Off:**

**Compensatory Time Not Allowed:** If a non-exempt employee works planned/scheduled overtime or on an organized after-hours response team (such as snow/ice crew) for a division or department other than the employee's primary division, or planned/scheduled overtime on a project assigned under the guidelines of the City's contracting policy, he or she will be paid overtime as provided for in Section 3 of this Article, and will not be able to charge time to compensatory time, due to budgeted fund allocations and workload impact to the employee's actual division. For example, for snow and ice crew, the Streets division employees would be able to select compensatory time, whereas a Water division employee would need to take pay.

Employees who work City-wide community events, such as Redmond Lights, Derby Days, and So Bazaar, will be paid overtime and will not be able to charge to compensatory time, due to workload impact to the employee's actual division.

**Compensatory Time Allowed:** Employees will have the option to select overtime pay or compensatory time for work for the employee's primary division and unscheduled work or call backs for a division or department other than the employee's primary division.

In all other cases if a nonexempt employee works overtime they will be paid overtime as provided for in Section 3, UNLESS they choose to add to their compensatory timebank in lieu of overtime pay, which will be credited at one and one-half (1-1/2) hours of compensatory time-off for each hour of overtime worked. For overtime hours worked on the seventh (7th) day of an employee's workweek, the employee receiving approved compensatory time shall be credited with two (2) hours of compensatory time-off for each hour of overtime worked.

No employee may accumulate in excess of one hundred sixty (160) hours of compensatory time. For non-exempt employees, there shall be no time limit for the utilization of compensatory time-off.

If a non-exempt employee moves into an exempt status position, either within the union or outside the union, the employee's compensatory time will be cashed out at the employee's current rate of pay and will no longer be eligible to earn compensatory time.

Requests for use of compensatory time shall be granted within a reasonable period given due consideration by the supervisor of the normal schedule of work, anticipated peak workloads, emergency requirements of staff and services, and the availability of qualified substitute staff. Requests for use of compensatory time shall not be granted if doing so will unduly disrupt operations.

Compensatory time may be cashed out at the employee's request. The employee must submit a request in writing to payroll indicating the exact number of hours to be paid out. Payroll will process the request and make payment on the next possible pay period.

#### **14.6. Meal Tickets:**

In recognition of the impact on employees of short notice for unscheduled work, the City will provide a meal allowance of Fifteen Dollars (\$15) when unscheduled work is required for four (4) or more continuous hours, and a second allowance of the same amount if the unscheduled work continues unbroken for a total of more than eight (8) hours. For the purposes of this Section, unscheduled work is any work outside an employee's scheduled work day for which the employee is provided less than four (4) hours advance notice, or any extension of a scheduled shift for which the employee is provided notice during the shift.

#### **14.7. Standby Duty:**

- A. Secondary Standby Pay.** Employees assigned to standby duty during their time off shall be paid ten percent (10%) of their regular straight-time hourly rate for each hour of standby. All time actually worked by a standby employee and paid at the overtime rate shall not be included as time for which standby pay is earned.

Employees assigned to standby on paid holidays specified in Article 9 shall be paid fifteen percent (15%) of their regular straight-time hourly rate for each hour of standby; and it is further provided that the fifteen percent (15%) rate shall apply for the entire weekend when the paid holiday is observed in conjunction with a weekend. The standby rate begins at the start of the standby shift before the holiday or holiday weekend. All time actually worked by a standby employee during holiday/holiday weekends will be paid at the appropriate overtime rate depending on the day - as time and a half or double time (7th day, actual holiday, and/or observed holiday). All time actually worked by a standby employee and paid at the overtime rate shall not be included as time for which standby pay is earned.

- B. Primary Standby Pay.** The standby duty person designated as PRIMARY STANDBY to receive the initial calls for standby response and perform other additional standby response duties as assigned by management or a management designee, shall be paid for standby duty as in Paragraph A of this Section, except that the ten percent (10%) rate of pay described in Paragraph A shall be increased to twenty percent (20%) and the fifteen percent (15%) rate of pay described in Paragraph A of this Section shall be increased to twenty five percent (25%) for PRIMARY STANDBY DUTY.

- C. Primary Standby List - Eligibility.** By December 1 of each year the local Union president shall provide to the Employer a proposed weekly standby schedule for the following calendar year. In reviewing the list, the Employer shall make a good faith effort to include those employees proposed by the Union provided such employees meet the qualifications below. If there are an inadequate number of employees on the proposed list, the Employer may assign, as needed, qualified employees to

standby to ensure adequate primary standby coverage. The weekly schedule will operate on a rotating basis among all eligible bargaining unit members. Eligibility requirements shall include:

- (1) Valid Washington State Driver's License.
- (2) Current Flagging Card.
- (3) Completion of one (1) year employment in a position represented by the bargaining unit by December 31 or if qualified by previous work experience, upon completion of their initial hire probationary period of six months.
- (4) Additional requirements may be added by mutual agreement between the City and Union. In the event that additional requirements are added, training opportunities will be offered fairly and equitably to all bargaining unit members prior to implementation.

The Employer shall administer the Standby Program in accordance with the above and have the authority to remove employees from the standby list for failure to exercise sound judgment or dereliction of duty.

**D. Secondary Standby Management Right.** The Employer shall determine the need, eligibility requirements, and schedule for secondary standby for each operations division. Secondary Standby schedules are developed by each individual Division. Typically, secondary schedules are determined using a rotating format amongst participating employees, or a similar equitable system. The City will consult with the Union regarding changes to eligibility requirements prior to change, and the Union can notify the City of their desire to negotiate the impact.

**E. Short Term Secondary Standby Pay.** Upon request of management, employees may volunteer to perform short term standby duty to provide additional standby personnel for a specified immediate need (i.e., additional plow drivers for an impending snowstorm). Pay for Short term standby will be the same as secondary standby in 14.7(A). Management will make a reasonable effort to offer work fairly based upon each division's standard practice.

**F. Overtime Pay for Emergency Work.** Employees will be compensated at the appropriate overtime rate as defined in Article 14.3, in the following circumstances.

- (1) For all time worked by an employee at an emergency, measured in fifteen (15) minute increments, subject to the minimum callback standard as specified in Article 14.8. Standby pay does not apply for time so worked.
- (2) For time spent calling others in response to an emergency incident, measured in fifteen (15) minute increments. Standby pay does not apply for time so worked. The minimum callback standard in Article 14.8 does not apply for time so worked, unless associated with an on-site response. Time spent by

employees making log entries shall be considered time worked just as time spent receiving and/or making calls is considered time worked. Additionally, employees who had been assigned to a standby shift but who then perform work are entitled to be paid at the overtime rate as specified in Article 14.3 and are permitted to aggregate time worked in any 24-hour period from midnight to midnight.

**G Vehicle Usage for Standby Duty.** No City vehicle will be taken home by an employee on standby duty unless authorized by a supervisor to enable adequate response to operational needs. At the conclusion of the response work, the **standby employee** may, at his or her discretion, leave their personal vehicle parked within the Operations Center security fence and take a City vehicle home for after-hour use, per City policies, until the next normal work day.

Both parties agree that section 14.7. Standby Duty may be reopened at any time to negotiate implementation of a standby practice different from that contained in this section.

#### **14.8. Callbacks:**

Employees on secondary and primary standby duty, who are called back after finishing their regular duty shift or called to report to work on their regular day off shall be paid for the time so worked at the overtime rate but shall be guaranteed three (3) hours at the overtime rate should such call back be for less than three (3) hours, unless the callout is less than one (1) hour prior to the start of their shift. Standby duty pay will continue until the employee receives a call that requires an on-site response, at which time callback pay will commence.

Additional calls and/or callbacks that occur within a (3) hour guaranteed overtime period, or while employees are still on site working a callback after the 3-hour guarantee period is over, shall be treated as a continuation of the original call. Employees will be paid until the conclusion (leave the MOC gate or job site) of the additional call(s) either as part of the guaranteed 3 hour period or actual time spent since original commencement of callback pay, whichever is greater.

Additional calls received after the initial 3-hour guaranteed overtime period will be treated as a separate callback unless the employee is still on-site working on an additional call as noted above.

Any employee not assigned to standby duty and called back after finishing their regular duty shift, or called to report on their regular day off, and the callout is more than one (1) hour before the start of their regular shift, shall be guaranteed three (3) hours at the overtime rate.

Responding to after-hours calls, notifications, or alarms, that do not require a physical response on-site, will be paid at the appropriate overtime rate for actual hours worked.

Supervisors will not be called out for emergency work until the work is refused by at least two (2) bargaining unit members or attempts to reach two (2) or more bargaining unit members have failed.

#### **14.9. Union Business:**



The City and Union recognize a shared interest in resolving issues that arise concerning administration of this labor agreement and the collective bargaining relationship as expeditiously as possible. Subject to prior approval of the Employer, Union representatives shall be allowed reasonable time off with pay to perform Union business such as, for example, attending investigatory interviews, grievance meetings, and labor-management meetings.

Union executive board meetings are not permitted to be held on City time during normal working hours nor will they be paid. Up to four (4) general Union membership meetings may be held per year during normal working hours but such meetings may not exceed sixty minutes in length. Employees are expected to use their lunch and break times to conduct such membership meetings.

The Union is obligated to provide the employer, at the employer's request, with a current list of its officers and designated Union representatives and shall maintain the list in a current state.

#### **14.10. Professional Leave:**

Employees exempt from overtime compensation under the Federal Fair Labor Standards Act (FLSA) are afforded greater flexibility with regard to their work day. Further, in recognition of the additional hours worked by an FLSA exempt Employee from time to time beyond their standard workweek, at the beginning of each calendar year, exempt Employees shall automatically be credited with six (6) days (48 hours) of professional leave. Professional leave is prorated for exempt part-time employees and for exempt employees who start mid-year. Professional leave is intended to be used for occasional paid days off without reducing an Employee's accrued vacation. Use of professional leave must be approved by an individual's supervisor. Professional leave may not be used to substitute for sick leave unless all sick leave has been used. Any professional leave not used during the course of a calendar year shall be forfeited. Unused professional leave shall not be paid to an Employee upon resignation or termination.

#### **14.11 Rest Period**

Management has the discretion to send employees home and/or provide for late starts in response to specific events and circumstances, to avoid fatigue and ensure employee safety. The employee shall be paid for any early dismissal or late start hours provided by the employer, that fall within their regular or emergency scheduled shift at the employee's regular rate of pay. Secondary standby may be reassigned, if necessary, with no reduction in standby pay. Nothing prevents employees from requesting to flex their schedule or use their own paid leave. Upon mutual agreement, Union and Management may open negotiations during the contract period to further discuss rest period.

## **ARTICLE 15 - DISCIPLINE**

### **15.1. Cause/Immediate Discharge:**

The employer may discipline or discharge an employee for just cause. Depending on the severity of the charge, the employer may discharge an employee immediately for just cause.

### **15.2. Written Notice:**

Except as provided for in Section 1, above, no employee shall be discharged for unsatisfactory work performance unless the employee has received a written notice setting forth their deficiencies in performance. An employee will be given an opportunity to sign such notices before they are added to their personnel file. A copy of the signed notice shall be given to the employee and nothing may be added to the notice once it has been signed. Written warnings of unsatisfactory work performance may remain in an employee's file no more than one (1) year, provided no additional warning notices of unsatisfactory work performance have been added to the employee's file. Letters of reprimand may remain in an employee's file for up to one year and shall be removed at the employee's request if no similar events have occurred.

### **15.3. Authorized Disciplinary Actions:**

The City agrees with the principles of progressive discipline. Authorized Actions – Employees are subject to disciplinary actions which may include, but are not limited to, the following:

1. Oral reprimand. If an employee is not meeting standards of behavior or performance, the supervisor or manager may meet with the employee to discuss the matter. The employee should be informed of the nature of the problem and the action necessary to correct it. The oral reprimand should be documented in writing and maintained in the employee's personnel file in the Human Resources Department. The documentation shall be removed from the personnel file one year after the date of the oral reprimand.
2. Written reprimand. A written reprimand is a reprimand that is documented and placed in the employee's central personnel file.
3. Suspension without pay. An employee suspended from City service forfeits all pay during the period of the suspension. However, the employee remains entitled to all benefits and the employee's seniority date remains unchanged. A suspension without pay shall not exceed thirty calendar days. Suspensions imposed upon FLSA-exempt employees should be in one-week increments.
4. Demotion. A disciplinary demotion is a change to a position in a different classification with less responsible duties, lower qualifications, and a lower rate of pay, if applicable.
5. Termination.

### **15.4 Temporary Removal from Standby.**

Management has the authority to temporarily remove Employees from standby due to documented performance issues that relate to the standby duty body of work, until such performance has been corrected. Temporary removal from standby can occur in conjunction with another other disciplinary action or can be a stand-alone disciplinary action. The action will go through the Loudermill process. If the disciplinary action is related to standby, the employee can request to Human Resources to have the Loudermill notice and actual disciplinary memos removed from their personal file at least one year later, provided no further disciplinary action has occurred for the same or similar reason during that time period. Conditions for removal of the memos will be verified by department management and the Human Resources Director or designee.

#### **ARTICLE 16 - SAVINGS CLAUSE**

##### **16.1.**

Should any Section of this Agreement or any addendums thereto be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any provision be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby.

#### **ARTICLE 17 - ENTIRE AGREEMENT**

##### **17.1.**

The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein or additions hereto, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

#### **ARTICLE 18 – TERM OF AGREEMENT**

##### **18.1.**

This Agreement including its Appendix shall be effective January 1, 2022 and shall remain in effect through December 31,2024.

DATED \_\_\_\_\_

**CITY OF REDMOND**

DATED \_\_\_\_\_

**THE WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES, LOCAL  
21-RD (AFSCME)**

\_\_\_\_\_  
Angela Birney, Mayor

\_\_\_\_\_  
Scott Anderson, AFSCME President

\_\_\_\_\_  
Joe Downes, AFSCME Business Rep

DATED \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
Cheryl Xanthos, City Clerk

040622 Draft

## **APPENDIX A WAGES**

This Appendix is supplemental to the Agreement by and between the City of Redmond (“City”), and the Washington State Council of County and City Employees (“Union”).

### **A.1. 2022 SALARY:**

Effective retroactive to January 1, 2022, the monthly salaries for employees covered by this Agreement shall be increased by one hundred percent (100%) of the June 2021 Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue.

Market Adjustment: Effective January 1, 2022, classification pay ranges will be increased at the percentage identified for those positions that are under market. Market adjustment will be applied prior to COLA adjustment. No increase to employee pay will occur for market range adjustments.

### **A.2. 2023 SALARY:**

Effective January 1, 2023, the monthly salaries for employees covered by this Agreement shall be increased by one hundred percent (100%) of the June 2022 Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue with a 2% minimum and 6% maximum.

### **A.3. 2024 SALARY:**

Effective January 1, 2024, the monthly salaries for employees covered by this Agreement shall be increased by one hundred percent (100%) of the June 2023 Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue with a 2% minimum and 5% maximum.

### **A.4. Merit Pay Increases:**

Employees are eligible for merit pay increases on their pay anniversary date. Merit pay is based on the individual employee’s job performance. A performance appraisal is required to support a merit pay increase. During the performance appraisal, the employee will be evaluated on a four-point scale utilizing the City’s Employee Performance Appraisal Form. Point splitting is not permitted. That is, the supervisor may not issue scores such as, for example, a 2 ½ or a 2.8. Instead, for each performance criterion, the supervisor must give the employee one of the following scores:

- 1 – Does not meet standards;
- 2 – Meets standards;
- 3 – Exceeds standards; or
- 4 – Distinguished

After all performance criteria have been scored, the scores are totaled and then divided by the total number of performance criteria to determine the average overall score. The average overall score will be used to determine the employee’s merit pay increase as set forth below:

Average Overall Score	Amount of Increase
1.0 - 1.99	No increase
2.0 - 2.59	2% increase
2.6 - 3.19	3% increase
3.2 - 3.69	4% increase
3.7 - 4.00	5% increase

Merit pay increases will be retroactive to the employee's pay anniversary date.

In the event the employee's current base rate of pay is lower than the top of the pay range, any merit pay increase will be added to the employee's base rate of pay. If the employee's merit pay increase is larger than the difference between the employee's current base rate of pay and the top of the pay range, the employee's base rate of pay will be increased to the top of the pay range and the balance of the merit pay award will be issued by the City as a lump sum. Finally, if the employee's current base rate of pay is already at the top of the pay range, the amount of the merit pay award will be issued by the City as a lump sum payment.

In the event an employee receives an average overall score between 1.0 – 1.99 and, therefore, receives no merit pay increase, the employee's supervisor is required to develop a written performance improvement plan in consultation with the Human Resources Department. Thereafter, the supervisor shall provide the written plan to the employee and, after the employee signs, the supervisor shall forward a copy of the signed performance improvement plan to the Human Resources Department.

#### **A.5. Retroactivity:**

Retroactive compensation for the period before the execution of the collective bargaining agreement for that period will be paid only to individuals who either (a) are on the payroll as of the date of ratification or (b) have retired in good standing.

## A.6. 2022 Regular Pay Plan

2022 PAY PLAN "A" - AFSCME								
Ordinance No. xxxx								
Washington State Council of County and City Employees - Local 21-RD Bargaining Unit (AFSCME)								
Effective January 1, 2022								
MONTHLY						ANNUALLY		
Grade	FLSA	Position Title	Min	Mid	Max	Min	Mid	Max
A5	NE	Maintenance Aide	\$4,002	\$4,602	\$5,201	\$48,024	\$55,224	\$62,412
A9A	NE	Meter Reader	\$4,692	\$5,396	\$6,099	\$56,304	\$64,752	\$73,188
A8/11	NE	Maintenance Technician	\$4,874	\$6,094	\$7,312	\$58,488	\$73,128	\$87,744
A10	NE	Small Equipment Auto Service Worker	\$5,223	\$6,007	\$6,791	\$62,676	\$72,084	\$81,492
A17	NE	Inventory Control Specialist	\$5,325	\$6,125	\$6,924	\$63,900	\$73,500	\$83,088
A18	NE	Water Quality Cross Connection Spec	\$5,908	\$6,795	\$7,681	\$70,896	\$81,540	\$92,172
A19	NE	HVAC Technician	\$5,943	\$6,835	\$7,726	\$71,316	\$82,020	\$92,712
A13	NE	Utility Systems Technician	\$6,103	\$7,018	\$7,933	\$73,236	\$84,216	\$95,196
A20	NE	Water Quality Analyst	\$6,147	\$7,069	\$7,991	\$73,764	\$84,828	\$95,892
A21	NE	Traffic Signal Technician	\$6,160	\$7,085	\$8,010	\$73,920	\$85,020	\$96,120
A16	E	Source Control Administrator	\$6,208	\$7,139	\$8,069	\$74,496	\$85,668	\$96,828
A14	NE	Lead Maintenance Worker	\$6,224	\$7,313	\$8,402	\$74,688	\$87,756	\$100,824
A12	NE	Mechanic	\$6,244	\$7,182	\$8,118	\$74,928	\$86,184	\$97,416
A22	NE	Fleet Operations Lead	\$6,491	\$7,464	\$8,438	\$77,892	\$89,568	\$101,256
A15	NE	Lead Traffic Signal Technician	\$6,531	\$7,510	\$8,489	\$78,372	\$90,120	\$101,868
A15	NE	ITS Network Technician	\$6,531	\$7,510	\$8,489	\$78,372	\$90,120	\$101,868

**A.7. 2022 Supplemental Pay Plan**

<b>2022 PAY PLAN "AF-S" – AFSCME - SUPPLEMENTAL</b>					
<b>Ordinance No. xxxx</b>					
<b>Washington State Council of County and City Employees - Local 21-RD Bargaining Unit (AFSCME)</b>					
<b>Effective January 1, 2022</b>					
<b>HOURLY</b>					
<b>Grade</b>	<b>FLSA</b>	<b>Position Title</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>
SA5	NE	Maintenance Aide	\$17.98	\$22.47	\$26.96
SA9A	NE	Meter Reader	\$21.08	\$26.35	\$31.62
SA8/11	NE	Maintenance Technician	\$21.91	\$27.38	\$32.86
SA10	NE	Small Equipment Auto Service Worker	\$23.47	\$29.34	\$35.20
SA17	NE	Inventory Control Specialist	\$23.92	\$29.92	\$35.89
SA18	NE	Water Quality Cross Connection Spec	\$26.54	\$33.19	\$39.82
SA19	NE	HVAC Technician	\$26.70	\$33.38	\$40.05
SA13	NE	Utility Systems Technician	\$27.41	\$34.27	\$41.13
SA20	NE	Water Quality Analyst	\$27.63	\$34.54	\$41.44
SA21	NE	Traffic Signal Technician	\$27.68	\$34.60	\$41.52
SA16	E	Source Control Administrator	\$27.89	\$34.87	\$41.83
SA14	NE	Lead Maintenance Worker	\$27.97	\$34.96	\$41.95
SA12	NE	Mechanic	\$28.06	\$35.08	\$42.08
SA22	NE	Fleet Ops Lead	\$29.17	\$36.46	\$43.75
SA15	NE	Lead Traffic Signal Technician	\$29.34	\$36.68	\$44.02
SA15	NE	ITS Network Technician	\$29.34	\$36.68	\$44.02



## **APPENDIX B BOOT ALLOWANCE**

The City, through the Finance Department, provides an allowance for safety footwear. Appendix B provides additional benefit to AFSCME employees in relation to a boot allowance as follows:

- Footwear allowance will increase from \$200 to \$300.
- The footwear allowance will be provided on an annual basis.
- In the event that footwear becomes damaged or worn beyond reasonable use in less than a year, supervisors may authorize the purchase of replacement boots prior to the one-year threshold of use.

The remaining provisions of the related Finance documents will not be changed by this agreement.

**TENTATIVELY APPROVED on** \_\_\_\_\_  
(Date)

**For AFSCME:**

**For the CITY:**

\_\_\_\_\_  
Scott Anderson, AFSCME President

\_\_\_\_\_  
Cathryn Laird, HR Director

\_\_\_\_\_  
Joe Downes, AFSCME Business Rep.

# Attachment B

## **The City of Redmond And The Washington State Council of County and City Employees, Local 21-RD (AFSCME)**

### **Summary of Major Changes to AFSCME Contract for 1-1-2022 through 12-31-2024**

The City and the Washington State Council of County and City Employees (AFSCME), Local 21-RD (Union), reached a tentative agreement, pending Council Approval, that meets the needs of both the Union and the City. The Collective Bargaining Agreement (CBA) with the Union, if approved, will result in the following summary of the more notable changes to the contract. All changes are noted in the redline version of the CBA.

#### **ARTICLE 8, RATES OF PAY:**

- The tiered monthly Longevity Pay has been replaced by a single Experience Recognition Bonus, paid annually in December, for all members with over 5 years of service with the City.

#### **ARTICLE 9, HOLIDAYS:**

- Juneteenth added as a holiday bringing the annual total to 13 recognized holidays.

#### **ARTICLE 14, HOURS OF WORK, AND OVERTIME:**

- Clarifying the process for entering/exiting 24-hour emergency work schedules and callbacks.

#### **ARTICLE 18, TERM OF AGREEMENT:**

- Outlines the new duration of the contract as beginning on the effective date of the contract and ending on 12/31/2024.

#### **APPENDIX A, SALARIES AND WAGES:**

- 6.3% increase to 2021 salaries for 2022.
- 2023 Salaries increased by 100% of first half annual CPI-W (2%min – 6%max).
- 2024 Salaries increased by 100% of first half annual CPI-W, (2%min – 5%max).

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, ESTABLISHING THE 2022 PAY PLAN  
FOR EMPLOYEES COVERED BY THE WASHINGTON  
STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,  
LOCAL 21-RD (AFSCME) AND ESTABLISHING THE  
2022 PAY PLAN FOR SUPPLEMENTAL EMPLOYEES  
WORKING IN POSITIONS COVERED BY THE AFSCME  
BARGAINING UNIT

---

WHEREAS, the City of Redmond completed labor contract negotiations with the Washington State Council of County and City Employees, Local 21-RD (AFSCME); and

WHEREAS, Pay Plan "A" was established and put into effect the negotiated salary ranges agreed to through the collective bargaining process and adopted; and

WHEREAS, the salary ranges will now be adjusted in accordance with the negotiated agreement with the AFSCME bargaining unit.

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

Section 1. Pay Plan Adopted. Effective January 1, 2022, Pay Plan "A" covering all employees in the AFSCME bargaining unit is hereby amended and the salary ranges adjusted by 6.3%, above the ranges in effect on December 31, 2021 as adopted by Ordinance No. 3018. In conjunction with the adjustment of the salary ranges, the salaries for all employees covered by the

AFSCME bargaining unit will increase across-the-board by 6.3%. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2. Pay Plan "AF-S". Effective January 1, 2022, Supplemental Pay Plan "AF-S" covering supplemental AFSCME employees is hereby adjusted to reflect pay ranges that represent 80 percent to 110 percent of the lowest pay for a comparable Regular position, as adopted by Ordinance No. 3018. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

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

Section 4. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF REDMOND

---

MAYOR ANGELA BIRNEY

ATTEST/AUTHENTICATED:

---

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_

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



Exhibit 1

2022 PAY PLAN "A" - AFSCME								
Ordinance No. xxxx								
Washington State Council of County and City Employees - Local 21-RD Bargaining Unit (AFSCME)								
Effective January 1, 2022								
			MONTHLY			ANNUALLY		
Grade	FLSA	Position Title	Min	Mid	Max	Min	Mid	Max
A5	NE	Maintenance Aide	\$4,002	\$4,602	\$5,201	\$48,024	\$55,224	\$62,412
A9A	NE	Meter Reader	\$4,692	\$5,396	\$6,099	\$56,304	\$64,752	\$73,188
A8/11	NE	Maintenance Technician	\$4,874	\$6,094	\$7,312	\$58,488	\$73,128	\$87,744
A10	NE	Small Equipment Auto Service Worker	\$5,223	\$6,007	\$6,791	\$62,676	\$72,084	\$81,492
A17	NE	Inventory Control Specialist	\$5,325	\$6,125	\$6,924	\$63,900	\$73,500	\$83,088
A18	NE	Water Quality Cross Connection Spec	\$5,908	\$6,795	\$7,681	\$70,896	\$81,540	\$92,172
A19	NE	HVAC Technician	\$5,943	\$6,835	\$7,726	\$71,316	\$82,020	\$92,712
A13	NE	Utility Systems Technician	\$6,103	\$7,018	\$7,933	\$73,236	\$84,216	\$95,196
A20	NE	Water Quality Analyst	\$6,147	\$7,069	\$7,991	\$73,764	\$84,828	\$95,892
A21	NE	Traffic Signal Technician	\$6,160	\$7,085	\$8,010	\$73,920	\$85,020	\$96,120
A16	E	Source Control Administrator	\$6,208	\$7,139	\$8,069	\$74,496	\$85,668	\$96,828
A14	NE	Lead Maintenance Worker	\$6,224	\$7,313	\$8,402	\$74,688	\$87,756	\$100,824
A12	NE	Mechanic	\$6,244	\$7,182	\$8,118	\$74,928	\$86,184	\$97,416
A22	NE	Fleet Operations Lead	\$6,491	\$7,464	\$8,438	\$77,892	\$89,568	\$101,256
A15	NE	Lead Traffic Signal Technician	\$6,531	\$7,510	\$8,489	\$78,372	\$90,120	\$101,868
A15	NE	ITS Network Technician	\$6,531	\$7,510	\$8,489	\$78,372	\$90,120	\$101,868

2022 PAY PLAN "AF-S" – AFSCME - SUPPLEMENTAL					
Ordinance No. xxxx					
Washington State Council of County and City Employees - Local 21-RD Bargaining Unit (AFSCME)					
Effective January 1, 2022					
HOURLY					
Grade	FLSA	Position Title	Min	Mid	Max
SA5	NE	Maintenance Aide	\$17.98	\$22.47	\$26.96
SA9A	NE	Meter Reader	\$21.08	\$26.35	\$31.62
SA8/11	NE	Maintenance Technician	\$21.91	\$27.38	\$32.86
SA10	NE	Small Equipment Auto Service Worker	\$23.47	\$29.34	\$35.20
SA17	NE	Inventory Control Specialist	\$23.92	\$29.92	\$35.89
SA18	NE	Water Quality Cross Connection Spec	\$26.54	\$33.19	\$39.82
SA19	NE	HVAC Technician	\$26.70	\$33.38	\$40.05
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SA21	NE	Traffic Signal Technician	\$27.68	\$34.60	\$41.52
SA16	E	Source Control Administrator	\$27.89	\$34.87	\$41.83
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SA15	NE	Lead Traffic Signal Technician	\$29.34	\$36.68	\$44.02
SA15	NE	ITS Network Technician	\$29.34	\$36.68	\$44.02



## Memorandum

**Date:** 5/17/2022  
**Meeting of:** City Council

**File No.** AM No. 22-076  
**Type:** Consent Item

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

Planning and Community Development	Carol V. Helland	425.556.2107
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**DEPARTMENT STAFF:**

Planning and Community Development	Sarah Pyle	Manager
Planning and Community Development	Seraphie Allen	Deputy Director

**TITLE:**

Acceptance of a Port of Seattle Economic Development Grant in the Amount of \$120,000

**OVERVIEW STATEMENT:**

The City has worked with the Port of Seattle, Startup425, OneRedmond, and other subregional partners to prepare an application for 2022-2023 grant funding through the Economic Development Program offered by the Port of Seattle. The application included funding requests for continued COVID-19 response, the extension of small business retention interviews, and resources for outreach to an additional 100 businesses impacted by redevelopment; as well as, mentorship and workshops for new entrepreneurs, and a proposal to partner with local multi-cultural organizations on their continued efforts in building community connections for small business support, and to pilot a digital literacy offering. The 2021-2022 approved and adopted biennium budget offers and work plans anticipated this grant revenue and scope of work.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**
  - Comprehensive Plan policies EV-4, EV-8, EV-13, EV-14, EV-19, EV-20 and EV-21.
  - Long-Term Recovery Plan (August 2020): Principles of Recovery section on page 15, Current Conditions section on page 28 and economic development Recovery Strategies as listed on pages 81 and 82.
- **Required:**

Per RCW 35A.11.040, acceptance of a grant requires Council approval.



- **Council Request:**

N/A

- **Other Key Facts:**

The partnership between the City of Redmond and the Port of Seattle began in 2016 with the inception of the Port's Economic Development Partnership Program. Since that time, with the Port's support, the city and our local partners have been able to support the business development of more than 2500 individuals and recruit new employers that make investments in the community. This partnership also provides backend support such as responding to and analyzing regional issues affecting our small businesses, administration to pilot new offerings and services identified as gaps by our community, supporting businesses during times of crisis, and identifying and mitigating (where possible) the impacts of redevelopment.

**OUTCOMES:**

This year's grant period has been expanded through October of 2023. The adjustment from an annual allocation to a biannual allocation allows for funds to be leveraged without interruption over a longer period. Over the next 18 months, the City of Redmond will work collaboratively with our partners at OneRedmond, the Greater Seattle Partners, StartUp425, and Eastside Response Team, and local community-based organizations. This collaboration's goal is to implement the activities included in the Scope of Work identified in Attachment A. The Scope of Work is anticipated to serve hundreds of businesses through cultivating entrepreneurship, providing training to bridge the gaps in opportunity for those with varying levels of proficiency in accessing services, and operating new and legacy businesses; as well as, increase traffic to small businesses and respond to unemployment/underemployment within the community as a result of COVID-19.

**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:**

The grant is for \$120,000 to be expended through the end of 2023 and will be matched by the City through activities already funded and adopted within the biennial budget. No additional or new costs to the City will be incurred.

**Approved in current biennial budget:**

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**

000250 - Community and Economic Development

**Budget Priority:**

Vibrant and Connected Community

**Other budget impacts or additional costs:**

☐ Yes

☒ No

☐ N/A

***If yes, explain:***

N/A

**Funding source(s):**

Grant and General Fund

**Budget/Funding Constraints:**

The 2021-2022 approved and adopted biennial budget offers and workplans anticipated this grant revenue and scopes of work that would serve local businesses and industries in the areas proposed.

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
05/10/2022	Committee of the Whole - Finance, Administration, and Communications	Receive Information

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Activities associated with this grant may not commence until the Agreement has been approved by City Council and signed by the Mayor. All activities must be completed by October 31, 2023. Services could be interrupted or delayed.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the acceptance of this grant is not approved, services currently underway would be interrupted and new services and pilots aimed at meeting gaps identified by the Redmond business community would not be provided.

**ATTACHMENTS:**

Attachment A: Grant Agreement and Scope of Work

## **ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT**

### **BETWEEN**

### **THE PORT OF SEATTLE AND CITY OF REDMOND**

**S-00321074**

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This Economic Development Partnership Agreement (the "Agreement") is made by and between the Port of Seattle (the "Port") and the City of Redmond ("Agency"), both municipal corporations of the State of Washington (each, a "Party" or, collectively, the "Parties").

### **RECITALS**

WHEREAS, engaging in the promotion of economic development is a recognized Port purpose authorized under RCW 53.08.245; and

WHEREAS, RCW 35.21.703 similarly authorizes cities to engage in economic development programs; and

WHEREAS, RCW 53.08.240(2) permits the Port to contract with another municipality to perform such undertakings each is authorized to perform; and

WHEREAS, the Port Commission of the Port of Seattle established the Economic Development Partnership Program (the "Program"), to advance the Port's Century Agenda, promote a dramatic growth agenda, support the creation of middle class jobs and help address the lack of economic development funding for local projects; and

WHEREAS, grant funding across the region is very limited for cities that want to pursue economic development projects or initiatives, and Washington State has not had an economic development grant program for over 20 years; and

WHEREAS, the Program will provide 38 King County cities per capita funding to advance local economic development throughout the region, and requires a 50% local match by the cities that receive the grants; and

WHEREAS, the Program will help the Port advance regional economic vitality through focused partnerships with King County cities; and

WHEREAS, the Program will make grants to cities that pursue programs and projects that stimulate business development, job creation and community revitalization, such as small business development, industry retention and expansion, and other economic development projects that support new investment and job creation;

**NOW**, THEREFORE the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a contractual arrangement under which the Port will pay the Agency Program funds in the amount set forth on Section 2 solely for the purpose of carrying out the local initiative described in Exhibit A, attached and incorporated hereto by this reference (the "Project"). This Agreement shall be interpreted in furtherance of this purpose.
2. Responsibilities of the Port. The Port shall contribute One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) (the "Grant Funds") to assist the Agency in funding the Project. The Port shall disburse the Grant Funds to the Agency no later than thirty (30) days after receipt of a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A.
3. Responsibilities of the Agency.
  - 3.1 The Agency shall contribute local funds equivalent to at least fifty percent (50%) of the Grant Funds towards the Project.
  - 3.2 The Agency may contract with local non-profits to complete the Project or elements of the Project; *provided*, that the Port shall not, under any circumstance, disburse the Grant Funds to any of the Agency's contractors or subcontractors.
  - 3.3 The Agency shall complete the Project no later than December 31, 2023
  - 3.4 The Agency shall provide a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A no later than December 31, 2023
4. Term. This Agreement shall become effective as of the date the Port executes this Agreement and shall terminate on December 31, 2023, unless earlier terminated under another provision of this Agreement.
5. Termination for Convenience. The Port may terminate this Agreement at any time for any reason, by giving the Agency thirty (30) days' written notice. In the event the Agency has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay the Agency the percentage of the Grant Funds attributable to the Agency's completed portion of the Project.
6. Termination for Default. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Agency, the Port shall be entitled, by written or oral notice to the Agency, to terminate Agreement for breach of any of the terms and to have all other rights against the Agency by reason of the Agency's breach as provided by law.
7. Waiver. Failure at any time of the Port to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written amendment signed by the Parties
8. Partial Invalidity. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.
9. Indemnification and Hold Harmless Agreement. The Agency shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Agreement; *provided*, however, if and to the

extent that this Agreement is construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (i) the Port, and (ii) the Agency, its agents, or its employees, it is expressly agreed that the Agency's obligations of indemnity under this paragraph shall be effective only to the extent of the Agency's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the Agency to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

In any and all claims against the Port, by any employee of the Agency, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of this paragraph shall not be limited in any way by any limitation on the amount or type of damages compensation benefits payable by or for the Agency, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and understood by the Parties hereto that the Agency expressly waives any immunity the Agency might have had under such laws. By executing this Agreement, the Agency acknowledges that the foregoing waiver has been mutually negotiated by the parties.

The Agency shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph, whether or not suit was instituted.

10. Comply with All Laws. The Agency shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to all environmental laws, which in any manner apply to the performance of this Agreement.

11. Integration. This Agreement, together with the attached Exhibit A, constitutes the entire agreement between the Parties and unless modified in writing by an amendment executed by the Parties, shall be implemented only as described herein.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County.

13. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the Agency and the Port.

14. No Entity Created. The Parties agree that nothing in this Agreement shall be construed to create a joint entity between the Agency and the Port.

15. Notices.

**Notices to the Port shall be sent to:**

Port of Seattle  
Economic Development Division  
P. O. Box 1209  
Seattle, WA 98111

**Notices to the Agency shall be sent to:**

City of Redmond  
15670 NE 85<sup>th</sup> St  
Redmond, WA 98052

16. Audits and Retention of Records. The Agency in and make all books, records and documents (the "Records") relating to the performance of this Agreement open to inspection or audit by representatives of the Port or Washington State during the term of this Agreement and for a period of not less than six (6) years after termination of the Agreement; *provided*, that if any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated, the Agency shall retain such Records until the later of

(a) resolution or completion of litigation claim or audit; or (b) six (6) years after the termination of this Agreement.

17. Amendment. This Agreement may only be amended by written agreement of the Parties.

18. Dispute Resolution. The Parties shall use their best, good faith efforts to cooperatively resolve disputes that arise in connection with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date first set forth above.

**PORT OF SEATTLE**

By: Colby Wattling  
Buyer III

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Dated*

**CITY OF REDMOND**

By:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Dated*

## EXHIBIT A

1. **Project Description:** Summarize the project(s) you plan to implement and explain how project(s) address COVID-19 economic issues in your city. Include a brief description of the project goal(s) and summary of COVID-19 economic impacts being addressed.

**Project 1: Small Business Walk Program:** This is a continuation of the program initiated in spring 2020 to visit 100+ small businesses in specific business corridors, neighborhoods, and business parks in different parts of the city. The purpose is to meet in person with 100+ small business owners that are operating during COVID-19 and often times within areas of the city that are being impacted by redevelopment and face potential displacement and learn about their challenges and concerns and address them when possible.

Due to COVID-19, this program has evolved over time to also include delivery of free PPE, distribution of information on tools and financing programs available at the local, State and Federal level and to offer a little fun, free social media marketing through the “Remy the Dragon” visits to businesses.

OneRedmond staff are often joined by SBDC staff to answer questions about various programs and to provide business owners and staff tailored assistance based on their specific questions. In addition, OneRedmond staff survey the businesses on how they are doing and what additional resources they need and take all responses, analyze, and compile into a report.

This is also an opportunity to share and connect to other services, navigators or businesses who can help support supplies, logistics or partner in working together in other ways.

**Project 2: Local Small Business Resiliency Support Program:** This purpose of this program is to assist small businesses with more in-depth advising and support through OneRedmond's network of industry experts with a special emphasis on connecting with small business owners that may experience language and other barriers to being aware of and receiving tailored help.

One-on-one advising is dependent on the needs of each business and may include COVID-19 related assistance, marketing, business management, cashflow analysis, buying and selling the business, international trade, expansion and relocation needs, accounting/tax advising and more.

In addition, to reach underrepresented businesses more effectively, OneRedmond would continue to partner with local multi-cultural organizations to collaborate on outreach and services.

Lastly, a part of the continuation of this support would be working with local partner organizations to pilot offerings to grow digital literacy which was identified by businesses and services providers as one of the largest gaps and needs facing local small legacy businesses.

### **Project 3: Sub-Regional Economic Development**

#### **A. Startup425**

The Startup425 partnership offers a platform for regional collaboration between the eastside cities for benefit of emerging businesses and entrepreneurs to foster new economic growth and create jobs. The City of Kirkland will continue to serve as program administrator through year-end 2022. In 2022 and 2023, the focus will remain on providing programs and training to advance economic recovery and resiliency for those businesses most negatively impacted by the COVID-19 pandemic.

#### **B. Small Business Assistance & Acceleration**

Building on the regional partnership of Startup425, (re)Startup425, the Eastside Economic Development Partnership and other collaborative efforts that developed and strengthened throughout the pandemic, we

will continue to create and execute programs to provide targeted, strategic support and stability for Eastside businesses disproportionately impacted by the pandemic. Additional strategies in this category are emerging. They intend to leverage local resources through regional collaborative efforts to stabilize and strengthen women-, minority- and BIPOC owned existing businesses and small businesses. Programs are likely to include targeted, in-language and culturally appropriate outreach, communication, training, technical assistance and access to capital, workforce development and more.

Outreach strategies to ensure inclusion and service provision to underserved communities will center on the establishment of trusted partnerships and community-based referral networks. Success measures will include the engagement of community-based partners, outreach metrics, small business participation in programs, demographics of program participants, business growth metrics, access to capital and more.

\*\* Some StartUp425 information was not available prior to the submission. The intent is that the partner cities ultimately are aligned with the commitments of what is submitted by the City of Kirkland.

All proposed work is planned to be done in intentional partnership with other regional and local services to minimize over saturation and maximize impact.

2. **Project Scope of Work:** Outline project title or components, economic impacts of COVID-19 the project is addressing, project goals, project deliverables, and metrics (measurable outcomes) using the table below. View Appendix B for sample metrics, measures of success, and data sources. The table is used in the agreement between the Port of Seattle and each city.

Project Category: Small Business Support				
Project Goal(s)	Timeline (Start and end dates):	Actions	Project metrics	Project outcomes/deliverables
To visit in-person with 100+ small businesses to learn how they are doing and what assistance they need.	Start Spring 2022 (May)  End Fall 2022 or 2023 (November at latest)	Develop list of businesses to be visited in each area of the city and reach out	100+ businesses notified via email that OneRedmond staff will be stopping by	100+ businesses reached out to first via email
Provide 100+ packets of informational resources to each business.	Start Spring 2022 (May)  End Fall 2022 nor 2023 (November at latest)	Develop materials for distribution	100+ packets distributed	100+ packets distributed



To answer any questions and connect the businesses with the answers and people they need to reach.	Start Spring 2022 (May)  End Fall 2022 or 2023 (November at latest)	Conduct the business walks and take notes/administer survey	- Number of businesses met in person - Number of businesses received follow-up support	Report summarizing the success and insights from the visits.
To assist 100+ small businesses with one-on-one advising	Start Spring 2022 (May)  End Fall 2022 or 2023 (November at latest)	Connect to businesses through social media, referrals, and in person communications	- 100+ businesses supported  # of existing and new jobs supported  # new and existing capital investment supported	Report analyzing goals, metrics and results
Partner with at least two multi-cultural community or business organizations	Start Spring 2022 (May)  End Fall 2022 or 2023 (November at latest)	Connect and plan programming and support efforts with partner groups	Support 50+ businesses  # of existing and new jobs supported	Report analyzing goals, metrics and results
Partner with at least two multi-cultural community organization local to Redmond to pilot a digital literacy offering.	Start late summer of 2022  End Fall 2023	Connect and plan with partners Engage businesses on format and preferences for learning and languages  Seek partnership for equipment offerings Prepare for both mobile and computer offerings  Introduce basics-web search, ordering, support service websites, navigating mail, security, forms etc....	Number of businesses who attend  Survey feedback from participants	Report analyzing goals, metrics, and results

<p>Foundation workshop Series - StartUp425</p> <p>Strategic plan and 5-year work plan</p>	<p>Start Spring 2022 (May)</p> <p>End Fall 2022 or 2023 (November at latest)</p>	<p>Hold 100 and 200 level foundation series classes in-person</p> <p>Work with stakeholders to hold vision workshops</p> <p>Recruit business advisors and mentors</p> <p>Maintain website that provides information and resources e.g.</p> <p>What's Open Eastside interactive geospatial map of Eastside Businesses</p>	<p>Have 20+ businesses attend from each partner city annually</p> <p>Stakeholder representation from: Clients, cities, board, CBOs</p> <p>Adoption of a path and performance measure for the program for the next 3-5 years.</p> <p>Number of new businesses created</p> <p>Number of women owned and BIPOC</p> <p>Port impacts of new businesses at high-level</p>	<ul style="list-style-type: none"> <li>• Surveys</li> <li>• Review against strategic plan and sub-regional goals</li> <li>• Report outs</li> <li>• Adjustments to future programing</li> <li>• Revised strategic plan</li> </ul>
<p>Small business growth assistance and Accelerator-StartUp425</p>	<p>Start Spring 2022 (May)</p> <p>End Fall 2022 or 2023 (November at latest)</p>	<p>Hold 1:1 meeting with operations</p> <p>Hold accelerator program for entrepreneurs ready to grow their business to the next level</p> <p>Provide support for small business aimed at growth strategies and expansion support.</p> <p>Align and support other sub-regional and local translations and business liaison services.</p>	<p>Support at least 100 business annually for small business growth and expansions aid.</p> <p>10+ business through accelerator annually</p> <p>Number of languages offered</p> <p>Number of interconnections and partnerships networked</p>	<ul style="list-style-type: none"> <li>• Surveys</li> <li>• Report outs</li> <li>• Adjustments to future programing</li> </ul>

		Other services and actions that evolve from on-going program expansion.	Number of persons served total	
--	--	---	--------------------------------	--

3. **Connection to Port of Seattle interests:** Explain how your project benefits the Port of Seattle and ties to the Port's business interests?

\*Port business interests tie closely to the health of aviation, maritime/ logistics, manufacturing, and construction/ trades clusters. Tourism is another important industry to the Port of Seattle.

- A. Continuation of Displaced Business Walk Program: This program is tied to economic recovery from COVID- 19 and supporting local businesses that may utilize the Port of Seattle for product shipment. Information about the Port of Seattle can be included in Resource Package distributed to businesses. Some of the walks are in manufacturing and construction-industry zoned industrial districts that utilize the Port of Seattle for supply and product delivery and shipment.
- B. In language assistance and translations: Deep drive support for hard-to-reach due to language and cultural barriers but important existing businesses in Redmond that utilize Port of Seattle networks helps to continue to improve relations in community and help with resiliency and success of each business.
- C. Business Retention and Marketing Assistance: This program seeks to promote, grow and retain businesses on the eastside, thus positively contributing to the local, state and national economy through imports, exports and travel. Additionally, this work aids in the region being viewed as a place that nurtures businesses and is a place to come grow, therefore encourage additional regional and state growth and port impacts.
- D. StartUp425: The work of Startup 425 benefits the Port of Seattle and aligns with its business interests. This entity will recruit new ICT companies to the region while creating and growing companies locally. Specific benefits to the Port are as follows:
  - Support and education of women and minority-owned business enterprises
  - Offer training and business opportunities for local business in trade, travel, and logistics, etc.
  - Increase exports from King County
  - Establish and maintain the Puget Sound as a technology hub
  - Increase business travel at SeaTac
  - Nurture small businesses that could become qualified vendors for the Port's construction and goods and services programs.

4. **Project Budget:** Identify each project budget category, total funds (including the monetary value of in-kind resources), Port of Seattle funds and City monetary and in-kind matching funds. Include the total funds from each column in the second to last row. Include the percentage contributions to the Port of Seattle's contribution in the last row. This table is used in the agreement between the Port of Seattle and each city.

Project:	Project Category (Please select one of the categories provided)	Port of Seattle Funds Awarded:	City Monetary Matching Funds:	City In-kind Matching Funds:	Total Funds (Including In-Kind):
Business Walk Program – 2 years	Business Retention	\$40,000 for 2-year total	\$20,000		\$60,000
Small Business Resiliency Support and Digital Literacy Pilot	Business Assistance	\$40,000 for two-year total	\$40,000		\$80,000
StartUp425	Workforce Development	\$40,000			\$40,000
<b>Total Funds:</b>		<b>\$120,000</b>	<b>\$60,000</b>		<b>\$180,000</b>
<b>Percentage contribution to Port Funds*:</b>			<b>50%</b>		

\*City monetary and in-kind matching funds must add up to at least 50% of the Port of Seattle funds awarded. In-kind resources can only be used for up to 25 percent of the grant award amount. See program guidelines for more details.

5. **Collaboration with partners:** Please identify any community organizations (chamber of commerce, neighborhood associations, Small Business Development Centers, SCORE, Greater Seattle Partners, etc.) you plan to work with to complete all or part of your project(s)?

Programs will be executed through OneRedmond in partnership with a number of community organizations including the Eastside Cities of Redmond, Kirkland, Bellevue, Issaquah, and Renton; the Small Business Development Center (SBDC); SCORE; Eastside for All; BigHugs, and many more.

StartUp425 will be administered through Kirkland in partnership with Issaquah, Bellevue, Renton and Bothell.

6. **Use of consultants or contractors:** If you plan to use consultants or contractors to complete all or part of the project, please identify the firm or type of firm you plan to hire for this project.

The City of Redmond will be partnering with OneRedmond for the administering the projects 1-2 in support of Redmond small businesses.



## Memorandum

**Date:** 5/17/2022  
**Meeting of:** City Council

**File No.** AM No. 22-077  
**Type:** Consent Item

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

Public Works	Phil Williams	425-556-2880
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**DEPARTMENT STAFF:**

Public Works	Jon Spangler	Construction Division Manager
Public Works	Lisa Singer	Sr. Engineer Project Manager
Planning and Community Development	Peter Dane	Senior Planner

**TITLE:**

Approval of the Consultant Agreement Supplement 2 with David Evans and Associates, Inc. in the Amount of \$225,000 for NE 40<sup>th</sup> Street Shared Use Path (156<sup>th</sup> Avenue NE to 163<sup>rd</sup> Avenue NE)

**OVERVIEW STATEMENT:**

The Consultant Services Agreement Supplement 2 with David Evans and Associates, Inc. (DEA) is for Construction Engineering and Management Services for the project. It increases the maximum amount payable to \$876,000.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **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:**  
N/A

**OUTCOMES:**

The NE 40th Street Shared Use Path, located on the south side of NE 40<sup>th</sup> Street from 156<sup>th</sup> Ave NE to 163<sup>rd</sup> Ave NE, will provide a half-mile comfortable bicycle and pedestrian connection to the Redmond Technology light rail station in the Overlake Regional Growth Center and support future extensions east to the Idylwood Neighborhood.

**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:**

Consultant Supplemental Agreement \$225,000

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

**Budget Offer Number:**

CIP

**Budget Priority:**

Vibrant and Connected

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

*If yes, explain:*

N/A

**Funding source(s):**

Transportation CIP, Federal Highway Grant, Puget Sound Regional Council (PSRC) Grant

**Budget/Funding Constraints:**

Federal Highway Funds that have been obligated for construction require "continuous project progress".

☒ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
5/3/2022	Committee of the Whole - Planning and Public Works	Approve

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Federal Highway Funds that have been obligated for construction require “continuous project progress”. The project construction has been timed to be performed during the summer construction season and to complete the project ahead of the Redmond Technology light rail station opening.

**ANTICIPATED RESULT IF NOT APPROVED:**

Not approving the consultant supplemental agreement will result in delaying construction, increasing the cost to complete the project, and potentially losing the obligated federal highway funding.

**ATTACHMENTS:**

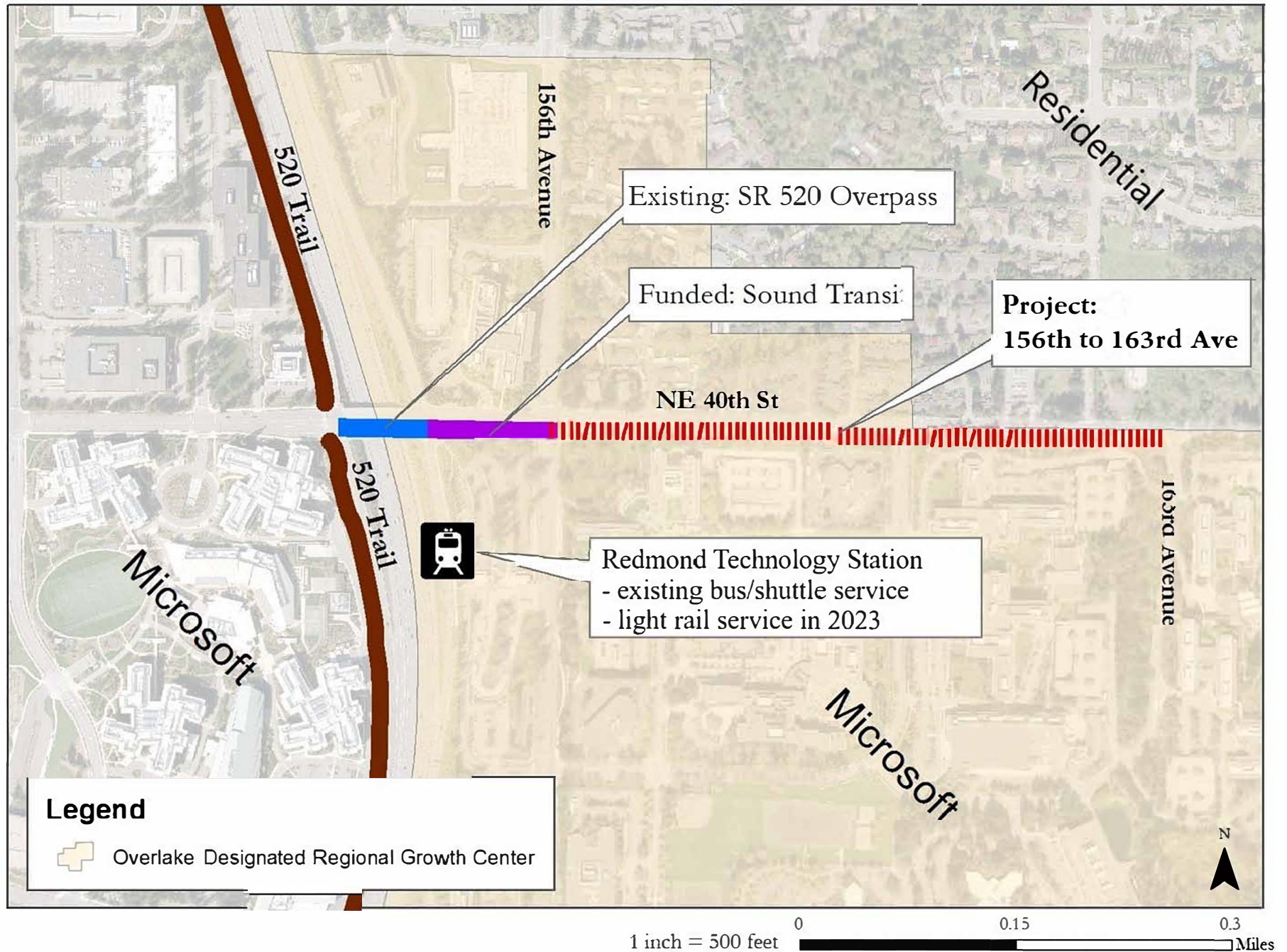
Attachment A: Vicinity Map

Attachment B: Additional Project Information

Attachment C: Consultant Supplemental Agreement



# NE 40th Street Shared Path





## Attachment B – Additional Project Information

### NE 40<sup>th</sup> Street Shared Use Path, Project 20021923

#### Consultant Agreement History

	Date	Amount	Maximum Amount Payable
Original Agreement	06/05/20	\$651,000	\$651,000
Supplement 1*	12/17/21	\$-0-	\$651,000
Supplement 2**	current	\$225,000	\$876,000

\* Supplement 1 was a time extension

\*\* Savings were realized during the design period by designing the project within existing property rights and eliminating design features that would have required engineering and permitting services. This savings of approximately \$70,000 of remaining funds from the original agreement plus the Supplemental Agreement 2 amount will fund the consultant construction services.

#### Fiscal Information

##### Current Project Budget

PSRC Grant through WSDOT	\$ 197,850
WSDOT Federal Highway Grant	\$1,200,000
Transportation CIP	\$3,098,490
<b>Total Funding</b>	<b>\$4,496,340</b>

##### Estimated Project Costs

Right of Way	\$ 49,261
Preliminary Design	\$ 349,090
Design	\$ 489,425
Construction	\$2,795,530
Contingency	\$ 698,882
<b>Total Estimated Project Cost</b>	<b>\$4,382,188</b>

**Budget Difference**                      **\$ 114,152**

This budget difference will reduce the Transportation CIP portion of the project's funding.


**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number</b> _____		Organization and Address	
Original Agreement Number			
Project Number		Phone:	
Project Title		Execution Date	Completion Date
Description of Work		New Maximum Amount Payable	

The Local Agency of \_\_\_\_\_  
 desires to supplement the agreement entered in to with \_\_\_\_\_  
 and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_  
 All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
 The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days  
 for completion of the work to read: \_\_\_\_\_

**III**

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate  
 spaces below and return to this office for final action.

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
 Consultant Signature

\_\_\_\_\_  
 Approving Authority Signature

\_\_\_\_\_  
 Date

**City of Redmond  
NE 40TH Street Shared Use Path  
Construction Phase**

**City Project #20021923  
Fed Aid #CM-2080 (003)**

**Supplemental Agreement No. 2  
to DEA Consultant Agreement #9454**

Status of DEA Consultant Agreement #9454 as of April 2022:

Agreement	Agreement Date	Expiration Date	Base	Contingency	Subtotal	Total
Consultant Agreement	6/5/20	12/31/21	\$591,818	\$59,182	\$651,000	\$651,000
Supplemental Agreement 1 – Time Extension	12/17/21	12/31/23	N/A	N/A	N/A	\$651,000
Supplemental Agreement 2 - Adjustments to Prior Agreements	5/31/22 est.	12/31/23	\$591,818	\$59,182	(\$70,000)	\$581,000
Supplemental Agreement 2 – Construction Services	5/31/22 est.	12/31/23	\$270,855	\$24,145	\$295,000	\$876,000

TOTAL SUPPLEMENTAL AGREEMENT 2

\$225,000

# **EXHIBIT A-2**

## **Scope of Services**

**SUPPLEMENT NO. 2**

**CITY OF REDMOND**

**NE 40TH Street Shared Use Path**

**City Project #20021923**

**Federal Aid # CM-2080 (003)**

**Prepared by:**

**David Evans and Associates, Inc.  
14432 SE Eastgate Way, Suite 400  
Bellevue, WA 98007**

**May 5, 2022**

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## EXHIBIT A-2 SCOPE OF SERVICES SUPPLEMENT NO. 2

### City of Redmond NE 40th Street Shared Use Path

## INTRODUCTION

Supplement No. 2 modifies the Original Agreement dated June 5, 2020, and Supplement Agreement 1 (time extension), with the following revisions. Per the Original Agreement, construction engineering and management services were included and would be added under a supplemental agreement.

David Evans and Associates, Inc. (DEA) will provide the City of Redmond (CITY) with construction engineering support and construction management for the construction of NE 40th Street Shared Use Path project (PROJECT) on the south side of NE 40th Street between 156th Avenue NE and 163rd Avenue NE. The improvements will include a new shared use path (typically 11 feet wide), intersection modifications, drainage, and traffic signal modifications.

For purposes of this agreement, the term CONSULTANT refers to the collective efforts of the following firms:

Firm Name	UDBE Certified
David Evans and Associates, Inc. (DEA)	No
HWA Geosciences (HWA)	Yes
Urban Forest Services: Bartlett Consulting	No

DEA shall be the prime consultant, with other firms listed above contracted to DEA as subconsultants.

## TASK 2.0 PROJECT MANAGEMENT AND QUALITY CONTROL

### 2.3 Monthly Invoices/Progress Reports

Monthly invoices will be prepared by the CONSULTANT per CITY requirements for work activities for the prior month. These invoices shall also include SUBCONSULTANT work and will be accompanied by monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

Construction is estimated at 6 months and including project closeout, the project duration is assumed to be 10 months.

**Deliverables:** Monthly Invoices and Progress Reports (10 total).

## TASK 16.0 CONSTRUCTION SERVICES

### 16.1 Construction Engineering Support

The CONSULTANT shall provide Construction Engineering Support Services on an “on-call” basis at the CITY’s request during the construction phase of the project. Construction Engineering Support applies to the CONSULTANT design team (DT) involved in the preparing of construction contract documents under the original agreement. DEA’s Construction Management Support staff is included under work element 16.3 Construction Management Support.

Construction Engineering Support Services may include the following:

- A. **Pre-Construction Meetings:** The CONSULTANT DT will attend three (3) pre-construction meetings. These may include the general pre-construction meeting with the prime contractor and subcontractors, a pre-construction meeting for the excavation adjacent to tree roots, and a pre-construction meeting that is dedicated to the discussion of curb ramp and sidewalk construction. The CONSULTANT DT shall assist the CITY in preparing agendas and meeting notes.
- B. **Construction Meetings:** The CONSULTANT DT will attend construction meetings as requested. This task assumes twelve meetings.
- C. **Review Selected Shop Drawings Submittals:** The CONSULTANT DT will review and recommend action on selected Contractor electrical submittals and shop drawings as requested by the CITY. The effort for this task is for input/support of the review of shop drawings submittals by the Contractor to the CITY and will be limited to the effort shown in the Fee Proposal. This task assumes the following:
  - a. 3 Electrical submittals.
- D. **Requests for Information (RFIs)/Design Clarifications:** At the CITY’s request, the CONSULTANT DT may be asked to provide assistance to the CITY in answering the Contractor’s RFIs. This task assumed that twenty (20) RFIs will be reviewed and responded.
- E. **Change Orders (COs):** At the CITY’s request, the CONSULTANT DT may be asked to assist the CITY in reviewing change order proposals and developing required information for COs. Work may include preparation of drawings and supporting information. This task assumed that five COs will be prepared.
- F. **Geotechnical Observations:** The Subconsultant will provide the following geotechnical observation items, to verify that the soils encountered during construction will be consistent with the design assumptions, and the foundation elements will be constructed per the approved plans and project specifications. The level of effort for geotechnical observation is 16 hours.

#### Assumptions:

- The CITY will prepare ROM.

**Deliverables:** Shop drawing and electrical submittal reviews.  
Responses to RFIs.  
Drawings, calculations, and specifications required for Change Orders.

## 16.2 Construction Management Support

The CONSULTANT construction management team (CMT) shall provide Construction Management Support. The construction management team includes a part time Assistant Resident Engineer (ARE), a part time Document Control Specialist (DCS), and part time back up inspector (if needed). This team will support the CITY Project Manager and Construction Inspector.

Tasks for the construction management support are the following:

- A. **Pre-Construction Meetings:** The CONSULTANT CMT will attend four (4) pre-construction meetings. These may include the general pre-construction meeting with the prime contractor and subcontractors, and also pre-construction meetings that are dedicated to shared use path excavation, curb ramp and shared use path construction, and HMA paving. The CONSULTANT CMT will prepare a draft agenda and submit draft notes. The CITY shall finalize the meeting notes.
- B. **Construction Meetings:** The CONSULTANT CMT will attend weekly construction meetings and a punch list meeting. This task assumes up to twenty-five (25) meetings. The CONSULTANT CMT will take prepare agendas, prepare meeting notes, and finalize the draft meeting notes and distribute them.
- C. **Review Selected Shop Drawings and Material Submittals:** The CONSULTANT CMT will review and recommend action on selected Contractor materials submittals, shop drawings, and material test reports (the CITY to perform testing), as requested by the CITY. The effort for this task is for input/support of the review of shop drawings and materials submittals by the Contractor to the CITY, and will be limited to the effort shown in the Fee Proposal. This task assumed that six (6) submittals will be reviewed.
- D. **Requests for Information (RFIs)/Design Clarifications:** At the CITY's request, the CONSULTANT CMT may be asked to provide assistance to the CITY in answering the Contractor's RFIs and provide design clarifications. This task assumed that twenty (20) RFIs and design clarifications will be reviewed and responded.
- E. **Change Orders (COs):** The CONSULTANT CMT shall provide assistance to the CITY in reviewing change order proposals and developing required information for COs. Work may include preparation of drawings and supporting information.
- F. **Record of Materials (ROM):** The CONSULTANT CMT shall manage the Record of Materials spreadsheet for material and documentation tracking, shall keep ROM accurate and current, shall verify materials and track testing frequency for compliance, shall use ledger/summary to track testing and keep tally of tickets, shall update ROM with submittal and testing requirements, shall note and track any deficiencies, and shall coordinate the submittal of all necessary paperwork and documentation by the Project Construction Inspector to support the ROM.
- G. **General Support:** The CONSULTANT CMT shall support the CITY with the following tasks.
  - 1) Prepare minor changes
  - 2) Verify contractor's submittal recycle report to WSDOT



- 3) Arrange WSDOT field verification survey
  - 4) Prepare close out agendas
  - 5) Conduct close out meeting
  - 6) Produce final pay documents
  - 7) Assist with final estimate
  - 8) Prepare NPDES closeout
  - 9) Secure final ROM information
  - 10) Prepare material certifications
- H. **Monthly Pay Requests:** The CONSULTANT CMT shall review and comment on pay documentation provided by the Project Construction Inspector to ensure paperwork is in accordance with WSDOT Standards, including preparation/documentation of field note records. The CONSULTANT CMT shall utilize all CITY and WSDOT templates for other required documentation forms and shall maintain a Monthly Progress Pay Request Spreadsheet, shall update Bid Item Summary sheets monthly and all necessary documentation. The CONSULTANT CMT shall inform inspector and Project Manager of non-complying items. The CONSULTANT CMT shall verify work performed for payment of Lump Sum Bid Items and Schedule of Values and shall review quantities with CITY's Project Manager and contractor prior to submittal for payment.
- I. **Force Account:** The CONSULTANT CMT shall prepare force account sheets based on information provided by the Project Construction Inspector. The CONSULTANT CMT shall verify force account data from field, shall create Force Account sheet in Excel workbooks, shall verify prevailing wage rates, equipment Blue Book rates and shall obtain necessary back up documentation, such as invoices, from contractor for proper documentation of force account amounts.
- J. **Project Documentation:** The CONSULTANT CMT shall request, assist the CITY in preparing, and maintain all necessary documentation with compliance to WSDOT standards for Federal Grant projects. The CONSULTANT CMT shall review CITY's documentation and shall notify CITY's Project Manager of any deficiencies and make recommendations for remedying documentation.
- K. **Project Management Reviews and Audits:** The CONSULTANT CMT shall prepare a complete file including completed checklists (electronic on SharePoint and paper as required) and review files with the CITY for PMR audit, participate in any Project Management Reviews (PMR) by WSDOT, and in any other audits for the project to provide requested information/documentation for the project.

#### Assumptions:

- The CITY will provide for a material testing lab for construction testing and special inspection. Material testing and special inspection services are not included in this Scope of Work.
- The level of effort for ARE is assumed to be 16 hours per week.
- The level of effort for DCS is assumed to be 16 hours per week.

**Deliverables:** Draft meeting notes.  
Shop drawing and material submittal reviews.  
Responses to RFIs.  
Drawings, calculations, and specifications required for Change Orders.  
Record of Materials.  
Monthly Pay Requests.  
Force Accounts.  
Project Documentation.

### 16.3 Arborist Services

The CONSULTANT shall provide an arborist to attend two (2) pre-construction meetings and be on-site during excavation adjacent to trees and tree roots for up to 24 hours. The arborist shall provide training on procedures to trim and protect existing tree roots.

### 16.4 Record Drawings

The CONSULTANT DT shall prepare Record Drawings at the completion of the project. The CITY will provide Contractor-prepared marked-up drawings, inspector's field notes, and other available information. The CONSULTANT DT shall use these materials to prepare the Record Drawings. Record Drawings shall be prepared in accordance with the CITY's "Record Drawing Requirements."

**Deliverables:** Phase I Record Drawings for Engineering Review (22"x34" bond [1 copy])  
Phase II Record Drawings GIS Review - (22"x34" bond [1 copy], Digital CAD file [on DVD], Digital Submittal Checklist [1 hard copy])  
Phase III Record Drawings for Final Submittal (22"x34" mylar [1 copy], 22"x34" bond [1 copy], 11"x17" bond [3 copies])

### 16.5 Contingency Services

If requested by the CITY, the CONSULTANT shall provide the following services.

#### 16.5.1 Maximum Extent Feasible (MEF) Documentation

If during construction full accessibility criteria cannot be met by the curb ramps and associated improvements or significant changes to the design are made during construction, a Construction MEF document will be required and will be prepared by the CONSULTANT. This will reflect the final build-out conditions. The CONSULTANT shall prepare the Construction MEF documentation for the CITY's review and approval. It is anticipated to include the following elements:

- Curb Ramp Evaluation Details for each curb ramp within the project limits, a photo of the final constructed conditions, identification of the non-compliant elements, and justification of why the non-compliant elements do not meet ADA guidelines.

The CONSULTANT will prepare a draft document for the CITY's review and comment. The CONSULTANT will incorporate CITY comments into the final document.

This task will include one coordination meeting with WSDOT on site, and coordination with WSDOT regarding documentation requirements.

**Assumptions:**

- It is assumed that the information and data for the constructed curb ramps will be provided to the CONSULTANT by the CITY. The CITY will record all slopes, dimensions, and photographs, and provide them to the CONSULTANT.

**Deliverables:** One (1) draft and final of the Construction MEF Document for the CITY's approval.

***16.5.2 Backup Inspection***

At the City's request, the CONSULTANT CMT shall provide a backup inspector if the City's inspector is not available.

**Assumptions:**

- The level of effort for backup inspector is assumed to be a total of 40 hours.

**City of Redmond**  
**NE 40th Street Shared Use Path**  
 Cost Estimate Sheet  
 Exhibit D-2

**David Evans and Associates, Inc.**

				<b>Negotiated</b>			
<b>Classification</b>				<b>Hrs.</b>	<b>x</b>	<b>Salary</b>	<b>= Cost</b>
1	Project Manager IV (PJM4)	\$ 84.20	200	\$ 257.96		\$51,593	
2	Engineer IV (ENG4)	\$ 64.00	41	\$ 196.08		\$8,039	
3	Engineer IV (ENG4)	\$ 63.30	22	\$ 193.93		\$4,267	
4	Designer III (DES3)	\$ 49.94	93	\$ 153.00		\$14,229	
5	Project Manager III (PJM3) - Landscape	\$ 48.80	12	\$ 149.51		\$1,794	
6	CAD Technician V (CAD5)	\$ 51.70	44	\$ 158.39		\$6,969	
7	Project Manager III (PJM3) - ARE	\$ 71.58	435	\$ 219.30		\$95,395	
8	Project Coordinator III (PJC3)	\$ 35.00	457	\$ 107.23		\$49,004	
9	Project Accountant IV (PAC4)	\$ 41.14	12	\$ 126.04		\$1,512	
9	Construction Inspector IV (CIN4)	\$ 51.00	40	\$ 156.25		\$6,250	
			<b>Total Hrs.</b>	<b>1356</b>			

<b>Salary Cost</b>				<b>\$ 239,053</b>
<b>Salary Escalation Cost (estimated)</b>				
Escalation - % of Labor Cost	0.00%	per year @	1 year(s)	\$0
<b>Total Salary Cost</b>				<b>\$ 239,053</b>

<b>Direct Expenses</b>	<b>No.</b>	<b>Unit</b>	<b>Each</b>	<b>Cost</b>
Reproduction Costs				
Full-Size Plans	2	sets @	\$250 /set	\$500
Half-Size Plans	6	sets @	\$100 /set	\$600
Specifications	4	sets @	\$125 /set	\$500
Urban Forestry Services Bartlett	1	@	\$9,900 LS	\$9,900
Mail/Deliveries/Fed Ex	4	@	\$50 /each	\$200
Mileage	500	miles @	\$0.585 /mile	\$293

**Subtotal** **\$ 11,993**

**David Evans and Associates Total** **\$ 251,046**

**Subconsultants [Not included in estimate]**

	<b>\$ Total</b>
HWA GeoSciences Inc.	\$ 19,810
<b>Subconsultant Total</b>	<b>\$ 19,810</b>

**Direct Expenses Sub-Total (including Subconsultants)** **\$ 31,803**

<b>Total Costs</b>	<b>\$ 270,855</b>
<b>Management Reserve Fund</b>	<b>\$ 24,145</b>
<b>Subtotal</b>	<b>\$ 295,000</b>
<b>Unused Design Phase Funds Applied to SA #2</b>	<b>(\$70,000)</b>
<b>Total SA #2 Costs with Management Reserve Fund</b>	<b>\$ 225,000</b>

**City of Redmond**  
**NE 40th Street Shared Use Path**  
**Cost Estimate Sheet**

David Evans and Associates, Inc.

		1	2	3	4	5	6	7	8	9		
		Project Manager IV (PJM4)	Engineer IV (ENG4)	Engineer IV (ENG4)	Designer III (DES3)	Project Manager III (PJM3) - Landscape	CAD Technician V (CAD5)	Project Manager III (PJM3) - ARE	Project Coordinator III (PJC3)	Project Accountant IV (PAC4)	Construction Inspector IV (CIN4)	
Work Element #	Work Element											DEA
		rates:										DEA
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$
2.00	<b>Project Management and Quality Control</b>											
2.01	Project Management	96										\$24,764
2.03	Monthly Invoices/Progress Reports	12							12	12		\$5,895
	<b>Work Element 2.0 Total</b>	108							12	12		<b>\$30,659</b>
16.0	<b>Construction Services</b>											
16.1	Construction Engineering Support (Design Team)											
	Pre-Construction Meetings (3 meetings)	5			5							\$2,055
	Construction Meetings (12 meetings)	24	4	4	16							\$10,199
	Review Selected Shop Drawing Submittals (3 electrical)	5	16									\$4,427
	Request for Information/Design Calculations (20 RFIs)	20	16	8	20	12						\$14,702
	Change Orders (5 Cos)	10	5	10	20							\$8,559
	Geotechnical Observations											
	<b>Work Element 16.1 Total</b>	64	41	22	61	12						<b>\$39,942</b>
16.2	Construction Management Support (Construct Management Team)											
	Pre-Construction Meetings (4 meetings)							10	12			\$3,480
	Construction Meetings (25 meetings)							50	50			\$16,326
	Review Selected Shop Drawing Submittals (6 submittals)							20	20			\$6,531
	Request for Information/Design Calculations (20 RFIs)							40	40			\$13,061
	Change Orders (5 Cos)							20	20			\$6,531
	Record of Materials (ROM)							45	45			\$14,694
	General Support							40	40			\$13,061
	Monthly Pay Requests							40	40			\$13,061
	Force Accounts							40	40			\$13,061
	Project Documentation							40	40			\$13,061
	Project Management Reviews and Audits	8						90	90			\$31,451
	<b>Work Element 16.2 Total</b>	8						435	437			<b>\$144,318</b>
16.3	Arborist Services											
	Pre-Construction Meetings (1 meetings)											
	Field Observation											
	<b>Work Element 16.3 Total</b>											
16.4	Record Drawings											
	Phase 1	4			8		24					\$6,057
	Phase 2	4			8		16					\$4,790
	Phase 3	4			8		4					\$2,889
	<b>Work Element 16.4 Total</b>	12			24		44					<b>\$13,737</b>
16.5	Contingency Services											
16.5.1	Maximum Extent Feasible Documentation	8			8				8			\$4,146
16.5.2	Backup Inspection										40	\$6,250
	<b>Work Element 16.5 Total</b>	8			8				8		40	<b>\$10,396</b>
	<b>Work Element 16.0 Total</b>	92	41	22	93	12	44	435	445		40	<b>\$208,393</b>
	<b>EXPENSES</b>											\$11,993
	<b>SALARY ESCALATION</b>											
<b>PROJECT WORK ELEMENTS TOTALS</b>		<b>200</b>	<b>41</b>	<b>22</b>	<b>93</b>	<b>12</b>	<b>44</b>	<b>435</b>	<b>457</b>	<b>12</b>	<b>40</b>	<b>\$251,046</b>

## Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. - Puget Sound Region

14432 SE Eastgate Way, Suite 400

Bellevue, WA 98007

JOB CLASSIFICATIONS	Direct Labor Rate NTE	Overhead NTE 177.62%	Fixed Fee NTE 30%	All Inclusive Hourly Billing Rate NTE
Administrative Assist IV (ADM4)	\$40.18	\$71.37	\$12.05	\$123.60
BU/COE Sr. Manager I (BUS1)	\$75.50	\$134.10	\$22.65	\$232.25
BU/COE Sr. Manager II (BUS2)	\$95.18	\$169.06	\$28.55	\$292.79
BU/COE Sr. Manager III (BUS3)	\$144.68	\$256.98	\$43.40	\$445.06
Business Development Leader I (BUD1)	\$59.00	\$104.80	\$17.70	\$181.50
Business Development Leader II (BUD2)	\$105.52	\$187.42	\$31.66	\$324.60
Business Development Leader III (BUD3)	\$89.00	\$158.08	\$26.70	\$273.78
Business Development Leader IV (BUD4)	\$137.70	\$244.58	\$41.31	\$423.59
CAD Technician II (CAD2)	\$40.72	\$72.33	\$12.22	\$125.26
CAD Technician V (CAD5)	\$51.70	\$91.83	\$15.51	\$159.04
COE Delivery Leader III	\$79.00	\$140.32	\$23.70	\$243.02
Construction Inspector IV (CIN4)	\$51.00	\$90.59	\$15.30	\$156.89
Construction Services Manager I (CSM1)	\$43.48	\$77.23	\$13.04	\$133.75
Construction Services Manager III (CSM3)	\$70.68	\$125.54	\$21.20	\$217.43
Designer II (DES2)	\$45.00	\$79.93	\$13.50	\$138.43
Designer III (DES3)	\$54.90	\$97.51	\$16.47	\$168.88
Designer IV (DES4)	\$62.00	\$110.12	\$18.60	\$190.72
Designer V (DES5)	\$60.00	\$106.57	\$18.00	\$184.57
Engineering Designer I (END1)	\$38.50	\$68.38	\$11.55	\$118.43
Engineering Designer II (END2)	\$44.62	\$79.25	\$13.39	\$137.26
Engineer III (ENG3)	\$54.30	\$96.45	\$16.29	\$167.04
Engineer IV (ENG4)	\$64.00	\$113.68	\$19.20	\$196.88
Engineer V (ENG5)	\$69.50	\$123.45	\$20.85	\$213.80
Engineer VI (ENG6)	\$88.00	\$156.31	\$26.40	\$270.71
Engineer VII (ENG7)	\$106.50	\$189.17	\$31.95	\$327.62
Field Survey Technician II (FST2)	\$26.50	\$47.07	\$7.95	\$81.52
Field Survey Technician III (FST3)	\$30.00	\$53.29	\$9.00	\$92.29
GIS Analyst II (GIA2)	\$41.00	\$72.82	\$12.30	\$126.12
GIS Analyst IV (GIA4)	\$48.00	\$85.26	\$14.40	\$147.66
Graphic Designer III (GRD3)	\$46.44	\$82.49	\$13.93	\$142.86
Landscape Architect III (LAR3)	\$39.40	\$69.98	\$11.82	\$121.20
Landscape Architect IV (LAR4)	\$48.40	\$85.97	\$14.52	\$148.89
Landscape Designer IV (LAD4)	\$43.00	\$76.38	\$12.90	\$132.28
Office Survey Technician II (OST2)	\$30.00	\$53.29	\$9.00	\$92.29
Office Survey Technician III (OST3)	\$36.00	\$63.94	\$10.80	\$110.74
Office Survey Technician IV (OST4)	\$40.00	\$71.05	\$12.00	\$123.05
Office Survey Technician V (OST5)	\$41.00	\$72.82	\$12.30	\$126.12

## Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. - Puget Sound Region

14432 SE Eastgate Way, Suite 400

Bellevue, WA 98007

JOB CLASSIFICATIONS	Direct Labor Rate NTE	Overhead NTE 177.62%	Fixed Fee NTE 30%	All Inclusive Hourly Billing Rate NTE
Party Chief I (PCH1)	\$34.00	\$60.39	\$10.20	\$104.59
Party Chief II (PCH2)	\$40.00	\$71.05	\$12.00	\$123.05
Party Chief III (PCH3)	\$43.50	\$77.26	\$13.05	\$133.81
Party Chief IV (PCH4)	\$48.50	\$86.15	\$14.55	\$149.20
Planner II (PLN2)	\$46.80	\$83.13	\$14.04	\$143.97
Planner III (PLN3)	\$53.56	\$95.13	\$16.07	\$164.76
Planner IV (PLN4)	\$50.50	\$89.70	\$15.15	\$155.35
Project Accountant II (PAC2)	\$33.10	\$58.79	\$9.93	\$101.82
Project Accountant III (PAC3)	\$35.58	\$63.20	\$10.67	\$109.45
Project Accountant IV (PAC4)	\$41.14	\$73.07	\$12.34	\$126.55
Project Accountant V (PAC5)	\$43.50	\$77.26	\$13.05	\$133.81
Project Coordinator II (PJC2)	\$29.50	\$52.40	\$8.85	\$90.75
Project Coordinator III (PJC3)	\$38.50	\$68.38	\$11.55	\$118.43
Project Coordinator IV (PJC4)	\$38.50	\$68.38	\$11.55	\$118.43
Project Manager I (PJM1)	\$42.00	\$74.60	\$12.60	\$129.20
Project Manager II (PJM2)	\$60.00	\$106.57	\$18.00	\$184.57
Project Manager III (PJM3)	\$73.50	\$130.55	\$22.05	\$226.10
Project Manager IV (PJM4)	\$90.00	\$159.86	\$27.00	\$276.86
Project Manager V (PJM5)	\$113.56	\$201.71	\$34.07	\$349.33
Project Manager VI (PJM6)	\$113.72	\$201.99	\$34.12	\$349.83
Project Surveyor I (PSV1)	\$49.00	\$87.03	\$14.70	\$150.73
Project Surveyor III (PSV3)	\$57.50	\$102.13	\$17.25	\$176.88
Project Surveyor IV (PSV4)	\$66.00	\$117.23	\$19.80	\$203.03
QA/QC Specialist II (QAC2)	\$34.86	\$61.92	\$10.46	\$107.24
Right of Way Specialist (RWSP)	\$34.68	\$61.60	\$10.40	\$106.68
Scientist I (SCI1)	\$33.50	\$59.50	\$10.05	\$103.05
Scientist IV (SCI4)	\$46.50	\$82.59	\$13.95	\$143.04
Senior CADD Technician (SCAD)	\$40.00	\$71.05	\$12.00	\$123.05
Support Svcs Specialist IV (SSS4)	\$28.66	\$50.91	\$8.60	\$88.16
Support Svcs Specialist V (SSS5)	\$29.76	\$52.86	\$8.93	\$91.55
Survey Analyst I (SAN1)	\$37.00	\$65.72	\$11.10	\$113.82
Survey Analyst II (SAN2)	\$50.00	\$88.81	\$15.00	\$153.81
Survey Manager I (SVM1)	\$54.00	\$95.91	\$16.20	\$166.11
Survey Manager III (SVM3)	\$71.00	\$126.11	\$21.30	\$218.41
Survey Technician III (SVT3)	\$31.00	\$55.06	\$9.30	\$95.36
Surveyor IV (SVY4)	\$60.00	\$106.57	\$18.00	\$184.57
Remote Pilot I (RPL1)	\$23.95	\$42.54	\$7.19	\$73.67

## Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. - Puget Sound Region

14432 SE Eastgate Way, Suite 400

Bellevue, WA 98007

JOB CLASSIFICATIONS	Direct Labor Rate NTE	Overhead NTE 177.62%	Fixed Fee NTE 30%	All Inclusive Hourly Billing Rate NTE
Remote Pilot II (RPL2)	\$34.65	\$61.55	\$10.40	\$106.59
Remote Pilot III (RPL3)	\$53.95	\$95.83	\$16.19	\$165.96
Flight Operations Manager (FLOM)	\$66.50	\$118.12	\$19.95	\$204.57



**City of Redmond**  
**NE 40th Street Shared Use Path**  
Cost Estimate Sheet

**HWA GeoSciences Inc.**

Classification			Hrs.	x	Negotiated Salary	=	Cost
1	Principal IX	\$ 97.50	25		\$ 297.91		\$7,448
2	Geotechnical Engineer VIII	\$ 81.00	0		\$ 247.50		\$0
3	Geotechnical Engineer VIII	\$ 78.00	33		\$ 238.33		\$7,865
4	Geotechnical Engineer V	\$ 54.00	0		\$ 165.00		\$0
5	Geotechnical Engineer II	\$ 39.00	0		\$ 119.16		\$0
6	Geologist IV	\$ 41.00	14		\$ 125.28		\$1,754
7	Geologist I	\$ 27.50	0		\$ 84.03		\$0
8	Controller	\$ 41.00	12		\$ 125.28		\$1,503
9	CAD	\$ 31.00	0		\$ 94.72		\$0
10	Clerical	\$ 30.00	12		\$ 91.67		\$1,100
Total Hrs.			96				

**Salary Cost** **\$ 19,670**

**Salary Escalation Cost (estimated)**

Escalation - % of Labor Cost 0.00% per year @ 1 year(s) \$0

**Total Salary Cost** **\$ 19,670**

Direct Expenses	No.	Unit	Each	Cost
Private Utility Locates		@	\$500.00 /each	\$ -
GPS Rental		days @	\$50 /day	\$ -
Pavement Coring		@	\$50 /core	\$ -
Traffic Control		@	\$4,500 /each	\$ -
Drilling Subcontractor		@	\$16,345 /each	\$ -
B&O Tax on Subcontractors		@	\$490 /each	\$ -
Laboratory Testing		@	\$7,204 /each	\$ -
Mileage	239	miles @	\$0.585 /mile	\$ 140
<b>Subtotal</b>				<b>\$ 140</b>

**HWA GeoSciences Inc. Total** **\$ 19,810**

**City of Redmond**  
**NE 40th Street Shared Use Path**  
Cost Estimate Sheet

HWA GeoSciences Inc.

		1	3	6	8	10		
		Principal IX	Geotechnical Engineer VIII	Geologist IV	Controller	Clerical		
Work Element #	Work Element	Principal IX	Geotechnical Engineer VIII	Geologist IV	Controller	Clerical	HWA	HWA
		rates:	\$297.91	\$238.33	\$125.28	\$125.28	\$91.67	
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$ w/ separate esc.
2.0	<b>Project Management and Quality Control</b>							
2.0	Project Management	10					10	\$2,979
2.0	Monthly Invoices/Progress Reports				12	12	24	\$2,603
	<b>Work Element 2.0 Total</b>	10			12	12	34	\$5,582
16.0	<b>Construction Services</b>							
16.1	Construction Engineering Support (Design Team)							
	Pre-Construction Meetings (3 meetings)							
	Construction Meetings (12 meetings)							
	Review Selected Shop Drawing Submittals (3 electrical)							
	Request for Information/Design Calculations (20 RFIs)							
	Change Orders (5 Cos)							
	Geotechnical Observations	15	33	14			62	\$14,087
	<b>Work Element 16.1 Total</b>	15	33	14			62	\$14,087
16.2	Construction Management Support (Construct Management Team)							
	Pre-Construction Meetings (4 meetings)							
	Construction Meetings (25 meetings)							
	Review Selected Shop Drawing Submittals (6 submittals)							
	Request for Information/Design Calculations (20 RFIs)							
	Change Orders (5 Cos)							
	Record of Materials (ROM)							
	General Support							
	Monthly Pay Requests							
	Force Accounts							
	Project Documentation							
	Project Management Reviews and Audits							
	<b>Work Element 16.2 Total</b>							
16.3	Arborist Services							
	Pre-Construction Meetings (1 meetings)							
	Field Observation							
	<b>Work Element 16.3 Total</b>							
16.4	Record Drawings							
	Phase 1							
	Phase 2							
	Phase 3							
	<b>Work Element 16.4 Total</b>							
16.50	Contingency Services							
16.5.1	Maximum Extent Feasible Documentation							
16.5.2	Backup Inspection							
	<b>Work Element 16.5 Total</b>							
	<b>Work Element 16.0 Total</b>	15	33	14			62	\$14,087
	EXPENSES							\$140
	SALARY ESCALATION							
<b>PROJECT WORK ELEMENTS TOTALS</b>		25	33	14	12	12	96	\$19,810

2022 ANTE HOURLY RATES BY CATEGORY  
HWA GEOSCIENCES

TITLE	NTE		DIR. LBR.	
	DIRECT		+OH &	
	LABOR	OH RATE	FEE @	FEE
	RATE	175.55%	30%	
Clerical	\$30.00	\$52.67	\$9.00	\$91.67
CAD	\$38.00	\$66.71	\$11.40	\$116.11
Controller	\$41.00	\$71.98	\$12.30	\$125.28
Geologist I	\$27.50	\$48.28	\$8.25	\$84.03
Geologist II	\$34.00	\$59.69	\$10.20	\$103.89
Geologist III	\$38.00	\$66.71	\$11.40	\$116.11
Geologist IV	\$45.00	\$79.00	\$13.50	\$137.50
Geologist V	\$50.00	\$87.78	\$15.00	\$152.78
Geologist VI	\$55.00	\$96.55	\$16.50	\$168.05
Geologist VII	\$63.50	\$111.47	\$19.05	\$194.02
Geologist VIII	\$76.00	\$133.42	\$22.80	\$232.22
Geotechnical Engineer I	\$38.00	\$66.71	\$11.40	\$116.11
Geotechnical Engineer II	\$42.00	\$73.73	\$12.60	\$128.33
Geotechnical Engineer III	\$46.75	\$82.07	\$14.03	\$142.84
Geotechnical Engineer IV	\$50.25	\$88.21	\$15.08	\$153.54
Geotechnical Engineer V	\$55.00	\$96.55	\$16.50	\$168.05
Geotechnical Engineer VI	\$70.00	\$122.89	\$21.00	\$213.89
Geotechnical Engineer VII	\$78.00	\$136.93	\$23.40	\$238.33
Geotechnical Engineer VIII	\$81.00	\$142.20	\$24.30	\$247.50
Hydrogeologist VI	\$40.00	\$70.22	\$12.00	\$122.22
Lab/Field Technician I	\$22.00	\$38.62	\$6.60	\$67.22
Lab/Field Technician II	\$24.50	\$43.01	\$7.35	\$74.86
Lab/Field Technician III	\$27.00	\$47.40	\$8.10	\$82.50
Lab/Field Technician IV	\$35.00	\$61.44	\$10.50	\$106.94
Lab/Field Technician V	\$45.00	\$79.00	\$13.50	\$137.50
Principal IX	\$97.50	\$171.16	\$29.25	\$297.91



**GEOSCIENCES INC.**  
DBE/MWBE

21312 30th Drive SE, Ste. 110, Bothell, WA 98021-7010

Phone: 425.774.0106 | Fax: 425.774.2714

www.hwageo.com

## ODC Rates

1150 Shelby Tube Extrusion	Per Each	\$	100.00
1160 Moisture Content with Description	Per Each	\$	23.00
1162 Visual Soil Classification	Per Each	\$	18.00
1171 Sieve Analysis, Wet, Small sample (D6913)	Per Each	\$	115.00
1172 Sieve Analysis/Grain Size, Wet, Bulk (C136)	Per Each	\$	185.00
1180 Hydrometer Analysis	Per Each	\$	240.00
1181 Combined Analysis (D6913/D7928)	Per Each	\$	250.00
1189 Proctor for Granular Soil-4 pt (D698, D1557)	Per Each	\$	275.00
1190 Proctor for Granular Soil (1pt)	Per Each	\$	150.00
1191 Proctor for Cohesive Soil (D698, D1557)	Per Each	\$	300.00
1200 Specific Gravity of Soil (D854)	Per Each	\$	125.00
1210 Specific Gravity, Fine Aggregate (C128)	Per Each	\$	125.00
1215 Specific Gravity, Coarse Aggregate (C127)	Per Each	\$	120.00
1217 Uncompacted Voids	Per Each	\$	145.00
1220 Unit Weight in Ring (D2937)	Per Each	\$	50.00
1225 Unit Weight in Shelby Tubes (D2937)	Per Each	\$	55.00
1230 Unit Weight of soil by Waxing	Per Each	\$	120.00
1235 Unit Weight of Agg. by Rodding (C29)	Per Each	\$	75.00
1237 Porosity of soils	Per Each	\$	160.00
1245 Atterberg Limits, Three Points (D4318)	Per Each	\$	235.00
1255 Unconfined Compressive Strength (D2166)	Per Each	\$	145.00
1260 Direct Shear, (3) Points - Intact (D3080)	Per Each	\$	600.00
1262 Direct Shear, (3) Points - Remolded (D3080)	Per Each	\$	700.00
1263 Direct Shear, (1) Point - Intact	Per Each	\$	225.00
1265 Strength Test-Triaxial (u-u) (D2850)	Per Each	\$	230.00
1270 Strength test-Triaxial (cu) 1 pt	Per Each	\$	600.00
1274 Strength Test - Triaxial (c-u) 3 Samples (D4767)	Per Each	\$	1,500.00
1278 Strength Test - Triaxial (c-u) 1 Sample Multi-Stage (D4767)	Per Each	\$	1,200.00
1280 Consolidation - One-Dimensional (D2435)	Per Each	\$	900.00
1281 Consolidation - (w/Secondary Compression)	Per Each	\$	1,100.00
1284 Consolidation - Extra Point, Per Point	Per Each	\$	100.00
1290 One dimensional Swell	Per Each	\$	800.00
1300 (CBR) Calif. Bearing Ratio - 1 Point (D1883)	Per Each	\$	250.00
1302 (CBR) Calif. Bearing Ratio - 3 Points (D1883)	Per Each	\$	600.00
1305 Permeability - Constant Head (D2434)	Per Each	\$	325.00
1310 Permeability - Falling Head (WSDOT 605)	Per Each	\$	250.00
1314 Perm Test-Triaxial with back Press. 6"	Per Each	\$	540.00
1315 Permeability - Triaxial with Back Pressure (D5084)	Per Each	\$	500.00
1340 Organic Content Test (D2974)	Per Each	\$	70.00
1341 Soil pH Test	Per Each	\$	40.00
1342 Soil Resistivity Test (WSDOT 417)	Per Each	\$	110.00
1343 Soil pH and Resistivity Test	Per Each	\$	145.00
1420 Cylinder Compression Test (C 39)	Per Each	\$	30.00

## HWA GeoSciences ODC Rates

1425 End Trimming (per end)	Per Each	\$	20.00
1440 Concrete Cylinders Sampled and Cure -Not Test	Per Each	\$	30.00
1450 Cylinder Density Tests	Per Each	\$	35.00
1452 Lightweight Concrete Cylinder Density Test	Per Each	\$	80.00
1454 Concrete Core Compression Test with Trim	Per Each	\$	95.00
1460 Concrete Beam Flexural Strength Test (C78)	Per Each	\$	110.00
1469 Grout/Mortar Compression Tests	Per Each	\$	30.00
1475 Shotcrete Panel Testing/panel	Per Each	\$	350.00
1495 Percent Passing #200 Sieve (D1140)	Per Each	\$	80.00
1500 Clay Lumps & Friable Particles (C142)	Per Each	\$	115.00
1505 Ethylene Glycol Expansion Test	Per Each	\$	220.00
1520 LA Abrasion (C131, C535)	Per Each	\$	245.00
1540 Organic Impurities Test (C40)	Per Each	\$	90.00
1550 Sand Equivalent (D2419)	Per Each	\$	105.00
1560 Fracture Face Count (WSDOT 103)	Per Each	\$	55.00
1561 Flat and Elongated	Per Each	\$	60.00
1570 Degradation Test	Per Each	\$	300.00
1602 Marshall Compaction, Volumetrics - 3 specimens (D6926)	Per Each	\$	500.00
1605 Marshall Compaction, Volumetrics - 1 specimen (D6926)	Per Each	\$	200.00
1597 Unconfined Strength w/o Strain	Per Each	\$	100.00
1600 Marshall Compaction, Volumetrics, Flow/Stab - 3 specimens (D6927)	Per Each	\$	600.00
1609 Asphalt Core Density-uncoated	Per Each	\$	45.00
1610 Bitumen Content by Extraction & Gradation (D5444, D6307)	Per Each	\$	185.00
1611 Bitumen Extraction Only (D6307)	Per Each	\$	140.00
1612 Oven Correction (per point)	Per Each	\$	150.00
1615 Rice Density (D2041)	Per Each	\$	140.00
1616 HMA Bulk Sp. Grav. SSD Method, Per Briquette (D2726)	Per Each	\$	65.00
1617 HMA Bulk Specific Gravity - Wax, Per Specimen (D1188)	Per Each	\$	120.00
Concrete Cylinder Molds	Per Each	\$	3.00
1264 Direct Shear- (1) point - Remolded	Per Each	\$	250.00
1184 Oversize Fee - Sieve Analysis	Per Each	\$	75.00
Coring @ \$150, Per Core (12-inch)	Per Core	\$	150.00
Coring @ \$75, Per Core (6-inch)	Per Core	\$	75.00
Nuclear Density Gauge	Per Day	\$	40.00
Nuclear Density Gauge	Per Month	\$	400.00
Thin Lift Gauge	Per Day	\$	60.00
Data Logger/Transducers/Piezometer	Per Each	\$	600.00
Falling Weight Deflectometer	Per Hour	\$	275.00
GPS Unit	Per Day	\$	50.00
Geophysical Equipment Rental	Per Day	\$	250.00
Dropweight Cone Penetrometer	Per Day	\$	75.00
Water Level Indicator	Per Day	\$	20.00



## Memorandum

**Date:** 5/17/2022  
**Meeting of:** City Council

**File No.** AM No. 22-078  
**Type:** Consent Item

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

Planning and Community Development	Carol V. Helland	425-556-2107
Public Works	Phil Williams	425-556-2880

**DEPARTMENT STAFF:**

Planning and Community Development	Vangie P. Garcia, PE, PMP	Manager, Transportation Planning and Engineering
Public Works	Paul Cho, PE	Manager, Traffic Operations Safety and Engineering
Planning and Community Development	Peter Dane	Senior Planner

**TITLE:**

Acceptance of the Avondale Road Preservation Grant from the Puget Sound Regional Council

**OVERVIEW STATEMENT:**

Accept the design (\$266,000) and construction (\$1,160,000) phase grant awards distributed by the Puget Sound Regional Council for the Avondale Road Pavement, North of Union Hill to 90<sup>th</sup> Street Project.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Transportation Master Plan
- **Required:**  
Per RCW 35A.11.040, acceptance of a grant requires Council approval.
- **Council Request:**  
N/A
- **Other Key Facts:**  
The design consultant contract for the Avondale Road Preservation project is anticipated to come to Council for approval within the next month.

**OUTCOMES:**

Redmond will be allowed to access the grant funds awarded to implement the Avondale Road Preservation project. When constructed, the project extends the useful life of the pavement surface and reduces the need for full roadway reconstruction.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Puget Sound Regional Council conducted a public outreach process for grant distribution. In addition, the project was included in the public outreach process for the adopted 2021-2026 Capital Investment Program.
- **Outreach Methods and Results:**  
No specific comments about this project.
- **Feedback Summary:**  
Support for transportation grant investments in the region in the Puget Sound Regional Council process and support for this project as a near term Redmond capital investment.

**BUDGET IMPACT:**

**Total Cost:**

These grants add \$266,000 revenue for the design phase and \$1,160,000 revenue for the construction phase of the project. The grant funds are already assumed as revenue in the adopted 2021-2026 Capital Investment Program.

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

**Budget Offer Number:**

CIP, Map # BC217

**Budget Priority:**

N/A

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

*If yes, explain:*

N/A

**Funding source(s):**

None

**Budget/Funding Constraints:**

Project will need to meet Federal Highway Administration requirements.

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
5/3/2022	Committee of the Whole - Planning and Public Works	Receive Information

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

City Council approval is needed on May 17 to meet the June 1 design phase grant obligation deadline.

**ANTICIPATED RESULT IF NOT APPROVED:**

If Council does not approve the design phase funds on May 17, then the design phase grant will be cancelled. The City would have to replace the lost grant revenue with local funds to be implemented.

**ATTACHMENTS:**

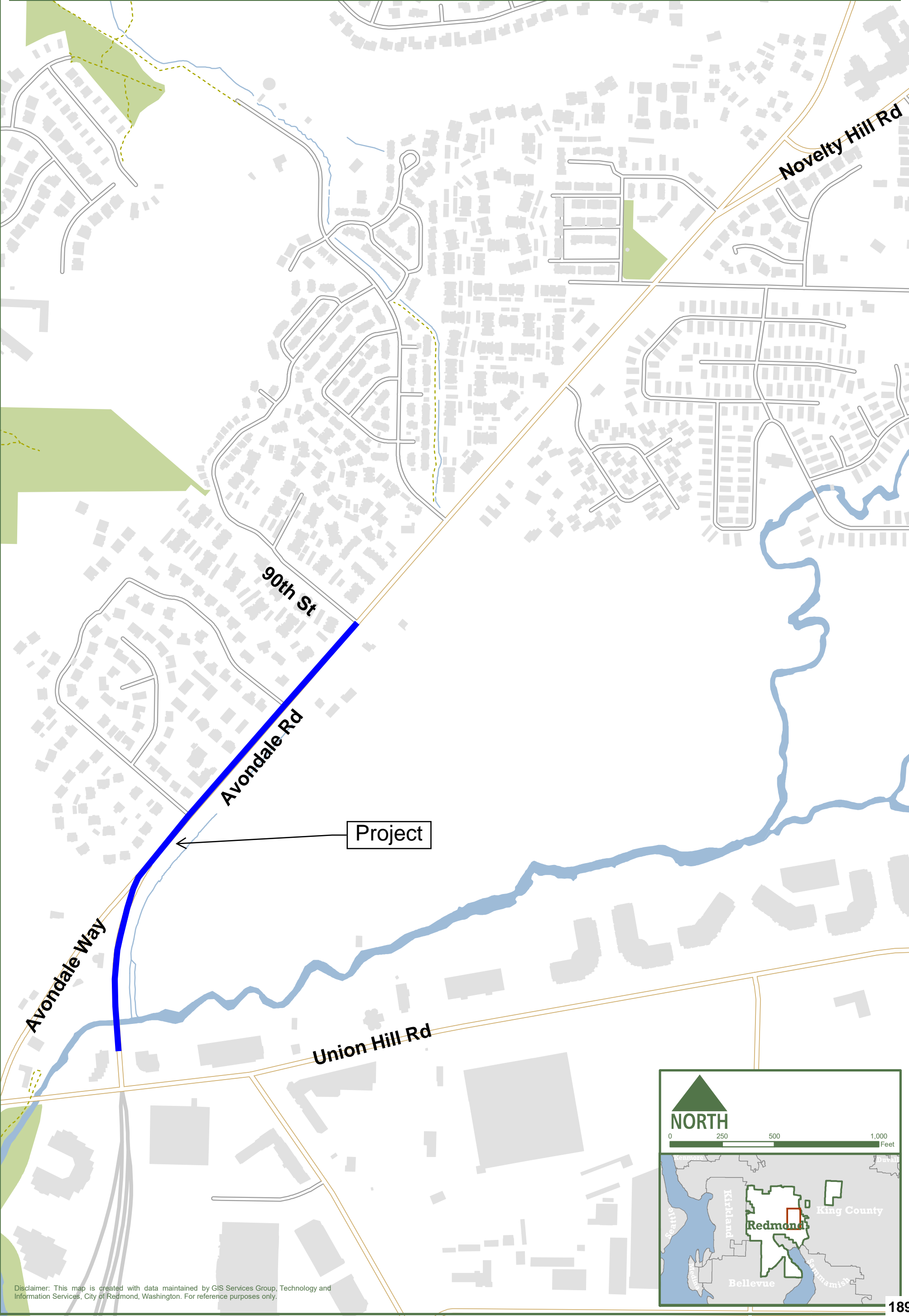
Attachment A: Vicinity Map



# Avondale Road Preservation North of Union Hill Road to 90th Street

City of Redmond, Washington

Attachment A



Disclaimer: This map is created with data maintained by GIS Services Group, Technology and Information Services, City of Redmond, Washington. For reference purposes only.



## Memorandum

**Date:** 5/17/2022  
**Meeting of:** City Council

**File No.** AM No. 22-079  
**Type:** Staff Report

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

Finance	Chip Corder	425-556-2189
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**DEPARTMENT STAFF:**

Finance	Kelley Cochran	Deputy Finance Director
Finance	Haritha Narra	Financial Planning Manager

**TITLE:**  
First Quarter 2022 Financial Report

**OVERVIEW STATEMENT:**

The purpose of this staff report is to review the City's quarterly financial performance from January 1, 2021 through March 31, 2022.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

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

**OUTCOMES:**

The key financial highlights from January 1, 2021 through March 31, 2022 include the following:

## General Fund

- **Total revenues** are 23.8%, or \$27.6 million, above target.
- **Property tax** is 1.4%, or \$326,000, below target due to the timing of the first half property tax payment to King County, which is due April 30, 2022.
- **Sales & use taxes** are 83.5%, or \$26.9 million, above target primarily due to the high level of development activity. This includes retail sales tax, criminal justice sales tax, and use taxes. Ongoing retail sales tax is 23.5%, or \$6.9 million, above target. One-time retail sales tax, which primarily relates to construction, is \$21.5 million through March 31, 2022.
- **Utility taxes** are 3.3%, or \$450,000, above target primarily due to an electric utility tax spike.
- **License & permit fees** are 19.6%, or \$3.0 million, above target primarily due to the high level of development activity.
- **Intergovernmental revenues** are 4.3%, or \$893,000, below target due to the timing of King County EMS payments to the City. The fourth quarter 2021 payment was received in the first quarter of 2022, but it was accrued back to 2021.
- **Total expenditures** are 10.5%, or \$17.0 million, below target primarily due to position vacancies, the timing of one-time expenditures, and the budget adjustments adopted by ordinance on August 17, 2021 that impact 2022 and beyond.

## Other Funds

- **Recreation Activity Fund:** Total revenues are 12.7%, or \$173,000, above target primarily due to program registrations, with indoor programs starting in 2022, field rentals, and donations.
- **Water/Wastewater M&O Fund:** Total revenues are 5.1%, or \$2.4 million, more than total expenditures. Commercial water consumption is 1.9% below target.
- **Capital Investment Program:** Total expenditures are 40.5% of budget at the 62.5% point of the 2021-2022 biennium.

## 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:*

N/A

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

First Quarter 2022 Financial Report Presentation



# 2021-2022 Budget First Quarter 2022 Financial Report

May 17, 2022





# Agenda

- Brief review of major funds
  - General Fund
  - Water/Wastewater M&O Fund
  - Recreation Activity Fund
  - Capital Investment Program Funds

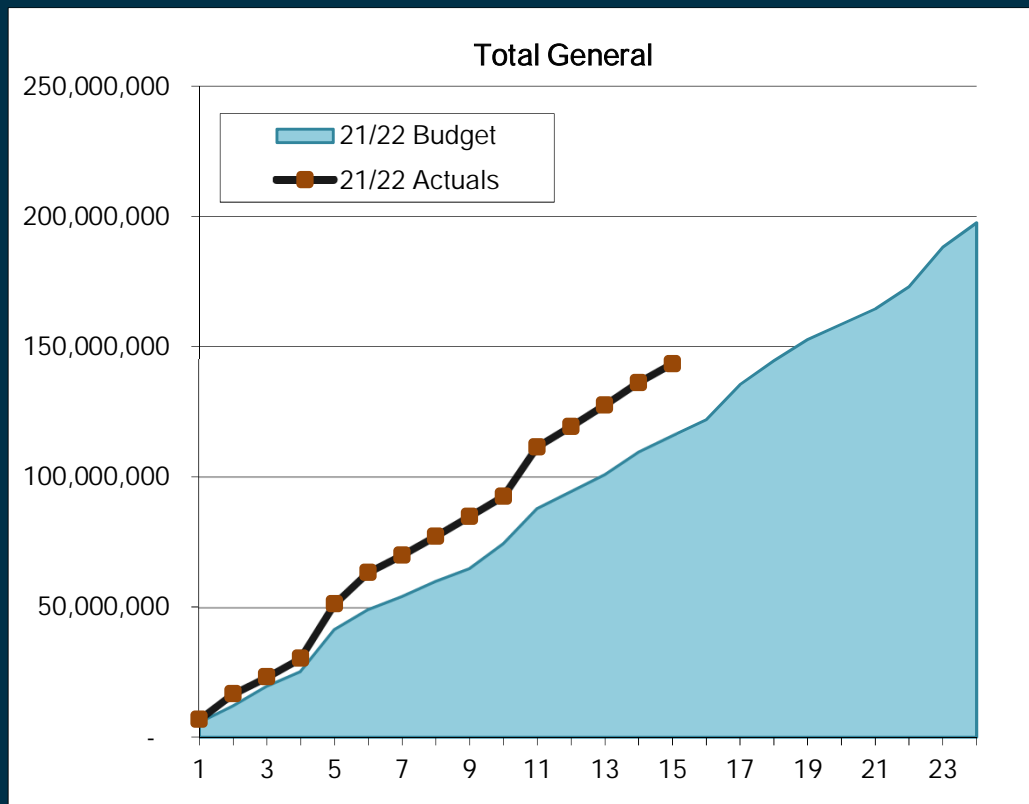
# General Fund Revenues

## Q1 2022 vs. Q1 2021

- Total revenues are up 4.3% (\$990,000)
  - Sales & Use Taxes are up 17.4% (\$1.8M)
  - Intergovernmental Revenues are up 101.1% (\$804,000)
  - Utility Taxes are up 25.6% (\$746,000)
  - Charges for Service are down 28.8% (\$370,000)
  - License & Permit Fees are down 28.3% (\$1.9M)

# General Fund Revenues

## Budget to Actual Through Q1 2022

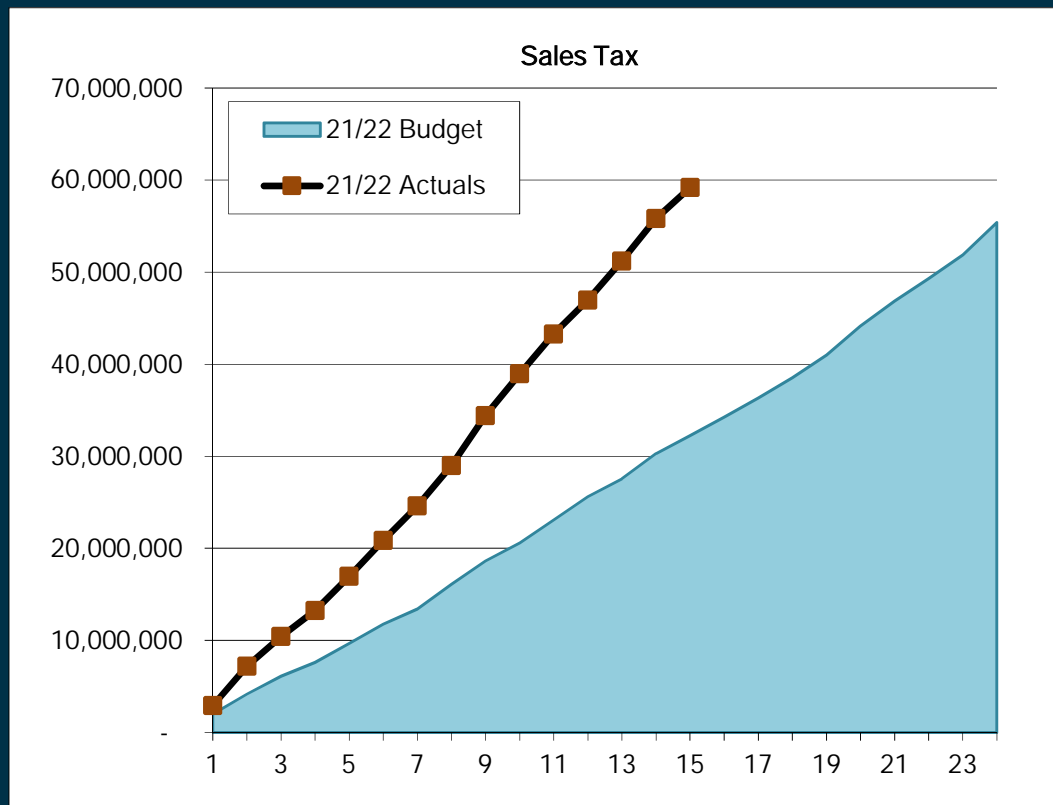


- Total revenues = \$143.3M, which is 23.8% (\$27.6M) > target
- Primary drivers:
  - Sales & use taxes
  - License & permit fees



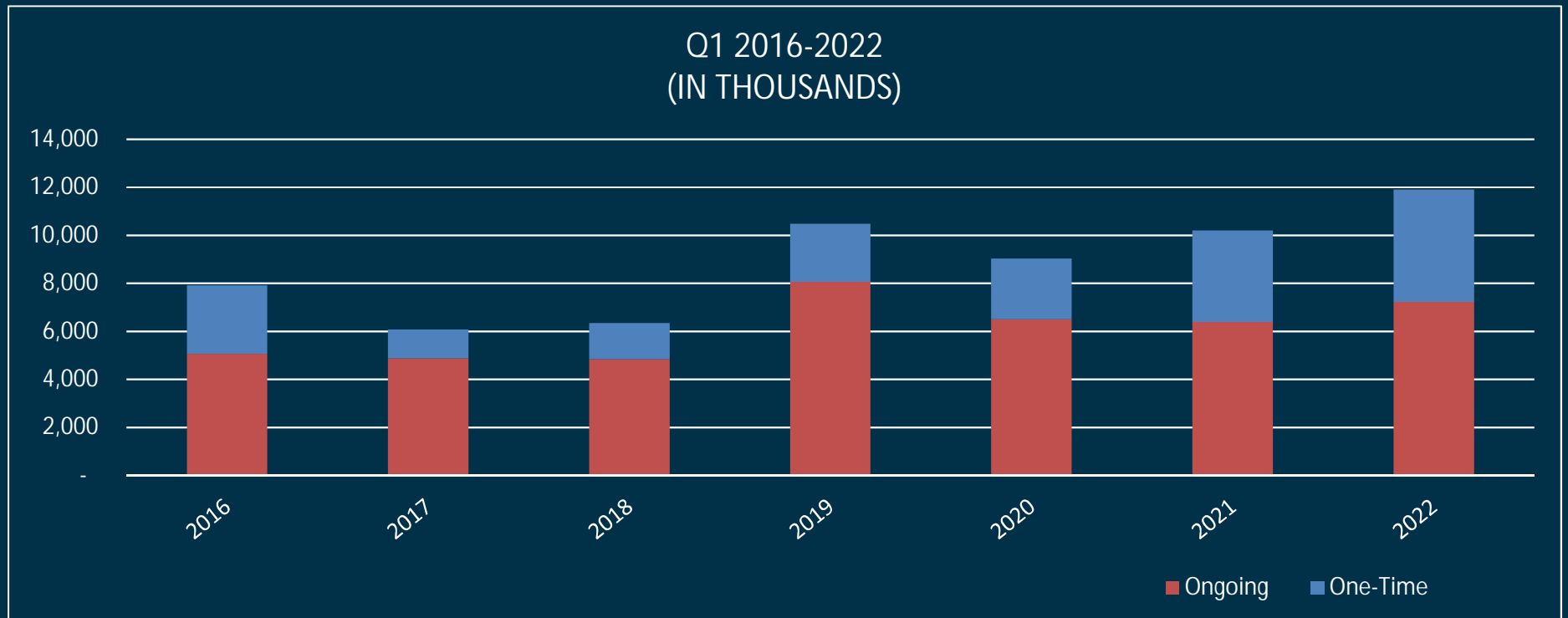
# General Fund – Sales & Use Taxes

## Budget to Actual Through Q1 2022



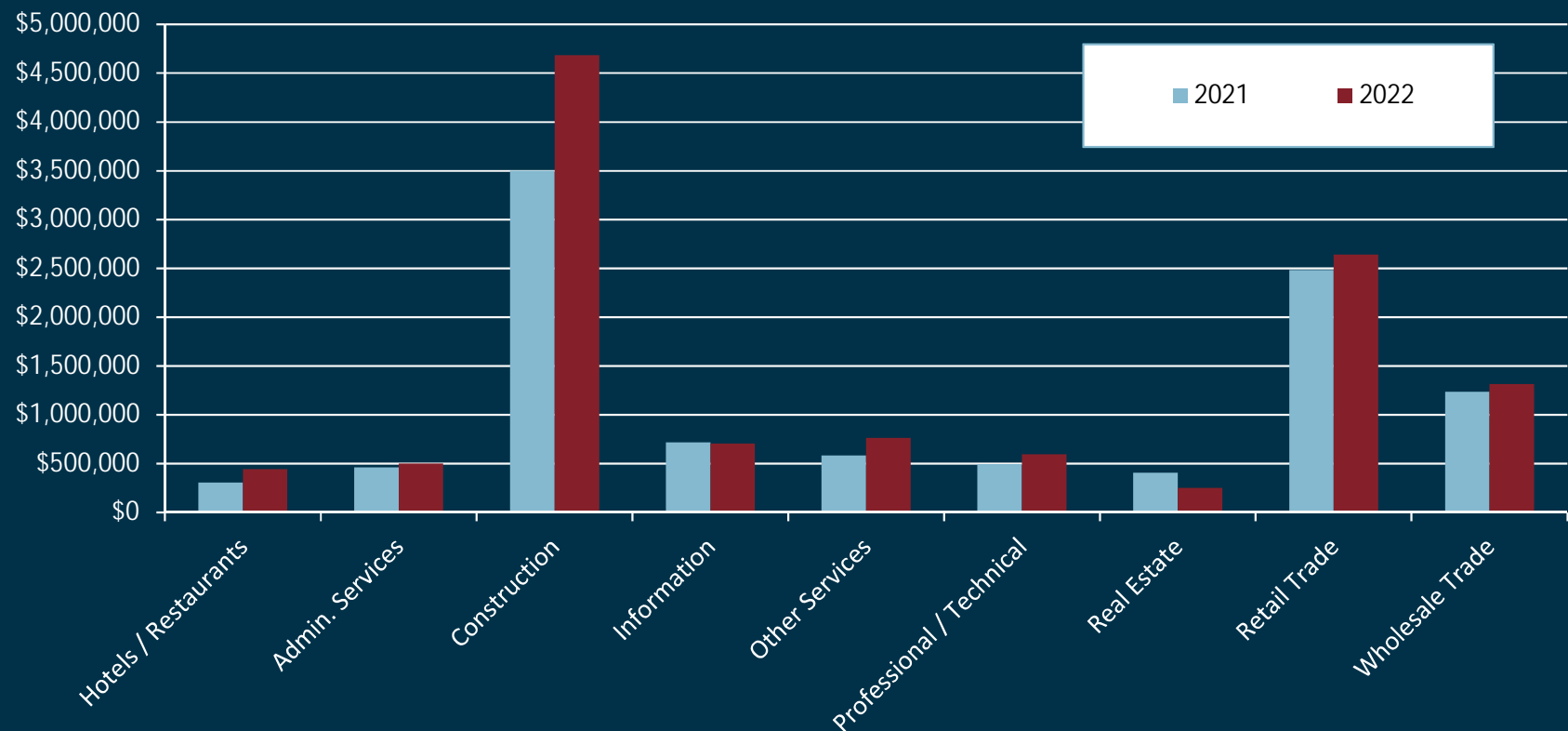
- Total sales & uses taxes = \$59.2M, which is 83.5% (\$26.9M) > target
- Ongoing retail sales tax is 23.5% (\$6.9M) > target
- One-time retail sales tax = \$21.5M, which primarily relates to construction

# General Fund – Retail Sales Tax



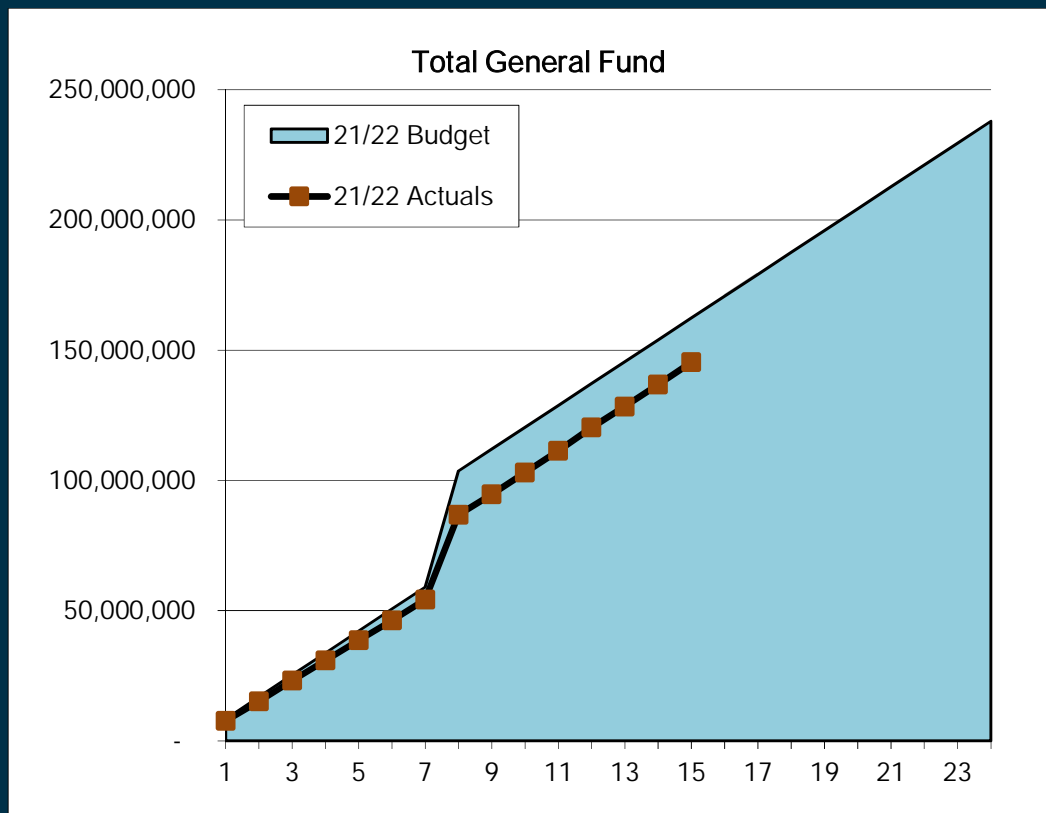
# General Fund - Sales Tax

Q1 2022 vs. Q1 2021 by Business Sector



# General Fund Expenditures

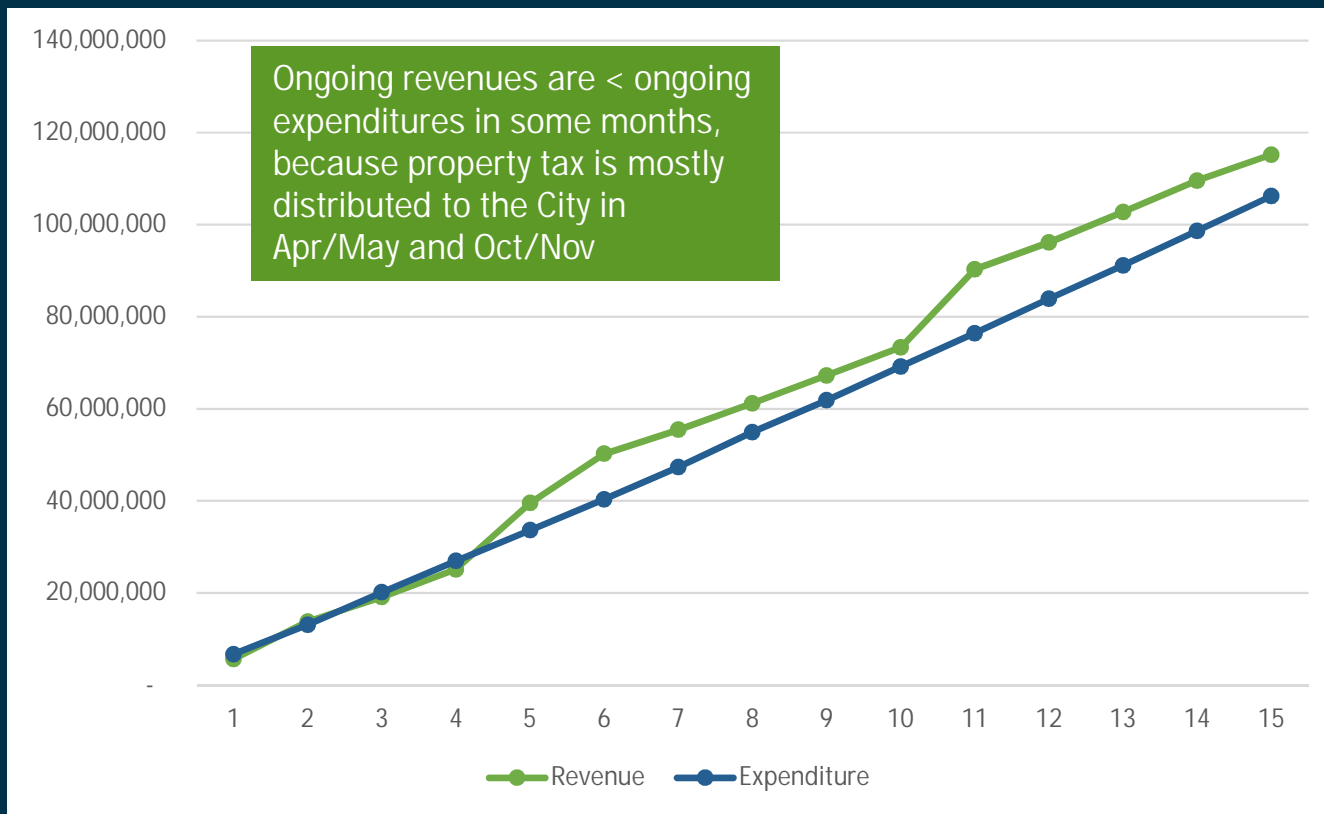
## Budget to Actual Through Q1 2022



- Total expenditures = \$145.4M, which is 10.5% (\$17.0M) < target
- Primarily due to:
  - Position vacancies
  - Timing of one-time expenditures
  - Budget adjustments adopted on 8/17/21 that impact 2022 and beyond

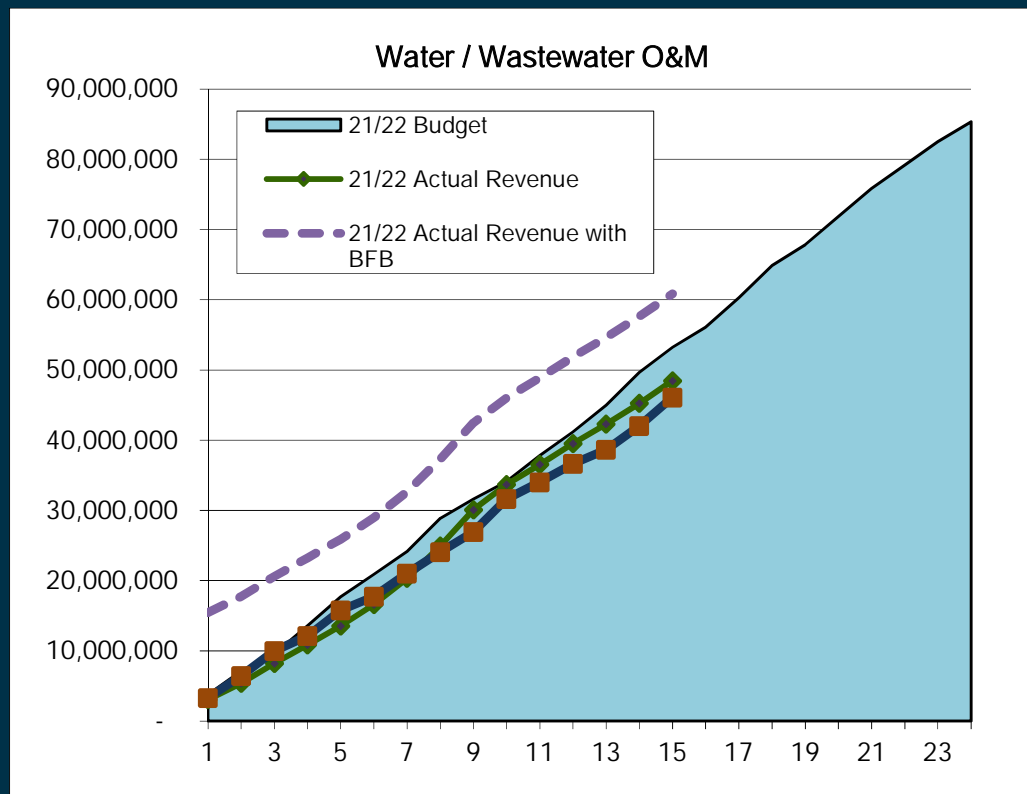
# General Fund

## Ongoing Revenues vs. Ongoing Expenditures



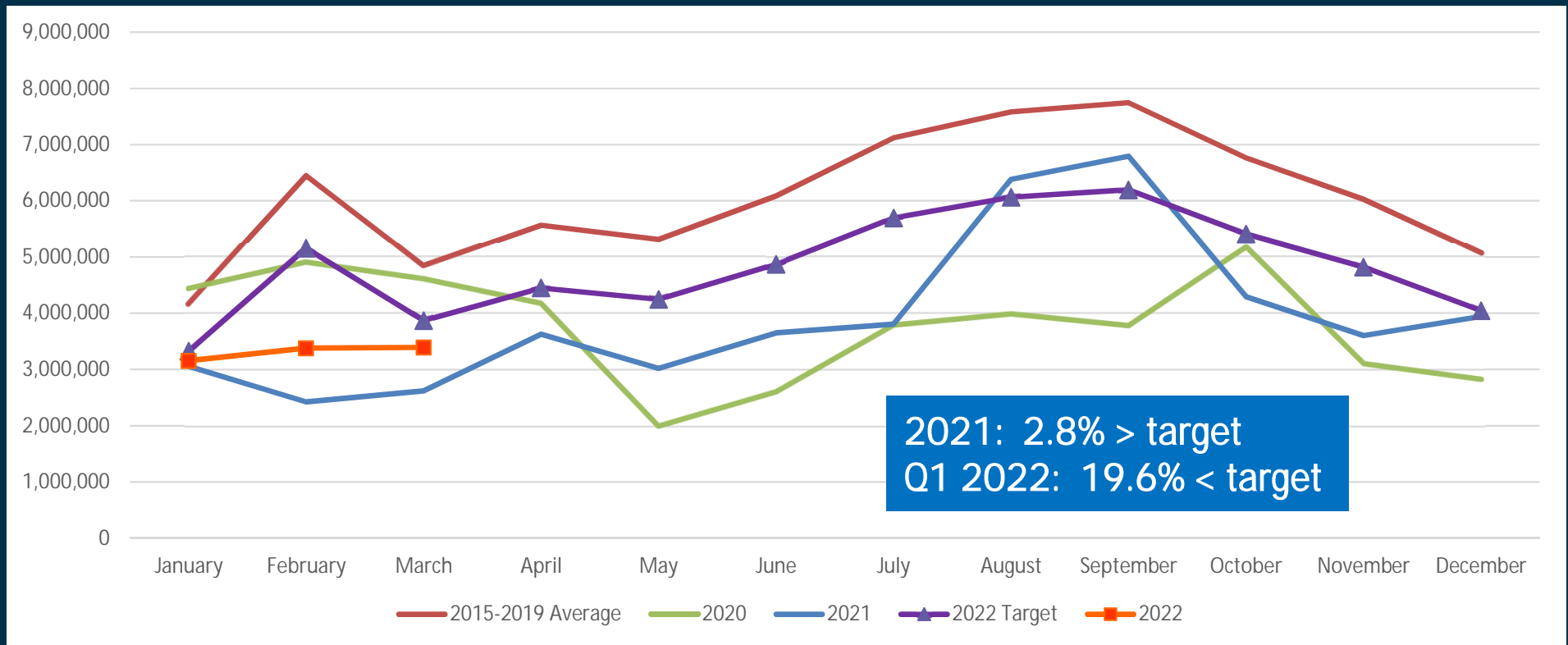
# Water/Wastewater M&O Fund

## Budget to Actual Through Q1 2022

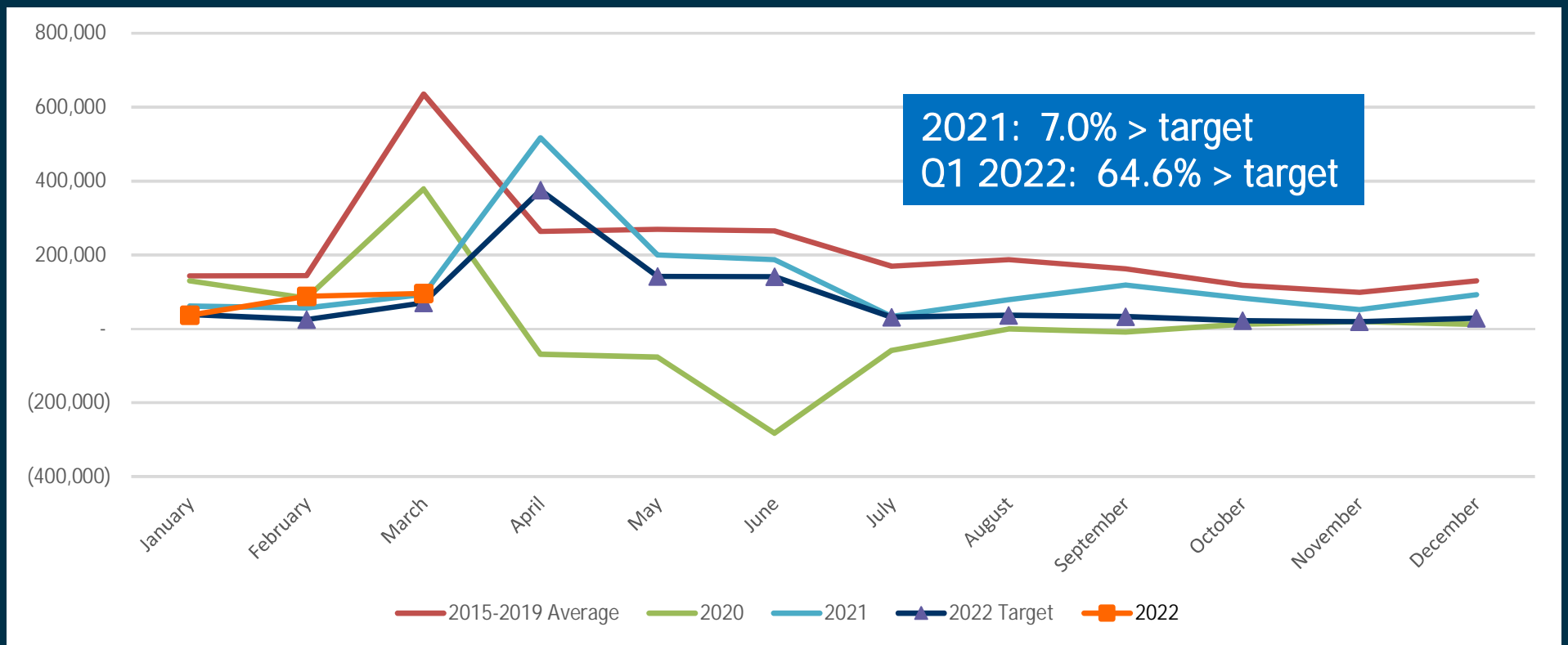


- Total revenues are 5.1% (\$2.4M) > total expenditures
- Primary drivers:
  - High irrigation use in summer months (2021)
  - Reduced expenditures
- Commercial water consumption is 1.9% < target

# Commercial Water Consumption



# Recreation Activity Fund Revenues





# Capital Investment Program Funds

Fund	Budget	Expenditures	% Expended
CIP Maintenance	\$30.84M	\$18.69M	60.2%
General CIP	61.4M	19.39M	31.6%
Utility CIP	55.85M	21.82M	39.1%
Grand Total	\$148.05M	\$59.91M	40.5%

Total CIP expenditures are 40.5% of budget at the 62.5% point of the biennium  
Projects of note:

- General CIP: Transportation projects associated with Sound Transit and Microsoft
- Facilities Master Plan: Redmond Senior and Community Center rebuild and Seismic Upgrades to Fire Stations
- Utility CIP: Pump Station Replacements and Pressure Reducing Valves



CityofRedmond  
WASHINGTON

Chip Corder

Finance Director

425-556-2189

[ccorder@redmond.gov](mailto:ccorder@redmond.gov)



## Memorandum

**Date:** 5/17/2022  
**Meeting of:** City Council

**File No.** AM No. 22-080  
**Type:** Staff Report

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

Public Works	Phil Williams	425-556-2880
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**DEPARTMENT STAFF:**

Public Works	Jon Spangler	Manager, Construction Division
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**TITLE:**

Capital Program Quarterly Update (Q1 2022)

**OVERVIEW STATEMENT:**

Update Council on 2021-2022 CIP project status as of the end of the first quarter 2022.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
CIP
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
Requested as part of the budget process.

**OUTCOMES:**

N/A

**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:*

N/A

**Funding source(s):**

CIP

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

N/A

**ATTACHMENTS:**

Attachment A: Capital Investment Program Update Q1 2022 presentation

# Q1 2022 Capital Investment Program Update

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May 17, 2022

Jon Spangler, Manager, Construction Division, Public Works



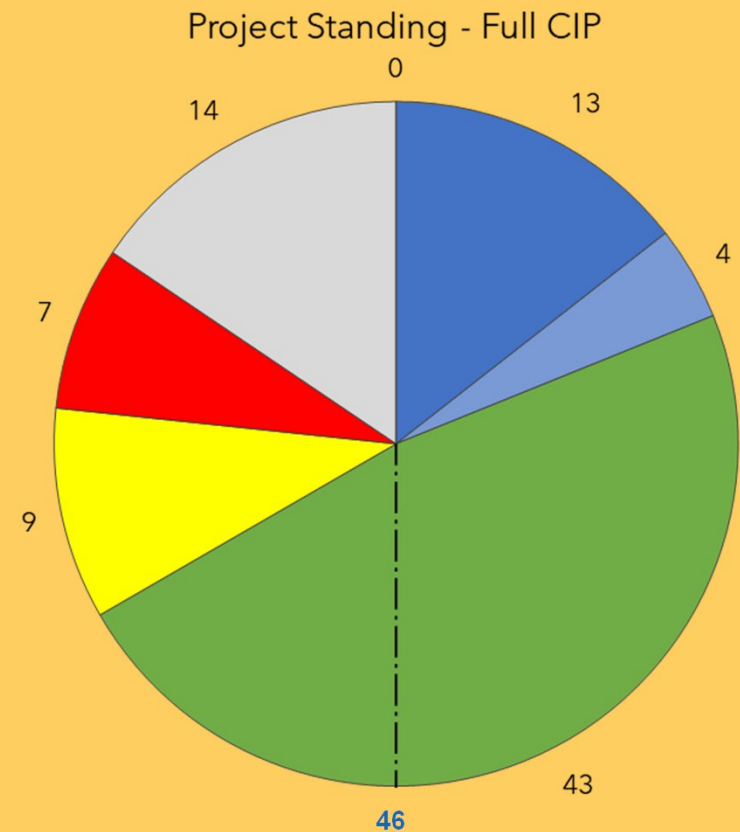
# CIP 2021-2022 Portfolio Progress

**Total projects with work in the biennium: 89**  
**Projects started: 72 (81%)**

**Targeted to complete in biennium: 46**

- Projects completed: 13
- Projects substantially completed: 4  
*17 of 46 projects (37% of target)*
- Progressing: 43
- Minor Issues: 9
- Major Issues: 7
- Scheduled to start later in biennium: 14
- On hold: 0

**Removed: 3**



Dotted line represents current completion goal for biennium

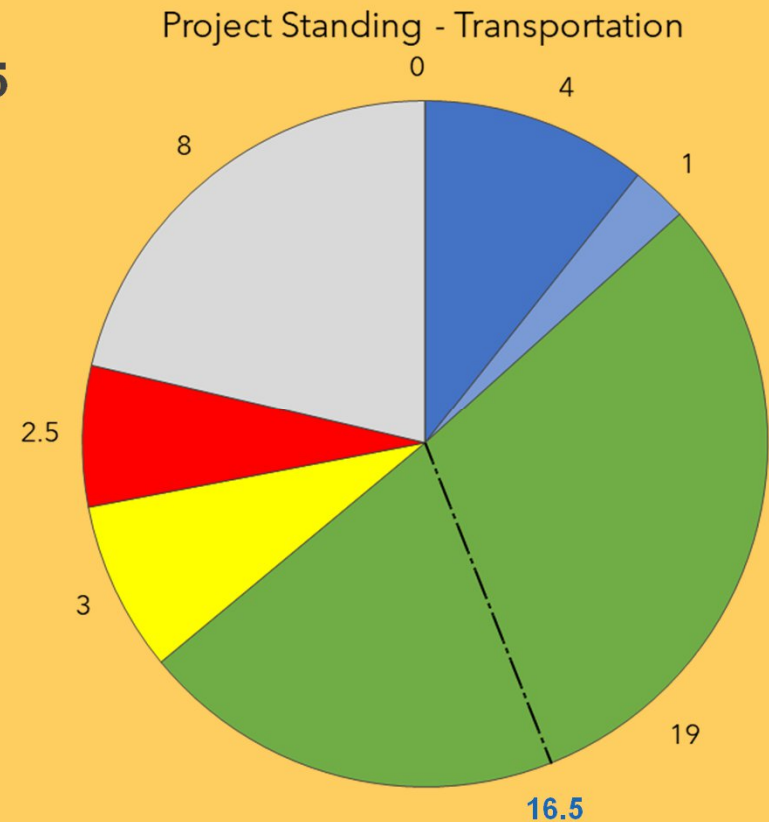
# Transportation

**Total projects with work in the biennium: 37.5**  
**Projects started: 29.5 (79%)**

**Targeted to complete in biennium: 16.5**

- Projects completed: 4
- Projects substantially completed: 1  
*5 of 16.5 projects (30% of target)*
- Progressing: 19
- Minor Issues: 3
- Major Issues: 2.5
- Scheduled to start later in biennium: 8
- On hold: 0

Removed: 0



Dotted line represents current completion goal for biennium



# Transportation Key Projects

- 152<sup>nd</sup> Main Street
- 90<sup>th</sup> Street Preservation
- Redmond Way/ELSP/180<sup>th</sup> Intersection Improvements
- NE 40<sup>th</sup> St Shared Use Path
- 2022 ADA Ramps



# Utilities (Water, Sewer, Storm)

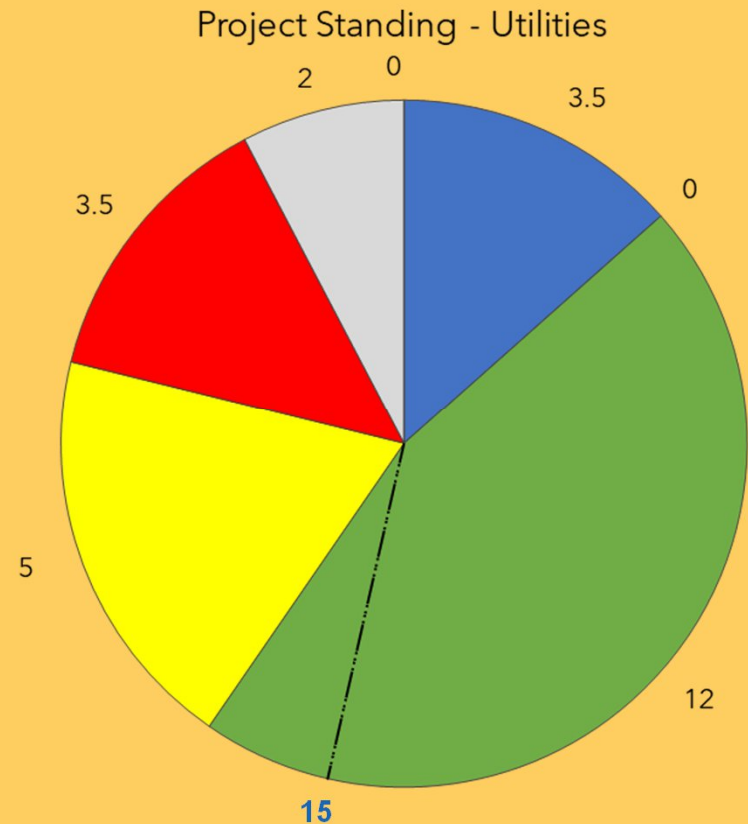
**Total projects with work in the biennium: 25**

**Projects started: 20 (80%)**

**Targeted to complete in biennium: 15**

- Projects completed: 3.5
- Projects substantially completed: 0  
*3.5 of 15 projects (23% of target)*
- Progressing: 12
- Minor Issues: 5
- Major Issues: 3.5
- Scheduled to start later in biennium: 2
- On hold: 0

**Removed: 3**



Dotted line represents current completion goal for biennium

# Utilities Key Projects

- Wastewater Lift Station 12
- Wastewater Lift Station 13
- NE 40<sup>th</sup> St Stormwater Treatment Retrofit
- Wastewater Lift Station Equipment Upgrades (Stations 5, 6, 8, 11, 15)
- 183<sup>rd</sup> Ave NE Waterline Emergency Extension



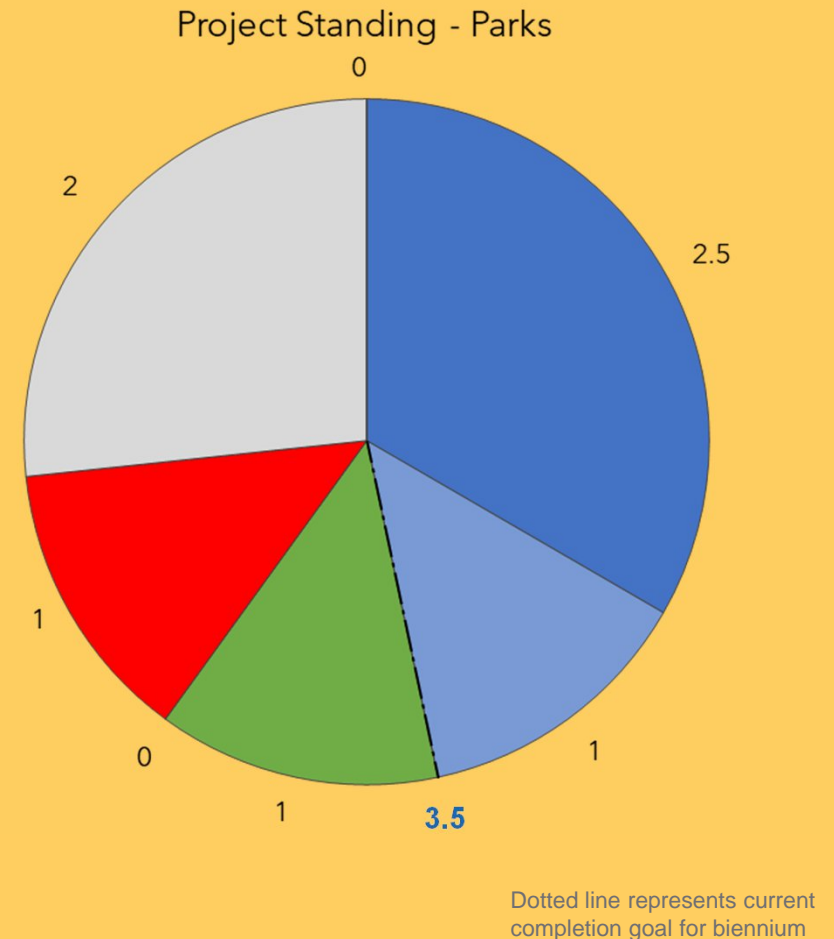
# Parks

**Total projects with work in the biennium: 7.5**  
**Projects started: 5.5 (73%)**

**Targeted to complete in biennium: 3.5**

- Projects completed: 2.5
- Projects substantially completed: 1  
*3.5 of 3.5 projects (100% of target)*
- Progressing: 1
- Minor Issues: 0
- Major Issues: 1
- Scheduled to start later in biennium: 2
- On hold: 0

Removed: 0





# Parks Key Projects

- Westside Park Renovation
- Redmond Central Connector Phase III
- Sports Field Project – Grass Lawn Multi Use Field 2



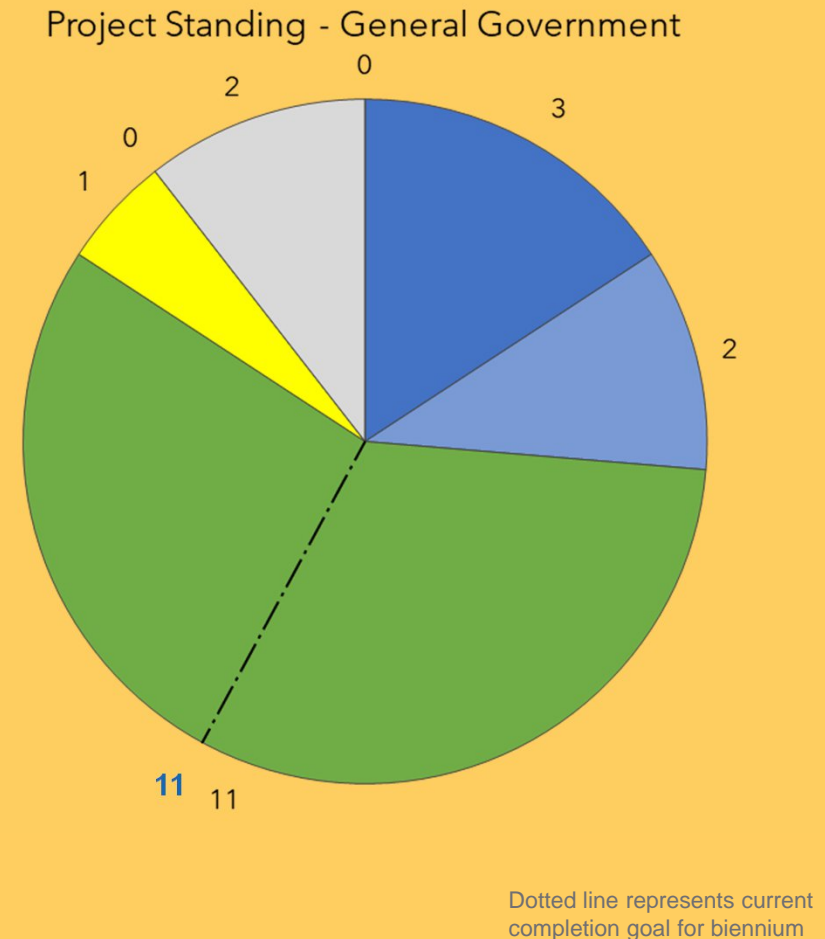
# General Government (Facilities)

**Total projects with work in the biennium: 19**  
**Projects started: 17 (89%)**

**Targeted to complete in biennium: 11**

- Projects completed: 3
- Projects substantially completed: 2  
*5 of 11 projects (45% of target)*
- Progressing: 11
- Minor Issues: 1
- Major Issues: 0
- Scheduled to start later in biennium: 2
- On hold: 0

Removed: 0



# General Government Key Projects

- Senior and Community Center
- MOC Plumbing and ADA Improvements
- Public Safety Building Upgrades Phase IIb



# External Projects

- Redmond Technology Station Pedestrian Bridge
- Sound Transit
- Overlake Access Ramp

Photo courtesy of Sound Transit





# Industry Overview

## Challenges

- Concrete strike?
- Labor shortage – top concern
- Material prices – inflation
- Higher fuel costs

## Positive Trends

- Construction growth expected through 2022 (Cummings)
- Pandemic impacts diminishing



# Upcoming Council Action Items

## Consultant agreements or supplementals

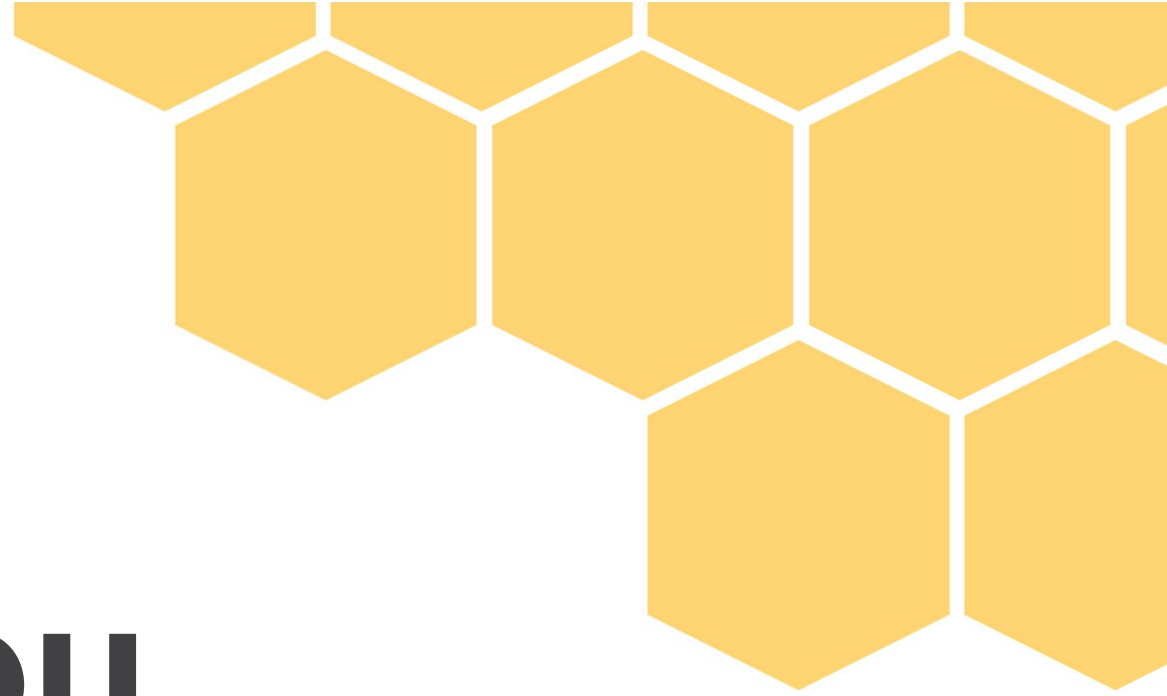
- Redmond Central Connector Phase III
- Pavement Management – Avondale Road (North of Union Hill Road to NE 90<sup>th</sup>)
- NE 70<sup>th</sup> Street Improvements (Redmond Way to 180<sup>th</sup> Ave NE)

## Award

- 90<sup>th</sup> St Pond – Pond Liner Installation
- 152<sup>nd</sup> Main Street
- 183<sup>rd</sup> Ave NE Emergency Waterline Extension
- 2022 ADA Ramps
- MOC Plumbing and ADA Improvements
- PRV Replacement Project Phase II

## Acceptance

- Redmond Pool Rehabilitation Phase II
- VFD Pump Replacement
- Willows Road Culvert Replacement
- NE 40<sup>th</sup> St. Stormtrunk Phase II



# Thank You

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Any Questions?

Jon Spangler / [jspangler@redmond.gov](mailto:jspangler@redmond.gov) / x 2823



# Scope, Schedule & Budget Indicators

	Green ●	Yellow ●	Red ●
Scope	Scope OK	Some scope issues	Major scope issues
Schedule	On or ahead of schedule	1-3 months behind	Over 3 months behind
Budget	On or under budget (without contingency)	Within budget + contingency	Over budget + contingency

Project indicators are reset after Council or Governance approval of scope, schedule or budget adjustments.

