

City of Redmond



Agenda

Business Meeting

Tuesday, March 7, 2023

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Jessica Forsythe, President

Vanessa Kritzer, Vice President

Jeralene 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: Women's History Month

[Proclamation](#)

II. ITEMS FROM THE AUDIENCE

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

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

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

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: February 11-12, 15-16, 2023, Special Meetings and February 21, 2023, Regular Meeting (recordings are available at Redmond.gov/rctv)

[Special Meeting Minutes for February 11-12, 2023](#)

[Special Meeting Minutes for February 15-16, 2023](#)

[Regular Meeting Minutes for February 21, 2023](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, February 10, 2023](#)

[Payroll Check Approval Register, February 24, 2023](#)

[Check Approval Register, March 7, 2023](#)

3. [AM No. 23-023](#) Approval of a Conduit Lease Agreement - NE 90th Street Bridge

Department: Public Works

[Attachment A: Vicinity Map](#)

[Attachment B: Conduit Occupancy Agreement](#)

[Attachment C: Exhibit A Site Plan – NE 90th St Conduit Installation Plans](#)

Legislative History

2/7/23 Committee of the Whole - referred to the City Council
Planning and Public Works

6. [**AM No. 23-024**](#) Approval an Agreement with UKG, for an Additional Amount of \$94,500, for Workforce Management Phase 2
Department: Technology and Information Services/Human Resources

[Attachment A: Contract Amendment](#)

[Attachment B: UKG Project Change Order Form](#)

[Attachment C: Existing UKG Scope of Work](#)

[Attachment D: UKG Dimensions Agreement](#)

Legislative History

2/28/23 Committee of the Whole - referred to the City Council
Parks and Environmental
Sustainability

4. [**AM No. 23-025**](#) Approval of an Interlocal Agreement - Mental Health Professional Services for City of Duvall
Department: Police

[Attachment A: Interlocal Agreement](#)

Legislative History

2/21/23 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

5. [**AM No. 23-026**](#) Confirmation of Salary Commission Candidates
Department: Human Resources

7. [**AM No. 23-027**](#) Approval of Instructional Services Agreement for Trackers Increasing the Maximum Amount Payable to \$180,000
Department: Parks and Recreation

[Attachment A: 2023 Instructional Services Agreement](#)Legislative History

2/28/23 Committee of the Whole - referred to the City Council
Parks and Environmental
Sustainability

8. [AM No.](#) Approval of Instructional Services Agreement for Tennis
[23-028](#) Outreach Program (TOPS) Increasing the Maximum
Amount Payable to \$130,000
Department: Parks and Recreation

[Attachment A: 2023 Instructional Services Agreement](#)Legislative History

2/28/23 Committee of the Whole - referred to the City Council
Parks and Environmental
Sustainability

9. [AM No.](#) Approval of Instructional Services Agreement for Nature
[23-029](#) Vision Increasing the Maximum Amount Payable to
\$115,000
Department: Parks and Recreation

[Attachment A: 2023 Instructional Services Agreement](#)Legislative History

2/28/23 Committee of the Whole - referred to the City Council
Parks and Environmental
Sustainability

10. [AM No.](#) Approval of Instructional Services Agreement for
[23-030](#) Eastside Skill Samurai Increasing the Maximum Amount
Payable to \$90,000
Department: Parks and Recreation

[Attachment A: 2023 Instructional Services Agreement](#)Legislative History

2/28/23 Committee of the Whole - referred to the City Council
Parks and Environmental
Sustainability

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

B. Reports**1. Staff Reports**

- a. [AM No. 23-031](#) Resolution Approving the Allocation of \$1,321,900 to A Regional Coalition for Housing (ARCH) for the Development of Affordable Housing

[Attachment A: ARCH 2022 Resolution - Draft](#)

[Exhibit A - ARCH 2022 Award Recommendations Binde](#)

[Attachment B: Council Issues Matrix](#)

[Attachment C: Presentation Slides](#)

Legislative History

2/21/23	Committee of the Whole - Public Safety and Human Services	referred to the City Council
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- b. [AM No. 23-032](#) Housing Action Plan Implementation Progress Report

[Attachment A: 2023 HAP Implementation Work
Summary](#)

[Attachment B: HAP Implementation Issues Matrix](#)

[Attachment C: HAP Implementation Presentation](#)

Legislative History

2/21/23	Committee of the Whole - Public Safety and Human Services	referred to the City Council
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- c. [AM No. 23-033](#) Redmond 2050: Land Use and Community Design

[Attachment A: Redmond 2050 Overview](#)

[Attachment B: Presentation Slides](#)

2. Ombudsperson Report

February: Councilmember Forsythe

March: Councilmember Khan

3. Committee Reports**V. UNFINISHED BUSINESS****VI. NEW BUSINESS****VII. EXECUTIVE SESSION**

- A. Potential Litigation RCW 42.30.110 (1)(i) - 15 minutes

Action may take place following the Executive Session

VIII. ADJOURNMENT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 3/7/2023
Meeting of: City Council
Day

File No. SPC 23-019
Type: Special Orders of the

PROCLAMATION: Women's History Month

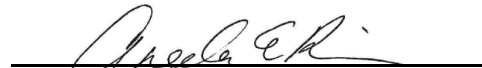
PROCLAMATION

- WHEREAS,** Women's History Month originated as a national celebration in 1981 when Congress passed Pub. L. 97-28, which authorized and requested the President to proclaim the week beginning March 7, 1982, as "Women's History Week"; and
- WHEREAS,** in 1987 after being petitioned by the National Women's History Project, Congress passed Pub. L. 100-9, which designated the month of March 1987 as "Women's History Month"; and
- WHEREAS,** between 1988 and 1994, Congress passed additional resolutions requesting and authorizing the President to proclaim March of each year as Women's History Month; and
- WHEREAS,** since 1995, Presidents, Governors, Mayors, and others have issued a series of annual proclamations designating the month of March as "Women's History Month"; and
- WHEREAS,** these proclamations celebrate the contributions women have made to the United States and recognize the specific achievements women have made over the course of American history in a variety of fields; and
- WHEREAS,** each year the National Women's History Alliance designates a yearly theme for Women's History Month. The 2023 theme is "Celebrating Women Who Tell Our Stories." This theme recognizes "women, past and present, who have been active in all forms of media and storytelling including print, radio, TV, stage, screen, blogs, podcasts, news, and social media; and

NOW, THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, Washington, do hereby proclaim March 2023 as:

WOMEN'S HISTORY MONTH

and encourage everyone to observe this month by honoring the history, challenges, and contributions of all women, and paying tribute to them for their essential roles in the progress of our city, state, and nation.



Angela Birney, Mayor

March 7, 2023

Date



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 3/7/2023
Meeting of: City Council

File No. SPC 23-017
Type: Minutes

Approval of the Minutes: February 11-12, 15-16, 2023, Special Meetings and February 21, 2023, Regular Meeting (recordings are available at Redmond.gov/rctv)

CALL TO ORDER

A Special Meeting of the Redmond City Council was held on February 11 and 12 2023. The meeting was held at Redmond City Hall in Room 127.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

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

COUNCIL RETREAT

Members of the Council met with a facilitator for the annual Council retreat. Discussion ensued regarding working successfully with the Mayor and city staff over the next year. Mayor Birney and the city leadership team met with the Council on February 11th to discuss ways to collaborate, and best serve the residents of Redmond. On February 12th, the Councilmembers spent time developing an agenda and building the list of priorities they will be working on over the year.

ADJOURNMENT

The meeting adjourned at 5 p.m. on February 11th and at 1 p.m. on February 12th.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: February 21, 2023

CALL TO ORDER

A Special Meeting of the Redmond City Council was held on February 15 and 16, 2023. The meeting was held at the Capitol building and Olympia Hotel.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

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

Councilmembers Anderson and Fields were absent.

ASSOCIATION OF WASHINGTON CITIES (AWC) CITY ACTION DAYS

Members of the Council and Mayor Birney met for the City Action Days held in Olympia, Washington. They met with State Legislators. The conference presented informational sessions on state legislation related to housing, public safety, transportation, and more, plus opportunities to discuss and network.

ADJOURNMENT

The meeting adjourned at the end of the conference on February 16, 2023.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: February 21, 2023

CALL TO ORDER

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 the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

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

Absent: Councilmember Forsythe

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

VOTE: The motion to excuse Councilmember Forsythe was approved without objection. (6 - 0)

SPECIAL ORDERS OF THE DAY

A. PRESENTATION: CEO Julie Timm of Sound Transit

Mayor Birney introduced Julie Timm, CEO of Sound Transit, who reported to the Members of the Council on the progress of light rail in Redmond.

ITEMS FROM THE AUDIENCE

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

- Bob Yoder - incident at Target, online newsletter to report issues, Winter Whimsey, and pickleball at Redmond Town Center;
- Alex Tsimerman - issues with Sound Transit, Bellevue School Board Meeting complaint;
- Rosemarie Ives - in opposition to the proposed changes to the Redmond Town Center.
- David Haines - people using residential streets for a cut through, lack of pedestrian friendly streets and low-quality apartment buildings;
- David Morton and Stacey Valenzuela - toxic chemicals contained in artificial turf and the risk to the health of field users;

- Patrick Woodruff - in support of the proposed Town Center amendments.

Written comment was distributed to the Council.

CONSENT AGENDA

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

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

III.	CONSENT AGENDA
A.	Consent Agenda
1.	Approval of the Minutes: February 7, 2023, Regular Business Meeting
2.	Approval of Payroll/Direct Deposit and Claims Checks
3.	<u>AM No. 23-019</u> : Approval of a Resolution Amending the Public Works Department Administrative Policy Fees to Provide a New Fee for Use of the Right of Way (ROW) and City Property by Telecommunications Service Providers
	a. <u>Resolution No. 1569</u> : A Resolution of the City Council of the City of Redmond, Washington, Amending the User Fee Schedule for Public Works to Modify and Add a Fee Associated with Usage of the Rights of Way and City Property by Telecommunications Service Providers
4.	<u>AM No. 23-020</u> : Adoption of a Compost Procurement Ordinance
	a. <u>Ordinance No. 3113</u> : An Ordinance of the City of Redmond, Washington Adding a New Chapter 6.40, Environmental Purchasing, to Title 6 of the Redmond Municipal Code, Regarding Compost Procurement in Compliance with State Law

Mayor Birney read the ordinance title into the record.

ITEMS REMOVED FROM THE CONSENT AGENDA: NONE

HEARINGS AND REPORTS

Public Hearing: None

Staff Reports:

a. AM No. 23-021: Sound Transit Light Rail Quarterly Briefing - Projects Status and Progress

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

Ombudsperson Report:

Councilmember Stuart reported receiving resident contacts regarding - Green Building Council ruling; quality of life in mixed use neighborhoods; and AWC City Action Days.

Councilmember Carson reported receiving resident contact regarding - services from a new business in the area.

Committee Reports:

Councilmember Stuart provided a committee report:

- Eastside Transportation Partnership.

Councilmember Kritzer provided a committee report:

- King Conservation District Advisory Committee.

Councilmember Anderson provided a committee report:

- Board of Health.

UNFINISHED BUSINESS:

A. AM No. 23-022: Approval of an Ordinance Adopting the Redmond Zoning Code Text Amendments - Town Center Zone (TWNC): Incentives and Design Standards

1. Ordinance No. 3114: An Ordinance of the City of Redmond, Washington, Amending Redmond Zoning Code Article I Section 21.10.050 Downtown Regulations - Town Center (TWNC) Zone, and Article III Section 21.62.020.I Downtown Design Standards Town Center Zone; Providing for Severability; and Establishing an Effective Date

Carol Helland, Director of Planning and Community Development, introduced this item and city staff responded to Councilmember inquiries.

MOTION: Councilmember Kritzer moved to approve AM No. 23-022/Ordinance No. 3114. The motion was seconded by Councilmember Stuart.

VOTE: The motion to approve AM No. 23-022/Ordinance No. 3114 passed without objection. (6 - 0)

NEW BUSINESS: NONE

EXECUTIVE SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 9:31 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: March 7, 2023



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 3/7/2023
Meeting of: City Council

File No. SPC 23-018
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
 Pay period: 1/16 - 1/31/2023
 Check Date: 2/10/2023

Check Total:	\$ 56,262.08
Direct Deposit Total:	\$ 2,422,761.85
Wires & Electronic Funds Transfers:	\$ 1,544,259.52
Grand Total:	<u>\$ 4,023,283.45</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 **187630** through **187650** ,
 Direct deposits number **143329** through **144060** , and
 Electronic Fund transfers **1541** through **1545**
 are approved for payment in the amount of **\$4,023,283.45**
 on this **7 day of March 2023**.

Note:

Check #'s 187628 and 187629 for check reprints for Adelle Tower

City of Redmond
Payroll Final Check List
 Pay period: 1/16 - 1/31/2023
 Check Date: 2/10/2023

Total Checks and Direct deposit:	\$3,563,185.65
Wire Wilmington Trust RICS (MEBT):	\$ 460,097.80
Grand Total:	<u>\$4,023,283.45</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:

 7C0092BCC9C549B...

Human Resources Director, City of Redmond
 Redmond, Washington

City of Redmond
Payroll Check Approval Register
Pay period: 2/1 - 2/15/2023
Check Date: 2/24/2023

Check Total:	\$ 27,238.08
Direct Deposit Total:	\$ 2,402,157.21
Wires & Electronic Funds Transfers:	\$ 1,523,857.33
Grand Total:	<u>\$ 3,953,252.62</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 **187652** through **187671** ,
Direct deposits numbe **144061** through **144796** , and
Electronic Fund transfe **1546** through **1550**
are approved for payment in the amount of **\$3,953,252.62**
on this **7 day of March 2023**.

Note:

Check # 187651 - Steven Lincoln off cycle check

City of Redmond
Payroll Final Check List
Pay period: 2/1 - 2/15/2023
Check Date: 2/24/2023

Total Checks and Direct deposit:	\$ 3,498,689.52
Wire Wilmington Trust RICS (MEBT):	\$ 454,563.10
Grand Total:	<u>\$ 3,953,252.62</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

I, Deputy Finance Director, do hereby certify to the City Council, that the checks for the month of February and March 2023 are true and correct to the best of my knowledge.

DocuSigned by:

Kelley Cochran

63E106A5C3D744A...

Kelley Cochran, Deputy 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 444399 through 444531, and Wire Transfers are approved for payment in the amount of \$2,303,398.79. This 7th day of March 2023.



Memorandum

Date: 3/7/2023
Meeting of: City Council

File No. AM No. 23-023
Type: Consent Item

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

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

Public Works	Patty S. Criddle	Transportation Engineering Supervisor
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TITLE:

Approval of a Conduit Lease Agreement - NE 90th Street Bridge

OVERVIEW STATEMENT:

Verizon (MCI) desires to lease approximately 860 linear feet of existing City-owned conduit on the NE 90th Street Bridge. City staff in cooperation with Verizon and Ogden, Murphy and Wallace have developed the attached conduit lease agreement for approval. The license fee is an annual cost of \$4.00 per linear foot, increased annually by 3% with a one-time administrative fee of \$2500.00. The agreement has a five (5) year term with the right to renew for additional five (5) year terms. There is no limit to the number of renewals. Staff recommend approval of this lease agreement.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
RMC 12.14 - Telecommunications
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

In addition to installing Verizon-owned conduit on either side of NE 90th Street bridge, Verizon will be installing 2 extra conduits alongside Verizon conduits and two extra vaults, one at each end, which will be owned by the City of Redmond.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

No cost for the city.

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
2/7/2023	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:

None.

ANTICIPATED RESULT IF NOT APPROVED:

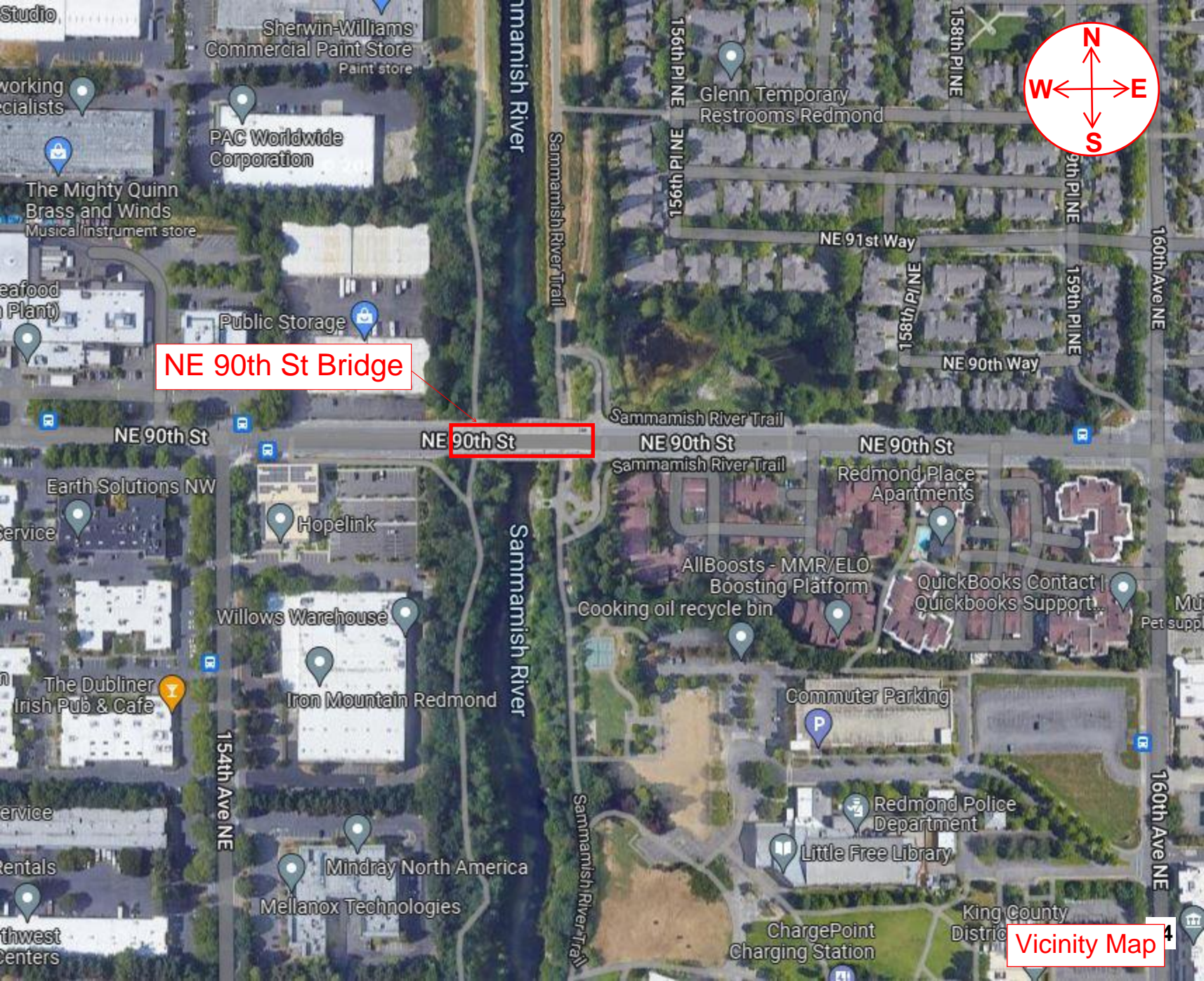
Verizon will be forced to pursue alternate pathways which may cause more disruption to city right-of-way and cost to Verizon.

ATTACHMENTS:

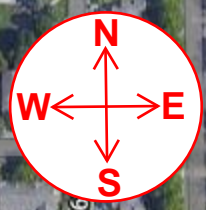
Attachment A: Vicinity Map

Attachment B: Conduit Occupancy Agreement

Attachment C: Exhibit A Site Plan - NE 90th St Conduit Installation Plans



NE 90th St Bridge



Vicinity Map

CONDUIT OCCUPANCY AGREEMENT

THIS CONDUIT OCCUPANCY AGREEMENT (“Agreement”), is made and entered into as of the ____ day of _____, 2022 (“Commencement Date”), by and between the City of Redmond (“City”) and MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services, a Delaware corporation (“Verizon”). City and Verizon may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS City owns an underground conduit system and associated communications network facilities;

WHEREAS Verizon desires to occupy City Owned Conduit and Facilities with fiber optic cable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City agrees to lease to Verizon a segment of conduit identified herein within the joint utility trench, subject to the promises, covenants, and warranties set forth in this Agreement.

TERMS AND CONDITIONS

1. DEFINITIONS.

“Conduit” means a pipe-like structure which may consist of polyvinyl chloride (PVC), high density polyethylene (HDPE), and other materials placed underground to contain Ducts and/or Fiber Cables as part of a communications network.

“Bridge Conduit” as defined in Section 2(a) below.

“City Facility” and “City Facilities” means the various elements or components of an underground communications network, including without limitation Conduit, Ducts, Handholes, Manholes, Slack Coils, and other ancillary materials, items, equipment, pull rope, mule tape, buried locate tape, markers, and structures (e.g., pedestals and vaults).

“Duct” means a single enclosed raceway for Fiber Cable and is sometimes installed in a Conduit. The term Duct may include micro-duct, inner duct, or other industry standard duct-like materials.

“Verizon Facility” and “Verizon Facilities” means the various elements or components of an underground communications network, including without limitation Conduit, Ducts, Handholes, Manholes, Slack Coils, and other ancillary materials, items, equipment, pull rope, mule tape, buried locate tape, markers and structures (e.g., pedestals and vaults).

“Verizon Fiber Optic Cable(s)” means fiber optic communications cable.

“Handhole” means a structure placed in the ground and accessible from the surface that is used to provide access to Conduits, Ducts and/or Fiber Cables for the purpose of installing, operating, maintaining and repairing communications Facilities, and may include vaults of various sizes.

“Manhole” means a structure large enough to admit a person’s entire body through an opening in the roof placed in the ground and accessible from the surface that is used to provide access to Conduits, Ducts and/or Fiber Cables for the purpose of installing, operating, maintaining, and repairing communications Facilities.

“Requirements and Standards” means Redmond Municipal Code, laws, rules, regulations, codes, ordinances, permit conditions, the National Electric Code, the National Electrical Safety Code, and the Blue Book, that govern, address, or apply to construction of underground Conduit systems in public rights of way in the City.

“Slack Coils” mean extra fiber optic cable that is coiled up and placed in a Manhole or Handhole for future use.

2. PROPERTY CONVEYED

a) City agrees to lease to Verizon a portion of the “Bridge Conduit” as legally described and depicted in Exhibit A and consisting of:

(i) 2 of 3 sleeves of one of the two Maxcell fabric packs installed in one of two existing City-owned 4-inch HDPE conduit installed on the north side of the NE 90th Street bridge over the Sammamish River, extending approximately 860 feet, and

(ii) use of Verizon-replaced, City-owned vaults on each end of this conduit allowing Verizon to connect through the vault to its separate 2-inch conduit attached to the vaults.

b) Verizon agrees to install at their sole cost:

(i) two (2) 4-inch conduits for the City and one 2-inch conduit for Verizon's exclusive ownership and use extending from the City owned vaults listed in Section 2(a)(ii) above, approximately 20 feet to the west and approximately 200 feet to the east, and

(ii) a vault on each end of the above two (2) conduits to be given to the City.

(iii) Install 2 packs (6 sleeves) of Maxcell in one of the two City owned 4" Bridge Conduits, and

(iv) replace the City owned handhole described in 2(a)(ii) with a TA-25 vault to be owned by City.

c) Verizon Fiber Optic Cables in any portion of Bridge Conduit shall be limited to a cross-sectional area of 4.2 square inches.

d) No use of the Bridge Conduit by Verizon shall vest in Verizon any easement or any ownership interest or other real property right in such Bridge Conduit nor any of the City's rights-of-way. Nor shall any easement or any other ownership or other form of property right in the Verizon Fiber Optic Cable or Facilities vest in the City or a third party by virtue of the activities contemplated by this Agreement.

3. TELECOMMUNICATION RIGHT-OF-WAY USE AUTHORIZATION CONTROLS.

a) Telecommunication Right-of-Way Use Authorization Controls. The parties acknowledge and agree that Verizon's rights and obligations pertaining to its access and use of the City's rights-of-way are governed under the Telecommunication Right-of-Way Use Authorization, effective as of July 11, 2013 (the "Authorization") and any subsequent authorizations issued by the City, and that this Agreement in no way modifies the Authorization. The Bridge Conduit is subject to the terms of the Authorization, including but not limited to any requests by City in the future to relocate pursuant to Section 6 of the Franchise or pertaining to any future work in the rights-of-way governed under Section 9 of the Franchise.

4. RATES AND CHARGES; BILLING; PAYMENT

a) Occupancy Fees: The annual cost shall be \$4.00 per linear foot of Bridge Conduit in which Verizon occupies such conduit with Verizon Fiber Optic Cable or Facilities ("License Fee"). There shall be no more than one License Fee owed by Verizon for any length of Bridge Conduit irrespective of the amount of Verizon Fiber Optic Cable or Facilities installed in that City Owned Conduit.

b) Rental Payment. The License Fee shall be due and payable annually, in advance, commencing on the date on which Verizon has completed installation of Verizon Fiber Optic Cable and Facilities in the Bridge Conduit. After the first year, the License Fee shall be increased by three percent (3%) annually.

c) Reimbursement for Administrative Costs. Verizon agrees to pay a one-time fee to cover the City's actual administrative and legal costs associated with the review, negotiation, drafting, and revision of this Agreement not to exceed two thousand five hundred dollars (\$2,500).

d) One Time Charges. All one-time charges for reimbursement, make-ready, or other such work shall be invoiced by and between the Parties upon completion of the work to which the charges relate. All such invoices are due and payable within thirty (30) days of receipt. Failure to invoice such charges within twelve months from completion of the work to which such charges related shall result in a full and complete waiver of such charges.

e) Disputes; Late Payment Charges. Each Party shall pay all undisputed amounts when due, and provide a detailed description of any amounts that are in dispute. The Parties shall cooperate in good faith to resolve any

billing disputes. Any and all late payments shall accrue a late payment charge of the greater of (i) one percent (1%) per month or (ii) the highest rate permitted by applicable law.

f) No Accord and Satisfaction. No acceptance of any payment hereunder by either Party shall be deemed to constitute any accord or satisfaction with respect thereto, and each Party reserves all rights with respect to any such matters.

5. MAINTENANCE AND REPAIR; DECOMMISSIONING

a) City shall maintain and repair the Bridge Conduit and Facilities at no charge to Verizon and keep them in good working order according to applicable Requirements and Standards. When conducting these activities, City shall be responsible for any damages it's actions cause to Verizon Fiber Optic Cable and Facilities. Notwithstanding the foregoing, the City shall not be responsible for any damage to Verizon Fiber Optic Cable and Facilities that is the result of any third-party actions including but not limited to vandalism, rodents, or bridge collapse.

b) Verizon shall maintain and repair its Fiber Optic Cable and Facilities at no charge to City and keep them in good working order according to applicable Requirements and Standards. When conducting these activities, Verizon shall be responsible for any damages it causes to the Bridge Conduit and Facilities.

c) Verizon shall have the right, but not the duty or obligation, to undertake emergency repair to the Bridge Conduit and Facilities if there is a significant impact potentially causing an outage from such emergency on the Verizon Fiber Optic Cable or Facilities. When conducting these activities, Verizon shall be responsible for any damages it causes to the City Owned Conduit and Facilities. The City shall reimburse Verizon for Verizon's reasonable costs of repairs to City Owned Conduit and Facilities.

d) Each Party shall use reasonable commercial efforts to provide at least 48 hours prior notice of all maintenance and repair activity by sending notice to the contacts listed in Exhibit B. Pursuant to Section 2(c), emergency repair activity may be undertaken without prior notice, if necessary, provided that continued efforts will be made to notify the other Party as soon as practicable under the circumstances. Each Party shall provide and staff a 24 x 7 x 365 telephone number, listed on Exhibit B for the other Party to use to provide such notification.

e) Subject to obtaining written approval and subject to Redmond's normal permit requirements, Verizon may conduct maintenance, repair, or improvement of the Bridge Conduit at its own expense. The City shall reasonably cooperate with Verizon in permitting access to the Bridge Conduit for installation, maintenance, repair or improvement of the Bridge Conduit. The City reserves the right to condition its approval upon the Verizon providing satisfactory payment and/or performance bonds. Verizon shall submit plans to and obtain written authorization from the City before commencing any improvements or construction.

f) Verizon may decommission and abandon Verizon Facilities in the Bridge Conduit in its sole discretion, provided that Verizon must first notify City of any such action at least thirty (30) days prior, and work with City in good faith to address any desire on the part of City to have Verizon Facilities removed from City Owned Conduit. Ownership of any Verizon Facilities abandoned in-place shall vest in the City.

6. TERM; TERMINATION

a) The rights granted under this Agreement shall have a term of five (5) years commencing on the Commencement Date.

b) Unless the City gives written notice to Verizon that it will not renew the Agreement, such notice being received at least one hundred twenty (120) days prior to the end of the Agreement's current term, Verizon shall have the right to renew this Agreement for additional five-year terms, the additional successive renewal term being deemed to have occurred automatically without action by either Party. Each successive term shall be on the same terms and conditions as set forth herein. There is no limit to the number of renewals.

c) The Agreement may be terminated by mutual written agreement of the Parties, or for uncured material breach as set forth in this Section.

d) In the event that either Party commits a material breach or default under this Agreement, then the other Party shall give the breaching Party written notice of the breach or default (including, but not limited to, a statement of the facts relating to the breach or default, the provisions of the Agreement that are in breach or default, and the action required to cure the breach or default) and indicate in the notice that the Agreement will terminate pursuant to this paragraph if the breach or default is not cured within thirty (30) days after receipt of notice (or such later date as may be specified in the notice). If the breaching Party fails to cure the specified breach or default within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Agreement will terminate without any further notice or action by the terminating Party; provided that if said breach is not susceptible of being cured within said 30-day period, the Agreement shall not terminate as long as the breaching Party is exercising all commercially reasonable efforts to pursue implementation of a cure.

7. CONFIDENTIAL INFORMATION

a) "Confidential Information" means Verizon materials, Verizon trade secrets, and other Verizon proprietary or business information provided to City that is clearly labeled, marked or otherwise identified as "confidential" or "proprietary information." Confidential Information shall not include information that was in the public domain at the time of disclosure; becomes generally known or available through no act or omission on the part of Verizon; is known, or becomes known, to City from a source other than Verizon or its representatives, provided that disclosure by such source is not in breach of a confidentiality agreement with Verizon; or is independently developed by City without violating any of its obligations under this Agreement;

b) City agrees to only disclose Confidential Information to employees, elected officials, agents and contractors of the City with a need to know the Confidential Information or as otherwise required by code, statute, rule or regulation.

c) When a third party ("Requestor") not otherwise authorized to access Confidential Information under this Agreement makes a demand or request to City for access to Verizon Confidential Information ("Request"), City will promptly notify Verizon of the Request before responding to the Requestor. Verizon shall then be solely responsible for taking whatever steps Verizon deems necessary to protect Verizon Confidential in a timely manner. Verizon shall be responsible for all costs associated with its pursuit of such steps, including the pursuit of any legal remedies.

d) Upon termination or expiration of this Agreement, City shall make reasonable efforts to either return or destroy all Confidential Information; provided, however, any Confidential Information in electronic format as part of City's off-site or on-site data archival process system, will be held by City and kept subject to the terms of this provision or destroyed at City's option. The obligations of this provision will survive termination or expiration of this Agreement.

8. INDEMNITY.

a) Verizon hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers and representatives from any and all claims, costs, judgments, awards or liability to any person arising from injury, sickness, or death of any person or damage to property:

i) For of which the negligent acts or omissions of Verizon, its agents, servants, officers or employees in performing the activities authorized by this Agreement are the proximate cause;

ii) By virtue of Verizon's exercise of the rights granted herein;

iii) By virtue of the City's permitting Verizon's use of the City's rights-of-ways or other public property;

iv) Based upon the City's inspection or lack of inspection of work performed by Verizon, its agents and servants, officers or employees in connection with work authorized on the Facility or property over which the City has control, pursuant to this Agreement or pursuant to any other permit or approval issued in connection with this Agreement;

v) Arising as a result of the negligent acts or omissions of Verizon, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work upon the Facility, in any public way, or other public place in performance of work or services permitted under this Agreement; and

vi) Based upon radio frequency emissions or radiation emitted from Verizon's equipment located upon the Facility, regardless of whether Verizon's equipment complies with applicable federal statutes and/or FCC regulations related thereto.

b) Verizon's indemnification obligations pursuant to Subsection a of this Section shall include assuming potential liability for actions brought against the City by Verizon's own employees and the employees of Verizon's agents, representatives, contractors, and subcontractors even though Verizon might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is with respect to claims against the City arising by virtue of Verizon's exercise of the rights set forth in this Agreement. The obligations of Verizon under this Subsection B have been mutually negotiated by the parties hereto, and Verizon acknowledges that the City would not enter into this Agreement without Verizon's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Verizon waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

c) Inspection or acceptance by the City of any work performed by Verizon at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Verizon has been given prompt written notice by the City of any such claim, said indemnification obligations shall also extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. In the event any action or proceeding shall be brought against the City resulting from Verizon's operations hereunder, Verizon shall, at Verizon's sole cost and expense, resist and defend the same provided, however, that Verizon shall not admit liability in any such matter on behalf of the City without the written consent of the City. Nothing herein shall be deemed to prevent City from cooperating with Verizon and participating in the defense of any litigation with City's own counsel. Verizon shall pay all reasonable expenses incurred by City in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys' fees and shall also include the reasonable value of any services rendered by the City Attorney's office, and the actual expenses of City's agents, employees, consultants and expert witnesses and disbursements and liabilities incurred by City in connection with such suits, actions or proceedings. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim.

d) In the event that Verizon refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Verizon, then Verizon shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, the reasonable costs of the City, and reasonable attorneys' fees of recovering under this Subsection.

e) The obligations of Verizon under the indemnification provisions of this Section shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. The provisions of this Section, however, are not to be construed to require the Verizon to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the negligence or misconduct of the City or its employees, contractors, or agents, representatives. In the event that a court of competent jurisdiction determines that this Agreement is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to provide that the Verizon's obligation to indemnify the City hereunder shall extend only to the extent of Verizon's negligence.

f) Notwithstanding any other provisions of this Section, Verizon assumes the risk of damage to Verizon Facilities located in the public ways and upon City-owned property from activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the negligence, any willful or malicious action on the part of the City, its officers, agents,

employees, representatives, or contractors. Verizon releases and waives any and all such claims against the City, its officers, agents, employees and contractors. Verizon further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Verizon's facilities as the result of any interruption of service due to damage or destruction of Verizon's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, representatives, or contractors.

g) The provisions of this Section shall survive the expiration, revocation, or termination of this Agreement.

9. INSURANCE.

a) Insurance Required. Verizon shall procure and maintain for so long as Verizon leases the Bridge Conduit, insurance against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Verizon or its employees. Verizon shall require that every subcontractor maintain substantially similar insurance coverage with substantially similar policy limits as required of Verizon. Verizon shall provide an insurance certificate from insurers with a current A.M Best rating of not less than A:-VII, together with a blanket additional insured endorsement including the City, its officers, elected officials, employees, and volunteers as additional insureds as their interests may appear under this Agreement, under the Commercial General Liability and Commercial, Automobile Liability policies and shall provide to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Agreement, such insurance certificate which shall evidence:

i) Commercial general liability insurance, written on an occurrence basis with limits of:

- (1) \$10,000,000.00 per occurrence for bodily injury (including death) and property damage; and
- (2) \$10,000,000.00 general aggregate including premises-operations, explosion and collapse hazard, underground hazard and products/completed operations.

b) Commercial Automobile liability covering all owned, non-owned and hired vehicles with a combined single limit of \$10,000,000.00 each accident for bodily injury and property damage; and

c) Worker's compensation with statutory limits and employer's liability insurance with limits \$1,000,000.00 each accident/disease/policy limit.

d) The liability insurance policies required by this Section shall be maintained by Verizon throughout the term of this Agreement, and such other period of time during which Verizon is operating without a Agreement, or is engaged in the removal of its fiber optic line. Failure to maintain such insurance shall be grounds for Agreement cancellation. Payment of deductibles and self-insured retentions shall be the sole responsibility of Verizon. The insurance required by this Section shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Verizon's insurance shall be primary insurance with respect to the City, its elected and appointed officers, officials, employees, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, and volunteers shall be in excess of Verizon's insurance and shall not contribute with Verizon's insurance. Verizon's maintenance of insurance shall not be construed to limit the liability of Verizon to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Verizon's maintenance of insurance policies require by this Agreement shall not be construed to excuse unfaithful performance by Verizon.

e) Upon receipt of notice from its insurer(s) Verizon shall provide the City thirty (30) days' prior written notice of cancellation of any required coverage.

f) Verizon shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

10. LIMITATION OF LIABILITY.

EXCEPT FOR A BREACH OF A PARTY'S CONFIDENTIALITY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY THEORY FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

11. WARRANTY.

EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES MAKE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, TO THE EXTENT PERMITTED BY LAW; AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES TO THE EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, TITLE, AND IMPLIED WARRANTIES ARISING FROM CUSTOM OR USAGE OF THE TRADE.

12. SUBMISSION TO ALL APPLICABLE LOCAL RIGHT-OF-WAY REQUIREMENTS.

Verizon understands and acknowledges that the Bridge Conduit is subject to all applicable local right of way requirements as enacted, either currently or in the future, by the City of Redmond. Verizon represents and warrants that it shall operate the Bridge Conduit subject to, and in accordance with, the requirements of the City of Redmond and will secure all necessary and/or required permits, approvals, and authorizations from such municipalities to the degree any such approvals are necessary prior to any improvements or construction it may make hereunder.

13. RESTORATION.

At the conclusion of any construction, maintenance, or repair, all property of the City shall be restored to substantially the conditions that existed prior to such construction, maintenance, or repair.

14. GENERAL PROVISIONS

a) Any notice under this Agreement shall be given in writing and directed to the applicable Party below. Notice shall be deemed to have been delivered: (i) on the delivery date if delivered personally; or (ii) one (1) business day after deposit with a commercial overnight carrier. Either Party may from time to time change its address for purposes of this paragraph by giving the other Party notice of the change in accordance with this paragraph.

If to City:

City Clerk
City of Redmond
M/S 3NFN
15670 NE 85th Street
PO Box 97010
Redmond WA 98073

with a copy to:

Public Works Director
City of Redmond
M/S: 2NPW
15670 NE 85th Street
PO Box 97010
Redmond WA 98073

If to Verizon:

MCImetro Access Transmission Services Corp.
d/b/a Verizon Access Transmission Services
Attn: Franchise Manager HQE02E102
600 Hidden Ridge
Irving, TX 75038

with a copy to:

Verizon Business Services, Inc.
1320 N. Courthouse Road, Suite 900
Arlington, VA 22201
Attn: Vice President and Deputy General Counsel

- b) Each Party warrants it will comply with all applicable statutes, laws, rules and regulation in the exercise of its rights the performance of its obligations under this Agreement.
- c) At all times during the Term of this Agreement, Verizon, at its sole expense, shall obtain and keep in force the required insurance as set forth in Section 8 above.
- d) Except for disputes involving confidentiality, if a dispute arises between Verizon and City pertaining to this Agreement ("Dispute"), prior to the initiation of legal action and within ten (10) days of receipt of a notice of dispute, representatives of the Parties will promptly meet in an attempt resolve the Dispute. If the Parties are unable to resolve the Dispute after this meeting, then the Parties shall be free to pursue any remedies available to them at law or equity.
- e) This Agreement may not be assigned without the written prior consent of the other Party, provided however that either Party may assign this Agreement; (i) to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party, provided that such subsidiary or parent or successor assumes or is otherwise fully bound by all of the obligations of the assigning party under this Agreement; (ii) or in whole or in part to an Affiliate.
- f) Neither Party will be responsible for delay of performance due to reasonable causes beyond its control. Such delay automatically extends the time for performance in an amount equal to the period of the delay.
- g) If any provision of this Agreement is held to be invalid or unenforceable then such provision will be construed to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect.
- h) The failure of either Party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the Party otherwise entitled to exercise of enforce it.
- i) This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the of the State or Washington. Venue for any action under this Agreement shall be King County Superior Court.
- j) The Parties may sign this Agreement in counterparts, each of which will be considered an original, but all of which will constitute the same agreement. Facsimile and portable document format (PDF) signatures shall be binding as if original.
- k) This Agreement is solely for the benefit of City and Verizon including Verizon Affiliates. It is not intended to benefit any third parties.
- l) Except as required by law, neither Party shall use the name or logo of the other party in marketing, advertising, promotional materials (e.g., marketing collateral), press releases or other public announcements without receiving the prior written consent of the other Party.

- m) Each Party shall be an independent contractor and not a partner or agent of the other. This Agreement will not be interpreted or construed as creating a joint venture, partnership or agency relationship between the Parties.
- n) In any legal proceeding pursuant to this Agreement, the prevailing Party shall be entitled to recover its costs and attorney fees incurred during such proceeding.
- o) Nothing contained herein shall preclude Verizon or its Affiliates from pursuing or bidding on any future City procurement opportunity or opportunities, and nothing in this Agreement is intended to limit future Verizon-City bids or business opportunities in any way.
- p) Except as otherwise set forth in this Agreement, each Party will remain solely and independently responsible for its own expenses under or arising from this Agreement.
- q) This agreement shall be binding upon, and inure to the benefit of, Verizon and the City and their respective successors and permitted assigns.
- r) This Agreement, including all Exhibits, sets forth the entire agreement between the Parties relating to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements and representations written or oral, of the Parties with respect to the subject matter set forth herein. Additions, variations or modifications to this Agreement may only be made in writing and signed by the Parties.
- s) This Agreement shall only be effective following the approval of the Redmond City Council.
- t) Time is of the essence in the performance of both parties' duties and obligations hereunder.
- u) The City and Verizon respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate as of the day and year first above written.

MCIMETRO ACCESS TRANSMISSION
SERVICES LLC

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

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

Exhibit A

Depiction of Bridge Conduit

[attached]

Exhibit B

Work Notification Contact Information

Verizon: 1-800-MCIWORKS (1-800-624-9675)

City: Public Works Department (425)556-2701

Approval is for work
within the Right-of-Way
ONLY

MCI metro ACCESS TRANSMISSION SERVICES, LLC



OUTSIDE PLANT CONSTRUCTION



ENGINEERING SERVICES

BH_CROSSROADS_TO_REDMOND_RIDGE_MSC

REDMOND, WASHINGTON

UNDERGROUND FIBER INSTALLATION

RIGHT-OF-WAY CONSTRUCTION PERMIT

2057' OF DIRECTIONAL BORE, 37' OF TRENCH, AND 858' EXISTING


CITY OF REDMOND CONDUIT AND 2 NEW VAULTS

MCI PERMIT NUMBER: 1807BDIO.18_UG_RED_90187

SITE SPAN NFID: 1807BDIO.18

CAPITAL PROJECT: 072443-001

07/06/2020



City of Redmond
WASHINGTON

City of Redmond
Public Works - Right-of-Way

X

Approved
Approved with Corrections noted
Revision Required

Signature: Yuri Bergeron

06/14/2022 10:49:36 AM

Field Pre-Construction Meeting Required
Request minimum 72 hours in advance
Online: [Redmond.gov/REPS](https://redmond.gov/REPS) using your registered login or
Phone IVR System at (425)556-2435 using the pin # provided on your permit.

The city is in talks to arrange
an agreement for utilizing city
conduit crossing NE 90 St.
This current review is for
boring only at this time due to
incoming roadway
improvements this summer.

GENERAL NOTES

THE LOCATIONS OF UTILITIES SHOWN ON THESE DRAWING ARE ONLY APPROXIMATE. SEFNCO HEREBY DISCLAIMS ANY RESPONSIBILITY TO THIRD PARTIES FOR THE ACCURACY OF THIS INFORMATION. PERSONS WORKING IN THE AREA COVERED BY THIS DRAWING MUST CONTACT THE STATEWIDE CALL-BEFORE-YOU-DIG SYSTEM TO ASCERTAIN THE LOCATION OF UNDERGROUND UTILITIES PRIOR TO PERFORMING ANY EXCAVATION.

1.

ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF UTILITY IMPROVEMENTS SHALL MEET OR EXCEED SITE WORK STANDARDS AND THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE LOCAL JURISDICTION REGULATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. ALL WORK WITHIN PUBLIC R.O.W. OR EASEMENTS MAY REQUIRE INSPECTED AND APPROVED BY THE LOCAL JURISDICTION INSPECTOR. INSPECTION SERVICES AND CONSTRUCTION CERTIFICATION TO BE PROVIDED BY DESIGNEE OF PROJECT SPONSOR/OWNER.
2.

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES, AS SHOWN ON THESE PLANS, IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT THE CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
3.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL NOTIFY THE LOCAL JURISDICTION INSPECTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITY OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS IF REQUIRED.
4.

THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE LOCAL JURISDICTION AND ALL UTILITY COMPANIES WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION, TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION, AND WITH A MINIMUM DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PARTIES AFFECTED BY ANY DISRUPTION OF ANY UTILITY SERVICE.
5.

THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED PLANS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND ONE (1) COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB ON-SITE AT ALL TIMES.
6.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO: EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.
7.

IF, DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
8.

ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
9.

FOR WORK AFFECTING PUBLIC ROADWAYS OR IF REQUIRED BY THE LOCAL JURISDICTION, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL AND PHASING PLAN IN ACCORDANCE WITH M.U.T.C.D. FOR APPROVAL. PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN OR AFFECTING THE RIGHT-OF-WAY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY AND ALL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED BY SAID PLANS. PRIOR TO INSTALLATION A PRECONSTRUCTION CONFERENCE SHALL BE HELD WITH LOCAL JURISDICTION.

10.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR DESIGNATED TO BE PROVIDED, INSTALLED, CONSTRUCTED, REMOVED OR RELOCATED UNLESS SPECIFICALLY NOTED OTHERWISE.
11.

PER AGENCY STANDARDS THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.
12.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING RECORD INFORMATION ON A SET OF RECORD DRAWINGS KEPT AT THE CONSTRUCTION SITE AND AVAILABLE TO THE LOCAL JURISDICTION INSPECTOR AT ALL TIMES.
13.

DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. FOR ADDITIONAL INFORMATION CONTACT THE ENGINEER FOR CLARIFICATION AND NOTE ON THE RECORD DRAWINGS.
14.

ALL EROSION AND SEDIMENT CONTROL (E.S.C.) MEASURES SHALL BE INSTALLED AT THE LIMITS OF CONSTRUCTION PRIOR TO GROUND DISTURBING ACTIVITY. ALL E.S.C. MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREAS ARE STABILIZED WITH HARD SURFACE OR LANDSCAPING.
15.

ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY IS SUBJECT TO THE JURISDICTION OF THE LOCAL JURISDICTION ENGINEERING DEPARTMENT STANDARD DETAILS AND SPECIFICATIONS.
16.

ALL CONSTRUCTION OPERATIONS, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTH MOVING EQUIPMENT, CONSTRUCTION EQUIPMENT AND ANY OTHER ASSOCIATED EQUIPMENT SHALL GENERALLY BE LIMITED TO THE TIME PERIOD APPROVED BY THE LOCAL JURISDICTION.
17.

CALL THE "CALL BEFORE YOU DIG" NUMBER 48HRS IN ADVANCE AT 1-800-424-5555 PRIOR TO DIGGING.

REDMOND

GENERAL NOTES

1.

ALL METHODS AND MATERIALS SPECIFICATION SHALL MEET ALL CITY OF REDMOND 2020 STANDARD SPECIFICATIONS AND WSDOT/APWA STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION.
2.

THE CITY OF REDMOND 2020 STANDARD SPECIFICATIONS AND DETAILS SUPPLEMENTS AND IN SOME CASES SUPERSEDES THE WSDOT/APWA STANDARD SPECIFICATION FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION.
3.

ALL REDMOND STANDARD DETAIL DRAWINGS CAN BE FOUND AT THE FOLLOWING WEBSITE:
<https://www.redmond.gov/709/Standard-Specifications-Details>
4.

ALL WSDOT STANDARD PLANS CAN BE FOUND AT THE FOLLOWING WEBSITE:
<https://www.wsdot.wa.gov/Design/Standards/#StdPlans>
5.

ALL ASPHALT REPAIR TO BE DONE IN ACCORDANCE WITH REDMOND STANDARD DETAILS. SEE REDMOND STANDARD DETAILS 201, 202, AND 203.
6.

ALL SIDEWALK REPAIR TO BE DONE IN ACCORDANCE WITH REDMOND STANDARD DETAILS. SEE REDMOND STANDARD DETAILS 303, 303A, and 303B.
7.

ALL CURB AND GUTTER REPAIR TO BE DONE IN ACCORDANCE WITH REDMOND STANDARD DETAILS. SEE REDMOND STANDARD DETAIL 304.
8.

UTILITY LOCATIONS SHOWN ON THIS PLAN ARE BASED ON DOCUMENT RESEARCH AND FIELD EVALUATION. THE INFORMATION MAY NOT BE ACCURATE OR COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PHYSICALLY LOCATE AND VERIFY LOCATION AND DEPTH OF ALL UTILITIES WITHIN THE CONSTRUCTION PATH. ALL INSTALLATIONS MUST COMPLY WITH MINIMUM HORIZONTAL AND VERTICAL CLEARANCES FROM UTILITIES.



MCI METRO ACCESS TRANSMISSION SERVICES, CORP. OUTSIDE PLANT CONSTRUCTION	SITE NAME: BH CROSSROADS TO REDMOND_RIDGE_MSC
	LOCATION ADDRESS: 16210 NE 90TH ST REDMOND, WA 98052
	MASTEC ID NUMBER: 1807BDIO.18_UG_RED_90187

ENGINEER: D.V.

<div>P.E. STAMP</div>		<div>DATE</div>
<div>DRAWN BY: N.T.</div>		
<div>DATE:</div>	<div>07/06/2020</div>	
<div>REVISIONS</div>		
<div>DATE</div>	<div>DESCRIPTION</div>	<div>INITIAL</div>

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SCALE
HORIZ: N/A
VERT: N/A

SHEET 03 OF 17

PROPOSED

PROPOSED AERIAL STRAND



DIRECTIONAL BORE



TRENCH



EXISTING VERIZON

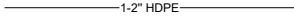
EXISTING AERIAL STRAND



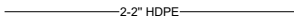
EXISTING UNDERGROUND



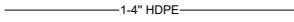
1_2" HDPE



2_2" HDPE



1_4" HDPE



1_2" PVC



2_2" PVC



1_4" PVC

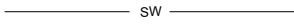


INNERDUCT



BASE LAYERS

SIDEWALK



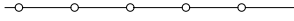
EDGE OF PAVEMENT



FACE OF CURB



FENCE



GUARDRAIL



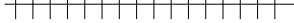
LIP OF GUTTER



PROPERTY LINE



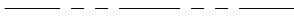
RAILROAD



RIGHT OF WAY



CENTER LINE



EXISTING UTILITIES

TELECOMMUNICATION



ELECTRICAL



GAS LINE



RECYCLED WATER



SANITARY SEWER



STORM DRAIN



WATER



LEGEND

PROPOSED SYMBOLS

	PROPOSED MANHOLE
	PROPOSED VAULT
	PROPOSED ANCHOR
	PROPOSED GUY
	PROPOSED SIDEWALK ANCHOR & GUY
	PROPOSED RISER
	POTHOLE
	BORE PIT

EXISTING UTILITIES SYMBOLS

	POWER PEDESTAL		WATER SAMPLING STATION
	POWER HANDHOLE		OTHER UNKNOWN
	POWER MANHOLE		SEWER VALVE
	POWER CABINET		SEWER VAULT
	POWER VAULT		SEWER UNKNOWN
	POWER UNKNOWN		STORM DRAIN VAULT
	POWER POLE		STORM ACCESS POINT
	STREET LIGHT POLE		TELECOM PEDESTAL
	STREET LIGHT HANDHOLE		TELECOM POLE
	TRAFFIC SIGNAL HANDHOLE		SEWER MANHOLE
	TRAFFIC SIGNAL VAULT		SEWER CLEANOUT
	TRAFFIC SIGNAL MANHOLE		SEWER CATCH BASIN
	TRAFFIC CABINET		STORM CATCH BASIN
	TRAFFIC SIGNAL POLE		STORM MANHOLE
	TRAFFIC SIGNAL PEDESTAL		STORM DRAIN UNKNOWN
	CATV MANHOLE		STORM CLEANOUT
	CATV HANDHOLE		STORM DRAIN VALVE
	CATV PEDESTAL		WATER VALVE
	TELECOM MANHOLE		WATER METER
	TELECOM HANDHOLE		WATER RESERVOIR
	TELECOM CABINET		WATER MANHOLE
	POWER ANCHOR		WATER VAULT
	POWER GUY		WATER UNKNOWN
	POWER SIDEWALK GUY		WATER WELL
	PEDESTAL (UNKNOWN UTILITY)		MANHOLE (UNKNOWN UTILITY)

EXISTING MCI SYMBOLS

	EXISTING MCI MANHOLE
	EXISTING MCI VAULT
	EXISTING MCI SPLICE
	EXISTING MCI ANCHOR
	EXISTING MCI GUY
	EXISTING MCI SIDEWALK ANCHOR & GUY



SITE NAME: BH_CROSSROADS_TO REDMOND_RIDGE_MSC	LOCATION ADDRESS: 16210 NE 90TH ST REDMOND, WA 98052	MASTEC ID NUMBER: 1807BDIO.18_UG_RED_90187
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MCI METRO ACCESS TRANSMISSION SERVICES, CORP. OUTSIDE PLANT CONSTRUCTION RED UNDERGROUND FIBER INSTALLATION
--

ENGINEER: D.V.

P.E. STAMP DRAWN BY: N.T. DATE: 07/06/2020	DATE
--	------

DATE	DESCRIPTION	INITIAL

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SCALE
HORIZ: N/A
VERT: N/A

SHEET 04 OF 17

SITE NAME:	BH_CROSSROADS_TO_REDMOND_RIDGE_MSC
	LOCATION ADDRESS: 16210 NE 90TH ST REDMOND, WA 98052
	MASTEC ID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO ACCESS TRANSMISSION SERVICES, CORP. OUTSIDE PLANT CONSTRUCTION RED UNDERGROUND FIBER INSTALLATION	

ENGINEER: D.V.

P.E. STAMP
DRAWN BY: N.T.
DATE: 07/06/2020

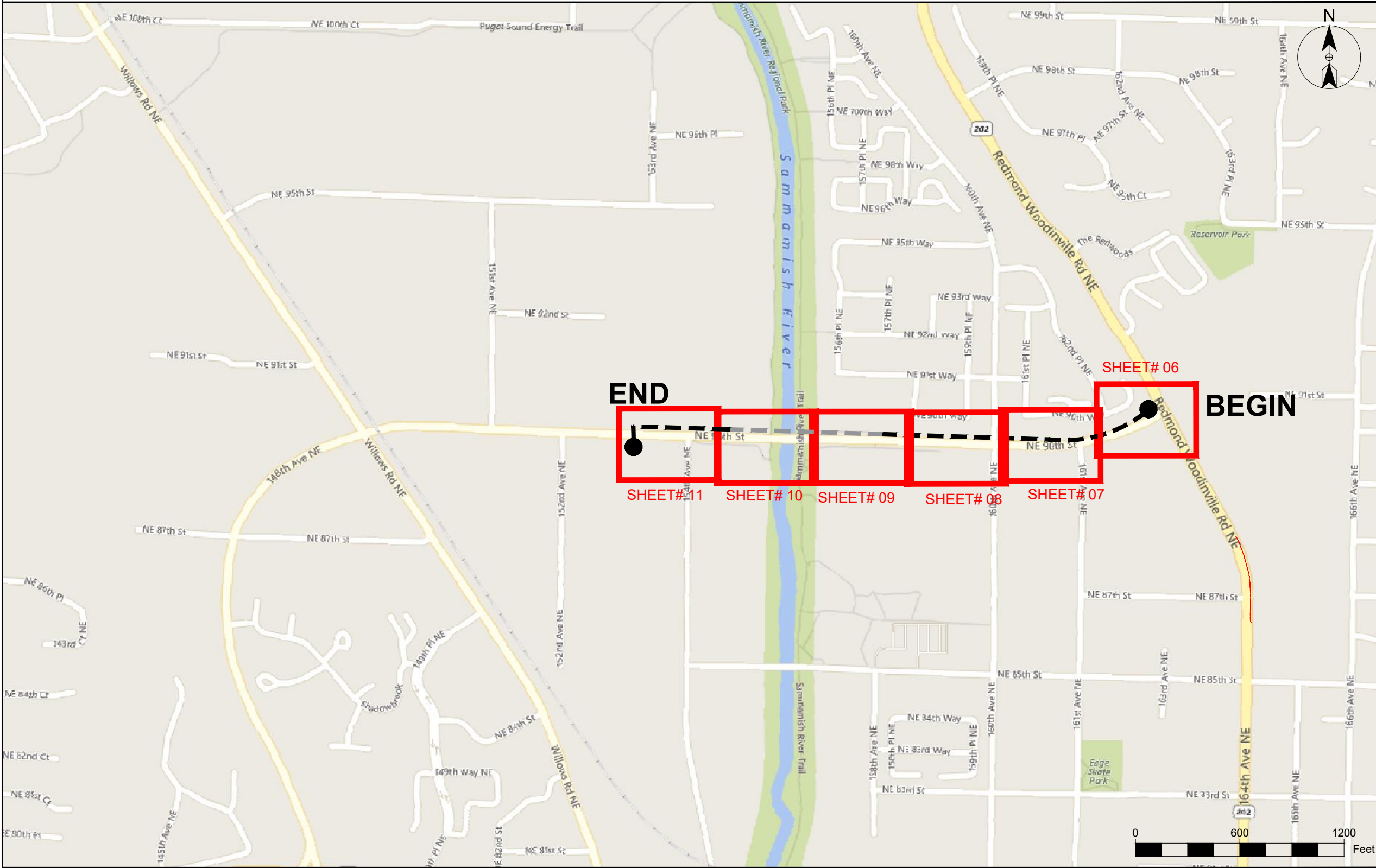
REVISIONS		
DATE	DESCRIPTION	INITIAL

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SCALE
HORIZ: N/A
VERT: N/A

SHEET 05 OF 17

LOCATION OVERVIEW



Approval is for work
within the Right-of-Way
ONLY



City of Redmond
Public Works - Right-of-Way



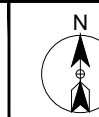
Approved
Approved with Corrections noted
Revision Required

Signature: Yuri Bergeron

06/14/2022 10:22:17 AM

Full concrete panel
replacement required at
potholes, borepits, and vault
locations

PERMIT 1807BDIO.18_UG_RED_90188



Know what's below.
Call before you dig.

DIGALERT
CALL TOLL FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
811

SEFNCO
COMMUNICATIONS

MasTec

verizon

SITE NAME: BH CROSSROADS TO
REDMOND RIDGE_MSC
LOCATION ADDRESS: 16210 NE 90TH ST
REDMOND, WA 98052
MASTEC ID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.
OUTSIDE PLANT CONSTRUCTION
RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

P.E. STAMP
DRAWN BY: N.T.
DATE: 07/06/2020

REVISIONS

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WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE
HORIZ: SEE SCALE
VERT: 1:10

SHEET 06 OF 17

CONSTRUCTION NOTES

1 DIG BORE PIT AND PL. NEW 30"X60"X30"
VAULT IN LANDSCAPE SEE SHEET 15 FOR
VAULT DETAIL

2 PL. 294' (1) 2" HDPE
VIA BORE WITH MINIMUM
36" COVER

3 DIG BORE PIT

4 PL. 225' (1) 2" HDPE
VIA BORE WITH MINIMUM
36" COVER

GENERAL NOTES

CONTRACTOR TO CONFIRM AND MAINTAIN
CLEARANCE OF STRUCTURES

00+00 AT INTERSECTION OF NE 90TH ST
AND REDMOND-WOODINVILLE RD NE

REFER TO CITY OF REDMOND TREE
PROTECTION STANDARDS 27.72.060

MAINTAIN 1 TO 2' OF CLEARANCE FROM
EXISTING TELECOMMUNICATION.

MAINTAIN 36" TO 60" UNDER THE EXISTING
POWER.

All utility crossings shall be
potholed prior to drilling to
verify depths and clearance
requirements

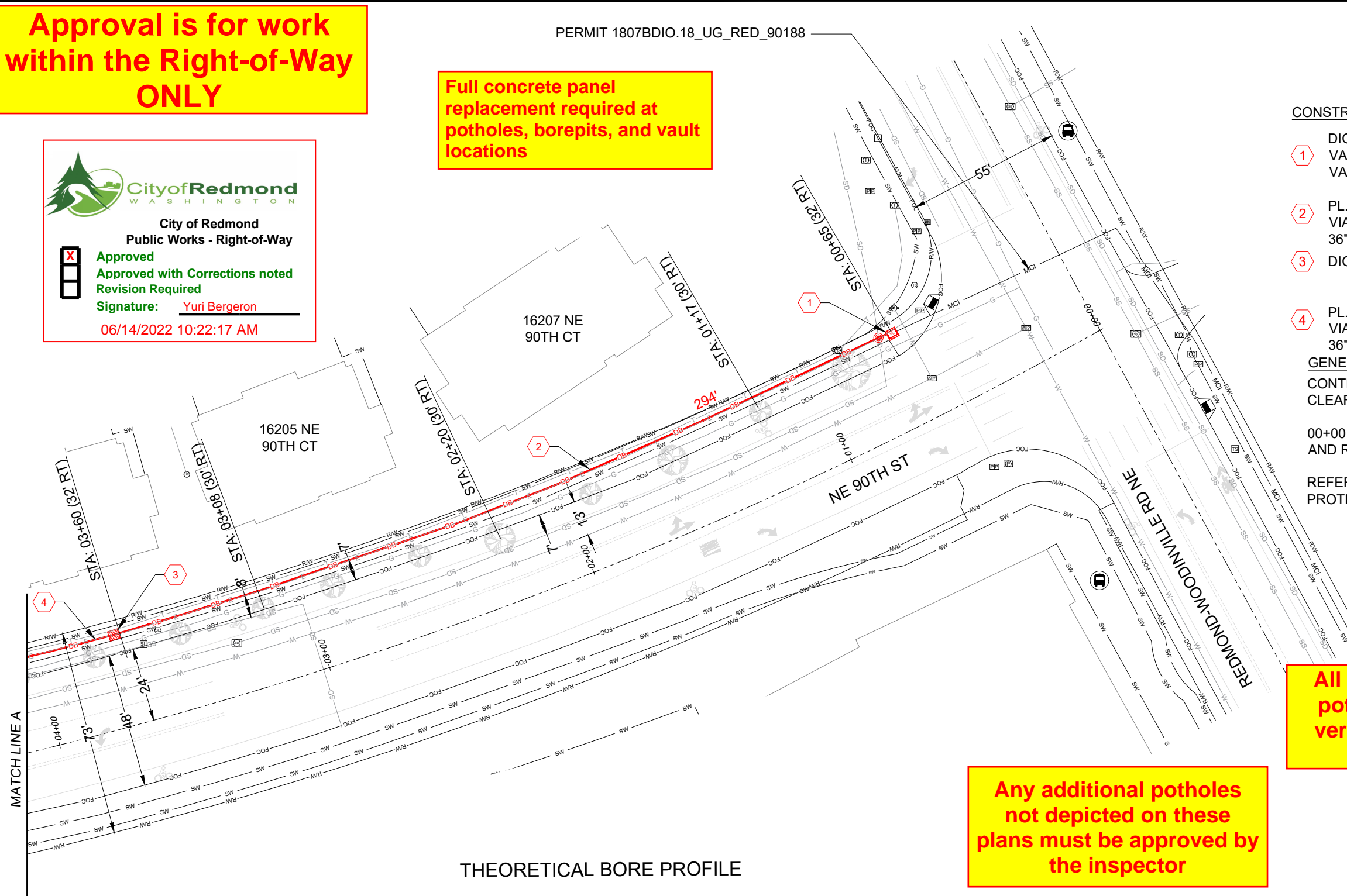
Any additional potholes
not depicted on these
plans must be approved by
the inspector

If the pothole and new vault
installation disturbs an
existing ADA Ramp it must
be replaced to compliance
requirements.

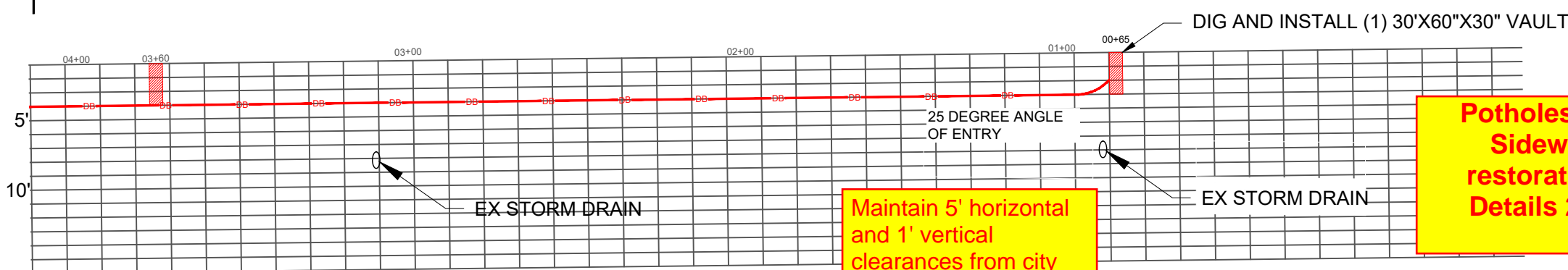
Bore log must be approved by the
inspector before drilling can begin

Potholes, Trench Restoration, Asphalt &
Sidewalk Replacement & landscape
restorations shall be per City Standard
Details 201, 202, 203, and 303 and COR
Inspector instructions.

Maintain 5' horizontal
and 1' vertical
clearances from city
utilities/structures



THEORETICAL BORE PROFILE



CONSTRUCTION NOTES

- 1 DIG BORE PIT
- 2 PL. 350' (1) 2" HDPE VIA BORE WITH MINIMUM 36" COVER
- 3 PL. 37' (1) 2" HDPE VIA TRENCH WITH MINIMUM 36" COVER

GENERAL NOTES

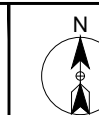
CONTRACTOR TO CONFIRM AND MAINTAIN CLEARANCE OF STRUCTURES

00+00 AT INTERSECTION OF NE 90TH ST AND REDMOND-WOODINVILLE RD NE

REFER TO CITY OF REDMOND TREE PROTECTION STANDARDS 27.72.060

MAINTAIN 1 TO 2' OF CLEARANCE FROM EXISTING TELECOMMUNICATION.

MAINTAIN 36" TO 60" UNDER THE EXISTING POWER.



SITE NAME:	BH CROSSROADS TO REDMOND RIDGE_MSC
LOCATION ADDRESS:	16210 NE 90TH ST REDMOND, WA 98052
MASSTEC ID NUMBER:	1807BDIO.18_UG_RED_90187

MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.
OUTSIDE PLANT CONSTRUCTION
RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

P.E. STAMP
DRAWN BY: N.T.
DATE: 07/06/2020

REVISIONS

DATE	DESCRIPTION	INITIAL

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SCALE
HORIZ: SEE SCALE
VERT: 1:10

SHEET 07 OF 17

Approval is for work within the Right-of-Way ONLY

Full concrete panel replacement required at potholes, borepits, and vault locations

Maintain 5' horizontal and 1' vertical clearances from city utilities/structures

Bore log must be approved by the inspector before drilling can begin

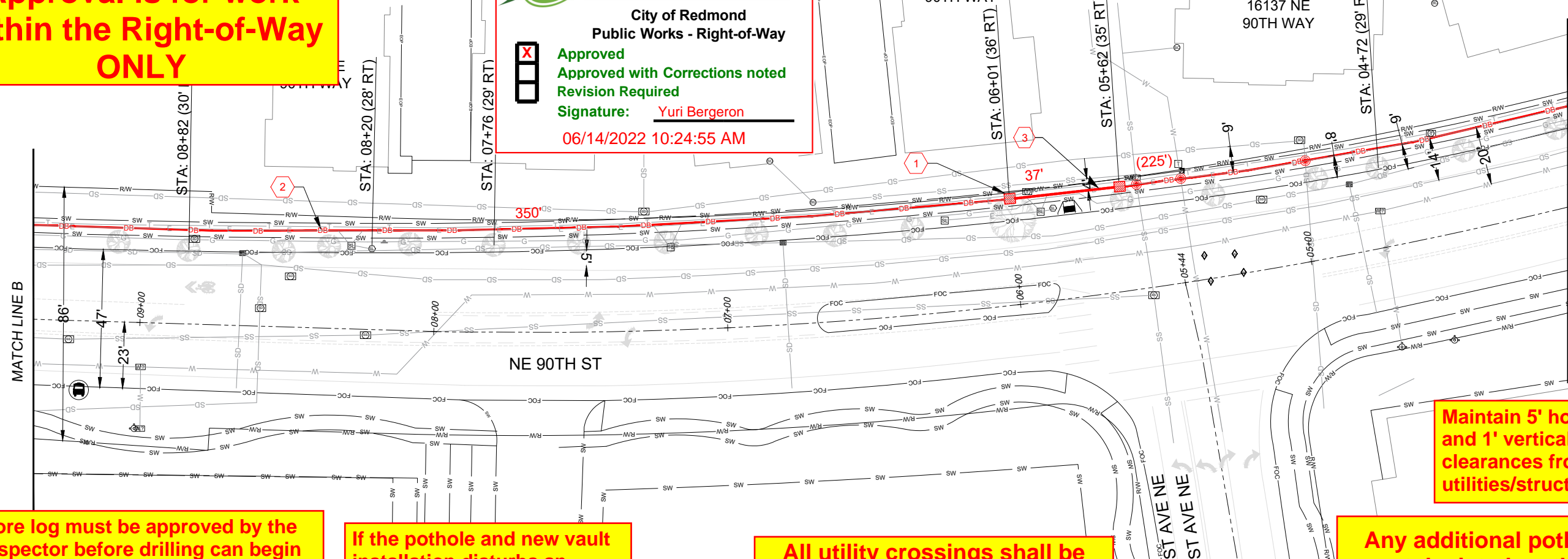
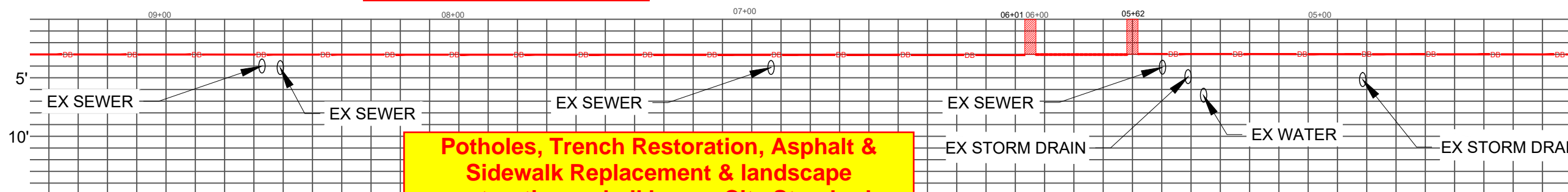
If the pothole and new vault installation disturbs an existing ADA Ramp it must be replaced to compliance requirements.

All utility crossings shall be potholed prior to drilling to verify depths and clearance requirements

Any additional potholes not depicted on these plans must be approved by the inspector

Potholes, Trench Restoration, Asphalt & Sidewalk Replacement & landscape restorations shall be per City Standard Details 201, 202, 203, and 303 and COR Inspector instructions.

THEORETICAL BORE PROFILE





City of Redmond
Public Works - Right-of-Way

X Approved
Approved with Corrections noted
Revision Required
Signature: Yuri Bergeron
06/14/2022 10:25:57 AM

Approval is for work within the Right-of-Way ONLY

CONSTRUCTION NOTES

- 1 DIG BORE PIT AND PL. NEW 30"x60"x30" VAULT IN LANDSCAPE SEE SHEET 15 FOR VAULT DETAIL
- 2 PL. 300' (1) 2" HDPE VIA BORE WITH MINIMUM 36" COVER
- 3 DIG BORE PIT

GENERAL NOTES

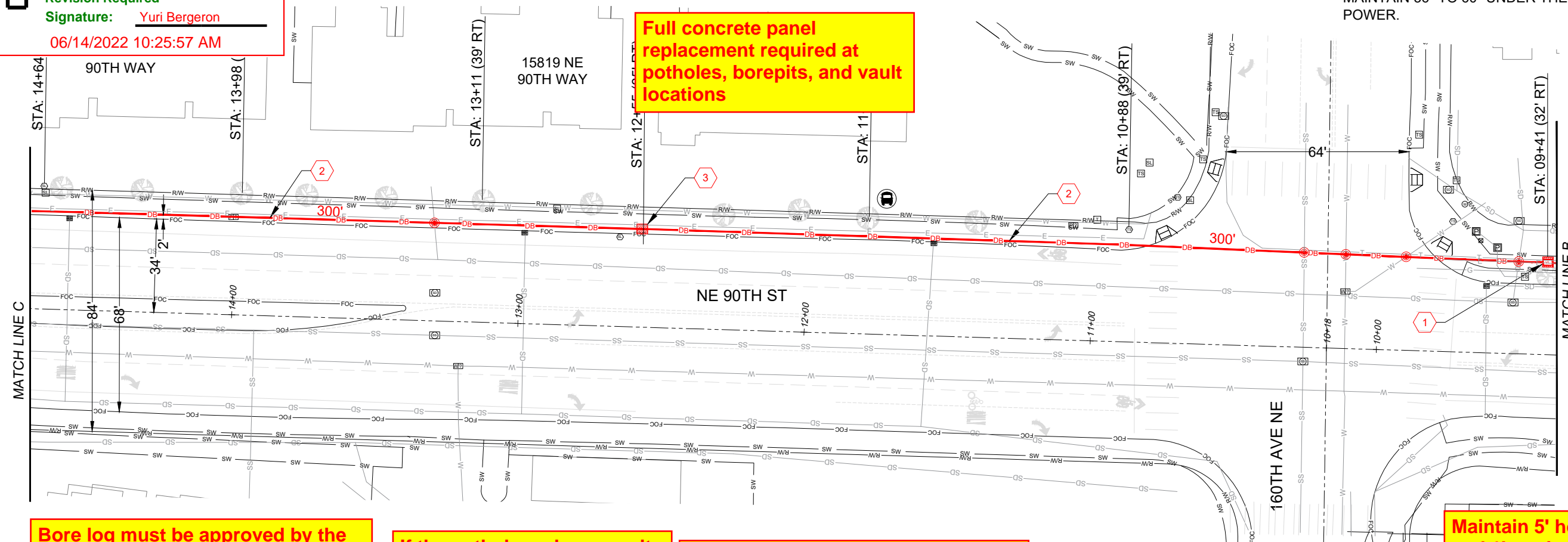
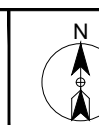
CONTRACTOR TO CONFIRM AND MAINTAIN CLEARANCE OF STRUCTURES

00+00 AT INTERSECTION OF NE 90TH ST AND REDMOND-WOODINVILLE RD NE

REFER TO CITY OF REDMOND TREE PROTECTION STANDARDS 27.72.060

MAINTAIN 1 TO 2' OF CLEARANCE FROM EXISTING TELECOMMUNICATION.

MAINTAIN 36" TO 60" UNDER THE EXISTING POWER.

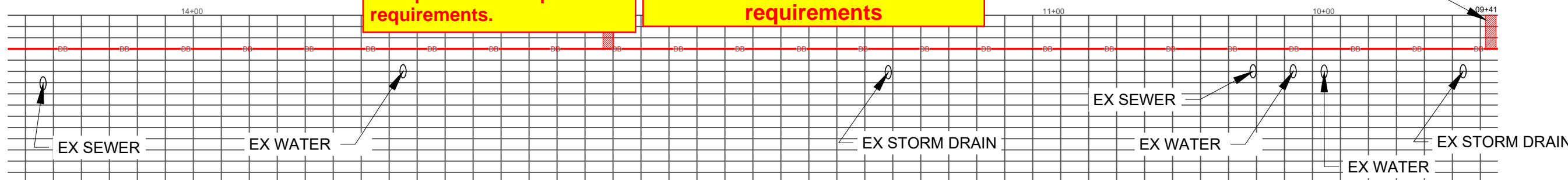


Bore log must be approved by the inspector before drilling can begin

If the pothole and new vault installation disturbs an existing ADA Ramp it must be replaced to compliance requirements.

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Maintain 5' horizontal and 1' vertical clearances from city utilities/structures



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THEORETICAL BORE PROFILE

Any additional potholes not depicted on these plans must be approved by the inspector



SITE NAME: BH CROSSROADS TO REDMOND RIDGE MSC
LOCATION ADDRESS: 16210 NE 90TH ST REDMOND, WA 98052
MASTEC ID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.
OUTSIDE PLANT CONSTRUCTION
RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

P.E. STAMP DATE
DRAWN BY: N.T.
DATE: 07/06/2020

REVISIONS		
DATE	DESCRIPTION	INITIAL

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SCALE: HORZ: SEE SCALE
VERT: 1:10
SHEET 08 OF 17

CONSTRUCTION NOTES

- DIG BORE PIT AND PL. NEW TA-25 VAULT IN LANDSCAPE SEE SHEET 16 FOR VAULT DETAIL. REPLACE THE CITY OWNED HANDHOLE.
- PL. 183' (1) 2" HDPE WITH MAXELL VIA BORE WITH MINIMUM 36" COVER
- EXISTING CITY OF REDMOND CONDUIT. CONTRACTOR TO VERIFY CORRECT CONDUIT PRIOR TO CONSTRUCTION. PULL FIBER CABLE THROUGH. INSTALL (2) PACKS (6 SLEEVES) OF MAXCELL IN ONE 4" CITY OF REDMOND CONDUIT - MCI SHALL HAVE THE USE OF 2 SLEEVES.

- DIG BORE PIT AND PL. NEW 36"x60"x30" VAULT IN LANDSCAPE SEE SHEET 15 FOR VAULT DETAIL
- PROPOSED CITY OF REDMOND (2) 4" CONDUIT
- PROPOSED CITY OF REDMOND TA-25 VAULT



The city is in talks to arrange an agreement for utilizing city conduit crossing NE 90 St. This approval is for boring only at this time due to incoming roadway improvements this summer.

GENERAL NOTES

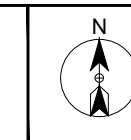
CONTRACTOR TO CONFIRM AND MAINTAIN CLEARANCE OF STRUCTURES

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REFER TO CITY OF REDMOND TREE PROTECTION STANDARDS 27.72.060

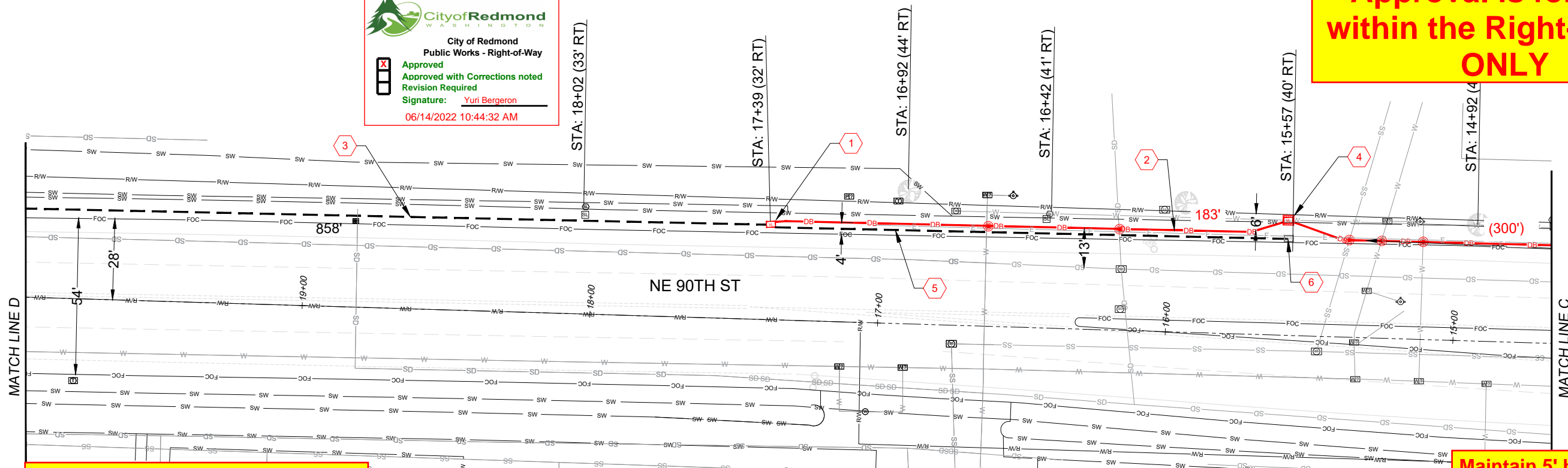
MAINTAIN 1 TO 2' OF CLEARANCE FROM EXISTING TELECOMMUNICATION.

MAINTAIN 36" TO 60" UNDER THE EXISTING POWER.



Full concrete panel replacement required at potholes, borepits, and vault locations

Approval is for work within the Right-of-Way ONLY



Bore log must be approved by the inspector before drilling can begin

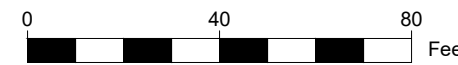
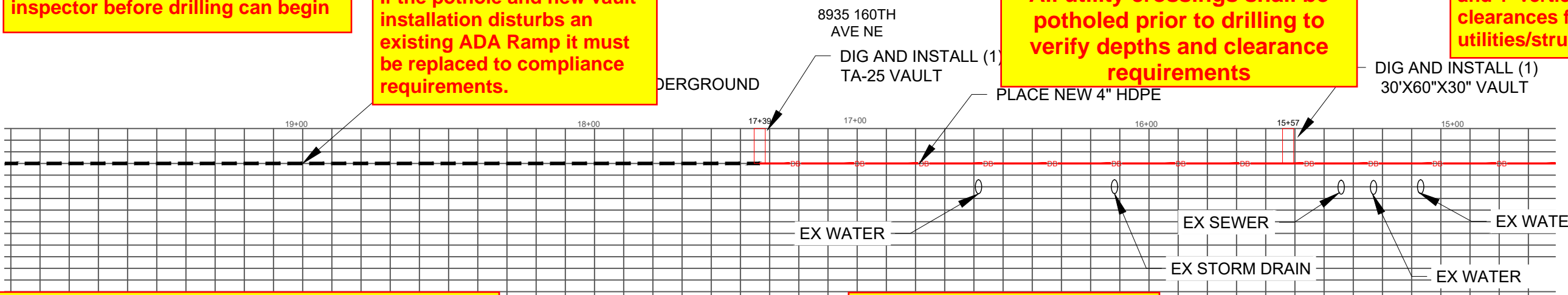
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Any additional potholes not depicted on these plans must be approved by the inspector



SEFNCO
COMMUNICATIONS

MasTec

verizon

SITE NAME: BH CROSSROADS TO REDMOND RIDGE_MSC

LOCATION ADDRESS: 16210 NE 90TH ST, REDMOND, WA 98052

MASTEID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO

ACCESS TRANSMISSION SERVICES, CORP.

OUTSIDE PLANT CONSTRUCTION

RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

P.E. STAMP DATE

DRAWN BY: N.T.

DATE: 07/06/2020

REVISIONS

DATE	DESCRIPTION	INITIAL

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SCALE **HORIZ:** SEE SCALE **VERT:** 1:10

SHEET 09 **OF** 17

The city is in talks to arrange an agreement for utilizing city conduit crossing NE 90 St. This current review is for boring only at this time due to incoming roadway improvements this summer.

CONSTRUCTION NOTES

- 1 EXISTING CITY OF REDMOND CONDUIT. CONTRACTOR TO VERIFY CORRECT CONDUIT PRIOR TO CONSTRUCTION. PULL FIBER CABLE THROUGH.

GENERAL NOTES

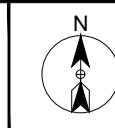
CONTRACTOR TO CONFIRM AND MAINTAIN CLEARANCE OF STRUCTURES

00+00 AT INTERSECTION OF NE 90TH ST AND REDMOND-WOODINVILLE RD NE

REFER TO CITY OF REDMOND TREE PROTECTION STANDARDS 27.72.060

MAINTAIN 1 TO 2' OF CLEARANCE FROM EXISTING TELECOMMUNICATION.

MAINTAIN 36" TO 60" UNDER THE EXISTING POWER.



SITE NAME: BH CROSSROADS TO REDMOND RIDGE MSC
LOCATION ADDRESS: 16210 NE 90TH ST REDMOND, WA 98052
MASTEC ID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.
OUTSIDE PLANT CONSTRUCTION
RED UNDERGROUND FIBER INSTALLATION

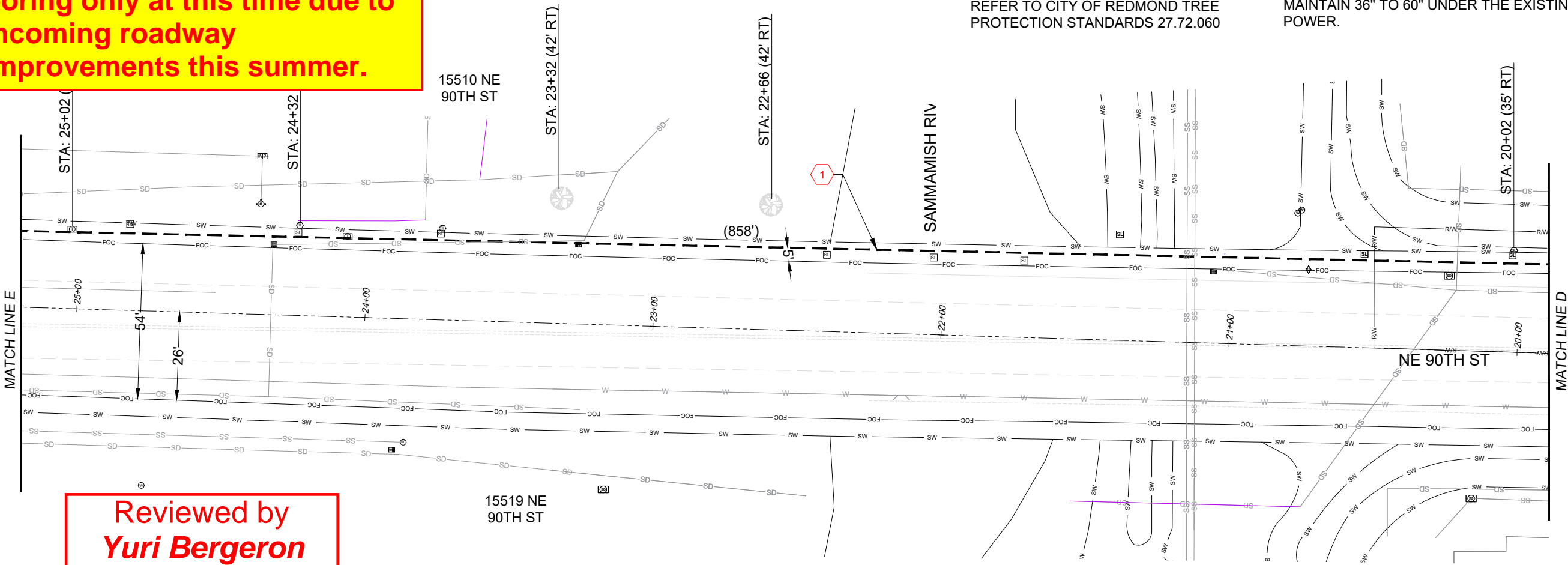
ENGINEER: D.V.

P.E. STAMP
DRAWN BY: N.T.
DATE: 07/06/2020

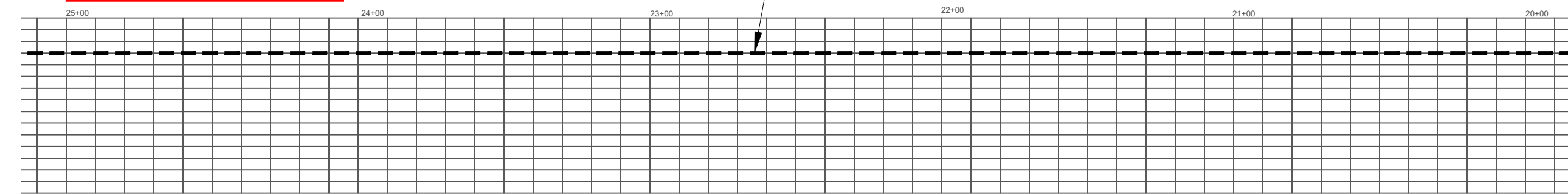
REVISIONS		
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SCALE
HORIZ: SEE SCALE
VERT: 1:10
SHEET 10 OF 17



EXISTING REDMOND CITY UNDERGROUND



Reviewed by
Yuri Bergeron
City of Redmond
06/14/2022 10:44:56 AM

CONSTRUCTION NOTES

- 1 DIG BORE PIT AND PL. NEW TA-25 VAULT IN LANDSCAPE SEE SHEET 16 FOR VAULT DETAIL. REPLACE THE CITY OWNED HANDHOLE.
- 2 DIG BORE PIT AND PL. NEW 4'X4'X4' COMMON MANHOLE IN ROAD SURFACE SEE SHEET 17 FOR VAULT DETAIL.
- 3 PL. 377' (1) 2" HDPE VIA BORE WITH MINIMUM 36" COVER
- 4 DIG BORE PIT

- 5 PL. 65' (1) 2" HDPE VIA BORE WITH MINIMUM 36" COVER
- 6 DIG BORE PIT
- 7 EXISTING XO MH . CONTRACTOR TO VERIFY CORRECT MH PRIOR TO CONSTRUCTION.
- 8 PL. 27' (2) 4" HDPE WITH MAXELL VIA BORE WITH MINIMUM 36" COVER; (1) 2" HDPE

GENERAL NOTES

CONTRACTOR TO CONFIRM AND MAINTAIN CLEARANCE OF STRUCTURES

00+00 AT INTERSECTION OF NE 90TH ST AND REDMOND-WOODINVILLE RD NE

REFER TO CITY OF REDMOND TREE PROTECTION STANDARDS 27.72.060

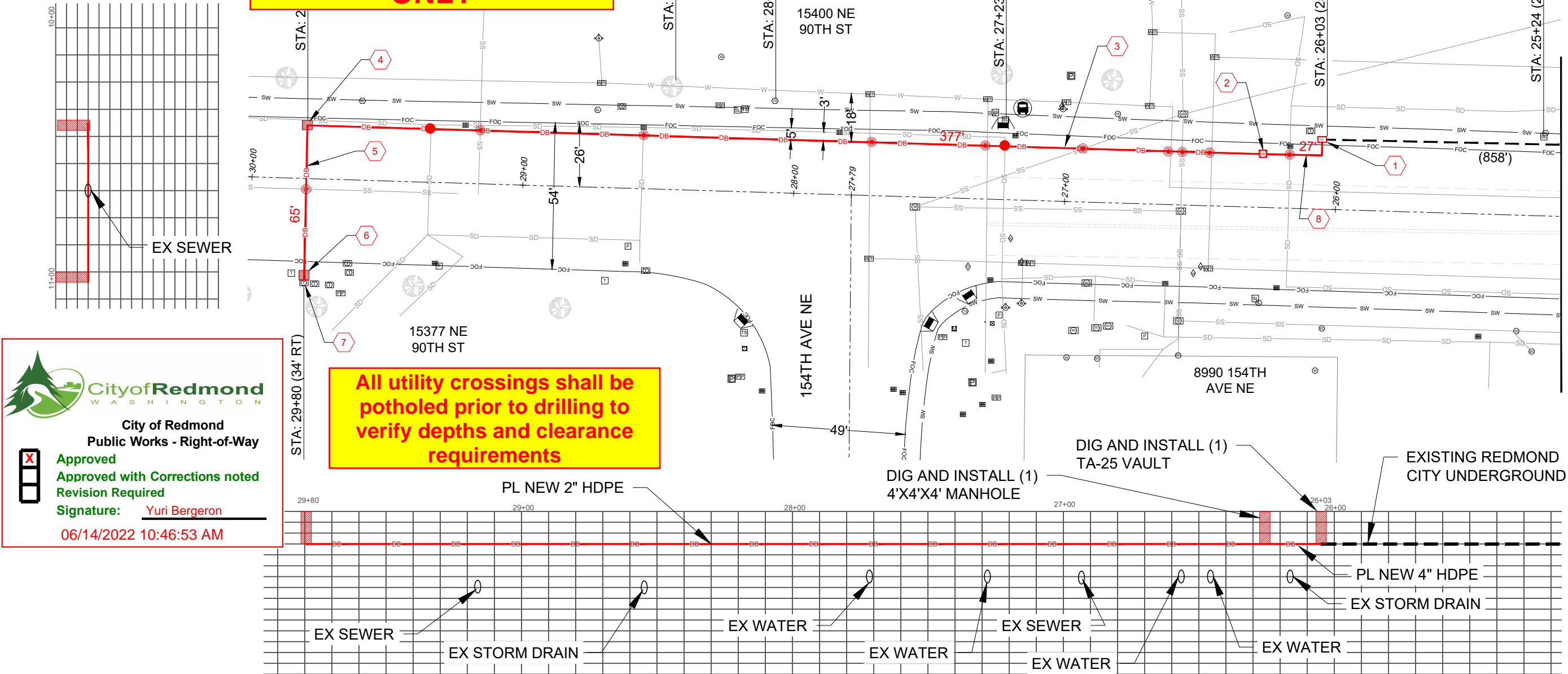
MAINTAIN 1 TO 2' OF CLEARANCE FROM EXISTING TELECOMMUNICATION.


MAINTAIN 36" TO 60" UNDER THE EXISTING POWER.



Approval is for work within the Right-of-Way ONLY

Maintain 5' horizontal and 1' vertical clearances from city utilities/structures



 **City of Redmond**
WASHINGTON
Public Works - Right-of-Way

☒ Approved
☐ Approved with Corrections noted
☐ Revision Required

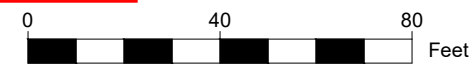
Signature: Yuri Bergeron
06/14/2022 10:46:53 AM

Potholes, Trench Restoration, Asphalt & Sidewalk Replacement & landscape restorations shall be per City Standard Details 201, 202, 203, and 303 and COR Inspector instructions.

Any additional potholes not depicted on these plans must be approved by the inspector

Full concrete panel replacement required at potholes, borepits, and vault locations

Bore log must be approved by the inspector before drilling can begin



SITE NAME:	BH CROSSROADS TO REDMOND RIDGE MSC
LOCATION ADDRESS:	16210 NE 90TH ST REDMOND, WA 98052
MASTEC ID NUMBER:	1807BDIO.18_UG_RED_90187

MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.
OUTSIDE PLANT CONSTRUCTION
RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

P.E. STAMP
DRAWN BY: N.T.
DATE: 07/06/2020

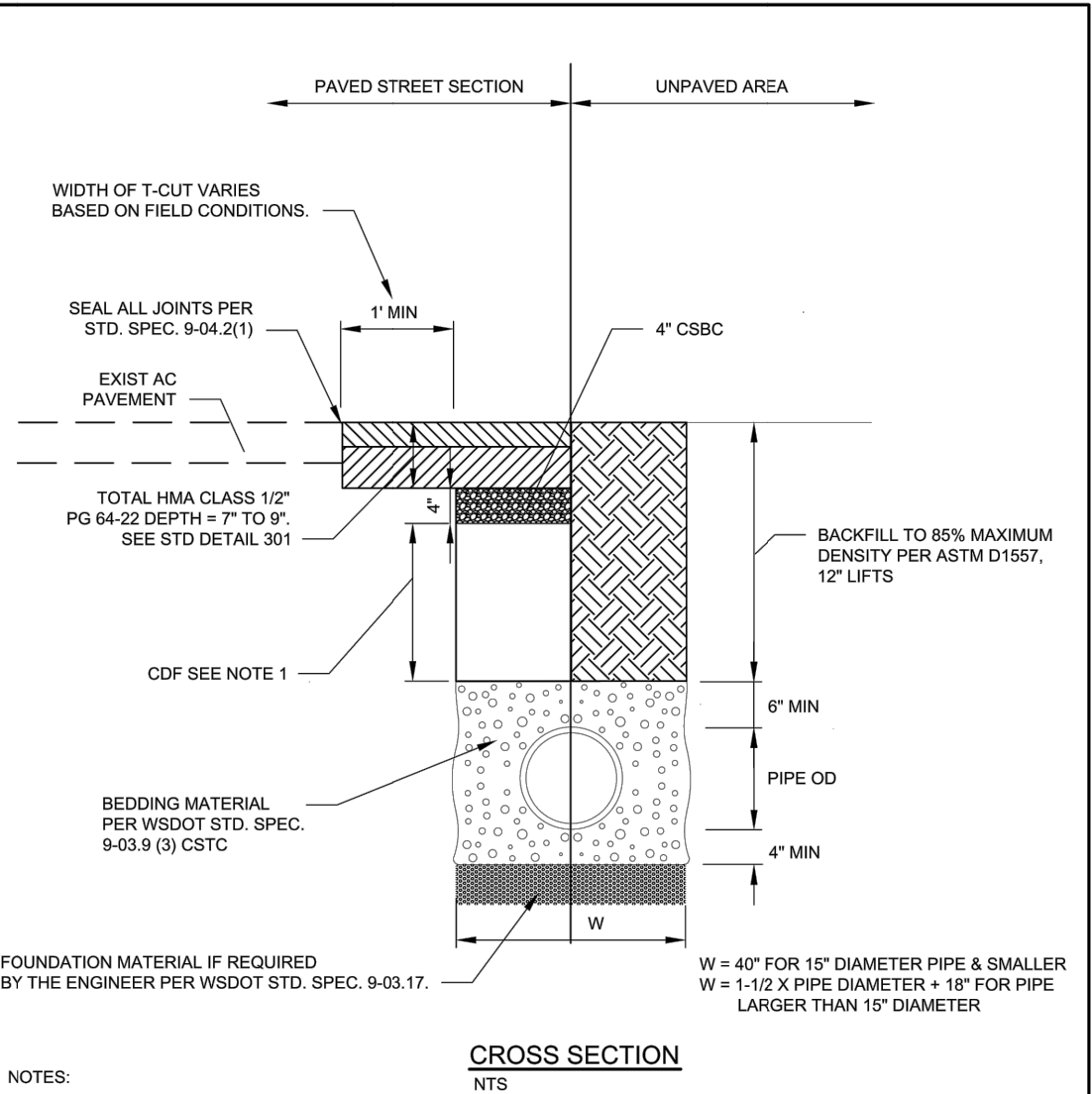
REVISIONS		
DATE	DESCRIPTION	INITIAL

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SCALE: HORZ: SEE SCALE
VERT: 1:10

SHEET 11 OF 17

DETAILS

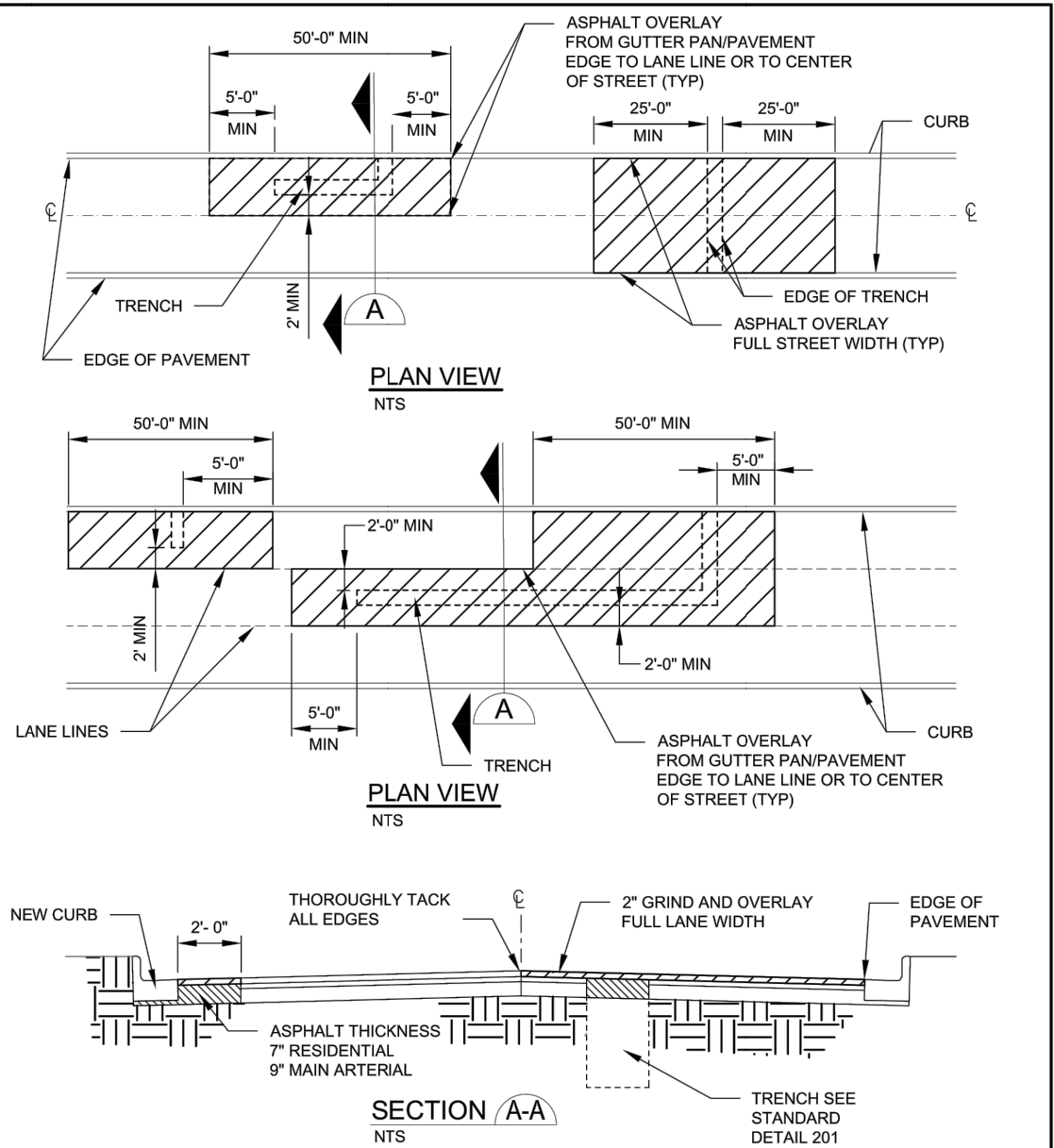


- NOTES:
1. OTHER MATERIAL PROPOSED FOR BACKFILL SHALL BE SUBMITTED TO THE CITY FOR APPROVAL PRIOR TO USE. APPROVED BACKFILL SHALL BE COMPACTED TO 95% MAXIMUM DENSITY PER ASTM D1557 IN 6" LIFTS. LANDSCAPE AREAS SHALL BE BACKFILLED TO 85% MAXIMUM DENSITY PER ASTM D1557 IN 12" LIFTS.
 2. TRENCH WIDTH IN PAVED ROADWAYS ARE NOT TO EXCEED 6 FEET. IF CONDITIONS REQUIRE A WIDER TRENCH, A SPECIAL DESIGN MUST BE SUBMITTED AND APPROVED BY THE CITY.
 3. EXCESS SAW CUTTING DEBRIS SHALL BE REMOVED WITH A VACUUM DEVICE AND DISPOSED OF PROPERLY.
 4. GRAVEL SHOULDERS DISTURBED BY EXCAVATION SHALL BE RESHAPED TO ORIGINAL CONDITION AND SURFACED WITH A MINIMUM THREE INCH THICKNESS OF CRUSHED SURFACING TOP COURSE PER 9-03.9(3) OF THE STANDARD SPECIFICATIONS. REQUIRED COMPACTION SHALL BE 95% OF MAXIMUM DENSITY AS DETERMINED BY MODIFIED PROCTOR (ASTM D1557).
 5. STEEL PLATE USE IN THE ROADWAY MUST BE APPROVED BY THE CITY. SEE SPECIFICATION SECTION 1-07.23(1)


APPROVED BY: JON C. SPANGLER
CONSTRUCTION ENGINEERING MANAGER
REVISION DATE: MARCH 01, 2019


City of Redmond

STANDARD DETAILS
TYPICAL TRENCH
FILE NAME: SD201.DWG | DETAIL NUMBER: **201**



- NOTES:
1. THIS STANDARD APPLIES TO ALL CUTS.
 2. OVERLAY AREA MAY BE MODIFIED BY CITY ON OLDER PAVEMENT DEPENDING ON CONDITIONS OR SCHEDULED CONSTRUCTION/MAINTENANCE.
 3. LOWER ALL UTILITY CASTING PRIOR TO OVERLAY. AFTER OVERLAY ADJUST TO FINISH GRADE AND RESTORE CHANNELIZATION AND LOOP DETECTORS.



APPROVED BY: PAUL S. CHO
TRAFFIC OPERATIONS SAFETY AND ENGINEERING MANAGER
REVISION DATE: MARCH 01, 2020


City of Redmond

STANDARD DETAILS
ASPHALT OVERLAY FOR ROADWAY TRENCH REPAIR
FILE NAME: SD202.DWG | DETAIL NUMBER: **202**


SEFNCO COMMUNICATIONS


MasTec


verizon

SITE NAME:
BH CROSSROADS TO
REDMOND_RIDGE_MSC

LOCATION ADDRESS:
16210 NE 90TH ST
REDMOND, WA 98052

MASTEC ID NUMBER:
1807BDIO.18_UG_RED_90187

MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.
OUTSIDE PLANT CONSTRUCTION
RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

P.E. STAMP
DRAWN BY: N.T.
DATE: 07/06/2020

REVISIONS

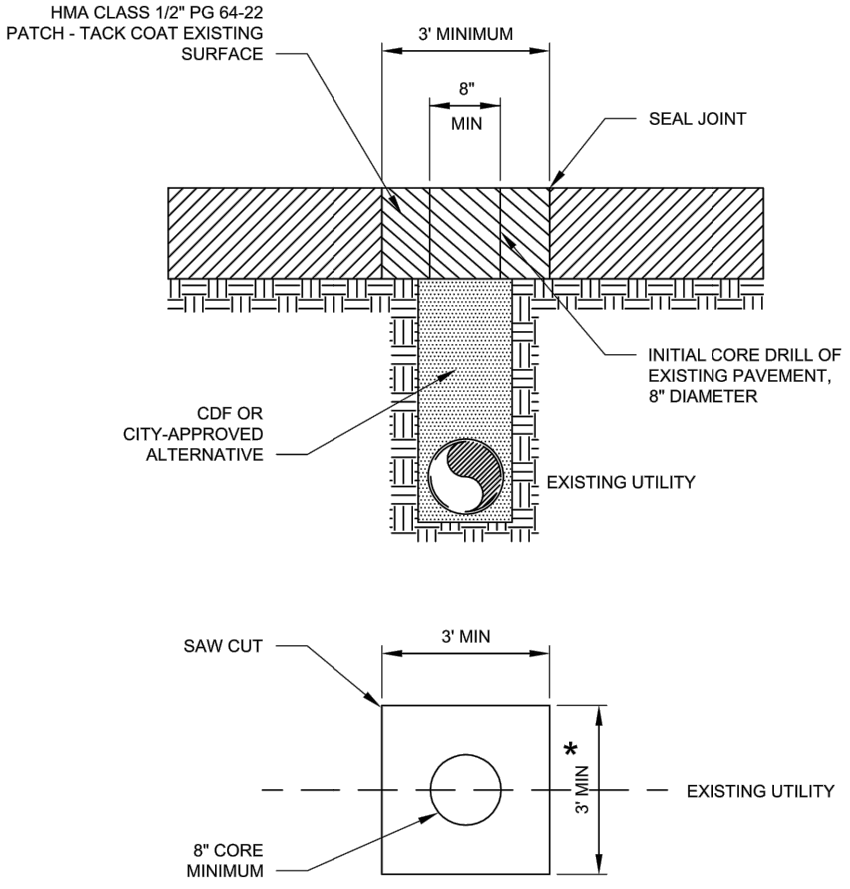
DATE	DESCRIPTION	INITIAL

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SCALE
HORIZ: N/A
VERT: N/A

SHEET 12 OF 17

DETAILS



- NOTES:
1. THE EXISTING PAVEMENT SHALL BE CUT FULL DEPTH WITH A MINIMUM EIGHT INCH DIAMETER CORE DRILL. THE SUB-BASE MATERIAL SHALL BE REMOVED USING A VACUUM EXCAVATOR, KEEPING THE EXCAVATION AS MINIMAL AS POSSIBLE.
 2. BACKFILL THE EXCAVATION WITH CONTROLLED DENSITY FILL (CDF) OR CITY-APPROVED ALTERNATIVE.
 3. REPAIR THE PAVEMENT SECTION WITH HMA CLASS 1/2" PG 64-22 AND SEAL THE JOINT. ASPHALT DEPTHS SHOULD BE 7" ON LOCAL ACCESS STREETS, 9" ON ARTERIALS OR MATCH EXISTING, WHICHEVER IS GREATER.
 4. FOR MORE THAN 3 CORES WITHIN 50 FEET EDGE TO EDGE OF EACH OTHER IN ANY DIRECTION, OR 12 OR MORE CORES WITHIN A BLOCK, PAVEMENT REPAIR WILL BE CONSIDERED A TRENCH AND SUBJECT TO THE REPAIR DETAIL IN SD202.

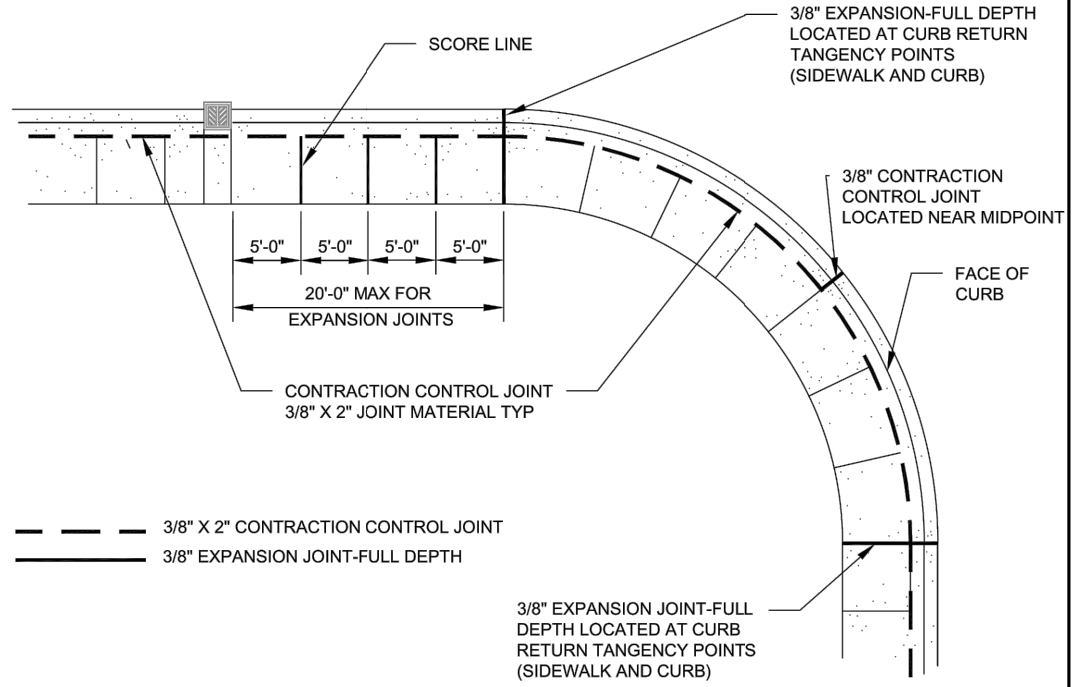
APPROVED BY: PAUL S. CHO
TRAFFIC OPERATIONS SAFETY AND ENGINEERING MANAGER

City of Redmond

STANDARD DETAILS

**PAVEMENT RESTORATION
FOR WINDOW CUTS**

FILE NAME: SD203.DWG | DETAIL NUMBER: **203**



PLAN VIEW
NTS

- NOTES:
1. SCORE LINE SHALL BE 1/4 INCH DEEP V-GROVE.
 2. JOINTS SHALL MATCH THE CURB.
 3. SIDEWALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 8-14 OF THE STANDARD SPECIFICATIONS AND AS SHOWN ON THE STANDARD DETAILS
 4. SIDEWALK SHALL BE 6 INCH MINIMUM THICKNESS WHERE ADJACENT TO ROLLED CURB SECTION, OTHERWISE MINIMUM THICKNESS SHALL BE 4 INCH.
 5. THE CONCRETE MIX FOR SIDEWALKS SHALL BE AIR ENTRAINED CONCRETE CLASS 3000 IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 6-02.
 6. PLACING AND FINISHING OF SIDEWALKS SHALL BE PER SECTION 8-14 OF THE STANDARD SPECIFICATION. THE SURFACES ARE TO BE STRUCK OFF, TROWELED, LIGHTLY BRUSHED IN TRANSVERSE DIRECTION, THEN JOINED AND EDGED. THE FINISH REQUIREMENTS INCLUDE:
 - A. JOINTS SHALL BE TOOLED WITH 1/4 INCH RADIUS EDGER.
 - B. SIDEWALK EDGES TOOLED WITH A 1/2 INCH EDGER.
 - C. WHEN REPLACING SECTIONS OF EXISTING SIDEWALK OR WHEN NEW SIDEWALK ADJOINS EXISTING, NEW CONCRETE SHALL BE FINISHED TO MATCH THE EXISTING CONCRETE OR AS DIRECTED BY THE CITY ENGINEER. COLORING AGENT SHALL BE USED IN NEW CONCRETE TO MATCH EXISTING.
 - D. WHEN CASTINGS ARE LOCATED IN THE SIDEWALK, JOINTS SHALL BE INSTALLED TO CONTROL CRACKING. REBAR SHALL BE INSTALLED AS DIRECTED BY THE CITY TO STRENGTHEN SIDEWALK TO PREVENT CRACKING AT CORNERS OF CASTINGS AND OTHER BLOCKOUTS.

APPROVED BY: DONALD CAIRNS
TRANSPORTATION PLANNING AND ENGINEERING MANAGER

City of Redmond

STANDARD DETAILS

CURB AND SIDEWALK JOINTS

FILE NAME: SD303.DWG | DETAIL NUMBER: **303**

SITE NAME: BH CROSSROADS TO REDMOND_RIDGE_MSC

LOCATION ADDRESS: 16210 NE 90TH ST
REDMOND, WA 98052

MASTEC ID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.

OUTSIDE PLANT CONSTRUCTION
RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

P.E. STAMP DATE

DRAWN BY: N.T.

DATE: 07/06/2020

REVISIONS		
DATE	DESCRIPTION	INITIAL

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SCALE **HORZ:** N/A
VERT: N/A

SHEET 13 **OF** 17

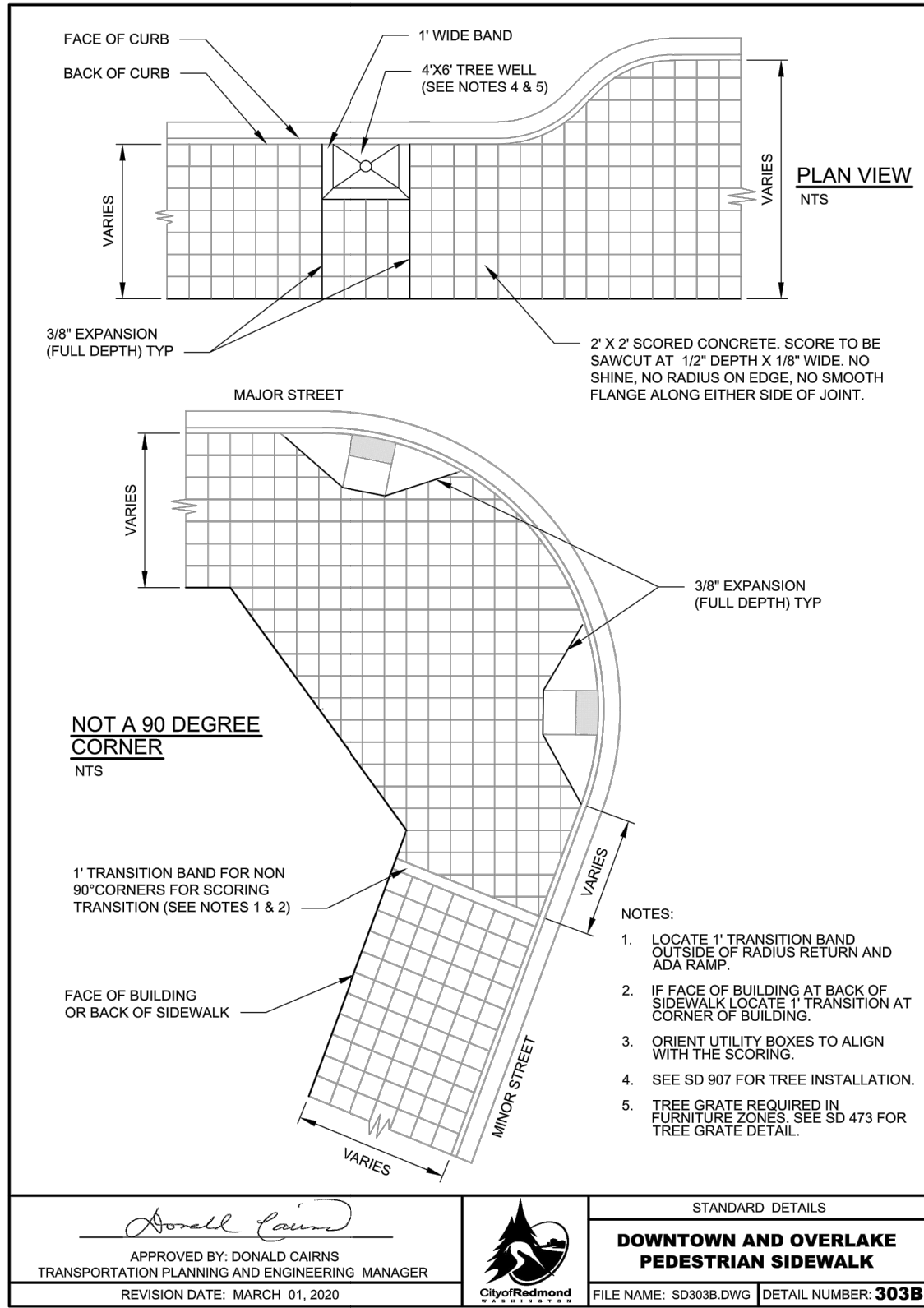
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MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.
OUTSIDE PLANT CONSTRUCTION
RED UNDERGROUND FIBER INSTALLATION

P.E. STAMP		DATE
DRAWN BY:	N.T.	
DATE:	07/06/2020	

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SCALE	HORIZ:	N/A
	VERT:	N/A
SHEET	14	OF 17



30"X60"X30" VAULT TYPICAL OLDCASTLE

MATERIAL PROPERTIES

THE FOLLOWING MATERIAL PROPERTIES FOR POLYMER CONCRETE PRODUCTS WERE ESTABLISHED THROUGH INDEPENDENT THIRD PARTY TESTING:

COMPRESSIVE STRENGTH	ASTM C 579	> 12,500 PSI
FLEXURAL STRENGTH (REINFORCED)	ASTM D 790	> 7,500 PSI
FLEXURAL STRENGTH (NON-REINFORCED)	ASTM D 790	> 3,000 PSI
MODULUS OF RUPTURE	ASTM C 99	≥ 3,000 PSI
WATER ABSORPTION	ASTM C 97	≤ 0.25%
IMPACT RESISTANCE	ASTM D 2444	> 70 FT-LB
FRICTION COEFFICIENT	ASTM C 1028	> 0.5
CHEMICAL RESISTANCE	ASTM D 543	RESISTANT, > 75% RETENTION
		PHYSICAL PROPERTIES

THIS UNIT (BODY & LID) MEETS OR EXCEEDS THE REQUIREMENTS OF ANSI/SCTE 77-2010, TIER-22 PERFORMANCE (DESIGN LOAD: 22,000 LBS / TEST LOAD: 45,000 LBS)

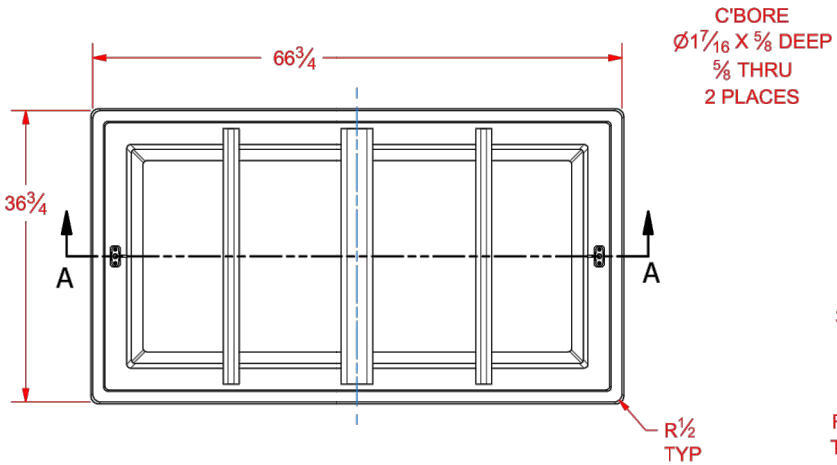
UPDATED: 6/29/2017

CUSTOMER APPROVAL

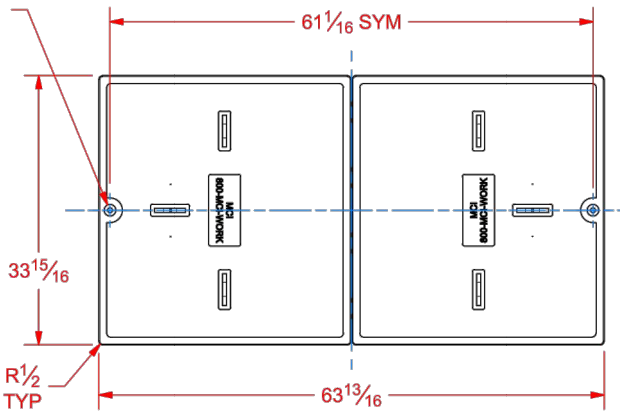
PRODUCT IS APPROVED IN ACCORDANCE WITH THE SPECIFICATIONS DESCRIBED ON THIS SHEET.

SIGNATURE

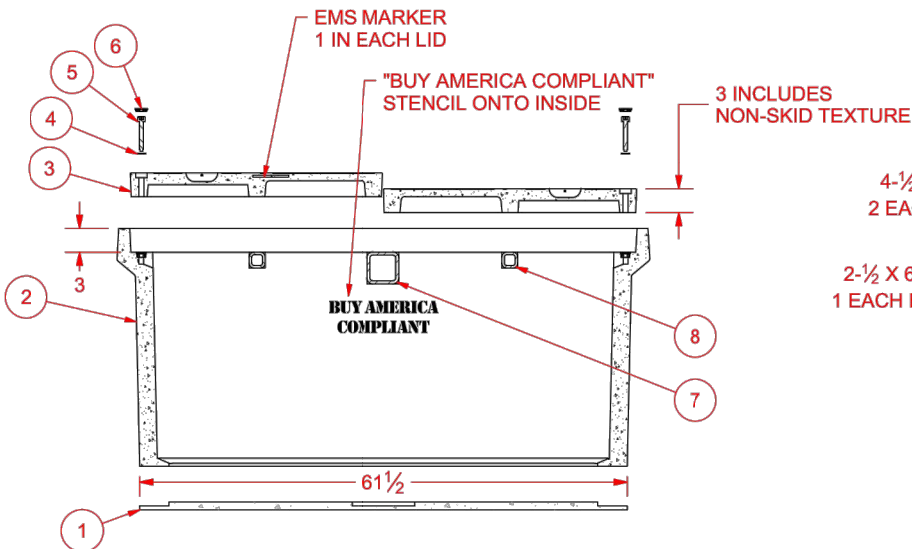
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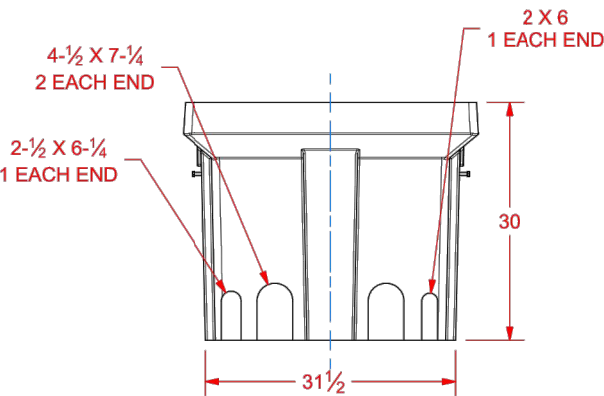
BOX - TOP VIEW



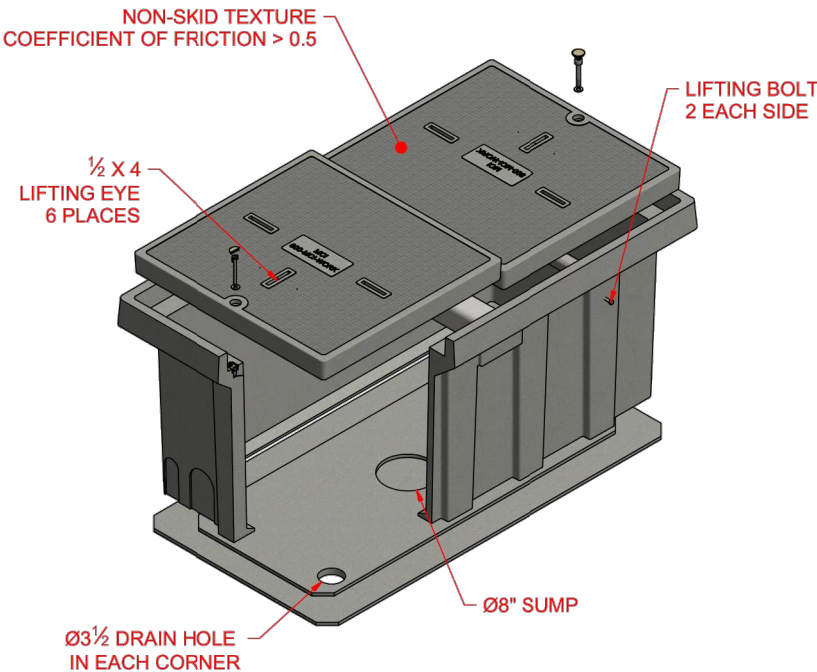
LID - TOP VIEW



SECTION A-A
WITH LID AND HARDWARE SHOWN



END VIEW



ITEM	QTY	SKU	DESCRIPTION
8	2	0700554	SQUARE TUBE 2X2X.313 (CUT TO 32-1/4)
7	1	0700567	SQUARE TUBE 4X4X.375 (CUT TO 32-1/4)
6	2	3011200	Dome Plug for R-Series Lids
5	2	05823400	BOLT, JOHNNY, SS, 1/2-6 ACME X 3-3/4 LONG HEX PIN
4	2	HWH-F11	WASHER, FLAT SST .531 ID x 1.062 OD .095 THICK
3	2	30605015	LID, PC3060 T22 - MCI
2	1	30602030	PC3060-30 BODY
1	1	MN02735	FLOOR, PC3060-30

Parts List			
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COPYRIGHT © 2014 Oldcastle Enclosure Solutions All Rights Reserved			
Oldcastle Enclosure Solutions 801 S PINE ST MADERA, CA 93637 1-800-486-7070			
DRAWN	RNUNES	4/2/2015	TITLE
CHECKED	MOLLINS	5/3/2015	UNIT, PC3060-30 TIER 22 - MCI 800-MCI-WORK - CONDUIT KNOCKOUTS AND POLYMER FLOOR
QA			
MFG			SIZE
APPROVED			C
			DWG NO
			30606100
			REV
			SCALE
			1
			SHEET 1 OF 1

CUSTOMER FORMAT DRAWING

TOTAL EST. UNIT WEIGHT: 941 LBS
EST. LID WEIGHT: 131 LBS (EA HALF) | EST. BODY WITH FLOOR WEIGHT: 679 LBS

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES TOLERANCE:
.XXX = ±.005
.XX = ±.010
.X = ±.030
FRACTION = ±1/8
ANGLE = ±1°

RELEASED FOR SUBMITTAL

LAST PLOT: 4/2/2015 @ 15:16

SEFNCO COMMUNICATIONS

MasTec

verizon

SITE NAME:

BH CROSSROADS TO REDMOND_RIDGE_MSC

LOCATION ADDRESS:

16210 NE 90TH ST
REDMOND, WA 98052

MASTEC ID NUMBER:

1807BDIO.18_UG_RED_90187

MCI METRO

ACCESS TRANSMISSION SERVICES, CORP.

OUTSIDE PLANT CONSTRUCTION

RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

DRAWN BY: N.T.

DATE: 07/06/2020

REVISIONS

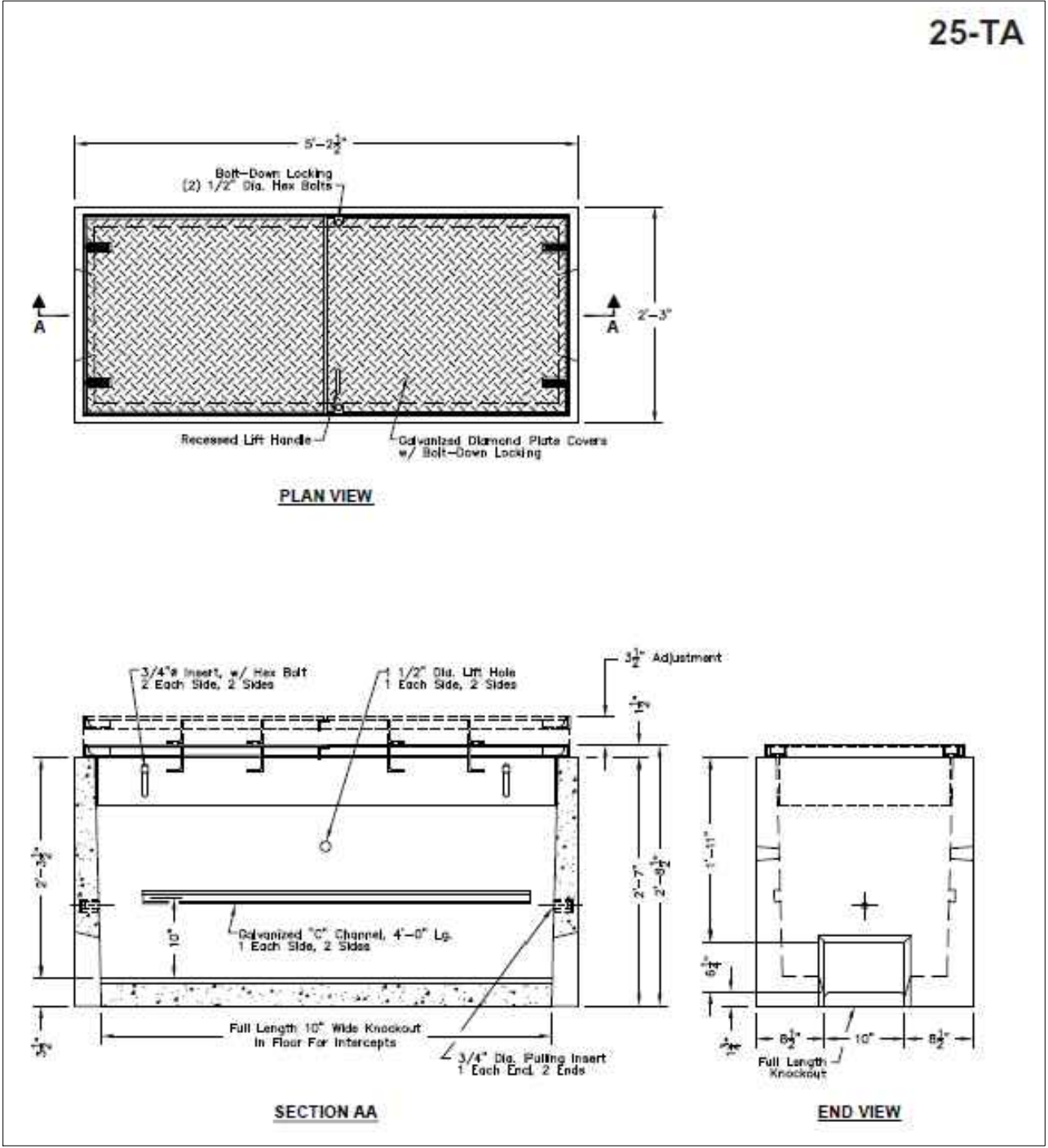
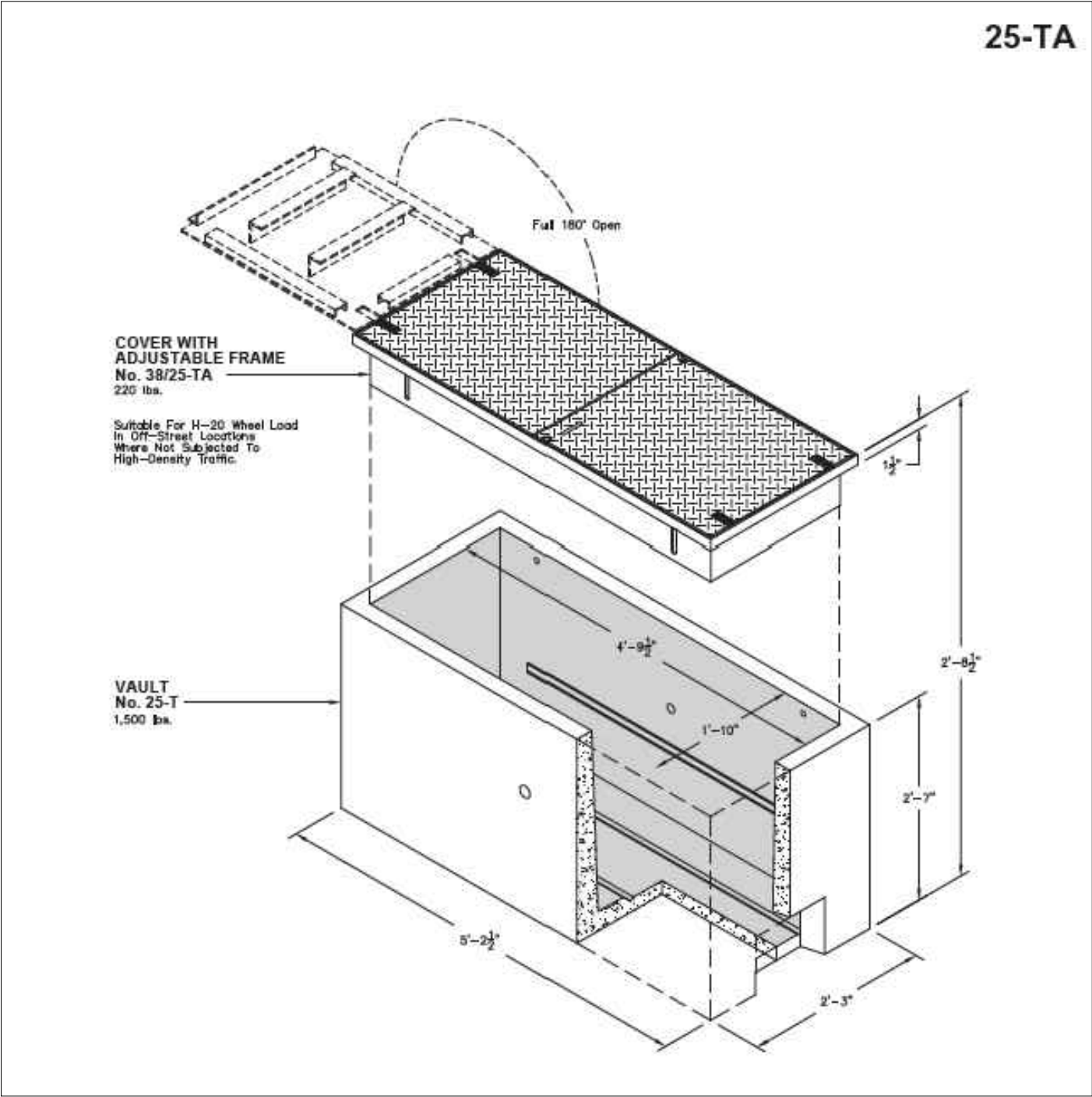
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SCALE: HORZ: N/A
VERT: N/A

SHEET 15 OF 17

TA-25 VAULT TYPICAL



SITE NAME:	BH CROSSROADS TO REDMOND_RIDGE_MSC	LOCATION ADDRESS:	16210 NE 90TH ST REDMOND, WA 98052	MASTEC ID NUMBER:	1807BDIO.18_UG_RED_90187

MCI METRO ACCESS TRANSMISSION SERVICES, CORP. OUTSIDE PLANT CONSTRUCTION RED UNDERGROUND FIBER INSTALLATION	ENGINEER:	D.V.

DRAWN BY:	N.T.	DATE:	07/06/2020

REVISIONS		
DATE	DESCRIPTION	INITIAL

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SCALE	HORZ:	N/A
	VERT:	N/A
SHEET	16	OF 17

4'x4'x4' OR 4'x4'x2' MANHOLE DETAILS

Diagram illustrating the reinforced concrete neck extension. The structure is U-shaped with a top width of 48" and a base width of 36". The height of the side walls is 12". A label points to the side wall with the text "REINFORCED CONCRETE NECK EXTENSION".

A technical line drawing of a circular metal grate, likely for a furnace or boiler. The grate has a central square area with a grid pattern. A label 'CARRIER LOGO' with a leader line points to a small, dark, rectangular mark in the center of this grid.

NOTES:

1. EACH COVER TO HAVE (4) PICK SLOTS FOR REMOVING.
2. STAMP CARRIER'S ID IN COVER.
3. ACCESS HOLE: 30"

Diagram of a 12' x 4' standard sump. The diagram shows the layout of the sump with dimensions and labels for various components:

- UPPER SECTION:** The top portion of the sump, measuring 12' in length and 24" in height.
- LOWER SECTION:** The bottom portion of the sump, measuring 12' in length and 24" in height.
- 12' X 4' STANDARD SUMP:** The overall dimensions of the sump.
- 1" PVC SLEEVE FOR GROUND ROD:** A sleeve used for grounding, shown on the right side of the sump.
- 4" DIAM. TERMINATORS (FOR SCH. 40 PIPE) 4 EACH WALL:** Four terminators are shown on each wall, with a diameter of 4 inches.
- Dimensions:**
 - Overall length: 12'
 - Overall width: 4'
 - Upper section height: 24"
 - Lower section height: 24"
 - Right side width: 16"
 - Right side height: 24"
 - Right side width: 16"
 - Right side height: 24"
 - Right side width: 16"
 - Right side height: 24"
 - Right side width: 16"
 - Right side height: 24"

REINFORCED CONCRETE MANHOLE (UPPER SECTION)
WEIGHT: +4300 LBS.

60"

60"

20"

4" DIAMETER TERMINATOR (TYP.)

6"

27"

4" DIAMETER TERMINATOR (TYP.)

FULL IRON (TYP.)

1" PVC SLEEVE & GROUNDING ROD

48"

30"

22"

12" X 4" STANDARD SUMP

60"

60"

Technical drawing of a 12' x 12' x 24' splice case, showing upper and lower sections. The drawing includes dimensions and notes for construction.

Dimensions:

- Overall width: 48"
- Overall height: 24"
- Section height: 24"
- Section width: 12"
- Section depth: 19"
- Section depth: 30"
- Section depth: 7"

Notes:

- NOTE: INSERT SPACING ARRANGED FOR FIBER OPTIC CABLE "3M" SPLICE CASE
- PULL IRONS (TYP.) 1 EACH WALL CENTERED UNDER TERMINATORS

Labels:

- UPPER SECTION
- LOWER SECTION

Text:

375" X 1.50" FULLY THREADED BOLTS AND INSERTS (2 BOLTS AND INSERTS EACH WALL)

NOTES:

1. VOID IN EXCAVATED AREAS TO BE BACKFILLED WITH SELECT MATERIAL.
2. BOTTOM OF EXCAVATED PIT TO BE BACKFILLED WITH 12" OF CRUSHED STONE (3/4" GRADE).
3. SHORING WILL BE REQUIRED.
4. ALL MANHOLES SHALL BE PLACED WITH COVER FLUSH WITH EXISTING GRADE.

Diagram illustrating the plan and profile views of a manhole installation.

PLAN View: Shows a square manhole structure with dimensions of 72" by 72". The area around the manhole is labeled "SUITABLE DIRT BACKFILL".

PROFILE View: Shows the vertical dimensions and components of the manhole installation. The dimensions are: 18" (top section), 45" (main structure), 6" (base), and 12" (bottom section). The components labeled are: EXISTING GRADE, SUITABLE DIRT BACKFILL, MANHOLE, PVC, OR 68R/GSP CONDUIT (TYP.), and CRUSHED STONE.

MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.
OUTSIDE PLANT CONSTRUCTION
RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

	P.E. STAMP	DATE
DRAWN BY:	N.T.	
DATE:	07/06/2020	

[illegible]

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SCALE	HORZ:	N/A
	VERT:	N/A

SHEET 17 OF 17



Memorandum

Date: 3/7/2023
Meeting of: City Council

File No. AM No. 23-024
Type: Consent Item

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

Technology and Information Services	Michael Marchand	425-556-2173
Human Resources	Cathryn Laird	425-556-2125

DEPARTMENT STAFF:

Technology and Information Services	Courtney Miller	Technology Project Manager
Technology and Information Services	Jackie Yip	Senior Systems Analyst

TITLE:

Approval an Agreement with UKG, for an Additional Amount of \$94,500, for Workforce Management Phase 2

OVERVIEW STATEMENT:

The Workforce Management Phase 1 project was completed with the implementation of Timekeeping. Phase 2 will implement Core HR and Payroll processes. A change order to the original contract was negotiated for Phase 2 work.

Staff is asking council to approve an addition to the UKG contract in the amount of \$94,500 for additional consulting, project management, and travel expenses. This increase was accounted for and included in the 2023-2024 BTIP budget allocation.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2023/2024 BTIP
- **Required:**
Council approval is required for contracts exceeding \$50,000.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Workforce Management Phase 2 benefits include:

- Integration of Core HR & Payroll with existing Timekeeping
- Integration of Core HR & Payroll with D365 Finance system
- Increased self-service options for employees and managers for HR processes
- Streamlined Payroll processes with improved reporting
- Eliminate risk associated with an outdated system (current system end of life 2027)

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:

Workforce Management Phase 2 change order is time and materials with a max of \$94,500. The City will be invoiced monthly as hours are incurred.

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

Budget Offer Number:

0000123

Budget Priority:

Strategic and Responsive

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

If yes, explain:

N/A

Funding source(s):

Costs associated with the implementation will come from the 2023/2024 BTIP.

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/12/2018	Business Meeting	Approve
4/23/2019	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
6/3/2019	Business Meeting	Approve
6/25/2019	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/23/2019	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/25/2019	Business Meeting	Approve
2/28/2023	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Current Core HR/Payroll solution will be de-supported in 2027.

ANTICIPATED RESULT IF NOT APPROVED:

If the change order is not approved, there is a risk that the City would need to look for an alternative solution to replace current outdated software.

ATTACHMENTS:

Attachment A: City of Redmond - Contract Amendment form
Attachment B: City of Redmond - UKG Project Change Order form
Attachment C: City of Redmond - Existing UKG Statement of Work
Attachment D: City of Redmond - UKG Dimensions Agreement

Amendment No. _____	Organization and Address	
Original Agreement Number	Phone:	
Project Number	Execution Date	Completion Date
Project Title	New Maximum Amount Payable \$	
Description of Work		

The Local Agency of _____
 desires to amend the agreement entered into with _____
 and executed on _____ and identified as Agreement No. _____
 All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to the agreement are described as follows:

I

Exhibit A, SCOPE OF WORK, is hereby changed to read:

II

Exhibit B, WORK SCHEDULE, is amended to change the date for completion of the work to read:

III

Exhibit C, PAYMENT SCHEDULE, shall be amended as follows:

as set forth in the attached Exhibits, and by this reference made a part of this amendment.

If you concur with this amendment 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



PROJECT CHANGE ORDER FORM

Customer Name CITY OF REDMOND - 6115682

Solution ID 6115682

Bill to 6115682 CITY OF REDMOND 15670 NE 85TH STREET #3SFN REDMOND, WA 98052

Ship to 6115682 CITY OF REDMOND 15670 NE 85TH STREET #3SFN REDMOND, WA 98052

Payment Terms Net 30 Days

Customer Purchase Order

Kronos Practice Public Sector 20127

Sales Person David Chetlain

Project # 47537

Operating Unit / Currency KRONOS US OU / USD

New task required Yes

New project required No

Project Budget Impact

Billing Role	Item	UOM	Contract Type	Previous Order #	Qty in Hours	Rate	Ext Amt
Application Consultant	9990118-PRO	HR	Estimate		525	180	94500.00
Totals					525		94500.00

Amounts exclude tax

Authorization Signatures

(I authorize the change to the UKG Project Budget, as described above, and I authorize UKG to invoice for the amount applicable.)

(I authorize the change to the UKG Project Budget, as described above, and I authorize UKG to invoice for the amount applicable.)		
Authorized Customer Contact Name and Title/Role	* Signature	Date

Comments

<p>Except as specifically amended by this Change Order, all other provisions of the relevant Service Work Order or Statement of Work (as applicable) remains un-amended and in full force and effect.</p> <p>New Project in support of Time & Material Services augmenting Phase 2 – HCM Fixed Price plus hours not to exceed project. Hours by line item are not to exceed without an approved change order supporting a change in scope. Hours will be billed monthly as consumed.</p> <p>a. Project Management Services* 150 hours \$180 \$27,000</p> <p>b. Solution Consultant Services** 525 hours \$180 \$94,500</p> <p>c. Estimated Expenses*** \$10,480</p> <p>*Estimated Project Management Services are in support of a timeline extension, up to 3 months at the estimated 5 hours per week average and to organize/plan the additional Solution Consultant hours as necessary.</p> <p>**Estimated Solution Consultant hours support a timeline extension of up to 3 months.</p> <p>**Additional data conversion, workforce management assistance, and two onsite visits for up to four days for two consultants.</p> <p>*** Actual expenses will be invoiced as incurred.</p> <p>Travel Expenses estimated are in support of 2 on-site visits for 2 resources.</p> <p>Expenses</p> <p>City of Redmond agrees to reimburse travel expenses incurred by UKG within the then-current GSA guidelines for lodging and per diem rates for King County, Washington, up to \$11,000 for four (4) onsite visits throughout the life of the contract. UKG shall use reasonable efforts to obtain the lowest available fares. The reimbursement of travel expense is limited to directly associated airfare, lodging, meals, airport parking, car rental, and airport transportation. UKG shall invoice the City for reimbursement of travel expenses as incurred and payment thereof shall be due net thirty (30) days from the date the invoice is received. An invoice requesting travel reimbursement shall contain an itemized listing of expenses including the name of UKG staff incurring the expense along with the dollar value and date the expenses were incurred. No reimbursement shall be made without a corresponding receipt.</p>

Order Management Internal Use Only

If Change Order processed please select box	<input type="checkbox"/>	Date	
--	--------------------------	-------------	--

Statement of Work for CITY OF REDMOND

Workforce Dimensions New Implementation

Sales Executive	Daniel Crabtree
Author	Tammy Hilsgen
Expiration Date	9/30/2019
Quote Number	2019-52055
Revision #	4
Opportunity ID	Opp-281791
Status	Approved
Customer SID	6115682

Overview

This Statement of Work ("SOW") provides an overview of the project including scope, approach, costs, and how the project will be managed. To support a successful onboarding to the Workforce Dimensions™ platform, the customer will provide the required internal project resources.

Customer Goals

City of Redmond is looking for a time & labor solution to help control labor costs, minimize compliance risk, and improve workforce productivity. The Workforce Dimension solution will be used to tackle each of these workforce management challenges with a single solution, on a single, easy to maintain platform. Kronos will provide professional services to implement Workforce Dimension solution.

City of Redmond has requested a single deployment of all outcomes of Workforce Dimensions (Time & Attendance, Human Resources as well as Payroll) for all 900 employees.

Professional Services Cost leveraging WF Dimensions Sales Promotion valid through September 30, 2019.

Project Outcomes

Kronos will deliver a solution whereby the customer can expect the following outcomes:

Time Capture and Workflow Automation

Proactive exception Management


Adherence to policy through automated pay calculations


- Visibility to time off balances
- Automated time collection
- Visibility into labor tracking and accounting
- Mitigation of Risk

Absence Management

- Automated accrual policies
- Efficient and accurate leave management
- Consistent enforcement of attendance policies

Manage the employee life cycle

- Automated HR processes
- Automated Benefits Administration 
- On/Off-boarding workflow automation
- Access to employee HR information and self-service workflows
- Manager visibility to direct report HR information
- Improved compliance with government and/or union regulations

Manage ACA compliance across the workforce 

- Policy automation
- Employee workflow notification of benefit eligibility
- IRS forms reporting

Automate compensation planning for improved visibility and governance

- Visibility to compensation planning phases



- Automated enforcement of compensation guidelines
- Information to enable equitable compensation decisions


Maximize automation of all payroll related processes

- Balancing and auditing controls
- Quarterly legislative update pushes
- Enable a paperless pay practice
- Compliant pay calculations, tax deposit and tax filing management processes
- Payroll journal automation
- Year-end processing capabilities
- Enable employee self-service to reduce payroll inquiries

Proposed Solution

Entitlement	Project Type
Workforce Dimensions Timekeeping Salaried	Net New
Workforce Dimensions Timekeeping Hourly	Net New
Workforce Dimensions Accruals	Net New
Workforce Dimensions Leave	Net New
Workforce Dimensions Absence	Net New
Workforce Dimensions Human Resources	Net New
Workforce Dimensions ACA	Net New
Workforce Dimensions Compensation Management	Net New
Workforce Dimensions Payroll	Net New

Project duration is expected to be 52 working weeks, based upon our experience with our customers and solutions. Depending upon the preparation and engagement of your organization, there may be opportunity to complete the project in a compressed duration. However, if project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process. In this circumstance, Kronos may issue a change order to ensure the appropriate budget is available.

Kronos will deliver the scope of this project utilizing a blended approach. A blended approach combines onsite and remote resources. For this project, Kronos is estimating 8 onsite visits  mutually agreed upon points of the project timeline. An onsite visit is defined as a single resource at the customer location for up to 5 consecutive business days. Throughout the project, Kronos will make recommendations for work mix based upon project objectives and deliverables.

Educational Services

Kronos KnowledgeMap™

Targeted self-paced training is included within Kronos KnowledgeMap™ to get the customer team knowledgeable quickly and to maximize solution adoption. Kronos KnowledgeMap™ is an online education portal providing anytime, anywhere access to Workforce Dimensions learning.



Kronos KnowledgeMap™ Live

Onboarding is accelerated with instructor-led training delivered via Kronos KnowledgeMap Live. A Kronos KnowledgeMap Live pass provides progress tracking with the flexibility to send team members and new users to virtual webinar and hands-on instructor led training. Classes are offered by job role on a rotating course schedule to ensure the right training at the right time, including:

Core Team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.

Application Administrator training to prepare functional super users to perform daily and periodic system administration tasks.

IT Specialist training to prepare technical super users to perform tasks in areas such as security, device management and integration.

The following Kronos KnowledgeMap™ Live Passes are proposed:

Number	Year
10 passes for core project team members	1
5 passes for key functional and technical team members, renewable	2+

User Adoption Consulting



A critical component of success is dependent on users. A Kronos User Adoption Consultant will help empower designated customer resources to support the delivery of change management and user training for managers and employees by providing:

- A structured change management and training framework
- Preparing for Change and User Training Workshop
- User Training Toolkit including Task Matrix and Job Aids

Project Approach

The Kronos onboarding process is driven by value and enabling business outcomes. This approach, focused on accelerated time to value uses tools and techniques, such as industry and region-specific configuration, Kronos process recommendations, dynamic documentation, and accelerated testing processes. All project information is available online to allow project team members access to project status, contact information, issues log, test case tracking, training plan, etc. at any time.

The onboarding process will be completed in three iterative phases: Initiate, Collaborate, and Adopt.


Project Leadership

Kronos will provide guidance through the life cycle of the project and provide best practices to implement the solution. As the main point of contact, the Kronos Project Manager will partner with the customer project leadership to develop the project plan to ensure objectives are achieved. The Kronos Project Manager will also deliver a collaborative workspace, which will serve as the dashboard for all aspects of the onboarding process.

Initiate

This first phase of the project lays the foundation for the project.





During this phase, the Kronos team will work together with the customer team to review goals and success criteria and share project assumptions. Teams will set and understand expectations, share project plans and agree upon the process of working together. The Kronos team will gather information and establish baseline configuration according to recommendations by industry and refine to meet customer-specific policy and practice requirements. The Kronos Project Manager will also introduce the concepts of change management, testing, and end user education.

Once these items are complete, the Collaborate phase will begin.

Collaborate

As the project moves into Collaborate, both teams will partner to create the best solution for the customers' organization. Kronos will recommend practices and configuration based on industry and geography and fine tune those recommendations iteratively, to meet customer-specific needs and desired outcomes. This approach helps to define and refine the final solution. During this phase, the Kronos team will share the solution in action, which better allows informed decisions about the processes to be instituted. In turn, there is a better understanding of the specific scenarios to include in testing and end user training. As the solution is being finalized, both teams will focus heavily on testing efforts to ensure that the solution is well-prepared for adoption.

The project transitions into acceptance testing leveraging the Accelerated Testing Process. As part of the Solution Quality Assurance – Select Services included in scope, Kronos will create custom rule-based manual and automated tests to validate your Kronos product, as well as guidance to the customer-side team to prepare relevant use cases, integrations, and unique business process tests. The customer team will execute these tests, record the result, reporting successes and issues. To maximize effort and execution of acceptance testing, Kronos will provide leadership and counsel during the initial weeks of testing. The teams will work collaboratively in the testing workspace which will provide up to date information and metrics on the status of testing.

Adopt

The final phase is Adopt – when both teams realize the outcomes of the previous phases. It is at this stage that the solution is measured against the goals and objectives this project set out to achieve. Here the goals, success criteria, change management, and risk management efforts culminate as both teams work collaboratively to deploy the solution to end users.

Kronos will oversee 1 deployment group(s). After which the Kronos project manager will transition the completed scope to Kronos Global Support for post-implementation support.

Project Team Responsibilities

Customer team participation is key to the success of the project. Early on, it is important to select a well-suited project team. Selecting the right project team and ensuring availability to work with various project team members and end users will ensure project success.

In the instance an organization is comprised of multiple businesses and/or locations, it will be important to select team members who are knowledgeable of the policies and practices utilized within each of those groups.

The information below will help with planning the team's responsibilities and time commitments.



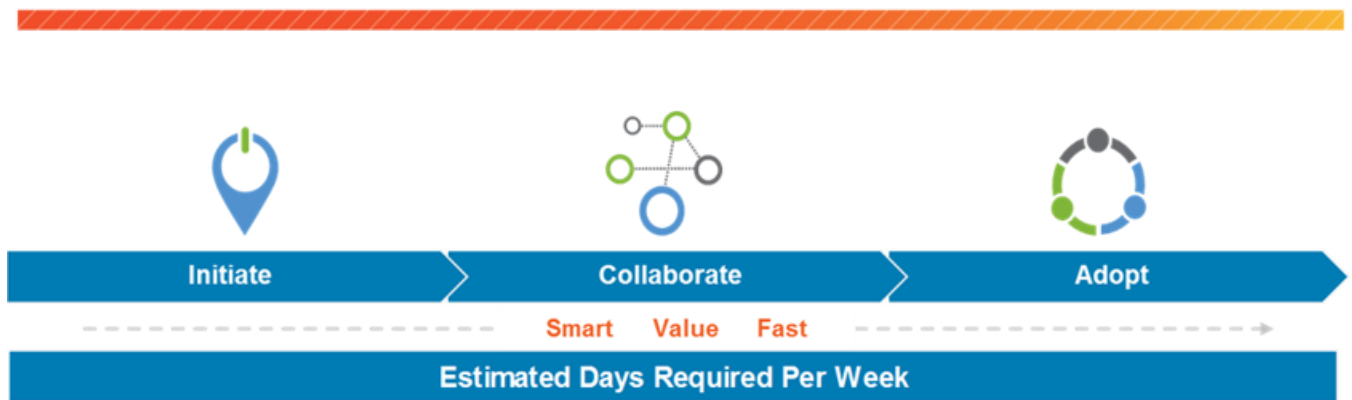
Roles/Responsibility	Executive Sponsor	Project Manager	Subject Matter Experts	Technical Experts
Overall success of the implementation	•	•		
Internal communications to endorse the project and prepare resources/end users for upcoming changes	•	•		
Completion of customer tasks and deliverables		•		
Schedules resources, mitigates risks, and works within the project schedule		•		
Gathers and defines business rules and policies		•	•	
Attends standard weekly or bi-weekly status meetings		•	•	•
Identifies and supplies interface/integration information		•	•	•
Attends all defined Kronos product training		•	•	
Helps create and execute test plans to ensure a successful implementation		•	•	
Provides network related information, helps configure Kronos clocks and any browser settings, if applicable		•		•
Attends important meetings including milestone meetings and phase reviews	•	•	•	•
Endorses the Kronos system to other managers/departments	•	•	•	•

Project Team Availability

The chart below outlines the commitment for each of the customer team resources in the project. Keep in mind that more than one Subject Matter Expert may be needed, or there may be one Expert with experience in multiple areas. Customer resource requirements may need to be scaled based on the size and complexity of the project.

There may also be occasion throughout the project to engage Subject Matter Experts from select businesses/locations as determined by the customer, as a supplement to the project team.








Executive Sponsor	>1 day	>.5 day	.5 day	
Project Manager	3+ days	3+ days	3+ days	
Subject Matter Expert1	1.5 - 2 days	3+ days	3+ days	
Subject Matter Expert2	1.5 - 2 days	3+ days	3+ days	
Technical Expert	> .5 day	> .5 day	1 day	

Solution Assumptions

Workforce Dimensions

- 2 tenants included in this deployment
- The Authentication method will be Single Sign On 
- Number of Solution Development Workshops
 - 1 Business Structure 
 - 1 Timekeeping Salaried
 - 1 Timekeeping Hourly
 - 1 Accruals
 - 1 Leave
 - 1 Absence
 - 1 Workforce HR
 - 1 Compensation Management
 - 1 Workforce Payroll
- Workforce Dimensions will support project tracking requirements with the following criteria and scope:
 - Maximum 90 active projects at a time 
 - New Projects are being added less than 10 times a month
 - Project updates typically happen seasonally (around year end and beginning of construction)
 - Projects have a 1:1 relationship with a GL Account Number
 - Projects will be configured as Labor Category Entries with the GL information as part of the Entry
- Customs are not anticipated and excluded from this scope.
- Kronos will lead project coordination with Cornerstone around the integration between the two solutions. The City of Redmond will remain engaged and authority over decisions as Cornerstone is the City's vendor.



Workforce Dimensions Timekeeping

- Number of Employee Groups (A group of employees who are governed by a set of similar workforce management policy rules.)
 - 10 for Timekeeping Hourly (includes 7 unions)
 - 2 for Timekeeping Salaried

Workforce Dimensions Accruals

- 30 Accrual policies




Workforce Dimensions Leave

- 1 Leave Pay Group(s) included
- 1 State Leave Group(s) included


Workforce Dimensions Absence

- 1 Attendance Group(s) included

Workforce Dimensions HR


- 1 Federal Employer Identification Numbers (FEINs) included
- 20 checklists, workflows and custom forms 
- 2 plan years for complete benefits build including open enrollment 
- Position Management enabled
- Will be deployed with a 3rd party Talent Suite 

Workforce Dimensions HR Data Conversion Services


Data conversion services provide a one-time HR data load into Workforce Dimensions using customer-supplied data in a standard Kronos-supplied template, or legacy reports if available. This service includes loading HR employee demographics and benefits for the current year for active and terminating employees by means of: 

- Cost centers/business structure & jobs
- Termination details, base pay compensation & employee job history
- Employee benefits, dependents, beneficiaries & emergency contacts setup using up to three customer-provided benefit carrier census reports
- Loading up to three (3) types of HR optional data, for example: training, skills, certifications, etc.
- 1 additional HR data load(s) -- Full Overlay

Workforce Dimensions Payroll


- Payroll setup for 1 EINs
- 2 unique pay cycles included
- Payroll deployment at the start of Q4 
- Tax Deposits and Filing using BSI (In-House)
- 1 G/L account structure(s) included
- 2 Kronos-led parallel testing cycles included
- Support for 2 production payroll cycles included

Workforce Dimensions Payroll Data Conversion Services

Data conversion services provide a one-time load of Payroll data into Workforce Dimensions using customer-supplied data in a standard Kronos-supplied template or legacy reports if available. This service includes loading Payroll setup data and paycheck history for up to 1 EINs for the following: 

- Employee setup for taxes, earnings, deductions & direct deposit



- Paycheck history
- 1 additional Payroll employee setup data load(s) -- Full Overlay
- 1 prior year(s) of Paycheck history in addition to the current year 

Product Link Standard Integration



- Kronos Workforce Dimensions/TeleStaff Link
 - WF TeleStaff must be on version 7 for integration with WF Dimensions. Services to implement or upgrade existing WF TeleStaff solution to v7 is excluded from this scope.

Real-Time Standard Integration Templates



- Microsoft Outlook Office 365 Integration (hosting required)

Scheduled Workforce Dimensions Integration Templates

Kronos will deliver the following integrations using the Dell Boomi™ Workforce Dimensions Integration Platform. All integrations listed in this section are assumed to be low to medium complexity. Interfaces are scheduled via Workforce Dimensions and transferred to the Workforce Dimensions secure FTP (SFTP) environment.

- 1 Employee Data Import (NeoGov to Kronos) 
- 1 Skills and Certifications Import (Cornerstone to Kronos) 

Scheduled Workforce Dimensions HCM Integration Templates

- 2 Benefit Enrollment Export (834 standard format)
 - City of Redmond responsible for the remaining 11 Benefit Enrollment Exports.
- 2 Employee Deduction Election Import
 - City of Redmond responsible for the remaining 11 Employee Deduction Election Imports
- 4 Employee Demographic Export (1 - NeoGov, 1 - Cornerstone, 2 - Dynamic AX) 
- 1 Positive Pay Export
- 1 Payroll Journal Export to G/L, 1 Account Structure
- Kronos Standard Template for ACH Integration
- 1 Performance Evaluation Import (Cornerstone to Kronos) 

One-Time Data Loads

- 1 Leave Case Import
- 1 Leave Hours Taken Import
- 1 Accrual Balance Import
- 1 Employee Data Import

Additional integrations not listed in this document are excluded from scope and if required may be completed by City of Redmond or trigger a Kronos change order request for additional billable services.

Data Extraction Toolkit

This toolkit permits extraction of data which enables sharing Workforce Dimensions data with other key business systems, such as Customer Relationship Management, Enterprise Data Warehouse, Enterprise Resource Planning, Point of Sale, Finance, and other solutions. Data can be extracted in the following standard views as needed: Timecard, Person, Schedule, Schedule Group and Totals.

Core API Empowerment



This engagement includes 5 days of consulting services for assistance with troubleshooting the Workforce Dimensions API's and provide best practice guidance to achieve optimal application performance.

Services Investment Summary

This SOW represents a fixed fee engagement. Travel expenses will be invoiced as incurred and not included in the services in this statement of work. Travel expenses are estimated to be \$1,500 per trip for 1 resource, up to 5-consecutive business day visit. Additional trips and/or resources may impact the budget. 8 individual trips are anticipated for this project for a total travel estimate of \$12,000. The City of Redmond required advanced notice of travel and actual receipt will be submitted following GSA guidelines.

Service Type	
Professional Services	\$434,720.00
Educational Services	\$7,800.00
	\$442,520.00

Fixed-Fee Invoice Schedule

Project Phase	Milestone #	Deliverable	Invoice Amount
Initiate	1.1	Delivered Project Plan	\$ 22,076.00
	1.2	Delivered Training Plan	\$ 22,076.00
	1.3	Test URL Provided and Access Validated	\$ 22,076.00
	1.4	Complete Project Team Fundamentals Training	\$ 22,076.00
	1.5	Sign Authorization to Proceed to Solution Development Milestone Document	\$ 44,152.00
Initiate Phase Total			\$ 132,456.00
Collaborate	2.1	Complete First Solution Development Workshop	\$ 44,152.00
	2.2	Complete First Integration Development Workshop	\$ 44,152.00
	2.3	Final Solution Walkthrough	\$ 22,076.00
	2.4	Complete Interface Build	\$ 22,076.00
	2.5	Sign Authorization to Proceed to Testing Milestone Document	\$ 22,076.00
	2.6	Completion of User Acceptance Testing	\$ 44,152.00
Collaborate Phase Total			\$ 198,684.00
Adopt	3.1	Sign Authorization to Proceed to Configuration Cutover Milestone Document	\$ 44,152.00
	3.2	Sign Authorization to Proceed to Go live Milestone Document	\$ 44,152.00
	3.3	Deployment - Transition to KGS	\$ 22,076.00
Adopt Phase Total			\$ 110,380.00
Fixed Fee Services Total			\$ 441,520.00

Education Subscription will be invoiced per the Sales Order and Travel expenses will be invoiced as incurred.



Service Deliverable Acceptance Process

At the specified milestones described in the Fixed Fee Invoice Schedule, we will deliver completed project service deliverables for review and approval. Service deliverables shall be accepted or rejected within 10 consecutive business days from the time of submittal for acceptance. Service deliverables shall be deemed accepted in the absence of review or response of acceptance within this specified time. The use or partial use of any service deliverable constitutes acceptance of that service deliverable. Feedback supplied after the review period will be evaluated as a potential change of scope.

The Service Deliverable Acceptance Process is described below.

- **Submission of Service deliverables**
The Kronos Project Manager, or designee, will prepare a Service Deliverable Acceptance Form (see example below) and forward with the respective service deliverable to the Customer Project Manager, or Customer designee, for consideration.
- **Assessment of Service Deliverables**
The Customer representative will determine whether the service deliverable meets the requirements as defined in this SOW and that the service deliverable is complete. Additional work on, or changes to, an accepted service deliverable that are requested by the Customer will be managed through the Change Management Process.
- **Acceptance / Rejection**
After reviewing, the Customer will either accept the service deliverable (by signing and dating the Service Deliverable Acceptance Form) or will provide a written reason for rejecting it and will return the Service Deliverable Acceptance Form to the Kronos team. If feedback from multiple Customer representatives is received, then the Customer Project Manager, or Customer designee, will consolidate that feedback before delivering it to the Kronos team.
- **Correction of Service Deliverables**
Kronos will correct in-scope problems found with the service deliverable and will address the correction of out-of-scope changes according to the Change Management Process. Kronos will submit a schedule for making changes to the service deliverable within two (2) business days of receiving a rejected Service Deliverable Acceptance Form. Once Kronos corrects all previously identified in-scope problems, the service deliverable will be deemed accepted.
- **Monitoring and Reporting**
The Kronos project team will track service deliverable acceptance. Updates on service deliverable acceptance will be included in the status report and discussed in the status meeting. Service deliverable acceptance issues that cannot be resolved will be elevated to the Project Steering Committee.



Signatures and Approvals

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: _____ Date: _____

Title: _____

This Statement of Work is subject to the CITY OF REDMOND's agreement with Kronos governing Professional and Education Services. By signing below, the authorized CITY OF REDMOND's representative agrees to purchase the services described herein.

ACCEPTED AND AGREED
CITY OF REDMOND

By: _____ Date: _____

Title: _____

CITY OF REDMOND may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2019.



Appendix A – Hourly Rates

The City of Redmond may request additional services beyond the scope of this SOW on a Time & Materials basis. The purchase of additional services will be billable based on the following hourly rates.

Professional Services Role	Hourly Rate
Workforce Dimensions Onboarding Services	\$180.00
Workforce Dimensions Advisory Services	\$225.00
Workforce Dimensions Advanced Testing Services	\$180.00
Workforce Dimensions Education Consulting	\$180.00
Workforce Dimensions User Adoption Services	\$180.00



Workforce Dimensions™ Agreement

This Workforce Dimensions™ Agreement (the “Agreement”) governs the provision of Kronos’ Workforce Dimensions software as a service and other related offerings by Kronos Incorporated and its Participating Entities (“Kronos”) to City of Redmond and its Participating Entities (“Customer”). Capitalized terms not defined within the text of the Agreement are defined in Exhibit F.

This Agreement consists of this execution page and the following exhibits, which are incorporated by reference, and which form an integral part of this Agreement:

- Exhibit A: General Terms and Conditions
 - Attachment A-2: Professional and Educational Services Policies
 - Attachment A-3: Service Level Agreement
- Exhibit B: Workforce Dimensions Cloud Guidelines:
- Exhibit C: Success Plans
 - Attachment C-1: Success Plans
 - Attachment C-2: Support Policies
- Exhibit D: Acceptable Use Policy (AUP):
- Exhibit E: AtomSphere Service and Boomi Software
 - Attachment E-1: Boomi Flow Down Provisions
- Exhibit F: Definitions
- Exhibit G: Add-Ins
- Attachment H: Information Privacy and Security Agreement

The description of the type, quantity, and cost of the specific offerings being ordered by Customer will be described in an Order Form, that will be mutually agreed upon and signed by the Parties pursuant and subject to this Agreement. If Implementation Services are to be delivered by Kronos, the Parties may need to execute a Statement of Work, which will set forth the scope, objectives and other business terms of the Implementation Services ordered with the Order Form. Consistent with Kronos’ obligations under the Information Privacy and Security Agreement included as Exhibit H, Kronos is responsible for work performed by subcontractors who perform services or host or access Customer Data pursuant to this Agreement.

This Agreement will serve as a master agreement for the Service and its related offerings. This Agreement contemplates that Participating Entities will enter into multiple Order Forms. This approach will allow the Parties to contract for additional or diverse products or services simply by signing a mutually agreeable Order Form and SOW, if applicable, without having to renegotiate or re-execute this Agreement. When Participating Entities enter into an Order Form, they are deemed to be "Customer" for purposes of this Agreement for that Order Form. Similarly, the Kronos entity that enters into an Order Form is deemed to be "Kronos" for purposes of this Agreement for that Order Form.

Kronos Incorporated	Customer City of Redmond
Dated:	Dated: Mary Lavoie <small>Mary Lavoie, Business Project Manager, OM Aug 21 2019 4:05 PM</small> 8/29/2019
By:	By: John Marchione cosign
Name:	Name: JOHN MARCHIONE
Title:	Title: MAYOR

Exhibit A: General Terms and Conditions

Article 1. Order Forms

1.1 The following commercial terms may appear on an Order Form:

- a. The Application(s) included in the Service, and the other offerings being ordered by Customer
- b. Billing Start Date (i.e., the date the billing of the PEPM Fees commences)
- c. Initial Term (i.e., the initial billing term of the Service commencing on the Billing Start Date)
- d. Renewal Term (i.e., the renewal billing term of the Service)
- e. Billing Frequency (i.e., the frequency for the invoicing of the PEPM Fees such as Annual in Advance or Monthly in Arrears)
 - i. "Annual in Advance" means payment is due on an annual basis with the invoice being issued upon execution of the Order Form.
 - ii. "Monthly in Arrears" (usually for Implementation Services) means payment is due on a monthly basis with the invoice being issued at the end of the month.
- f. Payment Terms (i.e., the amount of days in which Customer must pay a Kronos invoice)
- g. Shipping Terms (i.e., FOB – Shipping Point, Prepay and Add)

1.2 The following Fees may appear on an Order Form:

- a. PEPM Fees for use of the Service, including PEPM Fees for Seasonal Licenses
- b. Success Plan Fees for Guided and Signature Plans
- c. Implementation Services Fees (The Order Form will note if Implementation Services Fees are included in PEPM Fees.)
- d. Equipment Purchase Fees
- e. Equipment Rental Fees
- f. KnowledgeMap™ Live Fees

1.3 The parties agree that Equipment may not be purchased under this Agreement.

Article 2. Billing

2.1 Kronos will invoice the Fees on the Billing Frequency indicated on the Order Form. For each Order Form, the billing period of the PEPM Fees will start on the Billing Start Date and will continue for the time period indicated as the Initial Term. Customer will pay the undisputed Fees on the Payment Terms and in the currency, indicated on the Order Form. Customer will send payment to the attention of Kronos at the address indicated on the applicable invoice unless the Parties have made an alternative payment arrangement (such as credit card, wire transfer, ACH payment or otherwise). Unless expressly provided in this Agreement, Customer payments are non-refundable. Unless Customer has provided Kronos with valid evidence of tax-exemption, Customer is responsible for all applicable Taxes related to the Service and other items set forth on the Order Form. Each Party is responsible to pay all costs and fees attributable to such Party pursuant to the Shipping Terms indicated on the Order Form.

2.2 At the expiration of the Initial Term, and at the expiration of each Renewal Term, the Service will automatically renew for a Renewal Term. For each Renewal Term, Kronos may increase the PEPM Fees and the KnowledgeMap Live Fees by no more than four percent (4%) over the previous year's PEPM Fees and KnowledgeMap Live Fees, for the same Applications and the same licensed quantity. Kronos will provide Customer with written notice of the amount of fee increase sixty (60) days prior to the end of any

Term and reflect these increased PEPM Fees and KnowledgeMap Live Fees in the applicable invoice for each Renewal Term.

2.3 Kronos will provide the Service to Customer during the entire Initial Term and each Renewal Term. Customer will pay for the Service for the entire Initial Term and each Renewal Term.

2.4 In addition, the Customer shall not be obligated for Kronos' performance hereunder or by any provision of this Agreement during any of the Customer's future fiscal years unless and until funds have been appropriated for each such future fiscal year. In the event that funds are not appropriated for the continuation of this Agreement, the Customer will notify Kronos in writing of such non-appropriation of funds at the earliest possible date and not later than at least thirty (30) days prior to such non appropriation. Customer acknowledges that by executing an Order Form for the Service, Customer has received fiscal appropriations for the amounts due during the Term as indicated on such Order Form. Notwithstanding anything to the contrary herein or in any Order or SOW, if Customer does not receive fiscal appropriations prior to the commencement of any Renewal Term, Customer may terminate this Agreement without penalty at the end of the then-current Term.

Article 3. Implementation Services, Professional Services and Educational Services

3.1 Implementation Services are described in a SOW that the Parties will sign or reference on a signed Order Form. These SOWs are subject to this Agreement. Implementation Services are invoiced monthly as delivered, except if otherwise indicated on an Order Form. Each Party will perform their respective obligations as outlined in a signed SOW.

3.2 While Customer may configure the Applications itself, as part of the Implementation Services as described in an SOW, Kronos may also configure the Applications. Kronos will configure the Applications based on Customer's instructions and direction. Customer is solely responsible for ensuring that the Configurations comply with Applicable Law.

3.3 Kronos may also provide Professional Services to Customer that do not require an SOW but which will be as set forth on an Order Form.

3.4 KnowledgeMap™ is included in the PEPM Fees. If included on an Order Form, Kronos will also provide a subscription to KnowledgeMap™ Live. The KnowledgeMap Live 1st Year Training will expire one (1) year from purchase. KnowledgeMap Live 5 Pack entitles Customer to add up to five (5) additional named users in a KnowledgeMap Live Subscription. KnowledgeMap Live Subscription and KnowledgeMap Live 5 Pack are coterminous with the Service and will renew with the Service, unless terminated by Customer upon at least sixty (60) days prior written notice before the start of a Renewal Term. The KnowledgeMap Live Subscription Fees will be invoiced at the commencement of each year during the Term. Customer is permitted to assign one (1) employee to each user account (or seat) included in Customer's KnowledgeMap Live subscription. The number of permitted seats will appear on the Order Form. Passwords and accounts cannot be shared by multiple users. Customer will designate one (1) named user account to act as a training administrator.

3.5 Kronos may also provide ala carte educational consulting services as Implementation Services or Professional Services as described in an SOW or Order Form.

3.6 The Kronos policies set forth in Attachment A-2 shall apply to all Implementation Services and Professional Services provided by Kronos. In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

Article 4. Service Level Agreement

Kronos offers the Service Level Agreement and associated SLA Credits as described in Attachment A-3. The SLA Credits are Customer's sole and exclusive remedy in the event of any Outage. Kronos remains obligated to provide the Service as otherwise described in this Agreement.

Article 5. Data, Confidentiality, Security and Privacy

Section 5.1 Data

5.1.1 Customer owns Customer Data. Customer is solely responsible for Customer Data, including ensuring that Customer Data complies with the Acceptable Use Policy and Applicable Law. Customer is solely responsible for any Claims that may arise out of or relating to Customer Data.

5.1.2 Kronos owns the Aggregated Data. Subject to the limitations under the Information Privacy and Security Agreement attached hereto as Attachment H, nothing in this Agreement will prohibit Kronos from utilizing the Aggregated Data for any purposes, provided that Kronos' use of Aggregated Data will anonymize Customer Data, will not identify Customer, will not reveal any Customer Confidential Information, and will not reveal any Personally Identifiable Information.

Section 5.2 Confidentiality

5.2.1 Each Party will treat the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and as further described in this Agreement. Each Party will only use the Confidential Information of the other Party for the purposes of fulfilling its obligations under this Agreement and as reasonably necessary to provide the Service. Confidential Information may be shared with and disclosed to (i) any subsidiary or affiliate of each of the Parties, or (ii) any court or governmental agency of competent jurisdiction, as required by a legal process, including without limitation Public Records Act, Chapter 42.56 RCW, and in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the discloser has an opportunity to contest any disclosure required by a legal process). Either Party may seek injunctive relief to preserve its rights under this section without the requirement to post a bond.

5.2.2 Public Records Act. Kronos recognizes that Customer is a municipal entity subject to the Public Records Act, Chapter 42.56 RCW and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this Agreement is intended to prevent Customer's compliance with the Public Records Act. In the event that Customer receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information related to Kronos' Services, Software and Kronos Materials, Customer shall promptly provide written notice of such disclosure so that Kronos can take appropriate steps to protect its interest and seek the exemption as provided under the Public Records Act. Customer shall reasonably cooperate with Kronos and comply with any injunction or court order obtained by Kronos that prohibits the disclosure of any such confidential records; however,

in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Kronos shall indemnify Customer for any fines or penalties imposed on and paid by Customer for failure to disclose such records as required hereunder (but only to the extent that such failure was a direct result of Customer's compliance with Kronos' instructions or a court order or injunction received by Kronos) within forty-five (45) days of a request from Client, unless additional time is reasonably necessary under the circumstances and is agreed to by the parties.

Section 5.3 Security and Privacy

5.3.1 Kronos will maintain the Controls throughout the Term.

5.3.2 Each Party will comply with all Applicable Laws, including, without limitation, Data Protection Laws.

5.3.3 Kronos employees will access Customer Data from the locations from which such employees work. Customer consents to Kronos' handling, collection, use, transfer, and processing of Customer Data to provide the Service. As may be required by Applicable Law, Customer will ensure that Customer Data may be provided to Kronos for the purposes of providing the Service. Customer has obtained all necessary consents from individuals to enable Kronos to use the Customer Data to provide the Service. As may be contemplated by the applicable Data Protection Laws, Customer will remain the "controller" of Customer Data and Kronos will be considered a "processor" of Customer Data.

5.3.4 As further described in the Information Privacy and Security Agreement attached hereto as Attachment H, Kronos will notify Customer in accordance with Applicable Law upon becoming aware of an unauthorized access of Customer Data. To the extent reasonably possible, such a notification will include, at a minimum (i) a description of the breach, (ii) the information that may have been obtained as a result of the breach, and (iii) the corrective action Kronos is taking in response to the breach.

5.3.5 In the event that Kronos breaches its data security obligations of section 5.3 and that failure results in the unauthorized disclosure of personally identifiable data (as defined by applicable law), Kronos shall be liable for paying for the following costs to remediate, as a required by applicable laws, any such unauthorized disclosure:

- a. the reasonable cost of providing notice of the breach to individuals affected by such breach as required by applicable law, the parties acknowledging that express courier service is not reasonable in this context;
- b. the reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities as required by applicable law;
- c. the cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months, to the extent the misuse or disclosure of the affected individual's personally identifiable data could lead to a compromise of the data subject's credit or credit standing and as required by applicable law;
- d. any other fines, penalties or services required by applicable law.

In each case, to the extent the unauthorized disclosure is caused in part by Customer, the damages described above will be apportioned between Kronos and Customer on a comparative fault basis. Customer will have contributed to such breach if Customer fails to only provide Kronos with the personally identifiable data minimally required to accomplish tasks for which Customer is using the Applications.

Article 6. Warranty

Kronos warrants that the Service will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, KRONOS DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Customer informs Kronos in writing that there is a material deficiency in the Service which is making this warranty untrue, Kronos will use its reasonable commercial efforts to correct the non-conforming Service at no additional charge, and if Kronos is unable to do so within a reasonable period of time, Customer may terminate the then remaining Term of the Agreement and provide Customer a refund of the prorated portion of the Fees applicable to the remaining Term, which will be Customer's sole and exclusive remedy. Customer agrees to provide Kronos with reasonable information and assistance to enable Kronos to reproduce or verify the non-conforming aspect of the Service.

Article 7. License

Section 7.1 Technology License

7.1.1 As part of the Service, Kronos will provide Customer access to and use of the Technology, including the Applications. Technology will include an Add-In if licensed by Customer pursuant to an Order Form. Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use the Service, including the Technology, during the Term and for internal business purposes only. Customer acknowledges and agrees that the right to use the Service, including Seasonal Licenses when included on the Order Form, is limited based upon the number of Authorized Users, and Customer's payment of the corresponding PEPM Fees. Customer agrees to use the Applications only for the number of employees stated on the total of all Order Forms for the applicable Applications. Customer agrees not to use any other Application nor increase the number of employees using an Application unless Customer enters into an additional Order Form that will permit the Customer to have additional Authorized Users. The license for any Add-In may be terminated by Customer at any time upon written notice to Kronos.

7.1.2 Kronos owns all title or possesses all intellectual property rights in and to the Technology used in delivering the Service. Customer has a right to use this Technology and to receive the Service subject to this Agreement. No other use of the Technology is permitted. Customer is specifically prohibited from reverse engineering, disassembling or decompiling the Technology, or otherwise attempting to derive the source code of the Technology. Customer cannot contact third party licensors or suppliers for direct support of the Technology. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of any third party supplying Technology as part of the Service, is granted hereunder.

Article 8. Scope and Authority

8.1 Participating Entities may order the Service and other related offerings from Kronos by signing an Order Form contemporaneously with this Agreement, or in the future by signing an Order Form specifically referencing this Agreement. Only the Parties entering into a particular Order Form will be responsible under this Agreement for the items on that Order Form.

8.2 The person signing this Agreement on behalf of Kronos and on behalf of Customer represent that they are lawfully able to enter into contracts and are authorized to sign this Agreement and bind the entity on

whose behalf they are entering into this Agreement. By signing an Order Form, each person signing such Order Form represents that they are lawfully able to enter into contracts and are authorized to sign the Order Form and bind the Participating Entity on whose behalf they are signing the Order Form.

8.3 Authorized Users may access the Service on Customer's behalf, and Customer will be responsible for all actions taken by its Authorized Users. Customer will make sure that Authorized Users comply with Customer's obligations under this Agreement. Unless Kronos breaches its obligations under this Agreement, Kronos is not responsible for unauthorized access to Customer's account, nor activities undertaken with Customer's login credentials, nor by Customer's Authorized Users. Customer should contact Kronos immediately if Customer believes an unauthorized person is using Customer's account or that Customer's account information has been compromised.

8.4 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. This feature of the Service is referred to as the "Marketplace". The use of the Marketplace can be configured, and Customer may disable use of the Marketplace by some or all of its Authorized Users. CUSTOMER ACKNOWLEDGES THAT WHEN AN AUTHORIZED USER INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY WITHIN THE MARKETPLACE, THAT ACCEPTANCE WILL CONSTITUTE CUSTOMER'S LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

Article 9. Suspension

9.1 Kronos may suspend the Service if any undisputed amount that Customer owes Kronos is more than 30 days overdue. Kronos will provide Customer with at least 7 days prior written notice that the Customer's account is overdue before Kronos suspends the Service. Upon payment in full of all overdue amounts, Kronos will immediately restore the Service.

9.2 Customer is responsible for complying with the AUP. Kronos and its third party cloud service provider reserve the right to review Customer's use of the Service and Customer Data for AUP compliance and enforcement. If Kronos discovers an AUP violation, and Kronos reasonably determines that Kronos must take immediate action to prevent further harm, Kronos may suspend Customer's use of the Service immediately without notice. Kronos will contact Customer when Kronos suspends the Service to discuss how the violation may be remedied, so that the Service may be restored as soon as possible. If Kronos does not reasonably believe it needs to take immediate action, Kronos will notify Customer of the AUP violation. Even if Kronos doesn't notify Customer or suspend the Service, Customer remains responsible for any such AUP violation. Kronos will restore the Service once the AUP violation is cured or as both Parties may agree.

Article 10. Termination

Section 10.1. Types of Termination

10.1.1 Non-renewal. Either Party may terminate the Service upon at least thirty (30) days prior written notice before the start of a Renewal Term. Customer may terminate Seasonal Licenses upon at least sixty (60) days prior written notice before the start of a Renewal Term.

10.1.2 For Cause. Either Party may terminate the Service and this Agreement if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within 30 days of the date such Party is notified by the other Party of such default.

10.1.3 For Bankruptcy. If either Party: (i) becomes insolvent, (ii) makes a general assignment for the benefit of our creditors, (iii) is adjudicated as bankrupt or insolvent, or (iv) has a proceeding commenced against it under applicable bankruptcy laws, the other Party may ask for a written assurance of future performance of a Party's obligations under this Agreement. If an assurance that provides reasonable evidence of future performance is not provided within 10 business days of a written request, the requesting Party may immediately terminate this Agreement upon written notice.

Section 10.2 Effects of Termination

If the Agreement is terminated for any reason:

- a. All undisputed Fees will be paid by Customer for amounts owed through the effective date of termination.
- b. Any Fees paid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination.
- c. Customer's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, Customer will have thirty (30) days after the effective date of termination to access the Service for purposes of retrieving Customer Data through tools provided by Kronos that will enable Customer to so extract Customer Data. If Customer requires a longer period of access to the Service after termination to retrieve Customer Data, such access will be subject to additional Fees. Extended access and use of the Services will be subject to the terms of this Agreement.
- d. Kronos will delete Customer Data after Customer's rights to access the Service and retrieve Customer Data have ended. Kronos will delete Customer Data in a series of steps and in accordance with Kronos' standard business practices for destruction of Customer Data and system backups. Final deletion of Customer Data will be completed when the last backup that contained Customer Data is overwritten.
- e. Kronos and Customer will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Agreement.
- f. Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement will so survive.

Article 11. Indemnification

11.1 Kronos will indemnify, defend and hold the Customer Indemnified Parties harmless, from and against any and all Claims alleging that the permitted uses of the Service, Technology or Applications infringe or misappropriate any legitimate copyright or patent. Kronos will indemnify, defend and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including, without limitation, reasonable attorneys' fees) actually awarded to a third party by a court of applicable jurisdiction as a result of such Claim, or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Service by reason of infringement or misappropriation of any such copyright or patent, or if in Kronos' opinion, the Service is likely to become the subject of a successful claim of infringement or misappropriation, Kronos (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the

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Service as provided in the Agreement, or (b) replace or modify the Service so that the Service becomes non-infringing but remains substantively similar to the affected Service. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the Agreement and the rights granted hereunder, at which time Kronos will provide a refund to Customer of the PEPM Fees paid by Customer for the infringing elements of the Service covering the period of their unavailability and Customer may pursue other remedies at law in accordance with the terms of this Agreement.

11.2 Kronos will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation is based on: (a) a modification of the Service undertaken by anyone other than Kronos, except when undertaken at Kronos' written direction; (b) use of the Service other than as authorized by this Agreement; or (c) use of the Service in conjunction with any equipment, service or software not provided or permissible in accordance with Documentation provided by Kronos, where the Service would not otherwise infringe, misappropriate or otherwise become the subject of the Claim.

11.4 The Indemnified Party will provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party will be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party will not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other Party. The Indemnified Parties will cooperate fully (at the indemnifying party's request and expense) with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

Article 12. Extent and Limitations of Liability

12.1 EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES INCURRED BY SUCH PARTY, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO TWO TIMES THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT KRONOS BREACHES ITS DATA SECURITY OBLIGATIONS OF SECTION 5.3 WHICH CAUSES THE UNAUTHORIZED RELEASE OF CUSTOMERS PERSONALLY IDENTIFIABLE DATA, THE TOTAL AGGREGATE LIABILITY OF KRONOS TO CUSTOMER IN CONNECTION WITH SUCH DATA BREACH SHALL NOT EXCEED THREE TIMES (3X) THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

12.2 **NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES.** NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER

REASON LIABILITY IS ASSERTED. THIS IS TRUE EVEN IF KRONOS AND CUSTOMER HAVE TOLD EACH OTHER THAT EITHER ONE IS CONCERNED ABOUT A PARTICULAR TYPE OF LIABILITY.

Article 13. Changes

The information found in any Exhibit (or at any URL referenced in this Agreement) may change over the Term. Kronos will provide Customer with sixty (60) days advance notice of such change and any such change will be effective as of the start of the next Renewal Term after such change is announced or published by Kronos. In Customer's sole discretion, Customer may terminate the Services for convenience in the event Kronos makes a change to any Exhibit that materially degrades or changes the Services.

Article 14. Feedback

From time to time, Customer may provide Feedback. Kronos has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. Customer hereby grants Kronos a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, distribute, transmit, display, perform, create derivative works of and otherwise fully exercise and commercially exploit the Feedback for any purpose in connection with Kronos' business without any compensation to Customer or any other restriction or obligation, whether based on intellectual property right claim or otherwise. For the avoidance of doubt, no Feedback will be deemed to be Customer Confidential Information, and nothing in this Agreement limits Kronos' right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

Article 15. General

15.1 This Agreement is governed by and is to be interpreted in accordance with the laws of the state of Washington, without regard to any conflict of law provision if and as applicable. Exclusive venue for any action hereunder will lie in King County Superior Court. Each Party waives the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waives and "opts out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar laws as may have been adopted.

15.2 The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect.

15.3 Customer may not assign this Agreement without Kronos' prior written consent.

15.4 If there is some unforeseen event reasonably beyond the control of each of the Parties, such as acts of war, terrorism, or uprising, or acts of nature like earthquakes or floods, or civil unrest like embargoes, riots, sabotage or labor shortages, or changes in laws or regulations, or the failure of the internet or communications via common networks, or a power failure, or a delay in transportation, (collectively "Force Majeure"), each Party will be excused from performance of its obligations under this Agreement for the duration of the Force Majeure affecting such Party. The affected Party will use reasonable efforts to mitigate the impact of the Force Majeure on the other Party. Kronos is still obligated to provide the disaster recovery portion of the Service if Kronos' performance of those disaster recovery services is not also prevented by the Force Majeure.

15.5 When either Party needs to provide official notification under this Agreement, those notices will be in writing and considered delivered upon actual receipt to the addresses stated on the relevant Order Form or as otherwise communicated in writing to each other. Each Party agrees that an e-signature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.

15.6 No third party beneficiaries exist under this Agreement.

15.7 This Agreement (and any information in any referenced Exhibit or at any referenced URL or specifically incorporated by reference) along with the corresponding Order Form constitutes the entire agreement between the Parties pertaining to each Order Form. This Agreement supersedes all prior and contemporaneous representations, negotiations or communications between the Parties relating to its subject matter. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order as an Order Form, no pre-printed terms of that purchase order shall apply to the items ordered, and any reference to a Kronos quote number or order number shall be deemed to incorporate that Kronos quote or order form into Customer's purchase order.

15.8 INSURANCE.

Kronos shall provide the following minimum insurance coverages (in addition to Kronos' insurance coverage requirements set forth in the Information Privacy and Security Agreement attached hereto as Attachment H):

- a. Worker's compensation and employer's liability insurance as required by the State of Washington;
- b. General commercial liability insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.
- c. Professional liability insurance, if commercially available in Kronos' field of expertise, in the amount not less than two million dollars (\$2,000,000) against claims arising out of work provided for in this Agreement.
- d. Cyber Liability Insurance: With coverage of not less than Two Million Dollars (\$2,000,000) in the aggregate which shall include at a minimum coverage for (i) unauthorized access, which may take the form of a "hacker attack" or a "virus" introduced by a third party or cyber extortion; (ii) crisis management, response costs and associated expenses (e.g. legal and public relations expenses); (iii) breach of the Services; and (iv) loss of data or denial of service incidents.

The amounts listed above are the minimum deemed necessary by the Customer to protect the Customer's interests in this matter. The Customer has made no recommendation to Kronos as to the insurance necessary to protect Kronos' interests and any decision by Kronos to carry or not carry insurance amounts in excess of the above is solely that of Kronos. Kronos' maintenance of insurance as required by this Section 15.8 shall not be construed to limit the liability of Kronos to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the Customer will be named on all insurance as an additional insured. Kronos shall submit a certificate of insurance to the Customer evidencing the

coverages specified above, together with an additional insured endorsement or a blanket additional insured endorsement, within fifteen (15) days of the execution of this Agreement. Kronos' insurance shall be primary and non-contributing as to the Customer. The certificates of insurance shall cover the work specified in or performed under this Agreement. Kronos shall notify the Customer in the event of cancellation, reduction or substantial modification of the foregoing policies with a thirty (30) days prior written notice to the Customer. Receipt by Customer of any certificate showing less coverage than required is not a waiver of Kronos' obligations to fulfill the requirements of this Agreement.

Attachment A-2: Professional and Educational Services Policies:

Attachment A-3: Service Level Agreement:

Attachment A-2

The following are the policies under which Kronos will operate during the course of a customer engagement:

1. Kronos will provide the Customer with a Statement of Work (also known as the SOW) that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by the Customer. This Statement of Work is an estimate; the Collaborate Phase of the engagement will be used to determine whether modifications to the project scope or project budget are required.
2. The Statement of Work is valid for one year from the date of signature.
3. Any changes to the project scope and/or project duration will be reflected through the generation of a Kronos Change Order, which is initiated by the Kronos Project Manager and approved and signed by the Customer.
 - a. These changes could be due to an increase or change in project scope or deliverables, insufficient customer resources or time commitment, changes to customer project schedule, or technical limitations.
4. Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the original Statement of Work. In instances where specialized resources are requested, but not contained within the original Statement of Work, the quoted rate will be established as Kronos' current rate for such requested services.
5. Kronos personnel working at the Customer site shall have access to necessary infrastructure (servers, network, etc.).
6. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (VPN, DTS, GoToMyPC, PCAnywhere, etc.).
7. Customer agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services
8. If not hosted by Kronos Cloud Services, all required system administration, maintenance, backups, tuning, etc., is the responsibility of the Customer
9. Customer Data: To perform the implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information.
10. Scheduled Work Policies:
 - a. Professional Services
 - i. Professional Services work will be conducted during normal business hours, 8:00AM – 5:00PM, Monday through Friday, Pacific Standard Time.
 - ii. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed after hours, on holidays, or on weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Customers will be charged as follows:
 1. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
 - a. After Hours

	i	All scheduled work will be billed at 1.5 times the contract rate by role
	ii	After Hours is considered 5:00PM-8:00AM, Monday through Friday
b. Weekends		
	i	All scheduled work will be billed at 2.0 times the contract rate by role
	ii	Weekends are considered 5:00PM Friday through 8:00AM Monday
c. Holiday		
	i	All scheduled work will be billed at 2.0 times the contract rate by role
	ii	Holidays are any Kronos recognized Holidays, which include: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.
b. Education Services		
i	All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Customers will be charged as follows:	
	1. After Hours	
	a.	There will be a 1.5 times premium per student for public courses or per class for private day rates
	b.	After Hours is considered 5:00PM-8:00AM, Monday through Friday
	2. Weekends	
	a.	There will be a 2.0 times premium per student for public courses or per class for private day rates
	b.	Weekends are considered 5:00PM Friday through 8:00AM Monday
	3. Holidays	
	a.	There will be a 2.0 times premium per student for public courses or per class for private day rates
	b.	Holidays are any Kronos recognized Holidays, which include: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.
11. Travel Policies		
	a.	Customer is responsible for airfare, lodging and related travel expenses for onsite consultants.
	b.	Customer is responsible for travel costs for employees attending training at a Kronos location.
	c.	Customer is responsible for travel and related costs for a Kronos trainer providing instruction at the Customer location.
	d.	If a Kronos employee is required on-site per the customer request, a minimum of 4 hours will be billed per day.
12. Cancellation Policies: Kronos requires notification for the cancellation or rescheduling of Kronos personnel as well as the cancellation of Instructor led classes. Customer will be charged for failure to meet the following notification requirements:		
	a. Professional Services:	

i	2 business days prior to scheduled work – 50% of planned charges are invoiced for schedule work
ii	1 business day prior to scheduled work – 100% of planned charges are invoiced for scheduled work
iii	Business days are: Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Holidays
b. Education Services:	
i	For any PUBLIC course held in the traditional classroom or in the virtual classroom, attendees must cancel at least five business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
ii	For any PRIVATE course held at a customer site, in the traditional classroom, or in the virtual classroom: attendees must cancel at least ten business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
iii	Kronos reserves the right to cancel classes up to five business days before the scheduled start date for public courses held in a Kronos Traditional Classroom (KTC) and up to two business days before the scheduled start date for public courses held in a Kronos Virtual Classroom (KVC) due to lack of enrollment or any other unforeseen circumstances.
iv	Educational Services purchases are valid for one (1) year from the date of signature. Educational Service purchased but not used within this one year period will expire.
c. Cancellation Policy Example:	
i	Work is schedule for Wednesday, 1p-5p (4 hours)
ii	If customer cancels on:
	1. Friday – no penalty
	2. Monday – 50% of planned charges are invoiced (2 hours)
	3. Tuesday – 100% of planned charged are invoiced (4 hours)
iii	Cancellation Policy Example with a Holiday:
i	Work is schedule for Wednesday, 1p-5p (4 hours)
ii	If customer cancels on:
	1. Thursday – no penalty
	2. Friday – 50% of planned charges are invoiced (2 hours)
	3. Monday – holiday, doesn't count as "business day"
	4. Tuesday – 100% of planned charged are invoiced (4 hours)
13. Additional Education Services Policies	
a.	All Instructor-led Educational Services classes will be held at a Kronos facility, or via the Kronos Virtual Classroom (if offered in that modality), unless Customer has purchased onsite location training.

Attachment A-3

WORKFORCE DIMENSIONS SERVICE LEVEL AGREEMENT (WFD SLA)

Service Level Agreement: Kronos offers the Service Level Agreement and associated SLA Credits as described in this WFD SLA. This WFD SLA does not apply to the Boomi development environment described in the Exhibit - AtomSphere Service and Boomi Software.

Availability: The production environment of the Service will maintain **99.75% Availability**. SLA Credits become available starting the month after Customer's written "go live" confirmation is provided to Kronos.

SLA Credits: If, due to an Outage, the Service does not maintain 99.75% Availability, Customer is entitled to a credit to Customer's monthly invoice for the affected month, such credit to be equivalent to 3% of Customer's monthly PEPM Fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Customer's monthly PEPM Fees.

"Outage" means the accumulated time, measured in minutes, during which Customer is unable to access the production environment for the Service for reasons other than an Excluded Event.

"Excluded Event" means any event that causes unavailability to the Service due to (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos or its third party suppliers providing the Service; (c) failures or malfunctions resulting from circuits provided by Customer; (d) any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (e) Customer Data; (f) Force Majeure events; (g) expected downtime during the Maintenance Periods described below; (h) any suspension of the Service in accordance with the terms of the Agreement; (i) the unavailability of required Customer personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (j) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when downtime may be necessary. Customer chooses maintenance window based on location of data center selected on Order Form.

The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously supports the production environment on a 24x7 basis to reduce disruptions.

The current weekly Maintenance Period for each of the data center locations are:

- US/Canada Eastern Time from Saturday, 12:00 AM - 4:00 AM
- Australian Eastern Time from Saturday, 12:00 AM - 4:00 AM or

- Central European Time Saturday, 2:00 AM - 6:00 AM.

Effective 11 July 2019, the weekly Maintenance Period will change to:

- US/Canada Eastern Time from Thursday, 12:00 AM - 4:00 AM
- Australian Eastern Time from Thursday, 12:00 AM - 4:00 AM or
- Central European Time Thursday, 2:00 AM - 6:00 AM.

Service Credit Calculation: An Outage will be deemed to commence when the Service is unavailable to Customer and ends when Kronos has restored availability to the Service.

Availability Percentage: (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100 and then divided by Monthly Minutes (MM), but not including Excluded Events.

“Monthly Minutes (MM)” means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

“Total Minutes Not Available (TM)” means the total number of minutes during the calendar month that the Service is unavailable as the result of an Outage.

Reporting and Claims Process

Kronos will provide Customer with Availability metrics on a monthly basis for each prior calendar month. Customer must request the applicable SLA Credits by written notice to Kronos within sixty (60) days of receipt of the metrics. Customer waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on Kronos' records and data unless Customer can provide Kronos with clear and convincing evidence to the contrary.

Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

Customer acknowledges that Kronos manages its network traffic in part on the basis of Customer's utilization of the Service and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Service than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the Parties agree to co-operate, in good faith, to resolve the issue.

Exhibit B

<input type="text"/>	
Tenants included	One standard production tenant One partial copy non-production tenant limited to 18 months of data
Additional tenants	Additional partial copy tenants available for purchase on an annual basis
<input type="text"/>	
Connectivity to	<p>The customer's end users connect to Workforce Dimensions applications via a secure SSL/TLS connection over service the internet. Cooperation between Kronos and the customer's IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for the customer's internet connection or ISP relationships.</p> <p>Kronos-related internet traffic cannot be filtered by proxy or caching devices on the client network. Workforce Dimensions supports vanity URL, utilizing a single domain.</p>
<input type="text"/>	
SFTP accounts	<p>The Kronos cloud SFTP service provides a generic endpoint for customers to push and pull files — including people import, payroll, accruals, schedules, punches, drivers, and more — to and from the Kronos cloud in support of Kronos® integrations.</p> <p>The service includes two SFTP managed service accounts that customers may use to automate their integrations with the Kronos cloud. All managed service account logins use public key authentication to secure files in transit. Transfers of files up to 100MB are supported. Customers may also purchase additional managed service accounts.</p> <p>User accounts for individual (named) customer login are not supported by the SFTP service.</p>
MPLS/Site-to-cloud (optional)	Customers choosing to utilize MPLS are required to use connections offered by Google Cloud Interconnect service providers and will pay the service provider directly. Kronos will assist in provisioning of the link.
Server-initiated device (optional)	Supported per Documentation (includes two VPN connections)
<input type="text"/>	

<div></div>	
Secure file transfer	<p>Integration with Kronos Workforce Dimensions using the Kronos Cloud SFTP service is subject to the following limits:</p> <p>limits</p> <ul style="list-style-type: none"> - 20 active concurrent sessions per SFTP account - File size transferred per SFTP session not to exceed 100MB - Storage quota of 10GB per SFTP account
Key performance indicators (KPIs)	<p>KPIs can be used to monitor and control business targets and thresholds. Many KPIs are delivered to the customer to track common workforce metrics such as overtime and labor costs. The customer has the option to build additional organization-specific KPIs using the KPI Builder. The number of active KPIs used with Workforce Dimensions applications will be limited to 200 per customer. Additional KPIs may be purchased.</p>
Server-initiated device (optional)	Supported per Documentation (includes two VPN connections)
<div></div>	
Data refresh	<p>Customer can request that a copy of production tenant be moved to its non-production tenant once per week — up to the limit of data allowable in the non-production tenant.</p>
Kronos application updates	<p>Maintenance updates will be automatically applied as needed. New software releases will be automatically applied according to the release schedule published during the first month of each quarter.</p>
Customer termination	<p>Upon customer termination, Kronos will provide access to the service for an additional 30 days so the support customer may extract data.</p>
Security compliance	<p>A SOC 2 Type 1 report will be published during the first quarter after general availability release. A SOC 2 Type 2 report will be published 12 months after general availability release.</p>
Disaster recovery	<p>Recovery time objective: 24 hours</p> <p>Recovery point objective: 4 hours</p>
Encryption	<p>Data encryption in transit and at rest is included.</p>
Third parties	<p>The customer may contract with a third party to configure and/or implement Workforce Dimensions applications. The customer will be responsible for creating users in the system for the third party to access the application and for maintaining the permissions those users have within the</p>

	application. Dedicated service and support accounts can be accessed only by Kronos personnel or contractors employed by Kronos.
Legal Hold	Kronos will comply with applicable laws and regulations when responding to subpoenas and inquiries from government agencies after consultation with customers when applicable and possible. In the event that a customer is subject to a subpoena, litigation discovery request, or government inquiry directed at customer data or documents that are solely within Kronos' control, Kronos will, at the customer's request, make commercially reasonable efforts to provide assistance to the extent that it is technically feasible. The customer will reimburse Kronos for the costs that Kronos incurs to provide such assistance, such as professional services fees, copying, delivery, and other handling expenses. Subject to the above, Kronos will produce the relevant data or documents. Except at its sole discretion or if legally required to do so, Kronos will not entertain requests to store or host legacy or archived customer data or documents for these purposes. Kronos periodically reviews all matters subject to legal hold, including data that is being retained.

Exhibit C: Success Plans

Section 1. Success Plans

1.1 Kronos offers the following Success Plans for Workforce Dimensions:

- a. Community Success (included in Customer's PEPM Fee)
- b. Guided Success (available for an additional Fee)
- c. Signature Success (available for an additional Fee with minimum annual spend in PEPM and Equipment Rental Fees)

1.2 As part of the Community Success Plan, Kronos will provide:

- a. Local Time Zone Support: 8am – 8pm Monday to Friday, with two-hour response time to support cases.
- b. 24/7 Mission Critical Support: Immediate and on-going support for a critical issue with no available workaround, where the system or a module may be down, experiencing major system degradation, or other related factors.
- c. Kronos Community Access: Ability to access how-to articles, discussion boards, and open support cases.
- d. Kronos Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities.
- e. KnowledgeMap™: On-line education portal providing access to Kronos e-learning resources.
- e. KnowledgeMap™ Live may be purchased for an additional Fee.
- f. A Technical Account Manager (TAM) may be purchased for an additional Fee: senior Technical Support Engineers or former Kronos Application Consultants with industry-specific Kronos product knowledge.

1.3 As part of the Guided Success Plan, Kronos will provide:

- a. All of the services under Community Success, including the option to purchase KnowledgeMap™ Live or a TAM.
- b. Proactive Support: Monitoring of your environment and usage with proactive notification and resolution of potential issues.
- c. Named Success Manager: Dedicated, industry-specific advisor.
- d. Live Check-In Meetings: Regular meetings with your named success manager.
- e. Personalized Success Path: Tailored guidance based on your business goals.
- f. Success Reporting: Personalized reporting providing insight into your key performance indicators on an annual basis (i.e., user adoption, compliance, productivity, efficiency.)
- g. Executive Business Review: Strategic review of roadmap, realized value, engagement, relationship, and future direction.
- h. Optimization Assessment: Assistance with optimizing the use of Workforce Dimensions based on your current usage patterns.

1.4 As part of the Signature Success Plan, Kronos will provide:

- a. All of the services under Guided Success. Additionally, KnowledgeMap™ Live and a TAM are included as part of the Signature Success Plan for no additional Fee.
- b. 24/7 Local Time Zone Support with one-hour response time to support cases.
- c. Technical Account Manager included at no additional charge.
- d. Integration/API Support: Assistance with enhancing and updating existing APIs and integrations.
- e. KnowledgeMap™ Live included at no additional charge.

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k. Industry Best Practice Audit: Review configuration and use of Workforce Dimensions against industry peers and provide recommendations.

1.5 Each Success Plan provides different services and different service coverage periods, which are described in Attachment C-1.

1.6 The Kronos policies set forth in Attachment C-2 shall apply to all Success Plans.

Attachment C-1: Success Plans:

Attachment C-2: Support Policies:

Exhibit C-1

These items are charged in addition to the normal monthly per employee per month fee (PEPM) as they are incurred. For each miscellaneous item listed below, there is a brief description of how/when that charge could be incurred.

	COMMUNITY SUCCESS (Included)	GUIDED SUCCESS (Fees apply)	SIGNATURE SUCCESS (Fees apply)
SUPPORT SERVICES			
Local Time Zone Support	8 a.m - 8 p.m. M-F Support 2-hour response time to cases		24-hour x 7 Support 1-hour response time to cases
24x7 Mission Critical Support	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proactive Support		<input type="checkbox"/>	<input type="checkbox"/>
Technical Account Manager	Fees apply	Fees apply	<input type="checkbox"/>
Integration/API Support			<input type="checkbox"/>
SUCCESS SERVICES			
Kronos Community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kronos Onboarding Experience			

	<input type="text" value="•"/>	<input type="text" value="•"/>	<input type="text" value="•"/>
KnowledgeMap™	<input type="text" value="•"/>	<input type="text" value="•"/>	<input type="text" value="•"/>
KnowledgeMap™ Live	Fees apply	Fees apply	<input type="text" value="•"/>
Live Check in Meetings		Quarterly	Monthly
Personalized Success Paths		<input type="text" value="•"/>	<input type="text" value="•"/>
Success Reporting		Semi-Annually	Quarterly
Executive Business Review		Annually	Quarterly
New Feature Review and Activation		<input type="text" value="•"/>	<input type="text" value="•"/>
Optimization Assessment		Semi-Annually	Quarterly
Industry Best Practice Audit			Quarterly

Exhibit C-2

Kronos provides support services for all customer environments (Production and User Acceptance Testing (UAT)) running the Workforce Dimensions Applications. Upgrades to these environments are included in all Success plans. Configuration of new features may be subject to additional cost depending on complexity.

Support Exclusions

Support services do not include service to the Applications resulting from, or associated with:

1. Failure to use the Applications in accordance with Kronos' published specifications; or
2. Customer's end user computer or operating system malfunctions, including browser and internet connection; or
3. Services required for application programs or conversions from products or software not supplied by Kronos.

Service Coverage Period

Kronos provides support for the Workforce Dimensions Infrastructure 24 hours a day, seven days a week, 365 days a year.

Support coverage hours for the Application for use, usability and "how to" questions depend on the Workforce Dimensions Success Plan purchased with the Service.

Local Time Zone Support	8:00 AM – 8:00 PM Monday to Friday* 2 hour response to support cases * Excluding Kronos holidays	24 Hour x 7 support 1 hour response to support cases

Priority Based Support

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical customer issue with no available workaround where the Applications cannot be accessed, or where the Applications are experiencing major

system degradation, and any other related factors resulting in the customer not being able to process their payroll, such as:

- Cloud outage
- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical function within the Applications such as scheduling

Medium Priority: A serious customer issue which impacts ability to utilize the application effectively such as:

- Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate
- Data display inaccuracies or inconsistencies across multiple tasks
- Application performance is inconsistent or fluctuates

Low Priority: Non-critical problem generally entailing use and usability issues or "how to" questions such as:

- How do I set up a holiday pay rule?
- How do I run a report?

Response Time

Response time shall mean the number of hours from the time the case priority is set by the Kronos Support Center until a Kronos technical representative contacts the customer to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Priority			
High	2 hours	2 hours	1 hours
Medium	4 hours	4 hours	4 hours
Low	8 hours	8 hours	8 hours

Critical Outages

Kronos will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-

going continuous effort may also be dependent on the customer's ability to provide a resource to work with Kronos during this period.

Technical Escalation

Kronos' case resolution process is a team based approach structured around specific features within the Application suite and staffed by Kronos Support Engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The teams are also integrated with the Development Engineering and Cloud Operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the [Kronos Community](https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193) at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193>.

Remote Support

A web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

Kronos Community

The Community helps you make the most of your Kronos solution by putting tools and resources at your fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all your account information easier than ever. Streamlined and searchable, the information you need is just a click away.

Exhibit D

Exhibit D: Acceptable Use Policy

This Acceptable Use Policy (this “**Policy**”) describes prohibited uses of the Service. The examples described in this Policy are not exhaustive. Kronos may modify this Policy at any time upon written notice to Customer of a revised version. By using the Service, Customer agrees to the latest version of this Policy. If Customer violates the Policy or authorizes or helps others to do so, Kronos may suspend use of the Service until the violation is corrected, or terminate the Agreement for cause in accordance with the terms of the Agreement.

No Illegal, Harmful, or Offensive Use or Content

Customer may not use, or encourage, promote, facilitate or instruct others to use, the Service for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- **Harmful or Fraudulent Activities.** Activities that may be harmful to others, Kronos’ operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

Customer may not use the Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.

- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.
- **No Use of Robots.** Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)

No Network Abuse

Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

No E-Mail or Other Message Abuse

Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. Customer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Monitoring and Enforcement

Kronos reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Service. Kronos may:

- investigate violations of this Policy or misuse of the Service; or
- remove, disable access to, or modify any content or resource that violates this Policy.

Kronos may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Kronos’ reporting may include disclosing appropriate customer information. Kronos also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting of Violations of this Policy

If Customer becomes aware of any violation of this Policy, Customer will immediately notify Kronos and provide Kronos with assistance, as requested, to stop or remedy the violation

Exhibit E: AtomSphere Service and Boomi Software

As part of the Service, Customer has the right to access and use the Boomi AtomSphere Service and a non-exclusive, non-transferable and non-sublicensable license to use the associated Boomi Software as part of the Boomi AtomSphere Service. Customer may use the Boomi AtomSphere Service and the Boomi Software only to create integrations to and from the Service.

There are two (2) cloud environments associated with Customer use of the Boomi AtomSphere Service and the Boomi Software:

- a. Run-Time environment: A run time environment in the Kronos Cloud where the integration created by with the Boomi AtomSphere Service runs. This environment is described in Exhibit B.
- b. Development environment: A development environment in the Boomi Cloud where the design and development tools exist to build the integrations. This environment is referred to as a Hosted Environment in Attachment E-1.

The Boomi AtomSphere Service is subject to the additional terms and conditions set forth below. These additional terms and conditions apply to all integrations to and from the Service using the Boomi AtomSphere Service, whether done by Customer or by Kronos. Except as provided in these additional terms and conditions, all terms and conditions of this Agreement related to the Service apply to the Boomi AtomSphere Service. If this Agreement terminates, Customer's rights to access the Boomi AtomSphere Service and the Boomi Software also terminates.

Attachment E-1: Boomi Flow Down Provisions:

Exhibit F: Definitions

“Acceptable Use Policy” and **“AUP”** are interchangeable terms referring to the Kronos policy describing prohibited uses of the Service as further described in Exhibit D.

“Add In(s)” mean the Kronos developed applets for Workforce Dimensions that enable limited functionality through the application programming interfaces (“APIs”) of Workforce Dimensions and the associated applications of certain third-party technology providers as further described in Exhibit G.

“Aggregated Data” is any statistical data that is derived from the operation of the Service, including without limitation, for analysis of the Service, Configurations or Customer Data, and is created by Kronos in response to specified queries for a set point in time; including without limitation aggregation, metrics, trend data, correlations, benchmarking, determining best practices, the number and types of transactions, configurations, records, reports processed in the Service, and the performance results for the Service Agreement.

“Applicable Law(s)” means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders which govern the Party’s respective business.

“Authorized User” means any individual or entity that directly (or through another Authorized User) accesses or uses the Service with any login credentials or passwords Customer uses to access the Service.

“Application(s)” means those Kronos Workforce Dimensions software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

“Boomi AtomSphere Service” means the third-party service for the creation of integrations by Customer as further described in Exhibit E, which the Customer and Customer’s Authorized Users have the right to access through the Service.

“Boomi Software” means the third-party proprietary software associated with the Boomi AtomSphere Service as further described in Exhibit E.

“Claim(s)” means any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party.

“Confidential Information” is any non-public information relating to each of Customer’s and Kronos’ businesses and those of Kronos’ Technology suppliers that is disclosed pursuant to this Agreement and which reasonably should have been understood by the recipient of such information to be confidential because of (i) legends or other markings, (ii) the circumstances of the disclosure, or (iii) the nature of the information itself. Information will not be considered “Confidential Information” if the information was (i) in the public domain without any breach of this Agreement; (ii) disclosed to the Receiving Party on a non-confidential basis from a source which is lawfully in possession of such Confidential Information and, to the knowledge of the Receiving Party, is not prohibited from disclosing such Confidential Information to Receiving Party; or (iii) released in writing from confidential treatment by Delivering Party; or (iv) required to be disclosed pursuant to a subpoena, order, civil investigative demand or similar process with which the Receiving Party is legally obligated to comply, and of which the Receiving Party notifies Delivering Party.

“Configuration(s)” means the Customer specific settings of the parameters within the Applications(s), including pay and work rules, security settings such as log-in credentials, passwords, and private keys used to access the Service.

“Controls” means the administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data, designed and implemented by Kronos to secure Customer Data against accidental or unlawful loss, access or disclosure consistent with the AICPA Trust Principles Criteria for security, availability, confidentiality and processing integrity (SOC 2).

“Customer Data” means all content Customer, or its Authorized Users, posts or otherwise inputs into the Service, including but not limited to information, data (such as payroll data, vacation time, hours worked or other data elements associated with an Authorized User), text, multimedia images (e.g. graphics, audio and video files), or compilations.

“Customer Indemnified Party(ies)” means Customer and Customer’s respective directors, officers, and employees.

“Data Protection Law(s)” means all international, federal, state, and local laws, rules, regulations, directives and published governmental or regulatory decisions that specify data privacy, data protection or data security obligations, and which, in each case, have the force of law applicable to a Party’s collection, use, processing, storage, or disclosure of Personally Identifiable Information.

“Documentation” means the published specifications for the applicable Applications and Equipment, such as user manuals and administrator guides.

“Educational Services” means (i) KnowledgeMap Learning Portal; (ii) KnowledgeMap Live; and (iii) ala carte educational consulting services.

“Equipment” means Kronos equipment such as time clocks, devices, or other equipment set forth on an Order Form.

“Equipment Support Services” means the maintenance and support services related to Kronos’ support of Equipment as further described in Attachment A-1.

“Feedback” means suggestions, ideas, comments, know how, techniques or other information provided to Kronos for enhancements or improvements, new features or functionality or other feedback with respect to the Service.

“Fees” means the charges to be paid by Customer for a particular item.

“Implementation Services” means those professional services provided by Kronos to set up the cloud environment and to setup the Configurations within the Applications, as set forth in an SOW.

“KnowledgeMap™” means the online educational portal providing access to learning resources.

“KnowledgeMap™ Live” means the subscription service providing instructor led training by user role on a rotating course schedule.

"Kronos Indemnified Party(ies)" means Kronos and its third-party Technology suppliers and each of their respective directors, officers, employees, agents and independent contractors.

"Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth, among other things, the items ordered by Customer and to be provided by Kronos and the Fees to be paid by Customer.

"Participating Entity(ies)" means those Kronos or Customer entities that (i) directly or indirectly control, are controlled by, or are under common control with Kronos or Customer, respectively and (ii) sign an Order Form for the Service. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, voting trust or otherwise.

"Party(ies)" means Kronos or Customer, or both of them, as the context dictates.

"PEPM" means the per employee per month fee for a Customer's Authorized Users access to the Service.

"Personally Identifiable Information" means information concerning individually identifiable employees of Customer that is protected against disclosure under Applicable Data Protection Law.

"Professional Services" means the professional, consulting, or training services provided by Kronos pursuant to an Order Form and which are not described in a Statement of Work.

"Seasonal Licenses" are limited use licenses that have the following attributes: (i) valid only for the four (4) consecutive months during the annual period identified on the Order Form; (ii) valid from the first day of the month in which they commence until the end on the last day of the month in which they expire; and (iii) will be effective automatically each year during the Term, subject to termination and non-renewal as provided in the Agreement.

"Service" means the Kronos supply of the commercially available version of the Workforce Dimensions SaaS Applications in Kronos' hosted environment and the services described in the Agreement related thereto.

"Statement of Work" and **"SOW"** are interchangeable terms referring to a written description of the Implementation Services.

"Success Plan(s)" means the services provided by Kronos to support and maintain the Service as described in Exhibit C.

"Taxes" means all applicable taxes relating to the goods and services provided by Kronos hereunder, including all duties and country, federal, state, provincial or local taxes (including GST or VAT if applicable) but excluding taxes on Kronos' income or business privilege.

"Technology" means the intellectual property of Kronos within the Service, including but not limited to the Applications.

"Term" means the Initial Term and any Renewal Terms.

Exhibit G: Workforce Dimensions™ Add-Ins

This Exhibit governs the Add-In(s) to be provided by Kronos to Customer, if specified on an Order Form. Capitalized terms not otherwise defined herein shall have the meanings prescribed to them in the Agreement. In the event of a conflict or inconsistency between the Agreement and this Exhibit, this Exhibit shall control.

Customer agrees that the Add-In(s) may only be used solely in connection with Workforce Dimensions™ for Customer's own internal purposes. The Add-Ins are not installed in the Kronos hosting environment in which Workforce Dimensions resides. The Add-Ins may only be installed and operated in a data center or other cloud environment managed by or on behalf of Customer. Customer is solely responsible to have all applicable rights, licenses and necessary infrastructure and support to use the third-party applications with which the Add-In(s) function, including security of the environment in which the Add-In(s) are installed.

The Service Level Agreement and associated SLAs (Attachment A-3) and the Workforce Dimensions Cloud Guidelines (Exhibit B) in the Agreement do not apply to the Add-In(s) because the Add-In does not reside in Kronos' hosting environment.

Implementation. Configuration and deployment of the Add-In(s) may be performed by Customer in accordance with Kronos written instructions and guidelines. Alternatively, Customer may engage Kronos or a third party to perform implementation or professional services as described in the Agreement.

Warranty Disclaimer. Kronos does not warrant that the Add-In(s) will be free from errors or service interruption. Kronos disclaims errors and liability with respect to the third-party applications or APIs with which the Add-In(s) function. Customer is solely responsible to manage its accounts or systems that may access the Add-In(s).

Exhibit H
INFORMATION PRIVACY AND SECURITY AGREEMENT

This Information Privacy and Security Agreement ("IPSA") is entered into by and between the City of Redmond ("City") and Kronos Incorporated ("Contractor") as of the date last signed below (the "Effective Date") and hereby amends the attached agreement between City and Contractor (the "Underlying Agreement"). This IPSA shall apply to the extent that the provision of services by Contractor pursuant to the Underlying Agreement, for example including but not limited to, professional services, SAAS, on-premises software, and remote desktop access, involves the processing of City Data, access to City systems, or access to City Data that is subject to privacy laws.

In consideration of the mutual promises in the Underlying Agreement, this IPSA and other good and valuable consideration, the parties agree as follows:

1. Definitions.

- a. "Authorized Users" means Contractor's employees, agents, subcontractors and service providers who have a need to know or otherwise access City Data to enable Contractor to perform its obligations under the Underlying Agreement or the IPSA, and who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this IPSA.
- b. "City Data" means any and all information that the City has disclosed to Contractor or that Contractor has created on behalf of the City pursuant to its obligations under the Underlying Agreement. For the purposes of this IPSA, City Data does not cease to be City Data solely because it is transferred or transmitted beyond the City's immediate possession, custody, or control.
- c. "Data Breach" means the unauthorized acquisition, access, use, or disclosure of City Data which compromises the security or privacy of the City Data or associated City software systems.
- d. "Services" means all services, work, activities, deliverables, software or other obligations provided by Contractor pursuant to the Underlying Agreement.

2. Standard of Care.

- a. Contractor acknowledges and agrees that, in the course of its engagement by City, Contractor may create, receive, or have access to City Data. Contractor shall comply with the terms and conditions set forth in this IPSA in its creation, collection, receipt, access to, transmission, storage, disposal, use, and disclosure of such City Data and be responsible for any unauthorized creation, collection, receipt, access to, transmission, storage, disposal, use, or disclosure of City Data under its control or in

the possession of Authorized Users.

- b. Contractor further acknowledges that use, storage, and access to City Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Contractor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of City Data. Contractor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.

3. User Access to City Data.

- a. Contractor shall not access, use or disclose City Data in any manner that would constitute a violation of state or federal law, the terms of the Underlying Agreement, or the terms of this IPSA. Contractor may only provide access to Authorized Users who have a legitimate business need to access, use or disclose City Data in the performance of Contractor's duties to City.
- b. If Contractor requires access to a City software system owned and controlled by the City that requires a unique sign-on identification and password, then each Authorized User must have a unique sign-on identification and password for access to City Data on City systems. Authorized Users are prohibited from sharing their login credentials, and may only receive such credentials upon execution of the Authorized User Access Agreement, which will be provided by the City to the Contractor's personnel prior to granting credential to access the City owned software system.

4. Use of Subcontractors or Agents.

- a. Contractor may disclose City Data to a subcontractor and may allow the subcontractor to create, receive, maintain, access, or transmit City Data on its behalf, provided that Contractor is satisfied that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Contractor shall require each of its subcontractors that create, receive, maintain, access, or transmit City Data on behalf of Contractor to execute a written agreement obligating the subcontractor to comply with applicable data protection laws and regulations ensuring that the subcontractor has adequate technical and organizational measures in place to protect City Data.
- b. Contractor shall be responsible for all work performed on its behalf by its subcontractors and agents involving City Data as if the work was performed by Contractor. Contractor shall ensure that such work is performed in compliance with applicable laws and regulations and with a degree of skill, care, prudence, foresight and practice which would ordinarily be expected of a skilled, experienced and

leading supplier of services of the same or a similar nature to the Services.

5. Use, Storage, or Access to, City Data.

- a. Contractor shall only use, store, or access City Data in accordance with, and only to the extent permissible under this IPSA and the Underlying Agreement. Further, Contractor shall comply with all laws and regulations applicable to City Data.
- b. Contractor may store City Data on servers housed in datacenters owned and operated by third parties, provided the third parties have executed confidentiality agreements with Contractor. Unless Kronos Global Support is requested and consented to by the City any transmission, transportation, or storage of City Data outside the United States is prohibited except with the prior written authorization of the City.

6. Privacy.

- a. Contractor represents and warrants that in connection with the Services provided by Contractor:
 - i. All use of City Data by Contractor shall be strictly limited to the direct purpose of performing the Services, except to the extent that City expressly grants permission in writing for such additional uses.
 - ii. If Contractor creates technical system log information, aggregated technical usage or traffic data, and/or statistically measured technical usage or traffic data that contains or originated (in whole or part) from City Data, then Contractor's use of such data shall be strictly limited to the direct purpose of the Services and Contractor's technical security operations, improvements to the service, and systems maintenance. Contractor is prohibited from using such data that personally identifies an individual for secondary commercial purpose (including but not limited to marketing to such individuals, or disclosing data to third parties for reasons unrelated to the primary purpose for originally collecting the data), nor may Contractor solicit consent from the identified individual to do so unless the Underlying Agreement defines a means to do so that does not unduly burden individual privacy rights.
- b. Contractor shall maintain the confidentiality of City Data. Confidential information shall not be deemed to include information which (a) is or becomes publicly known through no fault of Contractor; (b) is a publicly available document; or (c) disclosure of which is required by court order or legal requirement. If disclosure of City Data is required by court order or legal requirement the Contractor shall notify City, unless such notification is prohibited by court order or legal requirement. City may take such legally available measures as it chooses to limit or prevent disclosure of the City

Data.

7. **Information Security.** This Section 7 applies to the extent that Contractor owns, supports, or is otherwise responsible for host(s), network(s), environment(s), or technology products (including hardware or software) which may contain City Data.
- a. Contractor represents and warrants that the design and architecture of Contractor's systems (including but not limited to applications and infrastructure) shall be informed by the principle of defense-depth; controls at multiple layers designed to protect the confidentiality, integrity and availability of data.
 - b. Contractor shall make appropriate personnel vetting/background checks, have appropriate separation of duties, and undertake other such workflow controls over personnel activities as necessary to safeguard City Data.
 - c. Contractor shall implement appropriate procedures to monitor and deploy security patches and prevent unintended or unauthorized system configuration changes that could expose system vulnerability or lead to a Data Breach.
 - d. To the extent that the Services include software that was developed, in whole or part, by Contractor, then Contractor shall ensure that all such Services were developed within a software development life cycle (SDLC) process that includes security and quality assurance roles and control process intended to eliminate existing and potential security vulnerabilities.
 - e. Contractor shall have appropriate technical perimeter hardening. Contractor shall monitor its system and perimeter configurations and network traffic for vulnerabilities, indicators of activities by threat actors, and/or the presence of malicious code.
 - f. Contractor shall have access, authorization, and authentication technology appropriate for protecting City Data from unauthorized access or modification, and capable of accounting for access to City Data. The overall access control model of Contractor systems shall follow the principal of least privileges.
 - g. Contractor shall safeguard electronic City Data with encryption controls over such City Data both stored and in transit. All transmissions of City Data by Contractor shall be performed using a secure transfer method.
 - h. Contractor shall maintain a process for backup and restoration of data with a business continuity and disaster recovery plan.
 - i. Contractor facilities will have adequate physical protections, commensurate with leading industry practice to secure business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all

mobile devices and other equipment with information storage capability.

- j. Contractor shall, at its own expense, conduct an information security and privacy risk assessment, no less than annually, in order to demonstrate, substantiate, and assure that the security and privacy standards and practices of Contractor meet or exceed the requirements set out in this IPSA. Upon written request, Contractor shall furnish City with a copy of the results of the annual AICPA SSAE 18 SOC 1 and 2 Type II audit reports completed by an independent, 3rd party, tier 1, auditor.
- k. If the findings of the risk assessment identify either: a potentially significant risk exposure to City Data, or other issue indicating that security and privacy standards and practices of Contractor do not meet the requirements set out in this IPSA, then Contractor shall notify City to communicate the issues, nature of the risks, and the corrective active plan. For the avoidance of doubt a “potentially significant risk exposure to City Data” shall be defined as an unremediated qualification or exception identified by the 3rd party auditor’s report that has the potential to materially and adversely affect the security, confidentiality or availability of City’s data.

8. Data Breach Procedures and Liability.

- a. Contractor shall maintain a data breach plan in accordance with the criteria set forth in Contractor’s privacy and security policy and shall implement the procedures required under such data breach plan on the occurrence of a Data Breach, in compliance with the requirements of Washington’s data breach notification law codified at RCW 19.255.010 and RCW 42.56.590. Contractor shall report, either orally or in writing, to City any Data Breach involving City Data including any confirmation that an unauthorized individual has accessed City Data. The report shall identify the nature of the event, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of Contractor. Contractor shall make the report to the City without undue delay upon discovery of the Data Breach, but in no event more than forty-eight (48) hours after discovery of the Data Breach. Contractor shall provide investigation updates to the City.
- b. Upon a Data Breach, Contractor is not permitted to notify affected individuals without the express written consent of City, unless required to do so by law. Unless Contractor is required by law to provide notification to third parties or the affected individuals in a particular manner, City shall control the time, place, and manner of such notification unless such notification is necessary to investigate or remediate the data breach. Contractor is permitted to hire outside contractors to assist in breach investigation and remediation.

- 9. **No Surreptitious Code.** Contractor warrants that, to the best of its knowledge, its system is free of and does not contain any code or mechanism that collects personal information or asserts control of the City’s system without City’s consent, or which may restrict City’s

access to or use of City Data. Contractor further warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to City Data, or which may restrict City's access to or use of City Data.

- 10. City Control and Responsibility.** City retains all ownership, title, and rights to the City Data. City has and will retain sole responsibility for: (a) all City Data; and (b) City's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks that are owned and operated by the City.

11. Miscellaneous.

- a. **Order of Precedence.** This IPSA shall survive the expiration or earlier termination of the Underlying Agreement. In the event the provisions of this IPSA conflict with any provision of the Underlying Agreement, or Contractor's warranties, support contract, or service level agreement, the provisions of this IPSA shall prevail.
- b. **Entire Agreement.** This IPSA, including its exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this IPSA and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- c. **No Third-Party Beneficiaries.** This IPSA is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IPSA.
- d. **Notices.** All notices required to be given by either party to the other under this IPSA shall be given to the Technology and Information Systems Service Desk at the following email address: ServiceDesk@redmond.gov, or phone number: 425-556-2929. All other notices shall be governed by the requirements of the Underlying Agreement. The City will provide a contact person or persons with valid contact information at the time of customer onboarding for notification of a data breach and will be responsible for updating this information as necessary to ensure its accuracy.
- e. **Amendment and Modification; Waiver.** No amendment to or modification of this IPSA is effective unless it is in writing, identified as an amendment to or modification of this IPSA and signed by an authorized representative of each party. The waiver of any breach of any provision of this IPSA will be effective only if in writing. No such

waiver will operate or be construed as a waiver of any subsequent breach.

- f. **Severability.** If a provision of this IPSA is held invalid under any applicable law, such invalidity will not affect any other provision of this IPSA that can be given effect without the invalid provision. Further, all terms and conditions of this IPSA will be deemed enforceable to the fullest extent permissible under applicable law and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.
- g. **Governing Law; Submission to Jurisdiction.** This IPSA is governed exclusively by the laws of the State of Washington, excluding its conflicts of law rules. Exclusive venue for any action hereunder will lie in the state and federal courts located in Seattle, King County, Washington and both parties hereby submit to the jurisdiction of such courts.
- h. **Counterparts.** This IPSA may be executed in counterparts and by facsimile or electronic pdf, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this IPSA delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this IPSA.



Memorandum

Date: 3/7/2023
Meeting of: City Council

File No. AM No. 23-025
Type: Consent Item

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

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

Police	Brian Coats	Captain
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TITLE:

Approval of an Interlocal Agreement - Mental Health Professional Services for City of Duvall

OVERVIEW STATEMENT:

Police department staff is seeking Council's approval of an interlocal agreement for the City of Redmond to provide Mental Health Professional (MHP) services for the City of Duvall.

The Redmond Police Department employs a dedicated MHP who is a clinically licensed mental health provider and community support administrator. The Police Department agrees to release MHP Kroll from job duties in Redmond to work four hours per week in Duvall with the primary goal being to provide technical assistance and support to develop their own MHP program.

☒ **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 for interlocal agreements.
- **Council Request:**
Approve ILA
- **Other Key Facts:**
N/A

OUTCOMES:

Duvall is desirous of MHP services from Redmond to assist in fulfilling its obligation to the Duvall community pursuant to RCW 39.34.010 and RCW 39.34.080. In addition to providing technical assistance and support to get their own program off the ground, the MHP Kroll will respond to calls along with Duvall officers and assist Duvall officers remotely while working in Redmond.

MHP Kroll has been responding to calls in Duvall and via remote access as a mutual aid request for services. The ILA provides a means for the City of Redmond to be reimbursed for these services, which was not done prior to this agreement.

Per the ILA, the City of Duvall will pay for any costs associated with contracting for mental health professional services provided by Redmond, including a partial salary of \$15,600 up to 208 hours annually. Duvall is obligated to pay additional salary dollars for hours over 208 and for any overtime rates incurred for extended calls.

This is a new contract intended to be effective on January 1, 2023, for a term of two years.

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 City of Duvall will reimburse the City of Redmond for salary costs based on MHP services used.

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

Budget Offer Number:

228 Criminal Justice

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/21/2023	Committee of the Whole - Public Safety and Human Services	Approve

Proposed Upcoming Contact(s)

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

Time Constraints:

This ILA has a 2-year duration with reimbursement of costs for services used.

ANTICIPATED RESULT IF NOT APPROVED:

Redmond will not provide MHP services to the City of Duvall

ATTACHMENTS:

Attachment A: Signed Interlocal Agreement

INTERLOCAL AGREEMENT

Mental Health Professional

This is an Agreement between the City of Redmond, a municipal corporation, hereinafter referred to as "Redmond", and the City of Duvall, a municipal corporation, hereinafter referred to as "Duvall"

RECITALS

- A. Duvall is located within King County, and Duvall has the authority and responsibility to provide police protection for the citizens of Duvall. Redmond has established and maintains a Police Department which routinely provides law enforcement services to the citizens of the City of Redmond, including a dedicated Mental Health Professional, currently Susie Kroll, hereinafter "mental health professional" or "MHP." MHP Kroll is a clinically licensed mental health provider and community support administrator.
- B. Redmond can provide mental health professional services within the corporate limits of Duvall. Duvall is desirous of mental health professional service from Redmond to assist in fulfilling its obligation to Duvall citizens pursuant to RCW 39.34.010 and 39.34.080.

In consideration for the promises set forth herein the parties agree as follows:

1. DUVALL'S RESPONSIBILITIES

- 1.1 Provide a dedicated workspace in an office or cubicle with locking file cabinets.
- 1.2 Pay for any costs associated with contracting for Mental Health Professional services, including a partial salary of \$15,600 (\$75.00 per hour for up to 208 hours annually). Any additional hours over 208 will be billed at \$112.50 per hour. Provide a laptop/Surface/tablet for data collection, case management, overtime for ITA testimony, etc.
- 1.3 If a call in Duvall takes the MHP into overtime for that given shift, Duvall will pay the overtime rate of \$112.50 per hour or a fraction thereof in 15-minute increments through the call's conclusion.
- 1.4 Commissioned and Reserve Duvall police officers will transport MHP to calls for service using the co-responder model.
- 1.5 While performing work in Duvall, the City of Duvall's insurance will cover work-related injuries.
- 1.6 For a period, January 1, 2023 through December 31, 2024, pay Redmond \$112.50 per hour per invoiced call for service, time spent on follow-up, ITA court time, and consultation with mental health referral services.

2. REDMOND'S RESPONSIBILITIES

- 2.1 Provide all uniforms and equipment including police radio and duty cell phone.
- 2.2 Release MHP from job duties in Redmond to work four hours per week in Duvall.
- 2.3 Provide time during MHP regular work hours in Redmond to assist Duvall officers remotely.

2.4 Provide MHP services within the geographical boundaries of Duvall, rendering such service of the same level, degree, and type as customarily provided in the City of Redmond, as more definitively stated in Exhibit A.

3. TERM

3.1 This agreement is a new contract and is intended to be effective on January 1, 2023, for a term of two years (24 months). It may be terminated without cause only after sixty (60) days written notice received by one party, given the other. This agreement may be terminated for cause, if corrective measure have not been commenced within ten (10) days after written notice, and substantially completed with thirty (30) days. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

4. RELATIONSHIP OF PARTIES

4.1 Both parties understand and agree that Redmond is acting hereunder as an independent contractor, with the intended following results:

- a. MHP rendering service hereunder shall be for all purposes an employee of Redmond, although she/he may from time-to-time act for the benefit of Duvall.
- b. Control of MHP, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Redmond.
- c. Control of professional staff standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Redmond.
- d. MHP response prioritization will go to Redmond when incidents require her time simultaneously.

5. INDEMNITY

5.1 Redmond will protect, defend, indemnify, and save harmless Duvall, its officers, employees, and agents from all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of Redmond, its officers, employees, or agents. Redmond agrees that the obligation to indemnify, defend, and hold harmless Duvall and its agents and employees under this provision extends to any claim, demand, or cause of action brought by or on behalf of any employee of Redmond against Duvall, its officers, agents, or employees and includes any judgment, award, and cost arising therefrom, including attorneys' fees.

5.2 Duvall will protect, defend, indemnify, and save harmless Redmond, its officers, employees, and agents from all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of Duvall, its officers, employees, or agents. Duvall agrees that its obligations under this provision extend to any claim, demand, or cause of action brought by or on behalf of any employees of Duvall against Redmond, its officers, agents, or employees and includes any judgment, award, and cost arising therefrom, including attorneys' fees.

6. DISCRIMINATION

6.1 Redmond hereby certifies that it is an equal opportunity employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines

contained in Revised Order 4 of the United States Department of Labor. Both parties agree that they will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, marital status, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, physical, or mental disability or the use of a trained guide dog or service animal by a person with a disability. Both parties agree that they will take affirmative action to ensure that all employment actions are without regard to race, creed, color, religion, sex, national origin, marital status, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, physical, or mental disability or the use of a guide dog or service animal by a person with a disability.

7. NOTICES

7.1 All notices to the parties under terms of this. Agreement, unless otherwise specified herein, or as may be amended, shall be in writing, addressed as follows:

DUVALL:
City of Duvall Police
Department
Chief Michael DeBock
P.O. Box 1300 Duvall, WA
98019

REDMOND:
City of Redmond
Police Department
Chief Darrell Lowe
P.O. Box 98073-9710 Redmond,
WA 98073-9710

8. ENTIRE AGREEMENT/MODIFICATION

8.1 This Agreement is intended to express the entire agreement of the parties and may not be an altered or modified in any way unless such modification is reduced to writing, signed by both parties, and affixed to this original agreement.

DATE: Feb 7, 2023

CITY OF REDMOND

CITY OF DUVALL

By: *D. Lowe*
Darrell Lowe (Feb 7, 2023 13:42 PST)

By: *Amey*
Amey (Feb 7, 2023 15:00 PST)

Its: Chief of Police

Its: Mayor

Approved as to form:

Approved as to form:

James Haney
James Haney (Feb 7, 2023 12:21 PST)

Darrell
Darrell Haney (Feb 7, 2023 18:29 PST)

City Attorney

City Attorney

DATE: Feb 7, 2023

Exhibit A

GENERAL OPERATIONAL PROCEDURES for delivering mental health professional services by the City of Redmond to the City of Duvall.

INTRODUCTION:

The Redmond Police Department is an organization dedicated to customer service and problem-solving through collaboration and communication. In 2018, the department began a mental health co-responder program to augment the response capabilities of officers. The co-responding MHP partners with officers to respond to calls that involve behavioral health issues, mental illness, social service deficits, and other situations as necessary to aid in de-escalation and provide service referrals.

The purpose of the co-responder program is to give police immediate access to an MHP who can connect people experiencing a crisis to services and resources, reducing the need for police and other emergency services. The program aims to improve the safety of the community member, the public, and officers by providing de-escalation, crisis mitigation, and service referrals.

The service calls most likely to benefit from the MHP resource are Mental and Emotional calls, Welfare Checks, Threats, Attempts, and Completed Suicides. The roles and responsibilities of the Mental Health Professional are as follows:

- Accompany police officers to specific calls to assist individuals with mental health, substance use, homelessness, and other social service needs while in Duvall.
- Provide outreach, engagement, and support to individuals in need.
- Make referrals to appropriate service providers and coordinate service delivery.
- Provide information, consultation, and referral options for officers and staff.
- Promote best practices in treatment approaches, support systems, and interventions.
- Advocate needs and liaise between individuals, caregivers, and service providers.
- Follow-up with identified individuals and/or emergency medical contacts and social service providers.
- Conduct annual training sessions for officers and staff on de-escalation, responding to people in crisis, and available social service resources. On a date and time mutually agreed upon by both parties.

MHP will provide the same services above while in the City of Duvall on a mutually agreed upon day and time of the week. For situations, , involving an MHP consult when MHP is not in Duvall, if available, she/he will use an electronic device provided by and maintained by the City of Duvall to display the faces of the involved parties. When incidents in Redmond and Duvall require her/his attention simultaneously, priority will go to Redmond cases for in-person contact. MHP may perform follow-up work for the Duvall case as her/his availability allows.











2023-08 MHP ILA between Redmond and Duvall-FINAL

Final Audit Report

2023-02-08

Created:	2023-02-07
By:	Cheri James (cheri.james@duvallwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwvoYjdfjMrwpYdPo6rEweM9vCDypWvjrn

"2023-08 MHP ILA between Redmond and Duvall-FINAL" History

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Agreement completed.

2023-02-08 - 2:39:31 AM GMT



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Memorandum

Date: 3/7/2023
Meeting of: City Council

File No. AM No. 23-026
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	Mary Grady	Sr Human Resources Analyst
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TITLE:

Confirmation of Salary Commission Candidates

OVERVIEW STATEMENT:

This memo seeks confirmation of seven candidates for the Salary Commission:

Chandrasekhar Goka
Fernando Medina Corey
Kara Simon
Karen Tennyson
Konstantinos Boulis
Matthew Kanter
Othman Erekaeni

City Ordinances 2111, 2157 and 2262, established an independent Salary Commission for the purpose of setting salaries for elected City officials. The Salary Commission has responsibility for evaluating and establishing the salaries for City Council members.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Ordinances 2111, 2157, and 2262

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

OUTCOMES:

The Salary Commission's review and recommendation for any changes to Council salaries would be implemented following the recommendation being filed with the City Clerk and in accordance with state law.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Advertisements and press releases were issued on December 5, 2022 to announce the plan to establish a Salary Commission and to seek candidate applications.
- **Outreach Methods and Results:**
Advertisements and press preleases were issued via on-line and electronic media (Social Media, City Web Page)
- **Feedback Summary:**
Seven candidate applications were received and were reviewed by the City Clerk's office to ensure qualifications for the Salary Commission as required by state law.

BUDGET IMPACT:

Total Cost:

The cost will be determined by outcome of the Salary Commission's review and recommendation.

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

Budget Offer Number:

Offer # 0000023 (Human Resources)

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): Human Resources Director contacted Council via email on February 21, 2023

Date	Meeting	Requested Action
2/21/2023	N/A	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

The work of the Salary Commission is anticipated to be complete by May 2023.

ANTICIPATED RESULT IF NOT APPROVED:

The Salary Commission review process would not be able to occur, and no adjustments to Council salaries would be considered.

ATTACHMENTS:

None



Memorandum

Date: 3/7/2023
Meeting of: City Council

File No. AM No. 23-027
Type: Consent Item

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

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Amanda Deml	Recreation Manager
Parks	Michael Locke	Program Coordinator

TITLE:

Approval of Instructional Services Agreement for Trackers Increasing the Maximum Amount Payable to \$180,000

OVERVIEW STATEMENT:

Seeking approval of an increase to the maximum amount payable to Trackers Instructional Services Agreement. Programs and summer camps offered by this organization will exceed our anticipated enrollment amounts due to high community demand and rising costs. Though the expended amount is increasing, revenues earned by the City in the Recreation Activity Fund will also increase as this agreement is based on a percentage split of enrollment/registration fees between the contractor providing the service and the Parks Department.

This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to authorize the Mayor to sign the agreement.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan; Cost of Service Methodology and Cost Recovery Policy.
- **Required:**
This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to

authorize the Mayor to sign the agreement.

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

OUTCOMES:

The Parks Department partnered with Trackers in Summer 2022, and it was very popular in our community. To meet community demand, we would like to provide additional Trackers programs and camps to our community. An increase to the maximum amount payable allows for serving a greater number of youth who wish to register for these programs while in-turn increasing the revenue for the Recreation Activity Fund.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$180,000.00

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

Budget Offer Number:
000217-Community Recreation

Budget Priority:
Healthy & Sustainable

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

If yes, explain:
N/A

Funding source(s):
Recreation Activity Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/28/2023	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Direction needed prior to finalizing registration information by March 10, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

Enrollment for programs and camps offered by this organization would need to be limited to maintain the current/less than \$75,000 threshold, impacting the recreational opportunities and service available to the community and department revenue.

ATTACHMENTS:

Attachment A: 2023 Instructional Services Agreement - Trackers

City Agreement Routing Form - Alternate #2

The Project Administrator/Coordinator should complete the top section of this form, attach the specified agreement originals to this form and forward the documents to the Parks Business Operations Administrator for review and capturing signatures through DocuSign. The Business Operations Administrator will route the agreement to the contractor/consultant, the appropriate City staff, including the Department Director (or designee), Risk Manager for approval of insurance and indemnification requirements, then the City Clerk. The City Clerk will assign an agreement number, file fully executed contract appropriately, and DocuSign will automatically send a copy of the completed agreement to Purchasing and all signers.

Project Title: _____

Type of Service: Instructional Services for Recreation Classes

Supplier/Contractor Name: _____

Contract/Agreement Amount, Original: _____ Amended Amount: _____

Council Approval Date: N/A- Non Encumbered Nature of Funding: _____
Instructional Contract

Project Administrator: _____ MailStop: _____ Phone: _____

Anticipated Agreement Start Date: _____ Estimated Completion Date: _____

Does this contract contain the purchase of technology related items/services? ☐ YES ☐ NO

If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? ☐ YES ☐ NO

If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Comments:

Account Numbers/
Distribution

NIGP/Commodity Code: _____

ROUTING:

To: Contract Administrator / _____ Date _____
Coordinator (Signature or initials)

Risk Manager _____ Date _____
(Signature or initials)

Director or Designee _____ For Loreen Hamilton Date _____
(Signature or initials)

City Clerk _____ Date _____
(Signature or initials)

NOTE: The agreement becomes fully executable once all parties have signed it. The Business Operations Administrator will then forward one set of originals (through DocuSign) to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk and a copy given to Purchasing.

Finance use ONLY Supplier Id Date Received Agreement #

Instructional Services Agreement, Non-Public Work

PROJECT TITLE & IDENTIFICATION NUMBER (if # is known)	WORK DESCRIPTION (reference & list all attached exhibits) Exhibit A - Scope of Work Exhibit B - Work Schedule Exhibit C - Payment Exhibit D - Goals, Objectives, Policies, and Procedures
CONTRACTOR	CITY PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond
CONTRACTOR CONTACT (Name, address, phone #)	BUDGET OR FUNDING SOURCE
FEDERAL ID #	MAXIMUM AMOUNT PAYABLE, IF ANY
SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #	COMPLETION DATE
APPLICANT NAME	APPLICANT CONTACT (Name, address & phone #)

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

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

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

WHEREAS, the CONTRACTOR has represented to the CITY that the CONTRACTOR has the education, training, and expertise to provide the necessary services for the project and has signified a willingness to furnish instructional services to the CITY, now, therefore,

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

1. **Retention of Contractor - Scope of Work.** The CITY hereby retains the CONTRACTOR to provide instructional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. Except as provided in Paragraph 2(b), the CONTRACTOR shall furnish all services, labor and related equipment necessary to conduct and complete the work.

2. **Conditions/Arrangements.**

A. Each separate program set forth within the Scope of Work constitutes a separate contractual obligation, and all provisions of this Agreement apply to each separate program as though separately contracted for.

B. If class enrollment minimums are not met, the class may be cancelled in its entirety at the discretion of the CITY and or CONTRACTOR, and the CITY and or CONTRACTOR may terminate or negotiate all or part of this Agreement.

C. The CONTRACTOR has read and understands the City of Redmond Parks and Recreation Department Goals and Objectives, Class and Program Instruction Policies, and Contract Administration Procedure attached hereto as Exhibit D and incorporated by this reference as if set forth in full. These goals, objectives, policies and procedures are a material part of this Agreement, and the CONTRACTOR agrees to conduct the programs and/or classes set forth in the Scope of Work in a manner consistent with these goals, objectives, policies and procedures.

D. The CONTRACTOR agrees to attend and participate in program orientation and/or program promotional events as may from time to time be reasonably required and scheduled by the CITY.

3. Completion of Work. The CONTRACTOR shall complete all work required by this Agreement according to the schedule incorporated into the Scope of Work. A failure to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the CONTRACTOR, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the CONTRACTOR, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONTRACTOR. All such extensions shall be in writing and shall be executed by both parties.

4. Payment. The CONTRACTOR shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. The CITY reserves the right to make pro-rata deductions from the amount to be paid to the CONTRACTOR for services not provided as required by the Scope of Work. Payment shall be made by the CITY upon completion of the classes and the furnishing of all services described in the Scope of Work. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached.

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

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

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

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

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

7. **Insurance.** The CONTRACTOR shall provide the following minimum insurance coverages:

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

B. General public liability and property damage insurance in an amount not less than a combined single limit of one million dollars (\$1,000,000) for bodily injury, including death, and property damage per occurrence.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the

CONTRACTOR as to the insurance necessary to protect the CONTRACTOR'S interests and any decision by the CONTRACTOR to carry or not carry insurance amounts in excess of the above is solely that of the CONTRACTOR.

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

8. CONTRACTOR'S Personnel Background. The CONTRACTOR understands that the work to be performed under this Agreement may involve CONTRACTOR'S personnel having unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults, as those terms as defined in RCW 43.43.830. The CONTRACTOR certifies that none of its personnel who will or may be given such access shall have:

A. been convicted of any offense against children or other persons, as defined in RCW 43.43.830; or

B. been convicted of any crimes related to financial exploitation, where the victim was a vulnerable adult, as defined in RCW 43.43.830; or

C. been adjudicated in any civil action to have committed child abuse, as defined in RCW 43.43.830; or

D. had a disciplinary board final decision rendered against them or has been convicted of criminal charges associated with a disciplinary board final decision, as defined in RCW 43.43.830.

9. Records. The CONTRACTOR shall keep all records related to this Agreement for a period of three years following completion of the work for which the CONTRACTOR is retained. The CONTRACTOR shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all

reasonable times during regular business hours of the CONTRACTOR. Upon request, the CONTRACTOR will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONTRACTOR, but the CONTRACTOR may charge the CITY for copies requested for any other purpose.

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

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

12. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by Agreement between the CONTRACTOR and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this Agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

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

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

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

16. **Subcontracting or Assignment.** The CONTRACTOR may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the CITY.

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

18. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONTRACTOR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation

shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. **Taxes.** The CONTRACTOR will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such

taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONTRACTOR.

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

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

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

CONTRACTOR:

By: _____
Title: _____

CITY OF REDMOND:

By: _____
Title: _____
Date: _____

Approved by Department Manager:

For Loreen Hamilton

Approved by Risk Manager:

EXHIBIT A
SCOPE OF WORK

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

The CONTRACTOR, agrees to provide all necessary labor and supplies to perform the following services for the City:

Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance \$2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

EXHIBIT B
WORK SCHEDULE

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached ACTIVENET-Generated Report as part of Exhibit B.

**EXHIBIT C
PAYMENT**

For these services the City shall pay the Contractor at the Redmond -Resident Rate per participant as indicated below. Payable upon completion of the course.

Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.

Contract Split = 75% - Contracting Organization/25% - City

Hybrid Recreation Programs – Participants have the option of joining the class in person, or remotely. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming. There may be limited spaces available for in-person classes based on COVID-19 Restrictions.

Contract Split Virtual Participants = 75% - Contracting Organization/25% - City

Contractor Split In-Person Participants = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (at city facility) – Participants attend program at a city facility.

Contract Split = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (not at city facility) – Participants attend program at the facility of the Contracting Organization.

Contract Split = 70% - Contracting Organization/30% - City

Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND PROCEDURES

For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

Our Values

Commitment to Service, Integrity, Accountability, Welcoming.

Goals and Objectives

The City of Redmond (COR), Parks and Recreation Department provides gathering spaces, activities, events, and learning experiences to meet the recreational needs of the Redmond community. Our goal is to contract with organizations that have a shared vision and will provide a variety of services/activities to create a robust and comprehensive recreational program to our community.

The following goals have been established:

1. To provide and engage participants in comprehensive, year-round recreation activities, classes, and special events designed to meet the needs of ALL, regardless of age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.
2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.
2. Meet all deadlines for Activity Guide related information requested by the program administrator or coordinator.

**Page 12 - Non Public Work Instructional Services Agreement
City of Redmond, standard form**

3. Start and end activities on time and prepare accordingly.
4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.
5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.
6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.
7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.
8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.
9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.
10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances or complaints.
11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.
12. Contractor or their employees may not speak to media without approval from the COR.
 - Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
 - If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

Communications Department. Please provide your Contract Administrator/Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

13. Contractor must obtain written approval to use the COR logo on print material, online, or social media. The logo is protected by copyright.
14. Contractor may only utilize participant information for communicating information to participants about COR programs. Due to the Public Records Act and Health Insurance Portability and Accountability Act (HIPAA), rosters containing personal information are not allowed to be used by contractors for their commercial use.
15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
16. Contractor will maintain accurate attendance counts and records of daily sign-in and sign-out of minors participating in programs. Sign-in sheets and waiver forms will be turned in to program staff with the invoice at the conclusion of the program. Contact your contract administrator or program staff for the best practices for sign-in/sign-out procedures for specific activities.
17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.
18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.
19. Contractor must obtain approval from Program Contract Administrator prior to any trips away from program site.
20. Contractor agrees to attend City of Redmond Contractor Training prior to the start of classes and each time a contract is created or renewed.
21. COR provides fee assistance when a family or individual demonstrates financial need.

Contract Administration Procedure

1. **PROGRAM CANCELTATION:** Individual activity minimums must be met five days prior to the scheduled activity or the activity will be canceled and part of the contract will be terminated. In lieu of cancelation, the City staff may extend an offer to the contractor to provide service for reduced compensation.
2. **CONTRACT PERIOD:** Unless otherwise specified, contracts run for one program period only. Contracts do not automatically renew.
3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.
4. **PROGRAM REGISTRATION:** Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.
5. **PURCHASING:** Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.
6. **REFUNDS:** The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.
7. **SNOW/INCLEMENT WEATHER:** Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.
8. **PHOTO/VIDEO RELEASE:** City of Redmond has the right to take and utilize photos/videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/our group.
9. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

CONTRACTOR

By: _____
Title: _____
Date: _____

CITY OF REDMOND

By: _____
Title: _____
Date: _____



Memorandum

Date: 3/7/2023
Meeting of: City Council

File No. AM No. 23-028
Type: Consent Item

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

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Amanda Deml	Recreation Manager
Parks	Katie Fraser	Program Supervisor

TITLE:

Approval of Instructional Services Agreement for Tennis Outreach Program (TOPS) Increasing the Maximum Amount

Payable to \$130,000

OVERVIEW STATEMENT:

Seeking approval of an increase to the maximum amount payable to TOPs (Tennis Outreach Programs) Instructional Services Agreement. Programs and summer camps offered by this organization will exceed our anticipated enrollment amounts due to high community demand and rising costs. Though the expended amount is increasing, revenues earned by the City in the Recreation Activity Fund will also increase as this agreement is based on a percentage split of enrollment/registration fees between the contractor providing the service and the Parks Department.

This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to authorize the Mayor to sign the agreement.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan; Cost of Service Methodology and Cost Recovery Policy.
- **Required:**

This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to authorize the Mayor to sign the agreement.

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

OUTCOMES:

The Parks Department has partnered with TOPS (Tennis Outreach Programs) for many years to provide recreation programs and camps to our community. An increase to the maximum amount payable allows for serving a greater number of youth and adults who wish to register for these programs while in-turn increasing the revenue for the Recreation Activity Fund.

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:
\$130,000.00

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

Budget Offer Number:
000217-Community Recreation

Budget Priority:
Healthy & Sustainable

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

If yes, explain:
N/A

Funding source(s):
Recreation Activity Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/28/2023	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Direction needed prior to finalizing registration information by March 10, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

Enrollment for programs and camps offered by this organization would need to be limited to maintain the current/less than \$75,000 threshold, impacting the recreational opportunities and service available to the community and department revenue.

ATTACHMENTS:

Attachment A: 2023 Instructional Services Agreement - Tennis Outreach Program

City Agreement Routing Form - Alternate #2

The Project Administrator/Coordinator should complete the top section of this form, attach the specified agreement originals to this form and forward the documents to the Parks Business Operations Administrator for review and capturing signatures through DocuSign. The Business Operations Administrator will route the agreement to the contractor/consultant, the appropriate City staff, including the Department Director (or designee), Risk Manager for approval of insurance and indemnification requirements, then the City Clerk. The City Clerk will assign an agreement number, file fully executed contract appropriately, and DocuSign will automatically send a copy of the completed agreement to Purchasing and all signers.

Project Title: _____

Type of Service: Instructional Services for Recreation Classes

Supplier/Contractor Name: _____

Contract/Agreement Amount, Original: _____ Amended Amount: _____

Council Approval Date: N/A- Non Encumbered Nature of Funding: _____
Instructional Contract

Project Administrator: _____ MailStop: _____ Phone: _____

Anticipated Agreement Start Date: _____ Estimated Completion Date: _____

Does this contract contain the purchase of technology related items/services? ☐ YES ☐ NO

If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? ☐ YES ☐ NO

If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Comments:

Account Numbers/
Distribution

NIGP/Commodity Code: _____

ROUTING:

To: Contract Administrator / _____ Date _____
Coordinator (Signature or initials)

Risk Manager _____ Date _____
(Signature or initials)

Director or Designee _____ For Loreen Hamilton Date _____
(Signature or initials)

City Clerk _____ Date _____
(Signature or initials)

NOTE: The agreement becomes fully executable once all parties have signed it. The Business Operations Administrator will then forward one set of originals (through DocuSign) to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk and a copy given to Purchasing.

Finance use ONLY Supplier Id Date Received Agreement #

Instructional Services Agreement, Non-Public Work

PROJECT TITLE & IDENTIFICATION NUMBER (if # is known)	WORK DESCRIPTION (reference & list all attached exhibits) Exhibit A - Scope of Work Exhibit B - Work Schedule Exhibit C - Payment Exhibit D - Goals, Objectives, Policies, and Procedures
CONTRACTOR	CITY PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond
CONTRACTOR CONTACT (Name, address, phone #)	BUDGET OR FUNDING SOURCE
FEDERAL ID #	MAXIMUM AMOUNT PAYABLE, IF ANY
SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #	COMPLETION DATE
APPLICANT NAME	APPLICANT CONTACT (Name, address & phone #)

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

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

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

WHEREAS, the CONTRACTOR has represented to the CITY that the CONTRACTOR has the education, training, and expertise to provide the necessary services for the project and has signified a willingness to furnish instructional services to the CITY, now, therefore,

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

1. **Retention of Contractor - Scope of Work.** The CITY hereby retains the CONTRACTOR to provide instructional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. Except as provided in Paragraph 2(b), the CONTRACTOR shall furnish all services, labor and related equipment necessary to conduct and complete the work.

2. **Conditions/Arrangements.**

A. Each separate program set forth within the Scope of Work constitutes a separate contractual obligation, and all provisions of this Agreement apply to each separate program as though separately contracted for.

B. If class enrollment minimums are not met, the class may be cancelled in its entirety at the discretion of the CITY and or CONTRACTOR, and the CITY and or CONTRACTOR may terminate or negotiate all or part of this Agreement.

C. The CONTRACTOR has read and understands the City of Redmond Parks and Recreation Department Goals and Objectives, Class and Program Instruction Policies, and Contract Administration Procedure attached hereto as Exhibit D and incorporated by this reference as if set forth in full. These goals, objectives, policies and procedures are a material part of this Agreement, and the CONTRACTOR agrees to conduct the programs and/or classes set forth in the Scope of Work in a manner consistent with these goals, objectives, policies and procedures.

D. The CONTRACTOR agrees to attend and participate in program orientation and/or program promotional events as may from time to time be reasonably required and scheduled by the CITY.

3. Completion of Work. The CONTRACTOR shall complete all work required by this Agreement according to the schedule incorporated into the Scope of Work. A failure to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the CONTRACTOR, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the CONTRACTOR, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONTRACTOR. All such extensions shall be in writing and shall be executed by both parties.

4. Payment. The CONTRACTOR shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. The CITY reserves the right to make pro-rata deductions from the amount to be paid to the CONTRACTOR for services not provided as required by the Scope of Work. Payment shall be made by the CITY upon completion of the classes and the furnishing of all services described in the Scope of Work. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached.

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

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

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

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

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

7. **Insurance.** The CONTRACTOR shall provide the following minimum insurance coverages:

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

B. General public liability and property damage insurance in an amount not less than a combined single limit of one million dollars (\$1,000,000) for bodily injury, including death, and property damage per occurrence.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the

CONTRACTOR as to the insurance necessary to protect the CONTRACTOR'S interests and any decision by the CONTRACTOR to carry or not carry insurance amounts in excess of the above is solely that of the CONTRACTOR.

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

8. CONTRACTOR'S Personnel Background. The CONTRACTOR understands that the work to be performed under this Agreement may involve CONTRACTOR'S personnel having unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults, as those terms as defined in RCW 43.43.830. The CONTRACTOR certifies that none of its personnel who will or may be given such access shall have:

A. been convicted of any offense against children or other persons, as defined in RCW 43.43.830; or

B. been convicted of any crimes related to financial exploitation, where the victim was a vulnerable adult, as defined in RCW 43.43.830; or

C. been adjudicated in any civil action to have committed child abuse, as defined in RCW 43.43.830; or

D. had a disciplinary board final decision rendered against them or has been convicted of criminal charges associated with a disciplinary board final decision, as defined in RCW 43.43.830.

9. Records. The CONTRACTOR shall keep all records related to this Agreement for a period of three years following completion of the work for which the CONTRACTOR is retained. The CONTRACTOR shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all

reasonable times during regular business hours of the CONTRACTOR. Upon request, the CONTRACTOR will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONTRACTOR, but the CONTRACTOR may charge the CITY for copies requested for any other purpose.

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

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

12. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by Agreement between the CONTRACTOR and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this Agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

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

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

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

16. **Subcontracting or Assignment.** The CONTRACTOR may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the CITY.

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

18. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONTRACTOR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation

shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. **Taxes.** The CONTRACTOR will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such

taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONTRACTOR.

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

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

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

CONTRACTOR:

By: _____
Title: _____

CITY OF REDMOND:

By: _____
Title: _____
Date: _____

Approved by Department Manager:

For Loreen Hamilton

Approved by Risk Manager:

EXHIBIT A
SCOPE OF WORK

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

The CONTRACTOR, agrees to provide all necessary labor and supplies to perform the following services for the City:

Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance \$2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

EXHIBIT B
WORK SCHEDULE

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached ACTIVENET-Generated Report as part of Exhibit B.

**EXHIBIT C
PAYMENT**

For these services the City shall pay the Contractor at the Redmond -Resident Rate per participant as indicated below. Payable upon completion of the course.

Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.

Contract Split = 75% - Contracting Organization/25% - City

Hybrid Recreation Programs – Participants have the option of joining the class in person, or remotely. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming. There may be limited spaces available for in-person classes based on COVID-19 Restrictions.

Contract Split Virtual Participants = 75% - Contracting Organization/25% - City

Contractor Split In-Person Participants = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (at city facility) – Participants attend program at a city facility.

Contract Split = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (not at city facility) – Participants attend program at the facility of the Contracting Organization.

Contract Split = 70% - Contracting Organization/30% - City

Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND PROCEDURES

For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

Our Values

Commitment to Service, Integrity, Accountability, Welcoming.

Goals and Objectives

The City of Redmond (COR), Parks and Recreation Department provides gathering spaces, activities, events, and learning experiences to meet the recreational needs of the Redmond community. Our goal is to contract with organizations that have a shared vision and will provide a variety of services/activities to create a robust and comprehensive recreational program to our community.

The following goals have been established:

1. To provide and engage participants in comprehensive, year-round recreation activities, classes, and special events designed to meet the needs of ALL, regardless of age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.
2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.
2. Meet all deadlines for Activity Guide related information requested by the program administrator or coordinator.

**Page 12 - Non Public Work Instructional Services Agreement
City of Redmond, standard form**

3. Start and end activities on time and prepare accordingly.
4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.
5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.
6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.
7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.
8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.
9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.
10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances or complaints.
11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.
12. Contractor or their employees may not speak to media without approval from the COR.
 - Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
 - If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

Communications Department. Please provide your Contract Administrator/Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

13. Contractor must obtain written approval to use the COR logo on print material, online, or social media. The logo is protected by copyright.
14. Contractor may only utilize participant information for communicating information to participants about COR programs. Due to the Public Records Act and Health Insurance Portability and Accountability Act (HIPAA), rosters containing personal information are not allowed to be used by contractors for their commercial use.
15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
16. Contractor will maintain accurate attendance counts and records of daily sign-in and sign-out of minors participating in programs. Sign-in sheets and waiver forms will be turned in to program staff with the invoice at the conclusion of the program. Contact your contract administrator or program staff for the best practices for sign-in/sign-out procedures for specific activities.
17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.
18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.
19. Contractor must obtain approval from Program Contract Administrator prior to any trips away from program site.
20. Contractor agrees to attend City of Redmond Contractor Training prior to the start of classes and each time a contract is created or renewed.
21. COR provides fee assistance when a family or individual demonstrates financial need.

Contract Administration Procedure

1. **PROGRAM CANCELATION:** Individual activity minimums must be met five days prior to the scheduled activity or the activity will be canceled and part of the contract will be terminated. In lieu of cancelation, the City staff may extend an offer to the contractor to provide service for reduced compensation.
2. **CONTRACT PERIOD:** Unless otherwise specified, contracts run for one program period only. Contracts do not automatically renew.
3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.
4. **PROGRAM REGISTRATION:** Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.
5. **PURCHASING:** Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.
6. **REFUNDS:** The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.
7. **SNOW/INCLEMENT WEATHER:** Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.
8. **PHOTO/VIDEO RELEASE:** City of Redmond has the right to take and utilize photos/videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/our group.
9. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

CONTRACTOR

By: _____
Title: _____
Date: _____

CITY OF REDMOND

By: _____
Title: _____
Date: _____



Memorandum

Date: 3/7/2023
Meeting of: City Council

File No. AM No. 23-029
Type: Consent Item

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

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Amanda Deml	Recreation Manager
Parks	Cindy Johnson	Program Supervisor

TITLE:

Approval of Instructional Services Agreement for Nature Vision Increasing the Maximum Amount Payable to \$115,000

OVERVIEW STATEMENT:

Seeking approval of an increase to the maximum amount payable to Nature Vision Instructional Services Agreement. Programs and summer camps offered by this organization will exceed our anticipated enrollment amounts due to high community demand and rising costs. Though the expended amount is increasing, revenues earned by the City in the Recreation Activity Fund will also increase as this agreement is based on a percentage split of enrollment/registration fees between the contractor providing the service and the Parks Department.

This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to authorize the Mayor to sign the agreement.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan; Cost of Service Methodology and Cost Recovery Policy.
- **Required:**
This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to

authorize the Mayor to sign the agreement.

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

OUTCOMES:

The Parks Department has partnered with Nature Vision for many years to provide recreation programs and camps to our community. An increase to the maximum amount payable allows for serving a greater number of youth who wish to register for these programs while in-turn increasing the revenue for the Recreation Activity Fund.

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:
\$115,000.00

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

Budget Offer Number:
000217-Community Recreation

Budget Priority:
Healthy & Sustainable

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

If yes, explain:
N/A

Funding source(s):
Recreation Activity Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/28/2023	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Direction needed prior to finalizing registration information by March 10, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

Enrollment for programs and camps offered by this organization would need to be limited to maintain the current/less than \$75,000 threshold, impacting the recreational opportunities and service available to the community and department revenue.

ATTACHMENTS:

Attachment A: 2023 Instructional Services Agreement - Nature Vision

City Agreement Routing Form - Alternate #2

The Project Administrator/Coordinator should complete the top section of this form, attach the specified agreement originals to this form and forward the documents to the Parks Business Operations Administrator for review and capturing signatures through DocuSign. The Business Operations Administrator will route the agreement to the contractor/consultant, the appropriate City staff, including the Department Director (or designee), Risk Manager for approval of insurance and indemnification requirements, then the City Clerk. The City Clerk will assign an agreement number, file fully executed contract appropriately, and DocuSign will automatically send a copy of the completed agreement to Purchasing and all signers.

Project Title: _____

Type of Service: Instructional Services for Recreation Classes

Supplier/Contractor Name: _____

Contract/Agreement Amount, Original: _____ Amended Amount: _____

Council Approval Date: N/A- Non Encumbered Nature of Funding: _____
Instructional Contract

Project Administrator: _____ MailStop: _____ Phone: _____

Anticipated Agreement Start Date: _____ Estimated Completion Date: _____

Does this contract contain the purchase of technology related items/services? ☐ YES ☐ NO

If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? ☐ YES ☐ NO

If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Comments:

Account Numbers/
Distribution

NIGP/Commodity Code: _____

ROUTING:

To: Contract Administrator / Coordinator	_____	Date	_____
	(Signature or initials)		
Risk Manager	_____	Date	_____
	(Signature or initials)		
Director or Designee	_____	Date	_____
	(Signature or initials)		
City Clerk	_____	Date	_____
	(Signature or initials)		

NOTE: The agreement becomes fully executable once all parties have signed it. The Business Operations Administrator will then forward one set of originals (through DocuSign) to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk and a copy given to Purchasing.

Finance use ONLY Supplier Id _____ Date Received _____ Agreement # _____

Instructional Services Agreement, Non-Public Work

PROJECT TITLE & IDENTIFICATION NUMBER (if # is known)	WORK DESCRIPTION (reference & list all attached exhibits) Exhibit A - Scope of Work Exhibit B - Work Schedule Exhibit C - Payment Exhibit D - Goals, Objectives, Policies, and Procedures Exhibit E - COVID-19 Vaccination Requirements
CONTRACTOR	CITY PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond
CONTRACTOR CONTACT (Name, address, phone #)	BUDGET OR FUNDING SOURCE
FEDERAL ID #	MAXIMUM AMOUNT PAYABLE, IF ANY
SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #	COMPLETION DATE
APPLICANT NAME	APPLICANT CONTACT (Name, address & phone #)

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

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

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

WHEREAS, the CONTRACTOR has represented to the CITY that the CONTRACTOR has the education, training, and expertise to provide the necessary services for the project and has signified a willingness to furnish instructional services to the CITY, now, therefore,

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

1. **Retention of Contractor - Scope of Work.** The CITY hereby retains the CONTRACTOR to provide instructional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. Except as provided in Paragraph 2(b), the CONTRACTOR shall furnish all services, labor and related equipment necessary to conduct and complete the work.

2. **Conditions/Arrangements.**

A. Each separate program set forth within the Scope of Work constitutes a separate contractual obligation, and all provisions of this Agreement apply to each separate program as though separately contracted for.

B. If class enrollment minimums are not met, the class may be cancelled in its entirety at the discretion of the CITY and or CONTRACTOR, and the CITY and or CONTRACTOR may terminate or negotiate all or part of this Agreement.

C. The CONTRACTOR has read and understands the City of Redmond Parks and Recreation Department Goals and Objectives, Class and Program Instruction Policies, and Contract Administration Procedure attached hereto as Exhibit D and incorporated by this reference as if set forth in full. These goals, objectives, policies and procedures are a material part of this Agreement, and the CONTRACTOR agrees to conduct the programs and/or classes set forth in the Scope of Work in a manner consistent with these goals, objectives, policies and procedures.

D. The CONTRACTOR agrees to attend and participate in program orientation and/or program promotional events as may from time to time be reasonably required and scheduled by the CITY.

3. Completion of Work. The CONTRACTOR shall complete all work required by this Agreement according to the schedule incorporated into the Scope of Work. A failure to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the CONTRACTOR, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the CONTRACTOR, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONTRACTOR. All such extensions shall be in writing and shall be executed by both parties.

4. Payment. The CONTRACTOR shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. The CITY reserves the right to make pro-rata deductions from the amount to be paid to the CONTRACTOR for services not provided as required by the Scope of Work. Payment shall be made by the CITY upon completion of the classes and the furnishing of all services described in the Scope of Work. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached.

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

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

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

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

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

7. **Insurance.** The CONTRACTOR shall provide the following minimum insurance coverages:

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

B. General public liability and property damage insurance in an amount not less than a combined single limit of one million dollars (\$1,000,000) for bodily injury, including death, and property damage per occurrence.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the

CONTRACTOR as to the insurance necessary to protect the CONTRACTOR'S interests and any decision by the CONTRACTOR to carry or not carry insurance amounts in excess of the above is solely that of the CONTRACTOR.

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

8. CONTRACTOR'S Personnel Background. The CONTRACTOR understands that the work to be performed under this Agreement may involve CONTRACTOR'S personnel having unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults, as those terms as defined in RCW 43.43.830. The CONTRACTOR certifies that none of its personnel who will or may be given such access shall have:

A. been convicted of any offense against children or other persons, as defined in RCW 43.43.830; or

B. been convicted of any crimes related to financial exploitation, where the victim was a vulnerable adult, as defined in RCW 43.43.830; or

C. been adjudicated in any civil action to have committed child abuse, as defined in RCW 43.43.830; or

D. had a disciplinary board final decision rendered against them or has been convicted of criminal charges associated with a disciplinary board final decision, as defined in RCW 43.43.830.

9. Records. The CONTRACTOR shall keep all records related to this Agreement for a period of three years following completion of the work for which the CONTRACTOR is retained. The CONTRACTOR shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all

reasonable times during regular business hours of the CONTRACTOR. Upon request, the CONTRACTOR will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONTRACTOR, but the CONTRACTOR may charge the CITY for copies requested for any other purpose.

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

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

12. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by Agreement between the CONTRACTOR and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this Agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

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

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

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

16. **Subcontracting or Assignment.** The CONTRACTOR may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the CITY.

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

18. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONTRACTOR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation

shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. **Taxes.** The CONTRACTOR will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such

taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONTRACTOR.

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

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

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

CONTRACTOR:

By: _____
Title: _____

CITY OF REDMOND:

By: _____
Title: _____
Date: _____

Approved by Department Manager:

For ~~Carrie Hite~~

Approved by Risk Manager:

EXHIBIT A
SCOPE OF WORK

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

The CONTRACTOR, agrees to provide all necessary labor and supplies to perform the following services for the City:

Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance \$2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

EXHIBIT B
WORK SCHEDULE

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached ACTIVENET-Generated Report as part of Exhibit B.

**EXHIBIT C
PAYMENT**

For these services the City shall pay the Contractor at the Redmond -Resident Rate per participant as indicated below. Payable upon completion of the course.

Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.

Contract Split = 75% - Contracting Organization/25% - City

Hybrid Recreation Programs – Participants have the option of joining the class in person, or remotely. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming. There may be limited spaces available for in-person classes based on COVID-19 Restrictions.

Contract Split Virtual Participants = 75% - Contracting Organization/25% - City

Contractor Split In-Person Participants = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (at city facility) – Participants attend program at a city facility.

Contract Split = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (not at city facility) – Participants attend program at the facility of the Contracting Organization.

Contract Split = 70% - Contracting Organization/30% - City

Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND PROCEDURES

For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

Our Values

Commitment to Service, Integrity, Accountability, Welcoming.

Goals and Objectives

The City of Redmond (COR), Parks and Recreation Department provides gathering spaces, activities, events, and learning experiences to meet the recreational needs of the Redmond community. Our goal is to contract with organizations that have a shared vision and will provide a variety of services/activities to create a robust and comprehensive recreational program to our community.

The following goals have been established:

1. To provide and engage participants in comprehensive, year-round recreation activities, classes, and special events designed to meet the needs of ALL, regardless of age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.
2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.
2. Meet all deadlines for Activity Guide related information requested by the program administrator or coordinator.

**Page 12 - Non Public Work Instructional Services Agreement
City of Redmond, standard form**

3. Start and end activities on time and prepare accordingly.
4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.
5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.
6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.
7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.
8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.
9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.
10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances or complaints.
11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.
12. Contractor or their employees may not speak to media without approval from the COR.
 - Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
 - If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

Communications Department. Please provide your Contract Administrator/Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

13. Contractor must obtain written approval to use the COR logo on print material, online, or social media. The logo is protected by copyright.
14. Contractor may only utilize participant information for communicating information to participants about COR programs. Due to the Public Records Act and Health Insurance Portability and Accountability Act (HIPAA), rosters containing personal information are not allowed to be used by contractors for their commercial use.
15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
16. Contractor will maintain accurate attendance counts and records of daily sign-in and sign-out of minors participating in programs. Sign-in sheets and waiver forms will be turned in to program staff with the invoice at the conclusion of the program. Contact your contract administrator or program staff for the best practices for sign-in/sign-out procedures for specific activities.
17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.
18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.
19. Contractor must obtain approval from Program Contract Administrator prior to any trips away from program site.
20. Contractor agrees to attend City of Redmond Contractor Training prior to the start of classes and each time a contract is created or renewed.
21. COR provides fee assistance when a family or individual demonstrates financial need.

Contract Administration Procedure

1. **PROGRAM CANCELATION:** Individual activity minimums must be met five days prior to the scheduled activity or the activity will be canceled and part of the contract will be terminated. In lieu of cancelation, the City staff may extend an offer to the contractor to provide service for reduced compensation.
2. **CONTRACT PERIOD:** Unless otherwise specified, contracts run for one program period only. Contracts do not automatically renew.
3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.
4. **PROGRAM REGISTRATION:** Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.
5. **PURCHASING:** Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.
6. **REFUNDS:** The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.
7. **SNOW/INCLEMENT WEATHER:** Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.
8. **PHOTO/VIDEO RELEASE:** City of Redmond has the right to take and utilize photos/videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/our group.
9. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

EXHIBIT E

COVID-19 VACCINATION REQUIREMENTS

1. Vaccination of the Contractor Instructors, Employees and Volunteers. Effective October 18, 2021, the Contractor shall ensure that all instructors, employees, and volunteers of the Contractor providing services under the Agreement are full vaccinated against COVID-19. As provided in Governor Inslee's Proclamations, a person is fully vaccinated against COVID-19 two weeks after they have received the second dose in a two-dose series of a COVID-19 vaccine (e.g., Pfizer-BioNTech or Moderna) or a single dose COVID-19 vaccine (e.g., Johnson & Johnson (J&J)/Janssen) authorized for emergency use, licensed, or otherwise approved by the FDA or listed for emergency use or otherwise approved by the World Healthy Organization. The Contractor shall not permit any of its instructors, employees, or volunteers to provide services under the Agreement or to access City property in connection with the provision of such services unless fully vaccinated.

2. Proof of Full Vaccination Required. All Contractor instructors, employees, and volunteers shall be required to show proof of full vaccination against COVID-19 to the City's Program Administrator or designee prior to being admitted to any City property or providing any services under the Agreement after October 18, 2021. As provided in Governor Inslee's Proclamations, acceptable proof of vaccination consists of one of the following:

- CDC COVID-19 Vaccination Record Card or photo of the card.
- Documentation of vaccination from health care provider or electronic health record.
- State immunization information system record.
- For an individual who was vaccinated outside of the United State, a reasonable equivalent of any of the above.

Personal attestation is not an acceptable form of verification of COVID-19 vaccination.

3. Exceptions. Governor Inslee's Proclamations provide narrow exceptions from the vaccine requirements for individuals who qualify for a disability accommodation or sincerely held religious belief accommodation, who are part of a COVID-19 clinical trial, or who are too young to receive the vaccine. In the event that any Contractor instructor, employee, or volunteer has been granted such an exemption by the Contractor, any such instructor, employee, or volunteer shall be required to wear an approved face covering and maintain physical distancing at all times while providing services under this Agreement, whether indoors or outdoors and whether on City property or off, and the Contractor shall be required to demonstrate to the satisfaction of the City that it requires its instructors, employees, and volunteers who are granted exemptions to undergo periodic testing and take such other precautions as may be necessary to minimize the potential for infection. Nothing in this section shall, however, require the Contractor to disclose any protected medical information of any individual instructor, employee, or volunteer or any information that might otherwise violate such instructor's, employee's, or volunteer's privacy.

4. Remainder of Agreement Unaffected. Except as modified herein, all remaining provisions of the Agreement shall continue in force and are unaffected by this Amendment/ Exhibit.

CONTRACTOR/CONSULTANT

CITY OF REDMOND

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



Memorandum

Date: 3/7/2023
Meeting of: City Council

File No. AM No. 23-030
Type: Consent Item

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

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Amanda Deml	Recreation Manager
Parks	Sarah Morton	Program Coordinator

TITLE:

Approval of Instructional Services Agreement for Eastside Skill Samurai Increasing the Maximum Amount Payable to \$90,000

OVERVIEW STATEMENT:

Seeking approval of an increase to the maximum amount payable to Eastside Skill Samurai Instructional Services Agreement. Programs and summer camps offered by this organization will exceed our anticipated enrollment amounts due to high community demand and rising costs. Though the expended amount is increasing, revenues earned by the City in the Recreation Activity Fund will also increase as this agreement is based on a percentage split of enrollment/registration fees between the contractor providing the service and the Parks Department.

This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to authorize the Mayor to sign the agreement.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan; Cost of Service Methodology and Cost Recovery Policy.
- **Required:**
This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to authorize the Mayor to sign the agreement.

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

OUTCOMES:

The Parks Department is entering into partnership with Eastside Skill Samurai for Summer 2023, and we anticipate enrollment filling. An increase to the maximum amount payable allows for serving a greater number of youth who wish to register for these programs while in-turn increasing the revenue for the Recreation Activity Fund.

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:
\$90,000.00

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

Budget Offer Number:
000217-Community Recreation

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Recreation Activity Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/28/2023	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Direction needed prior to finalizing registration information by March 10, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

Enrollment for programs and camps offered by this organization would need to be limited to maintain the current/less than \$75,000 threshold, impacting the recreational opportunities and service available to the community and department revenue.

ATTACHMENTS:

Attachment A: 2023 Instructional Services Agreement - Eastside Skill Samurai

City Agreement Routing Form - Alternate #2

The Project Administrator/Coordinator should complete the top section of this form, attach the specified agreement originals to this form and forward the documents to the Parks Business Operations Administrator for review and capturing signatures through DocuSign. The Business Operations Administrator will route the agreement to the contractor/consultant, the appropriate City staff, including the Department Director (or designee), Risk Manager for approval of insurance and indemnification requirements, then the City Clerk. The City Clerk will assign an agreement number, file fully executed contract appropriately, and DocuSign will automatically send a copy of the completed agreement to Purchasing and all signers.

Project Title: _____

Type of Service: Instructional Services for Recreation Classes

Supplier/Contractor Name: _____

Contract/Agreement Amount, Original: _____ Amended Amount: _____

Council Approval Date: N/A- Non Encumbered Nature of Funding: _____
Instructional Contract

Project Administrator: _____ MailStop: _____ Phone: _____

Anticipated Agreement Start Date: _____ Estimated Completion Date: _____

Does this contract contain the purchase of technology related items/services? ☐ YES ☐ NO

If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? ☐ YES ☐ NO

If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Comments:

Account Numbers/
Distribution

NIGP/Commodity Code: _____

ROUTING:

To: Contract Administrator / _____ Date _____
Coordinator (Signature or initials)

Risk Manager _____ Date _____
(Signature or initials)

Director or Designee _____ For Loreen Hamilton Date _____
(Signature or initials)

City Clerk _____ Date _____
(Signature or initials)

NOTE: The agreement becomes fully executable once all parties have signed it. The Business Operations Administrator will then forward one set of originals (through DocuSign) to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk and a copy given to Purchasing.

Finance use ONLY Supplier Id Date Received Agreement #

Instructional Services Agreement, Non-Public Work

PROJECT TITLE & IDENTIFICATION NUMBER (if # is known)	WORK DESCRIPTION (reference & list all attached exhibits) Exhibit A - Scope of Work Exhibit B - Work Schedule Exhibit C - Payment Exhibit D - Goals, Objectives, Policies, and Procedures
CONTRACTOR	CITY PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond
CONTRACTOR CONTACT (Name, address, phone #)	BUDGET OR FUNDING SOURCE
FEDERAL ID #	MAXIMUM AMOUNT PAYABLE, IF ANY
SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #	COMPLETION DATE
APPLICANT NAME	APPLICANT CONTACT (Name, address & phone #)

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

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

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

WHEREAS, the CONTRACTOR has represented to the CITY that the CONTRACTOR has the education, training, and expertise to provide the necessary services for the project and has signified a willingness to furnish instructional services to the CITY, now, therefore,

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

1. **Retention of Contractor - Scope of Work.** The CITY hereby retains the CONTRACTOR to provide instructional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. Except as provided in Paragraph 2(b), the CONTRACTOR shall furnish all services, labor and related equipment necessary to conduct and complete the work.

2. **Conditions/Arrangements.**

A. Each separate program set forth within the Scope of Work constitutes a separate contractual obligation, and all provisions of this Agreement apply to each separate program as though separately contracted for.

B. If class enrollment minimums are not met, the class may be cancelled in its entirety at the discretion of the CITY and or CONTRACTOR, and the CITY and or CONTRACTOR may terminate or negotiate all or part of this Agreement.

C. The CONTRACTOR has read and understands the City of Redmond Parks and Recreation Department Goals and Objectives, Class and Program Instruction Policies, and Contract Administration Procedure attached hereto as Exhibit D and incorporated by this reference as if set forth in full. These goals, objectives, policies and procedures are a material part of this Agreement, and the CONTRACTOR agrees to conduct the programs and/or classes set forth in the Scope of Work in a manner consistent with these goals, objectives, policies and procedures.

D. The CONTRACTOR agrees to attend and participate in program orientation and/or program promotional events as may from time to time be reasonably required and scheduled by the CITY.

3. Completion of Work. The CONTRACTOR shall complete all work required by this Agreement according to the schedule incorporated into the Scope of Work. A failure to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the CONTRACTOR, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the CONTRACTOR, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONTRACTOR. All such extensions shall be in writing and shall be executed by both parties.

4. Payment. The CONTRACTOR shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. The CITY reserves the right to make pro-rata deductions from the amount to be paid to the CONTRACTOR for services not provided as required by the Scope of Work. Payment shall be made by the CITY upon completion of the classes and the furnishing of all services described in the Scope of Work. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached.

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

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

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

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

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

7. **Insurance.** The CONTRACTOR shall provide the following minimum insurance coverages:

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

B. General public liability and property damage insurance in an amount not less than a combined single limit of one million dollars (\$1,000,000) for bodily injury, including death, and property damage per occurrence.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the

CONTRACTOR as to the insurance necessary to protect the CONTRACTOR'S interests and any decision by the CONTRACTOR to carry or not carry insurance amounts in excess of the above is solely that of the CONTRACTOR.

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

8. CONTRACTOR'S Personnel Background. The CONTRACTOR understands that the work to be performed under this Agreement may involve CONTRACTOR'S personnel having unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults, as those terms as defined in RCW 43.43.830. The CONTRACTOR certifies that none of its personnel who will or may be given such access shall have:

A. been convicted of any offense against children or other persons, as defined in RCW 43.43.830; or

B. been convicted of any crimes related to financial exploitation, where the victim was a vulnerable adult, as defined in RCW 43.43.830; or

C. been adjudicated in any civil action to have committed child abuse, as defined in RCW 43.43.830; or

D. had a disciplinary board final decision rendered against them or has been convicted of criminal charges associated with a disciplinary board final decision, as defined in RCW 43.43.830.

9. Records. The CONTRACTOR shall keep all records related to this Agreement for a period of three years following completion of the work for which the CONTRACTOR is retained. The CONTRACTOR shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all

reasonable times during regular business hours of the CONTRACTOR. Upon request, the CONTRACTOR will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONTRACTOR, but the CONTRACTOR may charge the CITY for copies requested for any other purpose.

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

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

12. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by Agreement between the CONTRACTOR and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this Agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

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

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

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

16. **Subcontracting or Assignment.** The CONTRACTOR may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the CITY.

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

18. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONTRACTOR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation

shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. **Taxes.** The CONTRACTOR will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such

taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONTRACTOR.

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

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

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

CONTRACTOR:

By: _____
Title: _____

CITY OF REDMOND:

By: _____
Title: _____
Date: _____

Approved by Department Manager:

For Loreen Hamilton

Approved by Risk Manager:

EXHIBIT A
SCOPE OF WORK

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

The CONTRACTOR, agrees to provide all necessary labor and supplies to perform the following services for the City:

Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance \$2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

EXHIBIT B
WORK SCHEDULE

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached ACTIVENET-Generated Report as part of Exhibit B.

**EXHIBIT C
PAYMENT**

For these services the City shall pay the Contractor at the Redmond -Resident Rate per participant as indicated below. Payable upon completion of the course.

Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.

Contract Split = 75% - Contracting Organization/25% - City

Hybrid Recreation Programs – Participants have the option of joining the class in person, or remotely. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming. There may be limited spaces available for in-person classes based on COVID-19 Restrictions.

Contract Split Virtual Participants = 75% - Contracting Organization/25% - City

Contractor Split In-Person Participants = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (at city facility) – Participants attend program at a city facility.

Contract Split = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (not at city facility) – Participants attend program at the facility of the Contracting Organization.

Contract Split = 70% - Contracting Organization/30% - City

Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND PROCEDURES

For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

Our Values

Commitment to Service, Integrity, Accountability, Welcoming.

Goals and Objectives

The City of Redmond (COR), Parks and Recreation Department provides gathering spaces, activities, events, and learning experiences to meet the recreational needs of the Redmond community. Our goal is to contract with organizations that have a shared vision and will provide a variety of services/activities to create a robust and comprehensive recreational program to our community.

The following goals have been established:

1. To provide and engage participants in comprehensive, year-round recreation activities, classes, and special events designed to meet the needs of ALL, regardless of age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.
2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.
2. Meet all deadlines for Activity Guide related information requested by the program administrator or coordinator.

**Page 12 - Non Public Work Instructional Services Agreement
City of Redmond, standard form**

3. Start and end activities on time and prepare accordingly.
4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.
5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.
6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.
7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.
8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.
9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.
10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances or complaints.
11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.
12. Contractor or their employees may not speak to media without approval from the COR.
 - Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
 - If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

Communications Department. Please provide your Contract Administrator/Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

13. Contractor must obtain written approval to use the COR logo on print material, online, or social media. The logo is protected by copyright.
14. Contractor may only utilize participant information for communicating information to participants about COR programs. Due to the Public Records Act and Health Insurance Portability and Accountability Act (HIPAA), rosters containing personal information are not allowed to be used by contractors for their commercial use.
15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
16. Contractor will maintain accurate attendance counts and records of daily sign-in and sign-out of minors participating in programs. Sign-in sheets and waiver forms will be turned in to program staff with the invoice at the conclusion of the program. Contact your contract administrator or program staff for the best practices for sign-in/sign-out procedures for specific activities.
17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.
18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.
19. Contractor must obtain approval from Program Contract Administrator prior to any trips away from program site.
20. Contractor agrees to attend City of Redmond Contractor Training prior to the start of classes and each time a contract is created or renewed.
21. COR provides fee assistance when a family or individual demonstrates financial need.

Contract Administration Procedure

1. **PROGRAM CANCELATION:** Individual activity minimums must be met five days prior to the scheduled activity or the activity will be canceled and part of the contract will be terminated. In lieu of cancelation, the City staff may extend an offer to the contractor to provide service for reduced compensation.
2. **CONTRACT PERIOD:** Unless otherwise specified, contracts run for one program period only. Contracts do not automatically renew.
3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.
4. **PROGRAM REGISTRATION:** Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.
5. **PURCHASING:** Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.
6. **REFUNDS:** The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.
7. **SNOW/INCLEMENT WEATHER:** Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.
8. **PHOTO/VIDEO RELEASE:** City of Redmond has the right to take and utilize photos/videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/our group.
9. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

CONTRACTOR

By: _____
Title: _____
Date: _____

CITY OF REDMOND

By: _____
Title: _____
Date: _____



Memorandum

Date: 3/7/2023
Meeting of: City Council

File No. AM No. 23-031
Type: Staff Report

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

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill, AICP	Planning Manager
Planning and Community Development	Ian Lefcourte, AICP	Senior Planner

TITLE:

Resolution Approving the Allocation of \$1,321,900 to A Regional Coalition for Housing (ARCH) for the Development of Affordable Housing

OVERVIEW STATEMENT:

Staff recommends that the City Council adopt a resolution (Attachment A) to authorize the allocation of \$1,321,900 from the Housing Trust Fund to A Regional Coalition for Housing (ARCH) to finance affordable housing projects in East King County communities per the December 2022 Housing Trust Fund (HTF) Recommendations (Attachment A, Exhibit A). The ARCH Executive Director, Lindsay Masters, will be providing background regarding the coalition's work and the Housing Trust Fund recommendations. An issues matrix has been prepared as a component of this agenda memo that responds to Council questions posed during the Planning and Public Works Committee of the Whole Meeting on February 21st (Attachment C).

ARCH was created in 1992 through an interlocal agreement of several city governments and King County to address housing needs in East King County; it currently has 16 member jurisdictions. The ARCH Executive Board reviews funding requests received from non-profit housing providers every fall for projects related to affordable housing. The ARCH Executive Board provides recommendations to member Councils for funding early the following year. These recommendations must be approved by member Councils. This process is conducted annually.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
The Comprehensive Plan Housing Element provides a framework for housing goals, policies, and actions to address housing needs that advance the City's vision. Policy HO-4 calls for cooperation with ARCH and others in the funding of affordable housing.
- **Required:**
Per the interlocal agreement between ARCH and the City, Council approval is needed to authorize the allocation of funds to ARCH for affordable housing.
- **Council Request:**
N/A
- **Other Key Facts:**
This is an annual process with ARCH and associated member jurisdictions.

OUTCOMES:

After careful deliberation, the ARCH Executive Board concurred with the recommendations of the ARCH Community Advisory Board and recommends funding \$7,645,900 for seven projects. The total request of Redmond is \$1,321,900.

1. Ardea
 - a. Funding Request of Redmond: \$261,200
 - b. Affordable Units: 170
 - c. Located in Kirkland
2. Bellevue Homes
 - a. Funding Request of Redmond: \$111,900
 - b. Affordable Units: 25
 - c. Located in Bellevue
3. Kenmore Supportive Housing
 - a. Funding Request of Redmond: \$611,800
 - b. Affordable Units: 100
 - c. Located in Kenmore
4. Kirkland Heights
 - a. Funding Request of Redmond: \$197,100
 - b. Affordable Units: 276
 - c. Located in Kirkland
5. Scattered Homes
 - a. Funding Request of Redmond: \$74,600
 - b. Affordable Units: 7
 - c. Located in: TBD (Bothell, Kenmore, Woodinville)
6. Spring District 120th Street TOD
 - a. Funding Request of Redmond: \$65,300
 - b. Affordable Units: 235
 - c. Located in Bellevue
7. Totem Six-Plex
 - a. Funding Request of Redmond: \$0
 - b. Affordable Units: 6
 - c. Located in Kirkland

Detailed descriptions of the projects, funding requests, rationale, and recommended conditions of funding for projects by the ARCH Executive Board are included in Attachment B.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
2022-23
- **Outreach Methods and Results:**
ARCH staff met with member cities' planning and human services staff to conduct a preliminary review of applications before forwarding applications to the Community Advisory Board (CAB). The CAB is recruited using public notices, website announcements, and email communications with the help of member cities. The CAB is appointed by the Executive Board.
- **Feedback Summary:**
2022 Award Recommendations are included in Attachment B.

BUDGET IMPACT:

Total Cost:
\$1,321,900

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

Budget Offer Number:
CIP Budget - Citywide Investments

Budget Priority:
Vibrant and Connected

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

If yes, explain:
N/A

Funding source(s):
Capital Investment Program (CIP)
Functional Area: General Government - \$1,321,900

Budget/Funding Constraints:
Funds dedicated to providing increased affordable housing choices for a diverse population through contributions to ARCH (A Regional Coalition for Housing).

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/21/2023	Committee of the Whole - Public Safety and Human Services	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/21/2023	Business Meeting	Approve

Time Constraints:

Timely approval of the ARCH Executive Board request for the Housing Trust Fund recommendations will allow for the timely allocation of funds for affordable housing in East King County.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, ARCH will not have Redmond funds to contribute to the regional efforts to advance affordable housing projects that meet urgent local priorities.

ATTACHMENTS:

Attachment A - Resolution - Draft
Exhibit A - ARCH 2022 Award Recommendations Binder
Attachment B - Council Issues Matrix
Attachment C - Presentation Slides

CITY OF REDMOND

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AUTHORIZING THE DULY-APPOINTED ADMINISTERING AGENCY FOR A REGIONAL COALITION FOR HOUSING (ARCH) TO EXECUTE ALL DOCUMENTS NECESSARY TO ENTER INTO AGREEMENTS FOR THE FUNDING OF AFFORDABLE HOUSING PROJECTS, AS RECOMMENDED BY THE ARCH EXECUTIVE BOARD, UTILIZING FUNDS FROM THE CITY'S HOUSING TRUST FUND

WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Executive Board has recommended that the City of Redmond participate in the funding of certain affordable housing projects and programs hereinafter described; and

WHEREAS, the ARCH Executive Board has developed a number of recommended conditions to ensure that the City's affordable housing funds are used for their intended purpose and that projects maintain their affordability over time; and

WHEREAS, the City Council has approved the Amended and Restated Interlocal Agreement for ARCH; and

WHEREAS, the City Council desires to use \$1,321,900 from City funds as designated below to finance the projects recommended by the ARCH Executive Board;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council authorizes the duly-appointed administering agency of ARCH pursuant to the Amended and Restated Interlocal Agreement for ARCH to execute all documents and take all necessary actions to enter into Agreements on behalf of the City to fund TWG/Imagine Housing - Ardea, Habitat for Humanity of Seattle-King County - Bellevue Homes, Plymouth Housing - Kenmore PSH, King County Housing Authority - Kirkland Heights, ALPHA/Inclusion - Scattered Homes, BRIDGE Housing - Spring District TOD, and Attain Housing - Totem Six Plex, in a combined total amount not to exceed \$1,321,900.

Section 2. The agreements entered into pursuant to Section 1 of this resolution shall include terms and conditions to ensure that the City's funds are used for their intended purpose and that the projects maintain affordability over time. In determining what conditions should be included in the Agreements, the duly-appointed administering agency of ARCH shall be guided by the recommendations set forth in the ARCH Executive Board's memorandum of January 12, 2023, a copy of which is attached hereto as Exhibit A.

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

APPROVED:

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO:



A Regional Coalition for Housing

Celebrating 30 years of bringing cities together to house East King County

Together Center Campus
16307 NE 83rd St, Suite 201
Redmond, WA 98052
(425) 861-3677

MEMORANDUM

TO: City of Bellevue Council Members
City of Clyde Hill Council Members
City of Issaquah Council Members
City of Kirkland Council Members
City of Mercer Island Council Members
City of Redmond Council Members
City of Woodinville Council Members
City of Bothell Council Members
Town of Hunts Point Council Members
City of Kenmore Council Members
City of Medina Council Members
City of Newcastle Council Members
City of Sammamish Council Members
Town of Yarrow Point Council Members

FROM: Kurt Triplett, Chair, ARCH Executive Board

DATE: January 12, 2023

RE: Fall 2022 Housing Trust Fund (HTF) Recommendation

As we mark ARCH's 30th anniversary, I am pleased to transmit this year's recommendations for the ARCH Housing Trust Fund. The 2022 funding round was the largest in ARCH's history, with requests from eight projects proposing an impressive **819 units of affordable housing and 26 emergency shelter beds***.

After careful deliberation, the ARCH Executive Board concurred with the recommendations of the ARCH Community Advisory Board (CAB) and is recommending **funding totaling \$7,645,900**, which provides full funding for four projects and partial funding for three projects. These recommendations advance an incredible set of projects that will meet diverse needs throughout the region, including:

- Supportive housing for formerly homeless seniors, veterans and people with disabilities;
- Homeownership housing that will help families build equity;
- Preservation of existing affordable housing for large families;
- Affordable senior independent living;
- Transit-oriented development for families and individuals adjacent to future light rail;
- Emergency shelter for youth and young adults in East King County*; and
- Affordable housing for individuals with intellectual and developmental disabilities

In the last three decades, the ARCH Trust Fund has supported over 5,300 units of affordable housing and shelter beds, creating housing for thousands of families and individuals with limited opportunities to live in our community. The Trust Fund has also leveraged local resources over 10:1, bringing in \$1 billion in other investments to East King County, and this year is no exception, with proposed projects expected to **leverage over \$460 million in other funding**.

ARCH MEMBERS

BEAUX ARTS VILLAGE ♦ BELLEVUE ♦ BOTHELL ♦ CLYDE HILL ♦ HUNTS POINT ♦
ISSAQUAH ♦ KENMORE ♦ KIRKLAND ♦ MEDINA ♦ MERCER ISLAND ♦ NEWCASTLE ♦ REDMOND ♦
SAMMAMISH ♦ WOODINVILLE ♦ YARROW POINT ♦ KING COUNTY

A summary of recommended projects is shown in the table below:

Project Applicant	City	Units/ Beds	ARCH Request	Executive Board Recommendation
Ardea <i>TWG/Imagine Housing</i>	Kirkland	170	\$1,400,000	\$1,400,000
Bellevue Homes <i>Habitat for Humanity</i>	Bellevue	25	\$600,000	\$600,000
Kenmore Supportive Housing <i>Plymouth Housing</i>	Kenmore	100	\$3,279,700	\$3,279,700
Kirkland Heights <i>King County Housing Authority</i>	Kirkland	276	\$2,000,000	\$1,566,200
The Landing Shelter* <i>Friends of Youth</i>	Kirkland	26	\$650,000*	See Below*
Scattered Homes (Supported Living Home / OHS Home) <i>Alpha Supportive Living</i>	TBD-Bothell Kenmore Woodinville	7	\$400,000	\$400,000
Spring District 120 th St. TOD <i>BRIDGE</i>	Bellevue	235	\$4,000,000	\$350,000
Totem Six-Plex <i>Attain Housing</i>	Kirkland	6	\$750,000	\$50,000
Total		819	\$13,079,700	\$7,645,900

***Note: Friends of Youth was able to obtain other grant funds and withdraw its application to ARCH. The ARCH Executive Board remains in strong support of the project.**

These investments couldn't come at a more urgent time, as inflation and rising rents continue to threaten the housing stability of households with low and moderate incomes. While ARCH did not have sufficient funding to fully fund all proposed projects, these awards will make a major difference in the community and help create momentum towards meaningful production of affordable homes. The increased demand for the Trust Fund program also demonstrates ARCH's success in strengthening and expanding relationships with a range of development partners. We know these partnerships are critical to creating the affordable homes that will provide economic relief and stability for current and future generations in our community.

Below is a more detailed description of the applications received, the Executive Board recommendation and rationale, and proposed contract conditions for the proposals recommended for funding at this time. Also enclosed is the proposed funding sources and an economic summary of the projects recommended for funding.

Attachments:

1. Proposed Funding Sources
2. Project Economic Summaries

Note that bolded text in proposed conditions shows unique conditions in otherwise standard text.

1. TWG and Imagine Housing – Ardea at Totem Lake

Funding Request: \$1,400,000 (Contingent Loan)
170 affordable rental units (including 1 manager unit)

Executive Board Recommendation: Up to \$1,400,000 (Contingent Loan)
See attached Proposed Funding Sources for distribution of City Funds

Project Summary:

The Ardea project consists of 170 units of affordable housing for seniors age 62 and older at 40%, 50% and 60% AMI, including an estimated 45 units for senior veterans. The project will include 91 studios and 79 1-bedrooms units. All of the units will be within one building with seven residential levels over a one-level parking garage partially below grade with 36 parking stalls. TWG, a national for-profit affordable housing developer, will be the lead developer with Imagine Housing acting as non-profit sponsor/ownership partner and service provider.

The project will provide major right-of-way pedestrian improvements intended to connect the unimproved section of 116th Ave NE along the property with the Totem Lake Business District major pedestrian loop. The project will replace and improve the existing sidewalk with street trees and pedestrian lighting to complete the improved pedestrian corridor along 116th Ave NE.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The project will meet several local housing strategies within the City of Kirkland and provide a large amount of senior affordable housing units in a much-needed area of East King County.
- The project will complete an important missing section of pedestrian and right of way improvements connecting the Totem Lake Business District.
- This project leverages significant funding from other public and private sources.
- The project aims to bring together the efficiencies of a vertically integrated developer with the perspectives and connections of a local community-based nonprofit with deep roots in East King County.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider up to a 12-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum,

the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

2. Funds shall be used by the Agency towards **construction costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potentially reductions in public fund loan balances.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. **It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee** with 1% interest. The terms will also include a provision for the Agency to defer payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
5. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
6. A covenant is recorded ensuring affordability for at **least 55 years**, with size and affordability distribution per the following table. Limited changes to the matrix may be considered based on reasonable justification as approved by ARCH staff.

Affordability	Studio	1 BR	Total
40%	17	17	34
50%	47	38	85
60%	27	24	51
Total	91	79	170

7. The final loan amount shall be up to \$1.4 million, subject to approval by ARCH staff based on a documented funding gap. ARCH reserves the right to reduce its total loan amount based on changes to the project sources and uses, and unit mix.
8. Agency must submit for ARCH staff approval a management and services plan which includes coordination of services with outside providers and parking management.
9. **Agency shall identify and assist residents with alternative transportation options such as car sharing programs and/or shuttle services, bicycle facilities, and robust pedestrian access.**
10. **Agency shall include in its quarterly monitoring reports the following information:**
 - a. **Updates on tenant relations and engagement in existing ARCH-funded projects**

- 11. Agency must demonstrate its commitment to retaining/providing Energy Star Appliances in every unit.**

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- Habitat's sweat equity model allows volunteers and potential buyers to gain valuable skills and experience in homebuilding, while allowing for cost savings when compared to traditional construction. Also, keeping the units and land in a land trust ensures perpetual affordability, which is especially important in a high cost, high growth city like Bellevue.
- Habitat's approach to marketing helps to address historic barriers to home ownership and preserve cultural diversity in the community.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment continues for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the Agency will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a twelve-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Agency will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds shall be used by Agency toward **acquisition costs**. Funds may not be used for another purpose without prior written authorization from ARCH. If, after project completion project, there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances.
3. Funds will be in the form of a **secured grant**, so long as affordability and target population are maintained.
4. The Net Developer Fee shall be established when the Contract Budget is finalized and will follow the ARCH Net Developer Fee Schedule. Net Developer Fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after the project is placed in service.
5. A covenant shall be recorded ensuring affordability for at least **55 years**, with size and affordability distribution per the following table. Limited changes to the matrix may be considered based on reasonable justification as approved by ARCH.

Affordability	3 BR	Total
60%	10	10
80%	15	15
Total	25	25

6. **Agency shall include the following in its quarterly reports:**
 - a. **Update on mortgage interest rate projections and contingency plans to address rates in the present inflationary environment.**
 - b. **Update on neighborhood engagement and efforts to inform the surrounding community about the project.**
7. **Agency shall provide for ARCH review and approval any draft agreements memorializing roles and responsibilities for management and use of shared spaces, including the community center, open space elements, and shared parking. Agency shall ensure that homeowners are not responsible for maintenance of non-residential spaces intended primarily to benefit other parties or the broader community.**
8. **Agency shall affirmatively market the project to further fair housing (as described in the funding application), and commit to measures that ensure all households may enjoy residency regardless of religious affiliation, and protect against religious discrimination in the sale of homes and operation of the development.**

3. Plymouth Housing – Kenmore PSH

Funding Request:	\$3,279,729 (Deferred Loan) 100 affordable rental units (including 1 manager unit)
Executive Board Recommendation:	Up to \$3,279,700 (Deferred Loan) See attached Proposed Funding Sources for distribution of City Funds

Project Summary:

The proposed project is the new construction of 100 affordable housing units for seniors, veterans, formerly homeless, and disabled individuals. All of the units will serve formerly homeless residents earning up to 30% of area median income. The project will be located on a city-owned site on Bothell Way in Downtown Kenmore with good proximity to amenities and transportation. The project location is ideal for a building that serves seniors and single individuals.

The project includes a mix of studios and one-bedroom units (25 one-bedroom and 75 studio) as well as resident amenity space, including a community room, community kitchen, on-site medical and behavioral health space, offices for case managers and property staff, and a front desk. The project will also include commercial space on the ground floor that will provide a benefit to the community through a partnership with Kenmore-based Bastyr University.

This project was made possible through the efforts of the City of Kenmore, which committed approximately \$3.2M in ARPA funding and offered a \$1.89 million City-owned property through an RFP dedicated to affordable housing. The ARCH Executive Board also approved a preliminary reservation of unused 2021 Housing Trust Fund resources to the development of this project. The winning project and funding recommendation was then reviewed and affirmed by ARCH's Community Advisory Board.

Due to construction market conditions, and incorporation of commercial prevailing wages into the construction budget (to accommodate federal resources committed to the project), the budget experienced an increase in construction costs that increased the remaining funding gap. To help fill this gap, Plymouth requested additional funds from ARCH in the fall round, and submitted applications to other funding sources to complete the project financing.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- Aligns with the City's RFP goals and would further the City of Kenmore #1 priority to build affordable housing:
 - Exceeded the City's goal of providing 20% of the units at 30% AMI.
 - Utilizes project site efficiently allowing for 100 units of affordable housing.
 - Meets the City's requirement of a cost-efficient design.
 - Commits significant agency resources toward development of a ground floor that will benefit the community
 - Envisions a welcoming design that enhances and creates a gateway to Downtown Kenmore
- Will provide critically needed, deeply affordable units at 30% AMI.
- Meets ARCH's long-term objective of investing in affordable housing across member jurisdictions.
- Serves a range of special needs populations (homeless individuals, seniors, veterans and persons with disabilities)
- Will allow a dependable, long standing non-profit housing and service provider to expand services into Kenmore.
- Will be highly competitive for Low Income Housing Tax Credits and State Housing Trust Fund resources, providing significant financial leverage of local resources.
- Site has convenient access to transit, shopping, and services.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **eighteen (18) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the Agency will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a twelve-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Agency will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds shall be used by Agency toward **reserves, soft costs, design, permits and construction**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. If after the completion of the project there are budget line items with unexpended

balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potentially reductions in public fund loan balances.

3. Funds will be in the form of a **secured grant**, so long as affordability and target population is maintained, and the service funds necessary to provide services to this population are available.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for at least **55 years**, with unit size and affordability distribution per the following table. Limited changes to the matrix may be considered based on reasonable justification as approved by ARCH staff.

Affordability	studio	1-bedroom	Total
30%	75	25	100
Total	75	25	100

6. Based on the availability of adequate support services, the project will contain 100 units for formerly homeless residents, unless otherwise approved by ARCH. Plymouth will work with service providers and other agencies working in East King County to establish referral mechanisms, or other referral method as approved by ARCH, and shall aim to include seniors, veterans, and persons with disabilities.
7. ARCH shall review and approve the services budget and services plan for consistency with application.
8. **The Agency will establish a services reserve account in the amount of no less than \$500,000 to be used in the event of shortfalls in project income to pay for necessary services expenses. A services reserve budget must be approved by ARCH at the close of permanent financing and will be monitored for consistency with the services plan, ARCH will review**
9. **If service funding decreases at any point during the term of the contract, Agency shall submit for review and approval a service plan which provides continuity of services within the project.**

4. King County Housing Authority – Kirkland Heights

Funding Request: \$2,000,000 (Contingent Loan)
276 Affordable Units (including 3 manager units)

Executive Board Recommendation: Up to \$1,566,200 (Contingent loan)
Includes \$1,056,300 local funds, \$509,900 CDBG funds

See attached Proposed Funding Sources for distribution of City Funds

Project Summary:

The Kirkland Heights Apartments is a 180-unit apartment complex located in Northeast Kirkland near the Totem Lake neighborhood. This proposal's scope includes the rehabilitation of all existing residential buildings, addition of a third story to eleven of the existing buildings, and the new construction of two three-story residential buildings and one community building. Upon project completion, the complex will consist of 276 units, thus utilizing more of the site's allowed density.

The project will include 103 units affordable for households at 30% AMI, 52 units at 60% AMI and 114 units at 80% AMI. This structure takes advantage of the available Project-based Section 8 rental assistance, which is targeted to the 106 units at 30% AMI, while allowing existing residents with incomes between 60% and 80% AMI to remain at Kirkland Heights.

KCHA is proposing \$24.2 million in public funds while contributing a significant (\$36.1 million) subordinate loan. King County has awarded \$11.2 million in funds for the project, and \$10 million is proposed from the State (of which \$5 million would fund the rehab project, and \$5 million would fund the new construction portion). In addition, as a Public Housing Authority (PHA), KCHA can issue tax exempt debt. At the time of application, 50% (\$110 million) of the total sources have been committed/secured.

Funding Rationale:

The Executive Board supports the intent of this application for the following reasons:

- The project preserves and enhances housing for a large number of existing low- and moderate-income residents in the community, including many families with children.
- The project also adds a significant number of units affordable to very low-, low- and moderate-income households within a high-opportunity area near good jobs, various transportation options, and other public and private amenities.
- KCHA has taken advantage of income averaging, thus allowing the feasible incorporation of 106 units targeted to very low-income households. Those units are supported with Project-based Section 8 Rental Assistance under a HAP Contract signed in 2020.
- This project leverages significant funding from public and private sources, 50% of which are already committed/secured.
- The project is undertaken by an experienced agency that has prioritized the project to start construction as soon as possible.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **eighteen (18) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide

a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider up to a 12-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

2. Funds shall be used by the Agency for **soft costs, acquisition costs, and construction costs**. In the event any portion of the funding award is reserved for construction contingency, that portion must be approved in advance by ARCH staff. Funds may not be used for another purpose without prior written authorization from ARCH. If, after project completion project, there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances.
3. **Funds will be in the form of a deferred, contingent loan.** Loan terms will account for various factors, including loan terms from other fund sources, including the sponsor subordinate loan and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH staff. **Based on the preliminary development budget, it is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of the deferred developer fee (approximately year 12), with 1% interest.** The terms will also include a provision for the Agency to defer payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of a loan payment is subject to approval by ARCH staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
4. KCHA will provide a sponsor subordinate loan in the approximate amount of **\$36.1 million**. The final amount and terms of repayment will be finalized at the time of review and approval of the contingency portion of the funding commitment. Terms are anticipated to account for available cash flow and repayment of the ARCH loan.
5. Until such time as the deferred developer fee is fully repaid, all cash flow after payment of operating expenses and debt service shall be used to repay the deferred developer fee or project reserves as approved by ARCH staff.
6. A covenant is recorded ensuring affordability for at least 55 years, with affordability as shown in the following table. Limited changes to the matrix may be considered based on reasonable justification as approved by ARCH staff.

Affordability	1 BR	2 BR	3 BR	4 BR	Total
30%		56	43	7	106
60%	4	23	22	4	53
80%	8	48	48	10	114
Total	12	127	113	21	273

7. **Agency shall provide remaining findings after the completion of Building 8 test case. If those findings impact the project's development budget or project timeline, those updates will be shared with ARCH.**

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There has been an ongoing demand for Supported Living services from individuals with IDD living with their parents or from an institutional setting. Alpha continually receives referrals but lacks access to affordable housing to place individuals. Currently, there are 87 open and funded “slots” for clients with IDD to move into Supported Living in Washington State, plus 68 additional funded “slots” that will be added over the next 12 months from legislative appropriations.

Funding Rationale:

The Executive Board supports the intent of this application for the following reasons:

- The project will provide much needed IDD housing in King County people with very low incomes below 30% AMI.
- This project leverages significant investments from public sources including State capital funds as well as ongoing rental subsidies and service funding that will ensure stable operations over time.
- The project is undertaken by an agency with recent success creating new IDD housing and a strong reputation for meeting the needs of individuals who would otherwise not be successful in many other types of housing.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment continue for **eighteen (18) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the Agency will provide status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a twelve-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Agency will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds shall be used by Agency toward **acquisition**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use.
3. Funds will be in the form of a **secured grant**, so long as affordability and target population is maintained, and the service funds necessary to provide services to this population are available.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for at least **55 years**, with size and affordability distribution per the following table. Limited changes to the matrix may be considered based on reasonable justification as approved by ARCH staff.

Affordability	1-bedroom/suite	Total
30%	7	7
Total	7	7

6. ARCH shall review and approve the services budget and services plan for consistency with application. A services reserve budget must be approved by ARCH at the close of permanent finance and will be monitored on an annual basis for consistency with the services plan. Any deviation from the services budget must be pre-approved by ARCH.
7. **Agency shall provide to ARCH for review a Capital Needs Assessment for all homes for ARCH's approval.**

6. BRIDGE Housing – Spring District TOD

Funding Request: \$4,000,000 (Contingent Loan)
235 Affordable Units (including 2 manager units)

Executive Board Recommendation: Up to \$350,000 (Contingent Loan)
See attached Proposed Funding Sources for distribution of City Funds

Project Summary:

In October 2020, Sound Transit selected BRIDGE and its partners, Essex and Touchstone, to master plan and develop a 6.9-acre site adjacent to the agency's Operations and Maintenance Facility in the Spring District of Bellevue. Together, the project partners plan to deliver a mixed-use, mixed-income transit-oriented development that offers direct connections to a new transit station and a regional multi-modal trail corridor.

The proposed affordable housing project is comprised of Building 6 and Building 3, which consist of 235 permanently affordable units at 50%-60% AMI including two manager's apartments. Unit mixes will consist of 71 studios, 101 one-bedroom units, 37 two-bedroom units, and 24 three-bedroom units. The current proposal was prepared in response to a 2019 RFP that originally contained up to \$10 million in committed funding from King County and \$4 million from ARCH. At the time, BRIDGE believed the project would be feasible without those funds, but in subsequent years high-cost inflation has created a large financing gap in the project.

The project is currently projecting a large gap in public financing, but is not expected to get underway with construction until late 2024. Therefore, the project may be able to re-apply for funding in ARCH's 2023 funding round.

Funding Rationale:

The Executive Board supports the intent of this application for the following reasons:

- The project will provide a large amount of low- and moderate-income affordable housing units in a strategic location close to jobs, transportation and amenities.
- This project leverages significant investments from public and private funding sources, including King County TOD funds which are specifically set aside for the Bel-Red corridor, Amazon's Housing Equity Fund and the Evergreen Impact Housing Fund.
- The project takes advantage of surplus public property provided at no cost by Sound Transit and City of Bellevue.
- The project design incorporates cost and sustainability considerations such as reduced parking.
- The project advances key objectives in the City of Bellevue's Affordable Housing Strategy.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twenty-four (24) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider up to a 12-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds shall be used by the Agency towards **soft costs and construction**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potentially reductions in public fund loan balances.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. **It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee** with 1% interest. The terms will also include a provision for the Agency to a defer payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
5. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the

developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.

6. A covenant is recorded ensuring affordability for at least **55 years**, with size and affordability distribution per the following table. Limited changes to the matrix may be considered based on reasonable justification as approved by ARCH staff.

Affordability	Studio	1 BR	2BR	3BR	Total
50%	21	30	11	8	70
60%	50	71	26	16	163
Total	71	101	37	24	233

7. **Agency must submit for ARCH staff approval a management and services plan which includes coordination of services with outside providers for special populations.**
8. **Agency shall ensure that all measures have been taken to provide durable, high quality and sustainable constructions materials, and Energy Star appliances within the project.**
9. **Agency shall identify and take steps to connect residents with affordable, healthy food options, and commit to pursuing the removal of any restrictions within the broader master development that prevent the operation of grocery stores.**
10. **Agency shall submit a parking management and shared parking plan and shall pursue opportunities to make additional parking options available to residents who require vehicle parking.**
11. **In the interest of encouraging integration of residents across the development site, the Agency shall look for ways to incorporate shared amenities, unifying aesthetics, and other programmatic features to build community.**

7. Attain Housing – Totem Six Plex

Funding Request: \$650,000 (Secured Grant)
6 new housing units

Executive Board Recommendation: Up to \$50,000 (Technical Assistance Grant)
See attached Proposed Funding Sources for distribution of City Funds

Project Summary:

The proposed project is the new construction of a three-story structure with six two-bedroom units of transitional housing for homeless families earning up to 30% of area median income (AMI). The property currently contains an existing four plex building owned and managed by Attain Housing. Attain also manages the four plex on the lot next to the proposed construction site. The proposed new building will sit in what is currently a lawn between the two four plex buildings. The project represents an expansion

of existing programs operated by Attain, with overall capacity growing from 8 to 14 units across the three buildings.

Funding Rationale:

The Executive Board supports the concept of the Attain Housing proposal but does not recommend fully funding the project at this time. The Executive Board supports technical assistance funding for this project in an effort to address outstanding project issues, and encourages the project to apply for funding during the 2023 ARCH Housing Trust Fund round. This would provide an opportunity for Attain Housing to address the issues identified below:

- Further development of building design, permitting, siting and parking and conformance with zoning requirements.
- Allow the project to obtain funding commitments of other public funding sources and make progress on the needed capital campaign.
- Secure project management capacity, including recommended engagement of a development consultant who will assist with the financing and project management of the project through construction completion.
- Development of an updated development budget and operating budget which addresses increases in construction costs based on an updated cost estimate and funding to address the additional cost increases.
- Development of a project schedule consistent with the proposed funding and local permitting requirements.
- Further discussion of long-term strategy for funding supportive services for transitional housing.

Proposed Conditions for Technical Assistance Award:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the Agency will provide status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a twelve-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Agency will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds shall be used by Agency toward **development consultant and design development**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use.
3. Funds will be in the form of a **grant** for eligible predevelopment expenses.

Standard Conditions (Apply to all projects):

1. Agency shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by ARCH staff. If the Agency is unable to adhere to the budgets, ARCH must be immediately notified and (a) new budget(s) shall be submitted by the Agency for ARCH's approval. ARCH shall not unreasonably withhold its approval to (a) revised budget(s), so long as such new budget(s) does not materially adversely change the Project. This shall be a continuing obligation of the Agency. Failure to adhere to the budgets, either original or as amended may result in withdrawal of ARCH's commitment of funds.
2. Agency shall submit evidence of funding commitments from all proposed sources. In the event commitment of funds identified in the application cannot be secured in the timeframe identified in the application, the Agency shall immediately notify ARCH, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to ARCH review and approval.
3. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to the following: contractor solicitation, bidding, and selection; wage rates; and Endangered Species Act (ESA) requirements. CDBG funds may not be used to refinance acquisition costs.
4. Agency shall maintain documentation of any necessary land use approvals and permits required by the city in which the project is located.
5. Agency shall submit quarterly monitoring reports through completion of the project, and annually thereafter, and shall submit a final budget upon project completion. If applicable, Agency shall submit initial tenant information as required by ARCH.
6. Agency shall maintain the project in good and habitable condition for the duration of the period of affordability.
7. The final award amount shall be up to the recommended total, subject to approval by ARCH staff based on a documented funding gap. ARCH reserves the right to reduce its total award amount based on changes to the project sources and uses, and unit mix.

Attachment 1: Proposed Funding Sources

PROJECTS RECOMMENDED FOR 2022 FUNDING

	Ardea at Totem Lake	Bellevue Homes	Kenmore PSH	Kirkland Heights	Scattered Homes	Spring District	Totem Six Plex	2022 Recommended Funds
Bellevue	475,000	203,600	1,112,800	358,400	135,700	118,700	25,000	2,429,200
Bothell	28,200	12,100	66,100	21,300	8,100	7,100		142,900
Clyde Hill	7,600	3,300	17,800	5,700	2,200	1,900		38,500
Hunts Point	1,600	700	3,700	1,200	500	400		8,100
Issaquah	65,300	28,000	153,000	49,300	18,700	16,300		330,600
Kenmore	23,400	10,000	54,900	17,700	6,700	5,900		118,600
Kirkland	386,100	165,500	904,600	291,300	110,300	96,500	25,000	1,979,300
Medina	7,400	3,200	17,300	5,600	2,100	1,800		37,400
Mercer Island	25,200	10,800	59,100	19,000	7,200	6,300		127,600
Newcastle	36,000	15,400	84,300	27,100	10,300	9,000		182,100
Redmond	261,200	111,900	611,800	197,100	74,600	65,300		1,321,900
Sammamish	49,500	21,200	115,900	37,300	14,100	12,400		250,400
Woodinville	30,600	13,100	71,700	23,100	8,700	7,700		154,900
Yarrow Point	2,900	1,200	6,700	2,200	800	700		14,500
Local Funds	1,400,000	600,000	3,279,700	1,056,300	400,000	350,000	50,000	7,136,000
CDBG				509,900				509,900
Award Totals	1,400,000	600,000	3,279,700	1,566,200	400,000	350,000	50,000	7,645,900

Attachment 2: Project Economic Summaries

Applicant: TWG and Imagine Housing
Project Name: Ardea Senior Affordable Housing
Location: 12700 116th Avenue NE, Kirkland WA
Project Description: 170 units of affordable housing for seniors 62 and older at 40%, 50% and 60% AMI

Project Sources	Amount	Status
Amazon	\$8,075,000	Committed
Amazon	\$8,075,000	Committed
ARCH	\$1,400,000	Proposed
King County	\$2,274,000	Proposed
4% LIHTC	\$28,357,114	Proposed
Perm Loan	\$15,300,000	Proposed
Deferred Developer Fee	\$3,696,674	Committed
Total Sources	\$67,177,788	

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs:	\$4,805,427	\$28,267	\$36
Construction:	\$45,052,718	\$265,016	\$333
Soft Costs:	\$10,153,157	\$59,724	\$75
Pre-Development / Bridge Financing	\$440,048	\$2,589	\$3
Construction Financing	\$2,642,119	\$15,542	\$20
Permanent Financing	\$1,279,375	\$7,526	\$9
Capitalized Reserves	\$683,800	\$4,022	\$5
Other Development Costs	\$2,121,144	\$12,477	\$16
Total Uses	\$67,177,788	\$395,163	\$497

Applicant: Habitat for Humanity of Seattle-King County
Project Name: Bellevue Homes
Location: 4315 129th Place SE, Bellevue, WA 98006
Project Description: New development of 25 permanently affordable 3-bedroom, 1.5 bath townhomes and a new 3,500 SF community center for residents at 80% AMI.

Project Sources	Amount	Status
State HTF	\$900,000	Proposed
State CHIP	\$800,000	Proposed
ARCH HTF	\$600,000	Proposed
HFHSC	\$11,540,313	Committed
Total Sources	\$13,840,313	

Project Uses	Amount	Per Home	Per SF
Acquisition Costs	\$1,020,000	\$40,800	\$37.09
Construction	\$11,360,313	\$454,413	\$413.10
Soft Costs	\$1,180,000	\$47,200	\$42.91
Other Development Costs	\$280,000	\$11,200	\$10.18
Total Uses	\$13,840,313	\$555,613	\$503.28

Applicant: Plymouth Housing
Project Name: Kenmore PSH
Location: 4315 129th Place SE, Bellevue, WA 98006
Project Description: New construction of 100 affordable housing units for formerly homeless seniors, veterans, and disabled individuals at 30% area median income with moderate service needs.

Source Name	Amount	Originally Committed	Proposed Status
Tax Credit Equity	\$25,705,200		Proposed
Housing Trust Fund	\$5,000,000		Proposed
City of Kenmore	\$400,000	\$5,090,000	Proposed
ARCH	\$279,729	\$3,000,000	Proposed
Plymouth Sponsor Loan	\$1,458,600		Committed
FHLB	\$750,000		Proposed
King County	\$1,000,000		Proposed
Plymouth Sponsor Loan	\$1,541,400		Committed
Total Sources	\$44,224,929		

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$1,920,000	\$19,200	\$45
Construction	\$34,123,997	\$341,240	\$804
Soft Costs	\$3,015,000	\$30,150	\$71
Construction Financing	\$794,532	\$7,945	\$19
Permanent Financing	\$315,000	\$3,150	\$7
Capitalized Reserves	\$ 1,135,000	\$11,350	\$27
Other Development Costs	\$1,380,000	\$13,800	\$33
Community Space	\$1,541,400	N/A	\$706
Total Uses	\$44,224,929	\$442,249	\$1,042

Applicant: King County Housing Authority
Project Name: Kirkland Heights
Location: 13310 NE 133rd Street, Kirkland WA 98034
Project Description: Rehab and new construction of 276 Affordable Units at 30%, 60% and 80% AMI

Project Sources	Amount	Status
4% LIHTC Equity	\$96,393,299	Proposed
Tax Exempt Bonds (Permanent)	\$52,262,366	Proposed
King County TOD	\$11,200,000	Committed
State HTF	\$10,000,000	Proposed
State CHIP	\$1,000,000	Proposed
ARCH HTF	\$2,000,000	Proposed
Sponsor Subordinate Loan	\$36,145,521	Committed
Deferred Developer Fee	\$10,911,606	Committed
Deferred Interest	\$400,000	Committed
Total Sources	\$220,312,792	

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$51,524,800	\$186,684	\$210.09
Construction	\$128,170,181	\$464,385	\$522.61
Soft Costs	\$31,905,619	\$115,600	\$130.09
Pre-Development / Bridge Financing	\$1,200,000	\$4,348	\$4.89
Construction Financing	\$1,825,000	\$6,612	\$7.44
Permanent Financing	\$1,594,462	\$5,777	\$6.50
Other Development Costs	\$3,627,730	\$13,144	\$14.79
Bond Related Costs of Issuance	\$465,000	\$1,685	\$1.90
Total Uses	\$220,312,792	\$798,235	\$898.31

Applicant: ALPHA/Inclusion
Project Name: Scattered Homes
Location: TBD
Project Description: Purchase and rehabilitation of two homes in East King County for IDD children and individuals.

Project Sources	OHS Home 3	Supported Living Home 4	Total
Housing Trust Fund	\$700,000	\$650,000	\$1,350,000
ARCH	\$200,000	\$200,000	\$400,000
Kuni Foundation	\$100,000	\$0	\$100,000
Inclusion Housing	\$100,000	\$100,000	\$200,000
Total Sources	\$1,100,000	\$950,000	\$2,050,000

Project Uses: Supported Living Home #4	Amount	Per SF	Per Bed
Acquisition Costs	\$812,000	\$226	\$116,000
Construction	\$96,000	\$27	\$13,714
Soft Costs	\$21,000	\$6	\$3,000
Capitalized Reserves	\$21,000	\$6	\$3,000
Total Uses	\$950,000	\$264	\$135,714
Project Uses: OHS Home #3	Amount	Per/SF	Per Bed
Acquisition Costs	\$963,000	\$268	\$137,571
Construction	\$96,000	\$27	\$13,714
Soft Costs	\$21,000	\$6	\$3,000
Capitalized Reserves	\$20,000	\$6	\$2,857
Total Uses	\$1,100,000	\$306	\$157,143

Applicant: BRIDGE Housing
Project Name: Spring District Affordable Housing Development
Location: 1601 120th Avenue NE, Bellevue WA
Project Description: New construction of Building 6 and Building 3, which consist of 235 permanently affordable units at 50%-60% AMI in the Spring District TOD site.

Project Sources	Amount	Status
4% Low Income Housing Tax Credits	\$58,501,006	Proposed
Amazon Housing Equity Fund - Loan	\$22,100,000	Proposed
Amazon Housing Equity Fund - Grant	\$3,750,000	Proposed
Evergreen Impact Housing Fund	\$15,500,000	Committed
King County TOD	\$10,000,000	Proposed
City of Bellevue	\$8,000,000	Proposed
ARCH	\$4,000,000	Proposed
BRIDGE General Partner Equity	\$4,985,350	Committed
Deferred Developer Fee	\$2,000,000	Committed
Perm Loan	\$2,987,826	Proposed
Total Sources	\$131,824,182	\$560,954

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$25,000	\$106	\$0.11
Construction	\$101,081,682	\$430,135	\$424.80
Soft Costs	\$15,434,392	\$65,678	\$64.86
Pre-Development / Bridge Financing	\$810,975	\$3,451	\$3.41
Construction Financing	\$9,589,624	\$40,807	\$40.30
Permanent Financing	\$580,627	\$2,471	\$2.44
Capitalized Reserves	\$611,227	\$2,601	\$2.57
Other Development Costs	\$3,690,655	\$15,705	\$15.51
Total Uses	\$131,824,182	\$560,954	\$553.99

Applicant: Attain Housing
Project Name: Totem Six Plex
Location: 12601 NE 132nd St, Kirkland
Project Description: New construction of a three-story structure with six two-bedroom units of affordable housing for homeless families earning up to 30% of area median income (AMI).

Project Sources	Amount	Status
ARCH	\$750,000	Proposed
State Housing Trust Fund	\$750,000	Proposed
King County	\$750,000	Proposed
Capital Campaign	\$1,500,000	Proposed
Attain Housing	\$250,000	Committed
Total Sources	\$4,000,000	\$666,667

Project Uses	Amount	Per Unit	Per SF
Acquisition:	\$1,500	\$250	\$.25
Construction:	\$3,393,632	\$565,605	\$566
Soft Costs:	\$526,143	\$87,691	\$88
Other Development Costs	\$78,725	\$13,1221	\$13
Total Uses	\$4,000,000	\$666,667	\$667



A Regional Coalition for Housing

***ARCH Trust Fund
Recommendations
Fall 2022***

Total Requests

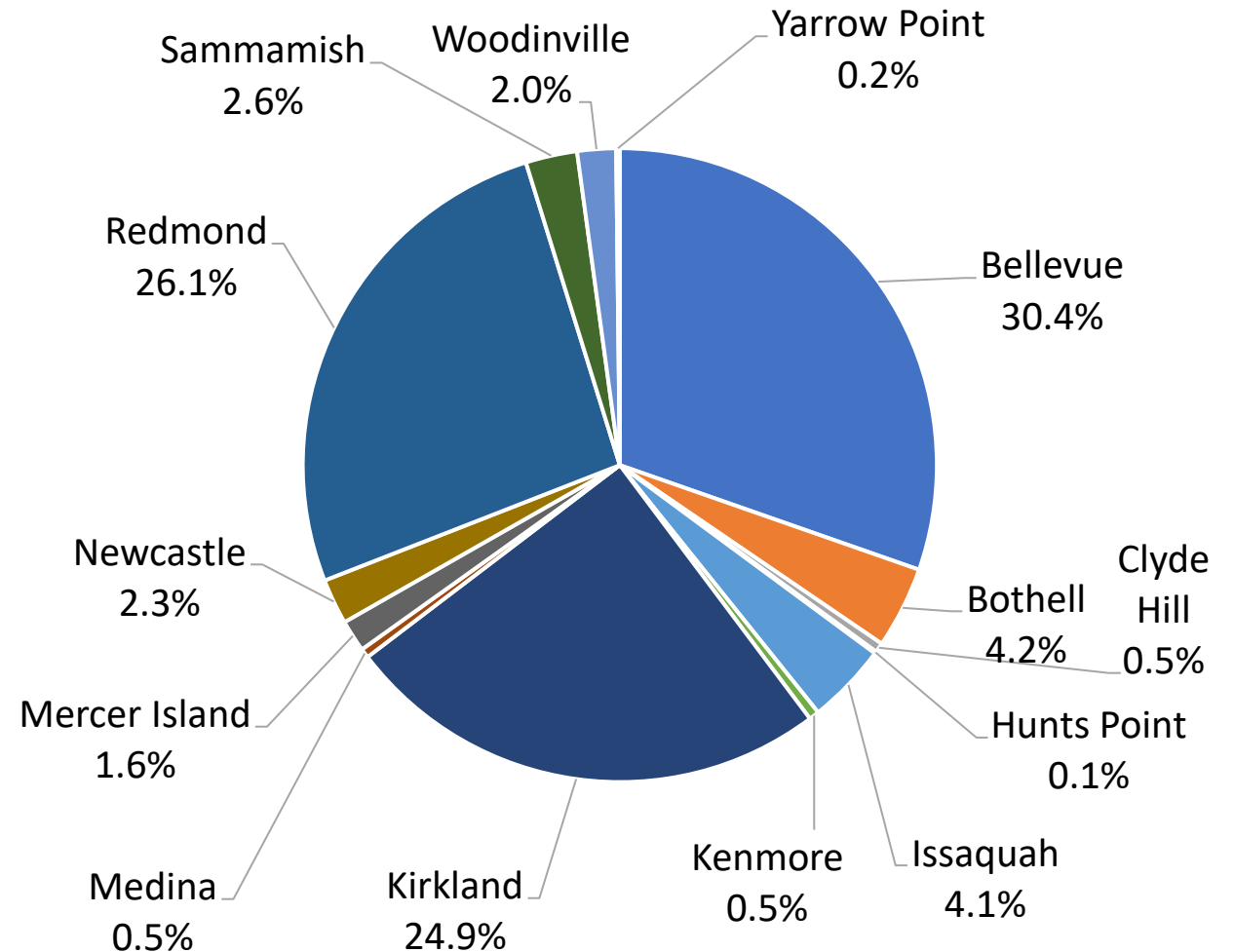
- Eight applications requesting a total of \$13.1M
- Submitted projects include 845 total affordable units/beds
 - 100 units in Kenmore, 7 beds in Kenmore-Bothell-Woodinville area
 - 478 units/beds in Kirkland
 - 260 units in Bellevue
- Projects also applied for King County and State funds

Applicant	Project	Location	ARCH Request	Units/ Beds
TWG/Imagine Housing	Ardea Senior Affordable Housing	Kirkland	\$1,400,000	170
Habitat for Humanity	Bellevue Homes	Bellevue	\$600,000	25
Plymouth Housing	Kenmore PSH	Kenmore	\$3,279,729	100
KCHA	Kirkland Heights	Kirkland	\$2,000,000	276
Friends of Youth	The Landing Shelter and Service Center	Kirkland	\$650,000	26
ALPHA/Inclusion Homes	Scattered Homes	Kenmore-Bothell-Woodinville	\$400,000	7
BRIDGE Housing	Spring District Affordable Housing Dev.	Bellevue	\$4,000,000	235
Attain Housing	Totem Six Plex	Kirkland	\$750,000	6
Total			\$13,079,729	845

Available Funds

- Approximately \$7.6M in available revenue
 - Kenmore also contributing \$5M in land/ARPA funds
- Funding Sources:
 - Local General Funds
 - Remaining 2021 funds
 - New 2022 contributions
 - Loan repayments, interest earnings, de-obligated funds
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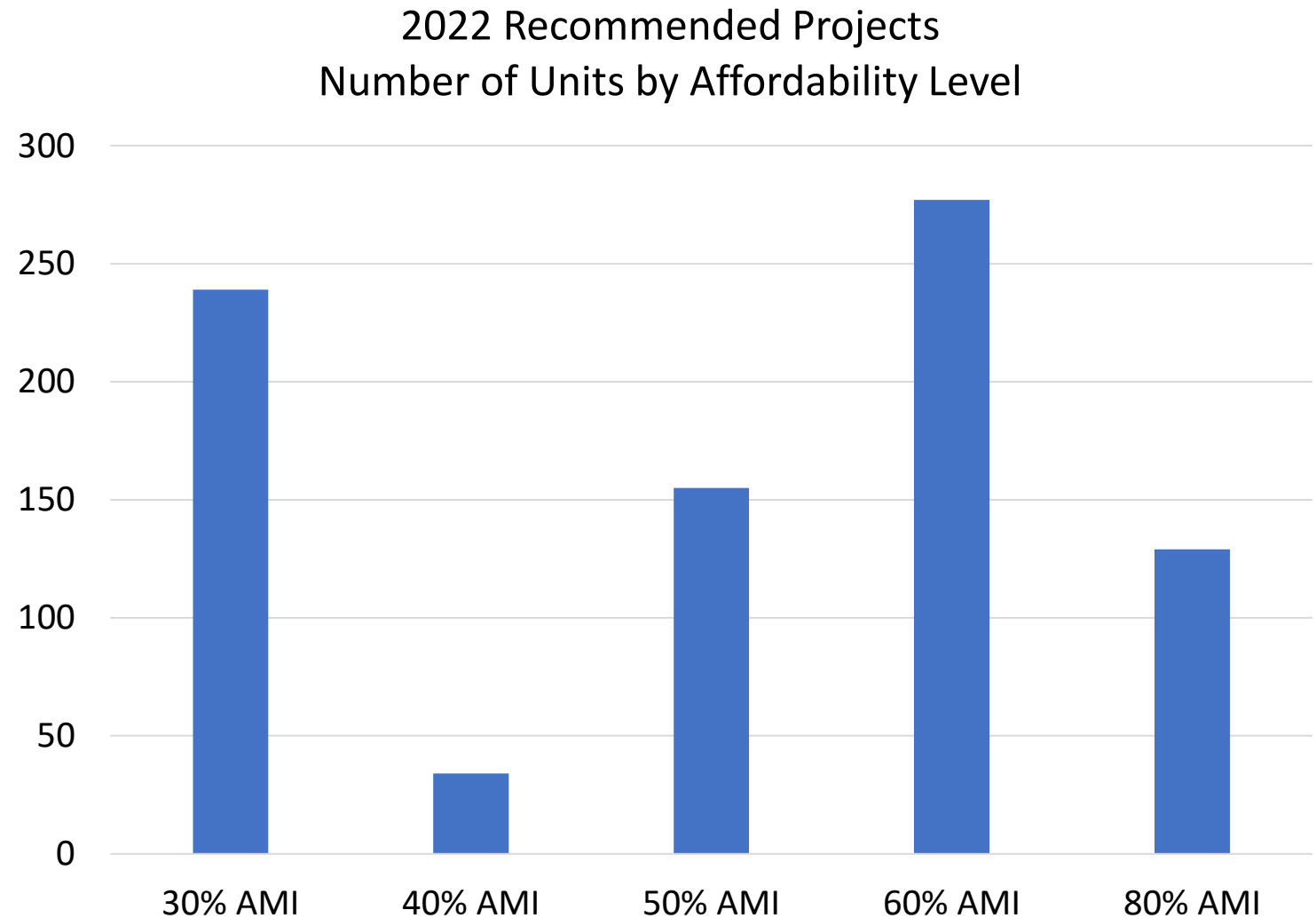
ARCH Trust Fund Balances November 2022



Recommendations

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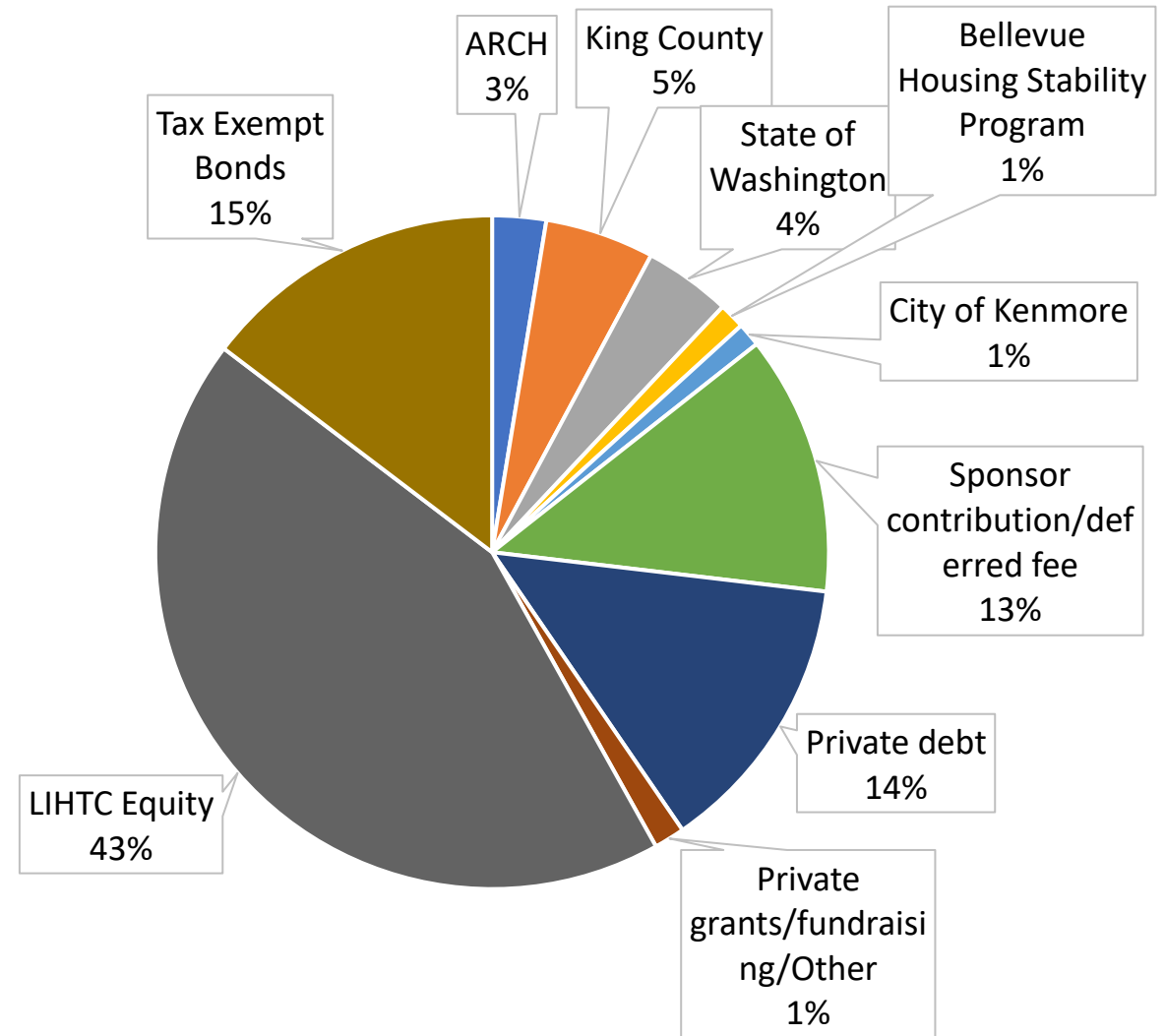
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Proposed Funding Sources ARCH Housing Trust Fund Projects, 2022



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Applicant: Inclusion Housing LLC (Alpha Supportive Living Services)

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Affordability: 30% AMI

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Intellectual/Developmental Disabilities

Supportive Living Home

Adult Individuals with
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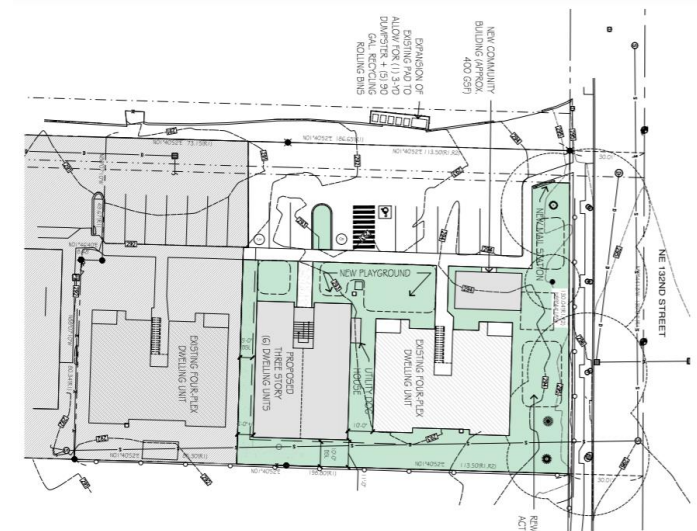
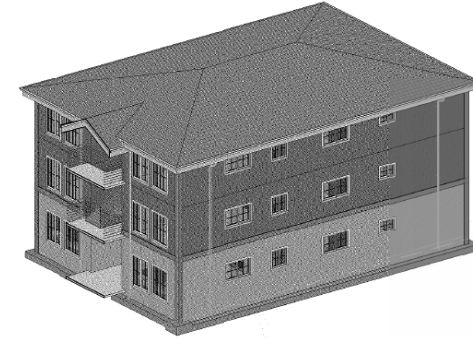
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- Transitional housing for homeless families
- Use of existing property to create new development site



Issue	Discussion Notes
1. ARCH's impact on affordable housing outcomes.	<p><u>Council Discussion</u></p> <ul style="list-style-type: none"> a. Why is ARCH so valuable for the regional community? b. Why is ARCH so valuable for Redmond (even if HTF units are not always built in Redmond)? c. Why is jurisdictional collaboration so important? <p>Councilmember Stuart</p> <p><u>Staff Comments</u></p> <ul style="list-style-type: none"> a. The mission and structure of ARCH has been elevated as a national model for advancing affordable housing for many years. In the last three decades since ARCH's founding, the impact of the organization has included the creation of roughly 8,000 long-term affordable units across East King County, plus the creation of a shared structure for monitoring and maintaining affordability. ARCH's structure has enabled a consistent and stable source of investment in affordable housing in the region, something that is not possible in areas where jurisdictions don't collaborate and pool resources. In addition, ARCH's structure has facilitated sharing of best practices and policies that may otherwise be slow to spread, as illustrated by the early and now common use of land use incentives to create affordable housing in East King County, compared to other parts of the county. b. Redmond was one of the founding members of ARCH, which was built on the understanding that housing issues don't start and stop at city borders, and a collective commitment to greater affordability across East King County's will benefit all cities in the region. This principle resonates both at the broader market level, and the individual level for people who may work in Redmond and be able to find an affordable home in an adjacent community. c. Jurisdictional collaboration has a variety of benefits, including: cost efficiency through the use of shared resources and infrastructure; the creation of programs that are easier for end-users to navigate (for example, developers applying for funding or people seeking affordable housing); more consistent adoption of best practices among jurisdictions, and the opportunity for greater influence as a coalition versus individual jurisdictions.
2. ARCH's approach to helping keep tenants in their homes.	<p><u>Council Discussion</u></p> <ul style="list-style-type: none"> a. How is ARCH addressing the significant rent increases in affordable units? b. What are ARCH methods to protect people from having to leave affordable ARCH units due to rent increases?

Issue	Discussion Notes
Councilmember Fields	<ul style="list-style-type: none"> c. How many tenants of affordable ARCH units are displaced due to rent increases? d. What process improvements or program changes could help?
	<p><u>Staff Comments</u></p> <ul style="list-style-type: none"> a. In response to the dramatic increases in allowed rents under current affordable housing contracts and policies, staff requested and the ARCH Executive Board approved the initiation of a policy development process to evaluate alternative options for regulating rent increases in affordable units. This process has been underway since the fall and is expected to result in recommendations to members in the coming months. Separately, ARCH consistently encourages property owners on a voluntary basis to consider the impact of rent increases and avoid unnecessary increases that will lead to economic displacement of current residents, and also to share resources with tenants on any available rental assistance programs. b. ARCH is limited in its authority to alter allowed rent increases based on the terms of each cities' legal agreements with individual property owners. However, ARCH has taken steps to encourage cities to adopt broader regulations that mitigate the impact of rent increases through longer notice periods, and limitations on late fees and move in fees. Some cities, including Redmond, have adopted some or all of these recommendations, and ARCH has since been engaged with outreach and education to make property owners and tenants aware of the new regulations. c. Data on displacement due to rent increases is inherently difficult to obtain, since property owners are not required to track the reasons for tenants' decision not to renew their leases. In its 2022 reporting cycle, ARCH is requesting that property owners voluntarily share information on evictions from affordable units, and can make this data available to Redmond if requested. d. The revision of regulations to modify the policy for affordable rent increases will be critical to ensure that future projects will have more reasonable increases. ARCH staff are also currently working on creating and distributing a more in-depth renter resource guide so that existing households can access available assistance more easily, and be informed about applicable regulations intended to protect their tenancies. Continued investments in rental assistance are also important.
<p>3. ARCH Housing Production</p> <p>Councilmember Kritzer</p>	<p><u>Council Discussion</u></p> <ul style="list-style-type: none"> • What is the historical amount of unit production from the Housing Trust Fund for Redmond and for the ARCH region?

Issue	Discussion Notes
	<p><u>Staff Comments</u></p> <p>The Trust Fund has invested in 1,423 affordable units in Redmond, out of a total of 6,083 units/beds in the ARCH region (including 2022 recommended projects and others in the pipeline).</p>
<p>4. ARCH Oversight</p> <p>Councilmember Kritzer</p>	<p><u>Council Discussion</u></p> <ul style="list-style-type: none"> a. How does ARCH evaluate the housing providers who steward Housing Trust Fund projects? b. What oversight does ARCH have for housing provider partners for HTF projects? <ul style="list-style-type: none"> o Considerations like physical unit conditions, rent increases, etc.
	<p><u>Staff Comments</u></p> <ul style="list-style-type: none"> a. The funding application used by ARCH and public funders across Washington State includes a variety of information to evaluate applicants' organizational capacity and performance, including organizational financial audits, description of active workouts on current projects, management plan including on-site management and services provided, and overall approach to asset management and long-term portfolio planning. ARCH also coordinates closely with other public funders who have joint investments in past projects to identify any current areas of concern. This information is summarized and discussed by ARCH's Community Advisory Board, which is responsible for developing recommended funding conditions that address potential risks. b. On an annual basis, ARCH collects annual reports through the statewide Web-Based Annual Reporting System (WBARS), which serves as the compliance reporting system for state and local public funders of affordable housing. ARCH has historically prepared a portfolio analysis to evaluate the financial condition of the properties, measuring key benchmarks such as net cash flow, availability of replacement reserves and other factors. ARCH does not have staff to perform physical inspections, but maintains relationships with the public agencies that do conduct inspections, and will be seeking to enter formal MOUs with those agencies to promote coordination and allow access to inspection reports.
<p>5. ARCH and Redmond</p> <p>Councilmember Anderson</p>	<p><u>Council Discussion</u></p> <ul style="list-style-type: none"> a. From ARCH's perspective: what's a challenge that Redmond can help ARCH overcome? b. What are 3 things that ARCH staff are really excited about for the near future?

Issue	Discussion Notes
	<p><u>Staff Comments</u></p> <ul style="list-style-type: none"> a. Redmond has been one of ARCH's most important members and partners over the years, and has the opportunity to play a leadership role within ARCH by advancing bold policies and helping to build support for similar actions across the coalition through building and sustaining relationships with other member jurisdictions at the staff and elected levels. b. ARCH staff have been thrilled to see a broad coalition come together across its members to support a dedicated local Real Estate Excise Tax, which is currently in discussion by the legislature and would be a game-changer for local efforts to build affordable homes. We are also excited for the major opportunities to invest in affordable housing on public surplus properties, including in Redmond, Bellevue, Kenmore, and Bothell. Finally, we are excited to be building out our team to provide a greater level of services and meet the growing level of interest in affordable housing among our members.
<p>6. State legislature impacts to housing.</p> <p>Councilmember Stuart</p>	<p><u>Council Discussion</u></p> <ul style="list-style-type: none"> a. What are state legislature bills (signed by Governor or will be signed by Governor) which impact pursuit of housing related outcomes? <p><u>Staff Comments</u></p> <ul style="list-style-type: none"> a. This is a huge topic, and there has been an overwhelming number of bills that would impact housing, from local and state funding bills to state-required land use and regulatory mandates and rental regulations aimed at the dramatic rent increases occurring across the state. It is too early to tell which bills will be adopted, but the level of attention and interest among legislators on this topic is a major opportunity for our state to make real progress on the issue.
<p>7. ARCH Waitlist and Information Sharing</p> <p>Councilmember Forsythe</p>	<p><u>Council Discussion</u></p> <ul style="list-style-type: none"> a. Does ARCH keep a waitlist for affordable rentals? b. Do the individual apartments keep their own affordable housing waitlists? c. If a property does not have a waitlist, how are the affordable housing units distributed? d. Are there metrics for the average wait time for an individual to acquire an affordable unit? e. Do we have metrics for the average time for an ARCH response to a question sent to info@archhousing.org?

Issue	Discussion Notes
	<ul style="list-style-type: none"> f. Is there a rough estimate of how many emails the ARCH info address receives a day (or week / month / year, etc.)? g. How often is the ARCH Apartment list updated? <p><u>Staff Comments</u></p> <ul style="list-style-type: none"> a. No, ARCH does not maintain a waitlist both because of staff capacity and because the application and selection process is ultimately controlled by individual private property owners and managers. ARCH does maintain a mailing list that now has over 7,000 households on it (and growing rapidly), and sends notices to this list about unit availability. However, not all properties choose to share their vacancies with ARCH's mailing because of the overwhelming number of calls and applications this can generate. b. Based on past communications, some but not all properties maintain waitlists. ARCH is surveying properties this year to gain a more comprehensive understanding of how properties handle vacancies, and gauge interest in advertising vacancies on ARCH's website or other portal to help relieve the burden of people calling to find vacancies. However, ARCH currently only has 1 FTE dedicated to its Rental Program, which has 72 properties and over 2,000 rental units, and any expansion of ARCH's functions would require evaluation of staffing needs. c. Properties that don't maintain waitlists will market vacancies as they become available. Most units are filled very rapidly. d. ARCH does not currently have a way to collect data on individuals seeking housing and how long they must search before finding an available affordable unit. However, based on anecdotal information, the experience varies widely based on a household's individual circumstances, but the overall trend is a growing demand with longer wait times. e. ARCH does not track response time information for all email communications but we do state our intent to return all email in 3 to 5 business days. Actual response times are typically faster, however this can be impacted during periods of high call/email volumes, such as when a new home is listed for sale. f. The number of emails is not tracked but if given more time, staff estimate anywhere from 20 - 100 per day depending on the time of year and whether there is an active marketing effort going on. We do track the number of Mailing List applications, which have increased significantly the last couple years: <ul style="list-style-type: none"> ▪ 885 new subscribers in 2020 ▪ 2,677 in 2021 ▪ 4,319 in 2022 g. The ARCH Apartment list is updated monthly, or as needed when new properties are added or contact information changes.

Issue	Discussion Notes
-------	------------------

8. Affordable housing need quantified.

Councilmember Forsythe

Council Discussion

- a. What is the need for affordable housing in our community? Is there a specific number?

Staff Comments

- a. There are several ways to consider the need for affordable housing in our community.
 - o Per the King County Countywide Planning Policies (CPPS), there is demand for 18,045 additional housing units at 0-100% AMI, by 2044, in Redmond.
 - o However, the demand is limitless for practical purposes because housing is so expensive in the region.
 - Populations would likely shift to Redmond if there were more deeply affordable units (assuming people could get to their employment, housing unit met their family size needs, etc.)

NET NEW PERMANENT HOUSING UNITS NEEDED IN REDMOND; 2019-2044									EMERGENCY
	0-30% AMI		>30-50% AMI	>50-80% AMI	>80-100% AMI	>100-120%	>120%	Total	Emergency Housing
	Non-PSH	PSH	3,863	2,720	296	335	1,620	20,000	3,714
NET NEW Redmond Units 2019-2044	6,966	4,200							

*PSH = Permanent Supportive Housing



A Regional Coalition for Housing

***ARCH Trust Fund:
Program Background and
2022 Funding Recommendations***

*Lindsay Masters, Executive
Director*

Elsa Kings, Trust Fund Manager

ARCH Trust Program Overview

1

Voluntary annual
member contributions
ARCH solicits proposals
from community partners



2

Review by ARCH
Community Advisory
Board
City staff liaison input



3

ARCH Executive Board
recommendations to
member councils

Local City Councils
approve funding
recommendations

4



ARCH executes contracts
through City of Bellevue
(administering agency)

5

Diversity of Housing Supported from HTF

- Senior Housing
- Family and Workforce Housing
- Homeless and Special Needs Housing
- Homeownership
- Manufactured Housing Communities
- Preservation
- Transit-Oriented Development
- Shelter and Transitional Housing



Redmond Gets a Fair Return on Investment

ArcGIS ▾ Trust Fund Projects by Population 2021

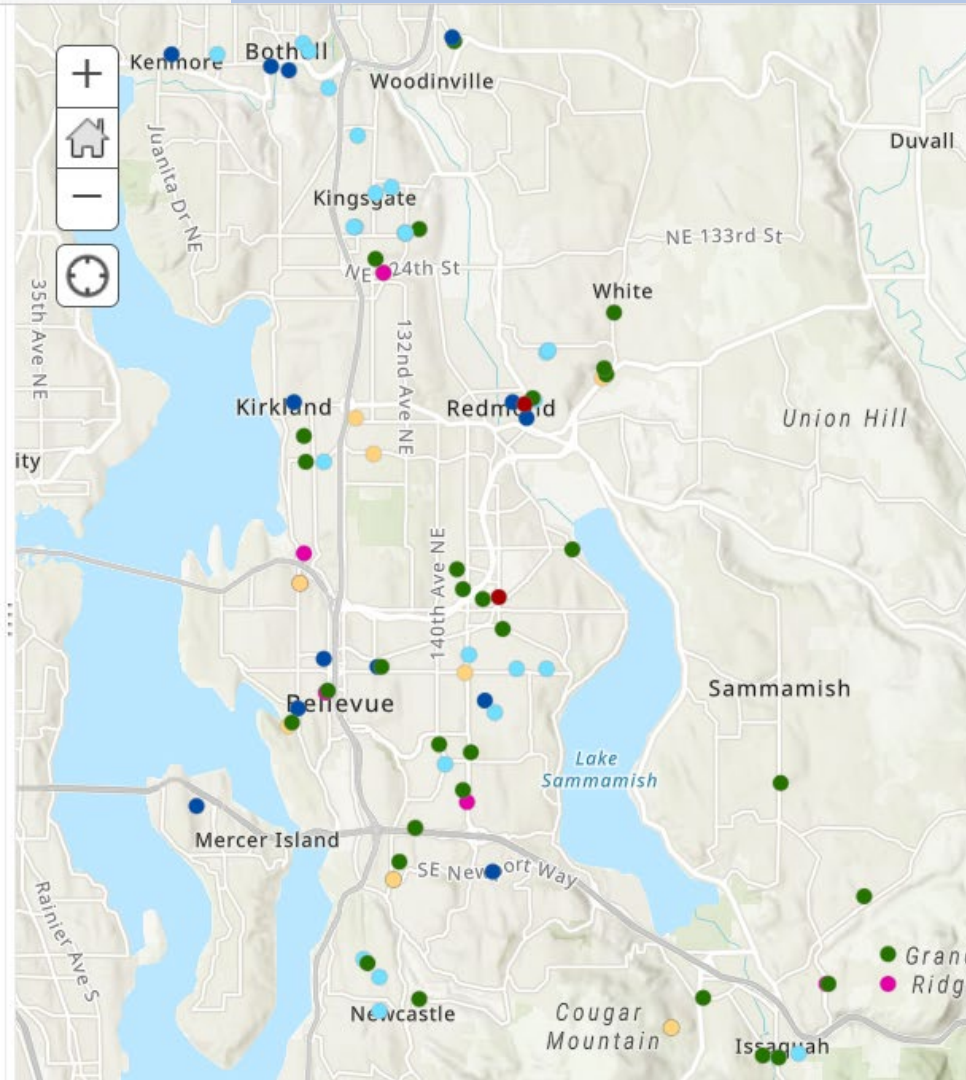
Details | Basemap

About | Content | Legend

Legend

TRUST FUND PROJECTS

- Family
- Family / Homeless
- Family / Special Needs / Homeless
- Homeless
- Senior
- Senior / Homeless
- Special Needs



Redmond has given ~22% of all local funds since 2010.
Redmond has gained ~23% of all affordable units since 1992.

ARCH Member Investments

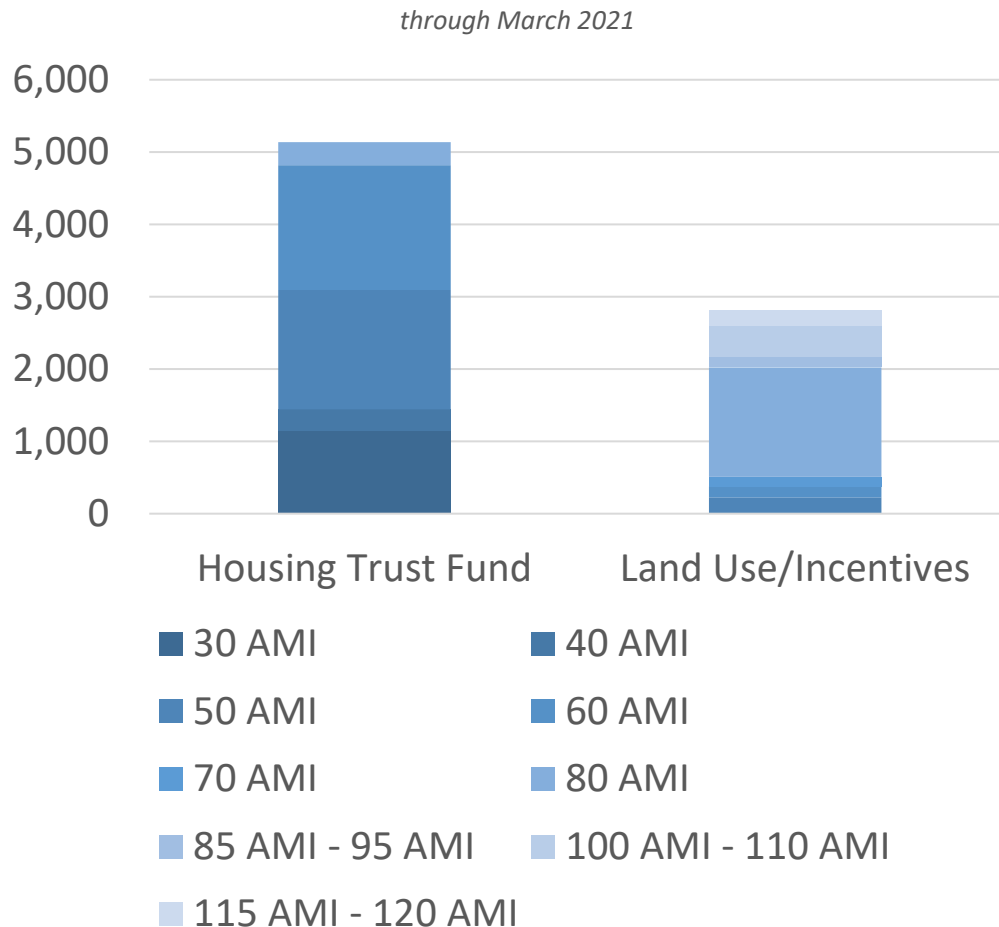
- ~6,000 affordable units
 - Since 1992
- Direct investments:
 - Local general funds
 - CDBG funds
 - HB 1406 funds
 - HB 1590 sales tax funds, etc.
- In kind contributions:
 - Fee waivers
 - Land donations
 - Land discounts

HTF Investments in Redmond

- \$23.7 million in loans/grants to projects in Redmond
- 1,423 affordable units

HTF Gets Deeper Affordability Than Land Use / Incentives

Production by Program / Affordability Level
through March 2021



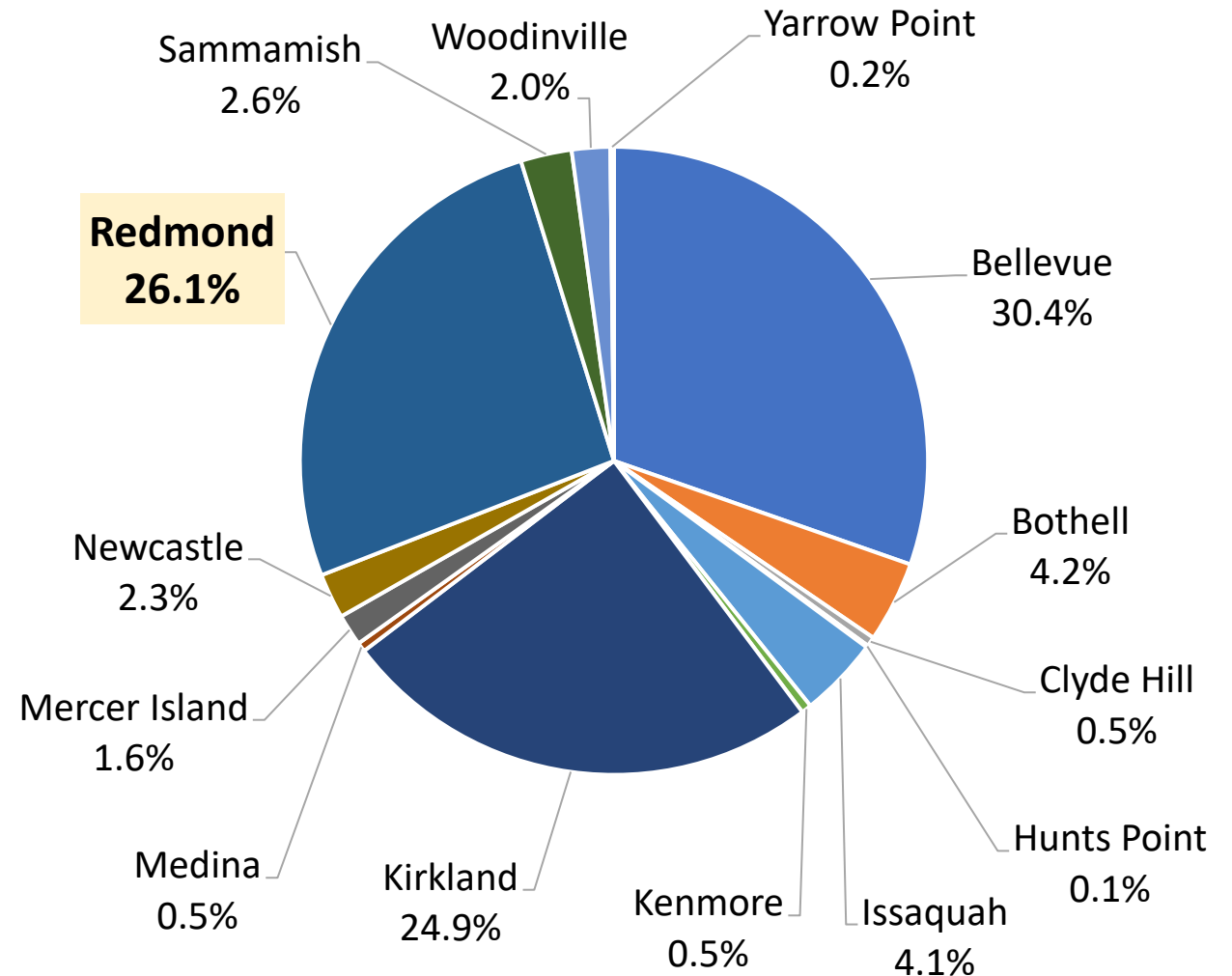
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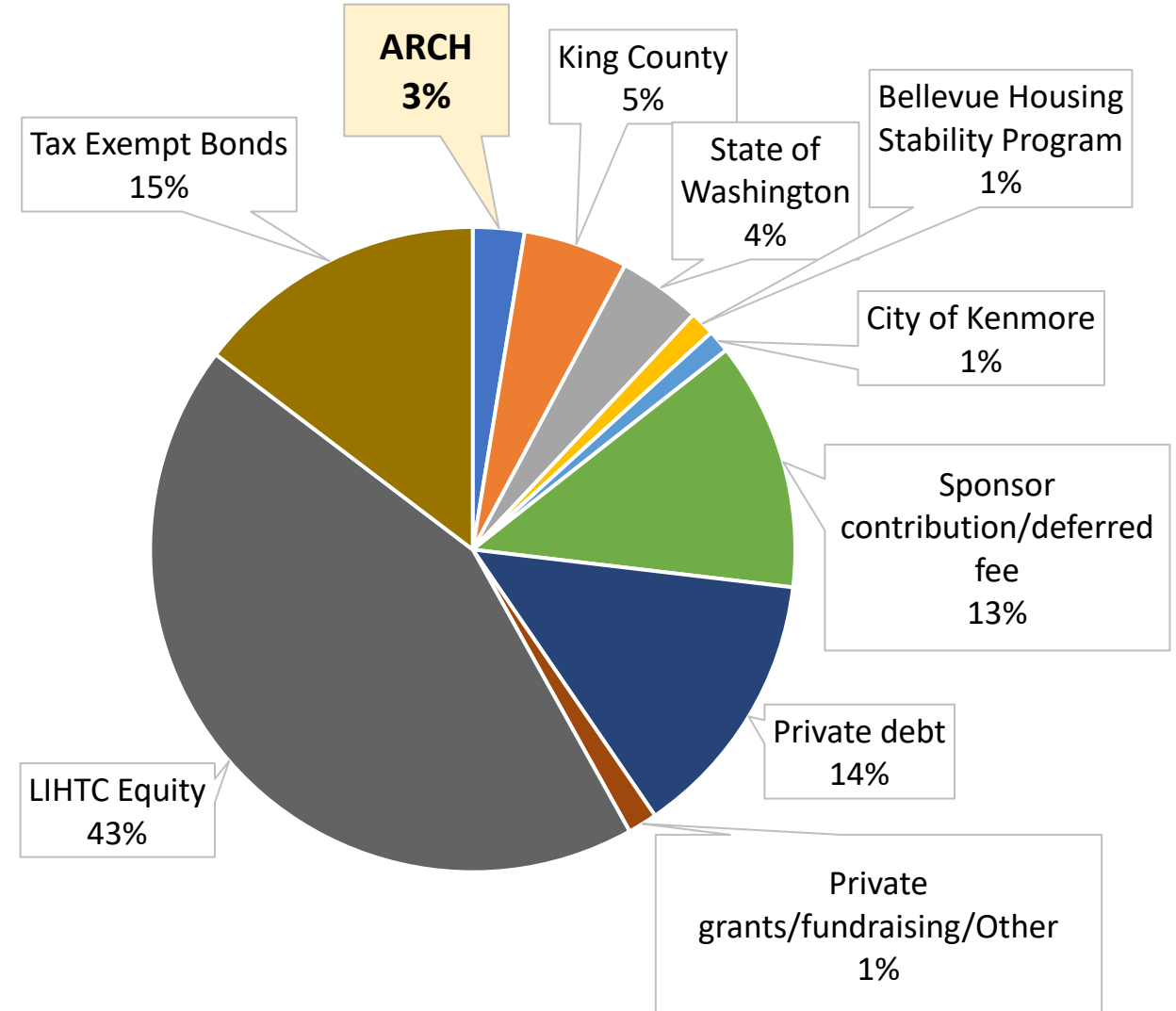
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Proposed Funding Sources ARCH Housing Trust Fund Projects, 2022



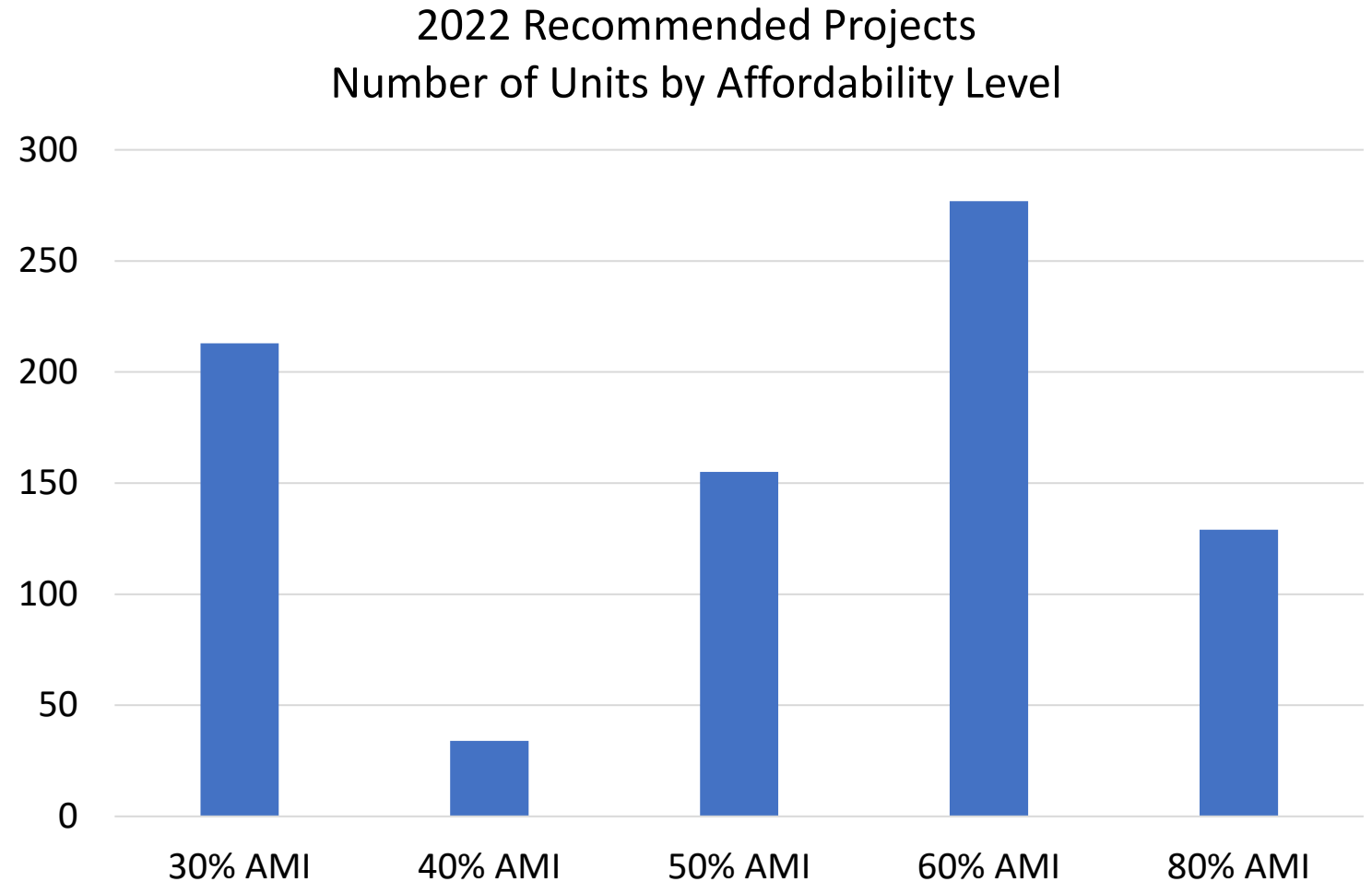
2022 Funding Round: Total Requests

- Eight initial application requests
 - One request withdrawn
- Total amended request of \$12.4M
- Submitted projects include **819 total affordable units/beds**
 - 0 units in Redmond
 - 100 units in Kenmore
 - 7 beds in Kenmore-Bothell-Woodinville area
 - 452 units/beds in Kirkland
 - 260 units in Bellevue
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Questions & Answers



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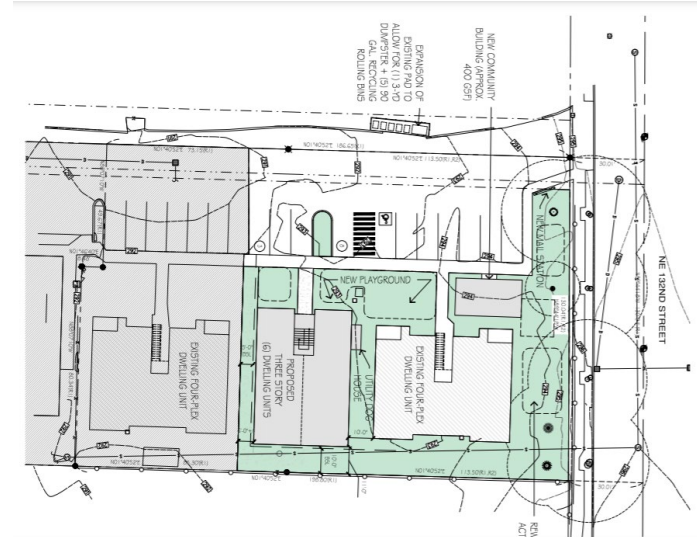
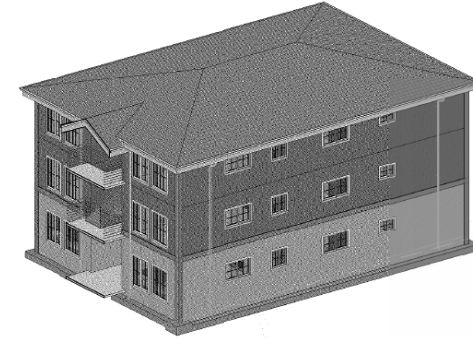
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Memorandum

Date: 3/7/2023
Meeting of: City Council

File No. AM No. 23-032
Type: Staff Report

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

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill, AICP	Long Range Planning Manager
Planning and Community Development	Ian Lefcourte, AICP	Senior Planner

TITLE:
Housing Action Plan Implementation Progress Report

OVERVIEW STATEMENT:

Staff will provide Council with information on efforts to implement the 2021 Housing Action Plan. The presentation will showcase what has been implemented, what is in progress, what will be worked on next. A Regional Coalition for Housing (ARCH) staff will join City staff for the presentation. The Housing Action Plan identifies several tools and various strategies to address local housing needs.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan; supports goals HO-2, HO-7, and HO-8 of Housing Element.
2021 Housing Action Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
The 2021 Housing Action Plan (HAP) is a guiding tool to assist the city in addressing the housing needs in Redmond that were identified through the Housing Needs Assessment.

The HAP was funded through a state grant intended to incentivize cities to take actions to increase the variety of housing types available and to increase urban residential density. The City has since received two additional planning grants for housing: a Housing Action Plan Implementation grant (\$100,000) focused on optimizing the City's inclusionary zoning and multifamily property tax exemption programs, and a Middle Housing grant (\$120,000) focused on identifying and removing barriers to middle housing. Work on both grants is underway with deliverables due in June 2023.

OUTCOMES:

This presentation will provide updates on the implementation of the Housing Action Plan. The information provided to Council will assist its review, evaluation, and prioritization of housing programs and strategies.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Phase 1: Initial Engagement - May to July 2020
Phase 2: Community check-in on HAP - January 2021 to March 2021
- **Outreach Methods and Results:**
HAP outreach efforts included stakeholder interviews, focus groups, an initial community questionnaire and a final community questionnaire.
- **Feedback Summary:**
Phase 1 outreach results indicated that housing affordability is an issue for many; Redmond is a desirable place to live; homeownership is out of reach for many; lack of housing is a challenge for businesses; new housing types are needed; and people face stigmas about their housing.
Phase 2 outreach results affirmed the draft strategies, prioritizing affordable housing and calling for a diversity of housing stock such as townhomes, duplexes, and low-maintenance housing for seniors.

BUDGET IMPACT:

Total Cost:

Housing and Human Services programs are funded in part through the Housing and Human Services offer, which has a biennial authorization of \$6,900,597.

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

Budget Offer Number:

0000037 - Housing and Human Services

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

General fund and Washington State Department of Commerce grants totaling \$220,000.

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/21/2023	Committee of the Whole - Public Safety and Human Services	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	N/A	N/A

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

This is an informational briefing. Staff is not seeking Council action.

ATTACHMENTS:

Attachment A - 2023 Work Summary

Attachment B - Council Issues Matrix

Attachment C - Presentation

HAP IMPLEMENTATION PLAN - 2023 WORK SUMMARY

This document provides a summary of Housing Action Plan implementation to date and planned work in 2023.

The Housing Action Plan Implementation Timeframes are defined as:

- Short-term: 1 year (2021-2022)
- Medium Term: 2-3 years (completed by 2024)
- Long-Term: 4-5 years (completed 2026)

HAP RECOMMENDED ACTIONS: SHORT-TERM

Action #	Action Description	Status
1.2	Add criteria to the Redmond Municipal Code to allow for the consistent and predictable implementation of affordable housing impact fee waivers.	Underway. Action required: continued work.
1.3	Review IZ and MFTE program regulations in concert with zoning changes to consider options that create deeper affordability and/or more affordable units.	Underway. Action required: continued work. <i>Council accepted \$100,000 state grant for this work.</i>
1.4	Promote TOD and infill development integrating affordable housing development.	Underway. Action required: continue and expand work.
1.5	Consider ways to incentivize increased affordable housing development. (OV and MM Incentives)	Underway. Action required: continued work. <i>Council expected to authorize \$75,000 consultant contract for economic analysis in March 2023.</i>
1.6	Review and identify changes to parking regulations around light rail stations and areas of high frequency transit to maximize desired uses like housing at differing affordability levels.	Underway. Action required: continued work.

2.1	Evaluate payment deferral options for development fees for deeply affordable housing projects and Accessory Dwelling Units	Not yet underway. Action required: start work as part of 2023 fee study.
2.3	Consider updating design standards to provide clarity and flexibility to streamline development review and achieve superior design.	Underway. Action required: continued work.
3.1	Amend regulations to broaden housing options by promoting middle housing development.	Underway. Action required: continued work. <i>Council accepted \$120,000 state grant for this work.</i> Redmond Staff working with Consultant BDS.
4.3	Provide community education in multiple languages to make education more accessible to non-English speakers. The educational opportunities proposed for this action may include tenant rights, fair housing laws, and King County Home Repair program.	Underway. Action required: continued work. Redmond Staff working with Consultant BDS. Redmond Staff to invest one-time funds into the three identified topics (and more as determined by staff.)
6.2	Advance partnerships with transit agencies to promote affordable housing development and maximize affordable housing production on publicly owned properties in Transit-Oriented-Development (TOD) areas.	Underway. Action required: continued work. Redmond staff working with Sound Transit.
6.3	Partner with community-based organizations and individuals most impacted by housing affordability challenges to ensure affected parties have access to and are involved in meaningful public participation in updates to housing policies and regulations.	Underway. Action required: continued work. <i>Council accepted \$120,000 state grant for this work.</i> Redmond Staff working with Consultant BDS.

HAP RECOMMENDED ACTIONS: MEDIUM/LONG-TERM

Action #	Action Description	Status
1.1, 4.1, 5.1	<p>1.1 Engage with other ARCH cities on potential adoption of new revenue streams, and advocate for additional local revenue options to support affordable housing production and preservation.</p> <p>4.1 Invest in key programs and services in support of equitable access and home preservation.</p> <p>5.1 Increase investments to preserve affordable housing.</p>	<p>Underway.</p> <p>Action required: continued work.</p> <p><i>Council allocated \$10 million for affordable housing and \$1.8 million for the Housing Trust Fund in 2023-24 budget.</i></p> <p>Redmond Staff with A Regional Coalition for Housing (ARCH).</p>
3.2, 3.3, 3.4	<p>3.2 Promote ADU development by Removing code and process barriers which may include developing pre-approved ADU plans and a new ADU development guidebook.</p> <p>3.3 Review and amend backyard home development code to identify and eliminate barriers to expand this program across neighborhoods.</p> <p>3.4 Remove code barriers to developing a wide range of housing. The regulation updates should address duration of stay, housing affordability, impact and connection fees, parking, open space, and other development standards to ensure equitable outcomes.</p>	<p>Underway.</p> <p>Action required: continued work.</p>
1.7	Explore programs that promote homeownership opportunities such as working with ARCH to evaluate changes to the existing ARCH Down Payment Assistance Program.	<p>Not yet underway.</p> <p>Action required: none in 2023.</p>
2.2	Regularly review development review processes to identify opportunities for increased efficiencies.	<p>Underway.</p> <p>Action required: continued work.</p>
4.2	Evaluate funding for greater fair housing enforcement efforts, in coordination with other cities in the region, to track compliance with fair housing laws and provide technical assistance and education to local landlords and property managers.	<p>Underway.</p> <p>Action required: continued work.</p>
4.4	Streamline processes for people applying for rental assistance to ensure equitable access. Explore innovative technology solutions to create efficiencies.	<p>Not yet underway.</p> <p>Action required: none in 2023.</p>
3.5	Advocate for revisions to state law that facilitate and support tools for advancing more home-ownership opportunities. Similarly, revise Redmond regulations to provide regulatory tools that create new opportunities for homeownership.	<p>Not yet underway.</p> <p>Action required: none in 2023.</p>

4.5	Advocate at state-level for eviction reforms.	Underway Action required: continued work.
5.2	Minimize and mitigate displacement of residents consistent with PSRC guidance and identify at-risk properties with low-income residents that could be candidates for future acquisition and preservation.	Underway Action required: continued work.
6.1	Reach out to partners and provide help including support to increase the affordable housing development potential on suitable property owned by public agencies, faith-based, and non-profit organizations.	Underway Action required: continued work.

Issue	Discussion Notes
<p>1. Washington Legislature Bills and Housing.</p> <p>Councilmember Stuart</p>	<p><u>Council Discussion</u></p> <p>a. What Washington State Legislative bills have already passed the legislature and will impact the City's Housing Action Plan outcomes?</p> <p><u>Staff Comments</u></p> <p>a. There are no major bills that impact housing outcomes that have passed both legislative chambers. Staff is monitoring bills related to transit-oriented development, middle housing, tenant protections, affordable housing funding, and more.</p>
<p>2. HAPI updates to inclusionary zoning and multifamily property tax exemption.</p> <p>Councilmember Stuart</p>	<p><u>Council Discussion</u></p> <p>a. What is the timeline of the Housing Action Plan Implementation grant project to update inclusionary zoning regulations and multifamily property tax exemption program?</p> <p><u>Staff Comments</u></p> <p>a. Council will have the opportunity to review staff recommendations related to this work in summer 2023. Grant deliverables are due to Commerce in June 2023.</p>
<p>3. Roadblocks to housing outcomes and Council support.</p> <p>Councilmember Stuart</p>	<p><u>Council Discussion</u></p> <p>a. Are there any obstacles to achieving the Housing Action Plan action items?</p> <p>b. How can City Council help? Anything they can address?</p> <p><u>Staff Comments</u></p> <p>a. No substantive City Council related obstacles. Some of these action items simply take time to implement. Long Range Planning now has a fully staffed team and is pursuing multiple approaches across multiple projects to help meet the City's housing goals.</p>

Issue	Discussion Notes
	<ul style="list-style-type: none"> b. The principal way that the City Council can support continued implementation the Housing Action Plan is by reviewing and acting on policy and budget-related implementation actions as staff brings them forward. Inclusionary zoning and MFTE changes are one example.
<p>4. Timelines for items and representation in work summary.</p> <p>Councilmember Kritzer</p>	<p><u>Council Discussion</u></p> <ul style="list-style-type: none"> a. What is staff's approach for setting the timeline for items that do not currently have action underway? b. Timeline plans for Action 4.2 "Evaluate funding for greater fair housing enforcement efforts...education to local landlords and property managers". c. Timeline plans for Action Item 4.3 "Provide community education in multiple languages... Action items in the "not yet underway" category have "action required: none in 2023".
	<p><u>Staff Comments</u></p> <ul style="list-style-type: none"> a. Generally, staff's approach to setting the timeline for items consists of: prioritizing items by implementation timeframes and identifying other City plans or projects which could have synergy with the action item (and coordinating with those plans or projects). b. Action 4.2 is identified as long-term. As such, the goal is to complete this item in or by 2026. Some work has been completed and is on-going for this item. The City of Redmond adopted tenant protections with ordinance 3091 on July 19, 2022. Deputy Director Allen has been actively conducting education and engagement with property management and other stakeholders on the topic of the City's tenant protection program. c. Action 4.3 is identified as long-term. As such, the goal is to complete this item in or by 2026. Some work has been completed and is on-going for this item. Long Range Planning staff have been proactive and mindful with expanding the quality and capacity of translation efforts as part of the Periodic Comprehensive Plan Update (Redmond 2050). The consultants of the on-going Middle Housing grant are also exploring opportunities to improve translation processes to increase equity.
<p>4. Eviction reform and Redmond legislative agenda.</p>	<p><u>Council Discussion</u></p> <ul style="list-style-type: none"> a. Is eviction reform (Action 4.5) on the City's legislative agenda?

Issue	Discussion Notes
Councilmember Kritzer	<u>Staff Comments</u> a. The entire Housing Action Plan is referenced in the City's legislative agenda. Action 4.5 is therefore included by reference.
5. Addressing affordability and sustainability together.	<u>Council Discussion</u> a. How are staff addressing affordability and sustainability together as a single problem.
Councilmember Fields	<u>Staff Comments</u> a. Housing affordability and sustainability are intertwined. For example: <ul style="list-style-type: none"> o Housing near transit and jobs is inherently greener because people have access to more goods, services, and opportunities without use of a car. Reducing car reliance also increases the affordability of housing because households can live comfortably with fewer or no cars. o "Green" housing sometimes has an upfront cost premium, but has long-term cost savings (energy efficiency, e.g.)
6. Progress on housing and equity goals.	<u>Council Discussion</u> a. Where was the City, where are we now, and where are we going - housing goals? b. Is the City meeting our equity goals?
Councilmember Anderson	

Housing Action Plan Work Summary

March 07, 2023

Ian Lefcourte, Senior Planner



Redmond
WASHINGTON

Purpose

- Demonstrate progress in advancing Council Priorities.
- Demonstrate progress implementing the Housing Action Plan.
- Housing Action Plan Guiding Principles:
 - Housing Choices
 - Equity
 - Distributional
 - Process Equity
 - Cross-Generational Equity
 - Partnerships
 - Advocacy

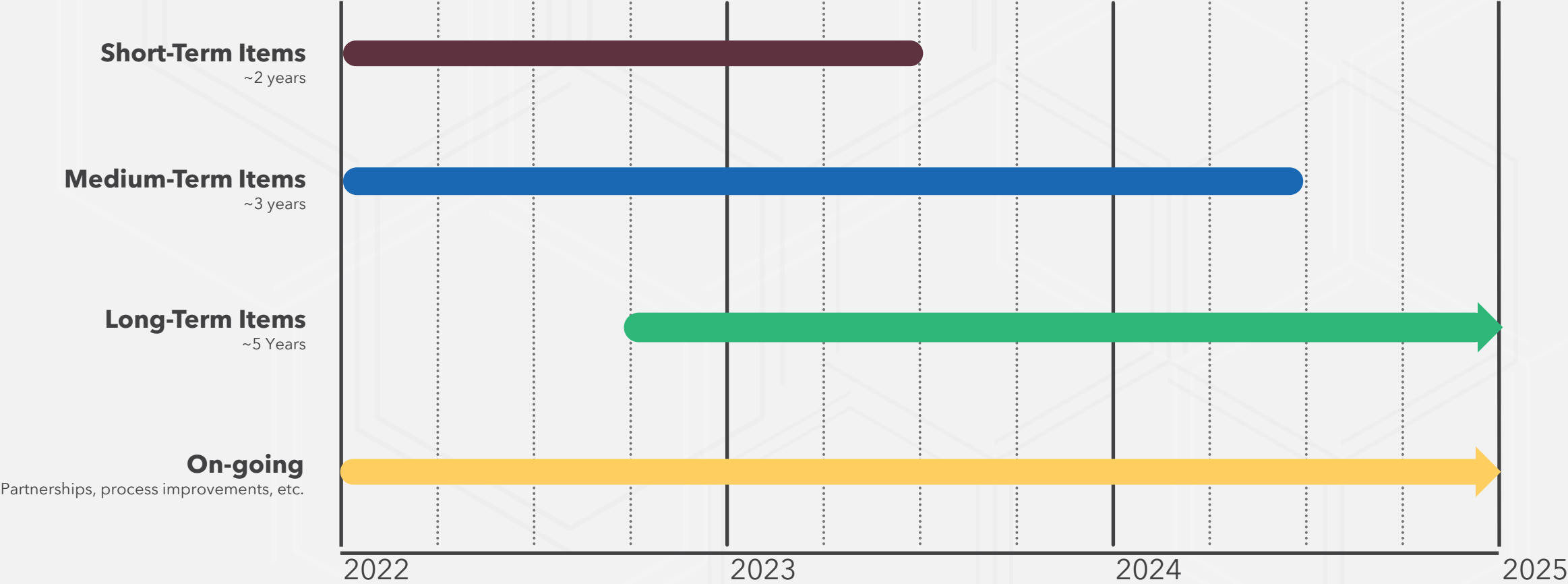


Housing in Washington

- **Puget Sound Regional Council & WA Dept of Commerce Housing Survey:**
 - **The Cost of Housing is a Top Issue Across the State**
 - Housing costs and homelessness ranked as the two top issues
 - 75% and 77% - believe housing costs and rent are too high
 - **Housing is Hard to Find and Discrimination Continues**
 - 49% - difficult or very difficult to find affordable housing
 - **Housing Strengthens Community**
 - 78% - want more housing options for all people in their communities
 - 80% - more housing is likely to make the community better
 - **Support for Middle Housing**
 - 74% - prefer more walkable neighborhoods near amenities
 - 58% - support multiplexes in single-family zones

Housing Action Plan Item Categories

HAP Adopted March 2021



Housing Action Plan – Topics in Several Areas



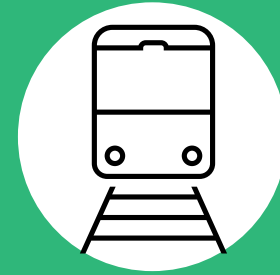
Comprehensive Plan Policies

- Land Use
- Housing
- Human Services



City Code (Municipal and Zoning)

- Inclusionary Zoning and Multifamily Property Tax Exemption
 - Impact Fees
- Design Standards



Projects and Efforts

- Sound Transit Transit-Oriented-Developments
- Educational Efforts
- Funding Priorities

Action Items: **How are they implemented?**

- Redmond Zoning Code ReWrite
- Specific Projects or Efforts
- Consultant Grant Work
- Independent Code Amendment Packages
- Redmond 2050 Comprehensive Plan Update
- State Advocacy

Action Items: **Underway**

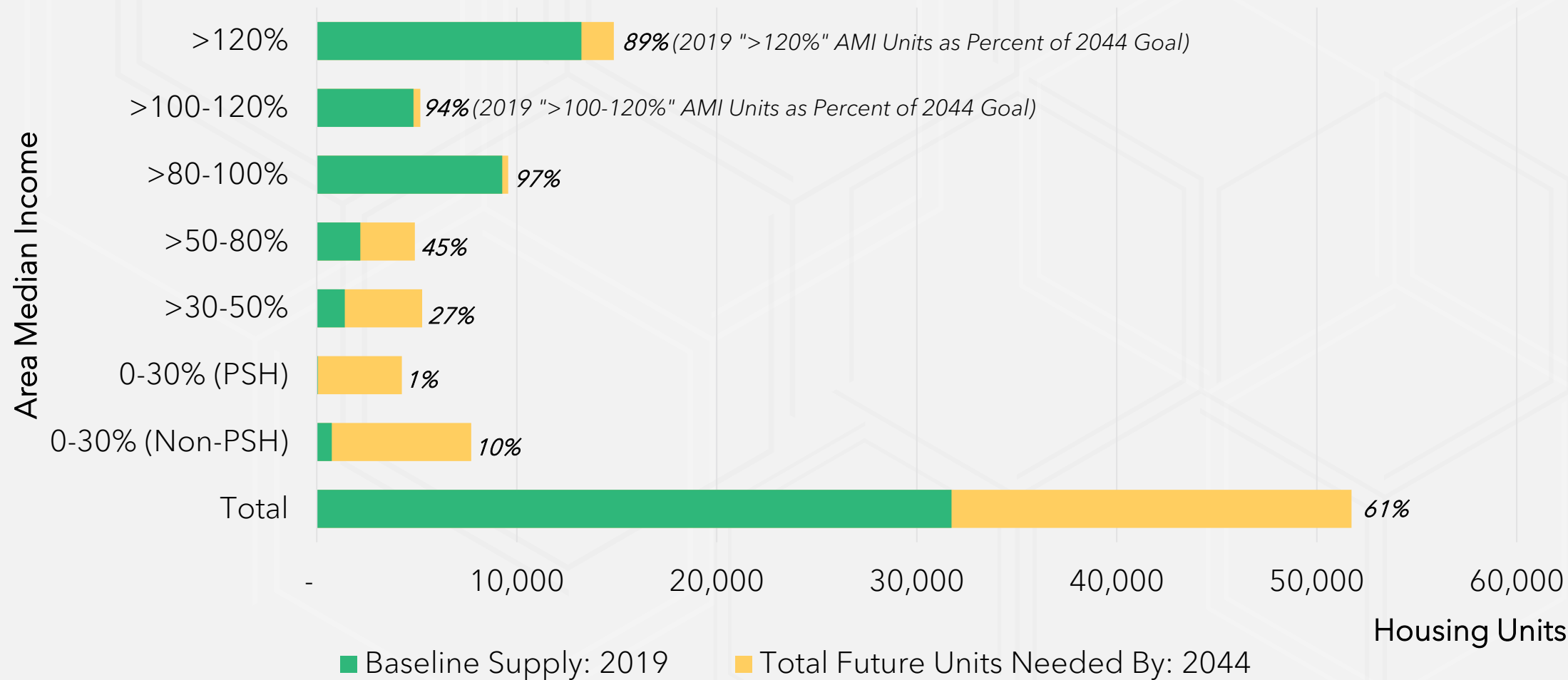
- Impact Fee Waivers
- Housing Type Choices
- Affordable Housing Parking
- Missing Middle Housing
- Community Collaboration, Education, and Effective Language Communications
- Inclusionary Zoning (IZ) and Multifamily Property Tax Exemption Program (MFTE) Updates
- Transit Oriented Development
- Investment into Affordable Housing
 - \$10,000,000 for Affordable Housing
 - \$1,785,000 for Housing Trust Fund (budgeted, combined, for 2023 and 2024)
- Incentivize affordable housing in Overlake and Marymoor

Action Items: **Next Up**

- Evaluate payment deferral options for development fees for affordable units and Accessory Dwelling Units
- Further expand housing choices and middle housing
- Streamline permitting and development review processes
- Continued State Advocacy (eviction reform, homeownership support, etc.)
- Strengthen Partnerships
- Iterative Updates

Housing Unit Progress: 2019 and 2044

Redmond Housing Units, 2019 and Needed by 2044



Thank you

Any Questions?





Memorandum

Date: 3/7/2023
Meeting of: City Council

File No. AM No. 23-033
Type: Staff Report

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

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Beckye Frey	Principal Planner
Planning and Community Development	Lauren Alpert	Senior Planner
Planning and Community Development	Glenn Coil	Senior Planner
Planning and Community Development	Ian Lefcourte	Senior Planner
Planning and Community Development	Odra Cárdenas	Planner
Planning and Community Development	Mary L'Heureux	Program Assistant

TITLE:

Redmond 2050: Land Use and Community Design

OVERVIEW STATEMENT:

Staff will introduce a series of community conversations related to land use and introduce the idea of creating a Community Design Element into the Comprehensive Plan. The objective of the March 7, 2023, staff report is to obtain initial questions and interests from Councilmembers in preparation for further discussion at the March 14, 2023, study session. The objective of the study session is to understand Council interests and priorities for these topics so that staff can design land use outreach and develop a Community Design Element that is responsive to issues raised by Council.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Comprehensive Plan, Redmond Transportation Master Plan, implementing functional and strategic plans, and Redmond Zoning Code.

- **Required:**

The Growth Management Act requires that Washington cities and counties periodically review and, if needed, revise their comprehensive plans and development regulations every ten years. For King County cities the periodic review must be completed by December 31, 2024.

- **Council Request:**

The City Council requested quarterly reports on project milestones, staff progress, and public involvement.

- **Other Key Facts:**

N/A

OUTCOMES:

Understanding Council interests and priorities for these topics will help staff design land use outreach and develop a Community Design Element that aligns with those interests and priorities.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

Community engagement for Redmond 2050 is ongoing. Focus areas for Q2 and Q3 2023 are: SE Redmond Industrial Growth Center, Marymoor Village, Downtown, Community Design, and Complete Neighborhoods.

- **Outreach Methods and Results:**

Outreach methods include but are not limited to: pop-up events, stakeholder interviews, focus groups, virtual meetings, in-person workshops, letters to property owners, e-newsletters, and online questionnaires.

- **Feedback Summary:**

Feedback received for the topics listed above will be reported later this year.

BUDGET IMPACT:

Total Cost:

\$4,616,400 is the total appropriation to the Community and Economic Development offer and is where most staff expenses related to Redmond 2050 are budgeted. A portion of this budget offer funds consultant contracts for environmental review and Housing Action Plan implementation.

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

0000040 Community and Economic Development

Budget Priority:

Vibrant and Connected

Other budget impacts or additional costs:

☐ Yes

☒ No

☐ N/A

If yes, explain:

N/A

Funding source(s):

General Fund, Washington State Department of Commerce grants

Budget/Funding Constraints:

Grant deliverables are due June 30, 2023

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/6/2020	Business Meeting	Approve
11/17/2020	Business Meeting	Receive Information
3/16/2021	Business Meeting	Receive Information
3/23/2021	Study Session	Provide Direction
6/15/2021	Business Meeting	Receive Information
6/22/2021	Study Session	Provide Direction
9/21/2021	Business Meeting	Receive Information
9/28/2021	Study Session	Provide Direction
11/16/2021	Business Meeting	Receive Information
11/23/2021	Study Session	Provide Direction
2/15/2022	Business Meeting	Receive Information
5/3/2022	Business Meeting	Receive Information
5/10/2022	Study Session	Provide Direction
6/7/2022	Committee of the Whole - Planning and Public Works	Receive Information
7/19/2022	Business Meeting	Receive Information
7/26/2022	Study Session	Provide Direction
8/9/2022	Study Session	Provide Direction
10/4/2022	Business Meeting	Receive Information
10/11/2022	Study Session	Provide Direction
1/17/2023	Business Meeting	Receive Information
1/24/2023	Study Session	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/14/2023	Study Session	Provide Direction

Time Constraints:

All Phase I and Phase II updates to the Comprehensive Plan must be completed no later than

December 31, 2024.

ANTICIPATED RESULT IF NOT APPROVED:

Staff is not requesting Council action at this time.

ATTACHMENTS:

Attachment A: Redmond 2050 Overview

Attachment B: Presentation Slides

2023

**Council
Review
Topics**



1st

Quarter

- Housing, Overlake, Transportation Regulations Preview
- Land Use and Community Design

2nd

Quarter

- PARCC and Economic Vitality Elements final review
- PARCC Plan final review

3rd

Quarter

- Housing and Overlake Policies and Regulations final review

4th

Quarter

- Adopt Housing, Economic Vitality, PARCC, and Overlake policies and regulations
- Phase 2 Draft Policies

Comprehensive Plan - Adopts Vision for the City



Continual Support:

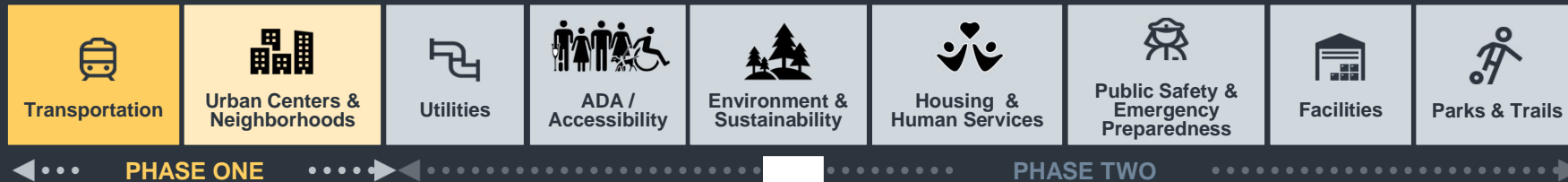


Community Involvement

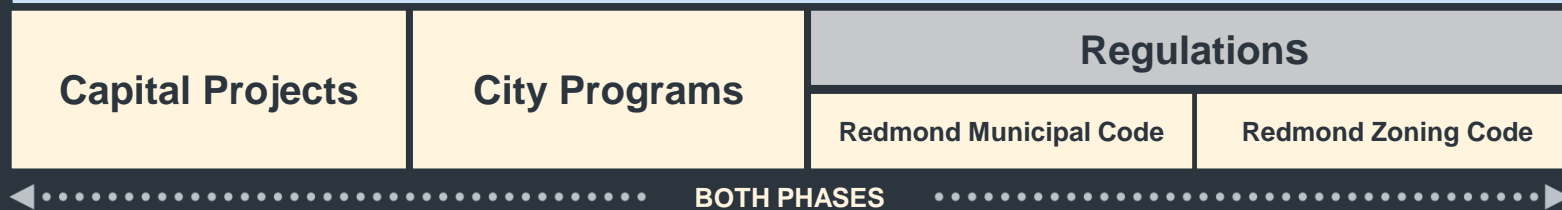


Environmental Review

Functional & Strategic Plans - Defines How Vision will be Implemented

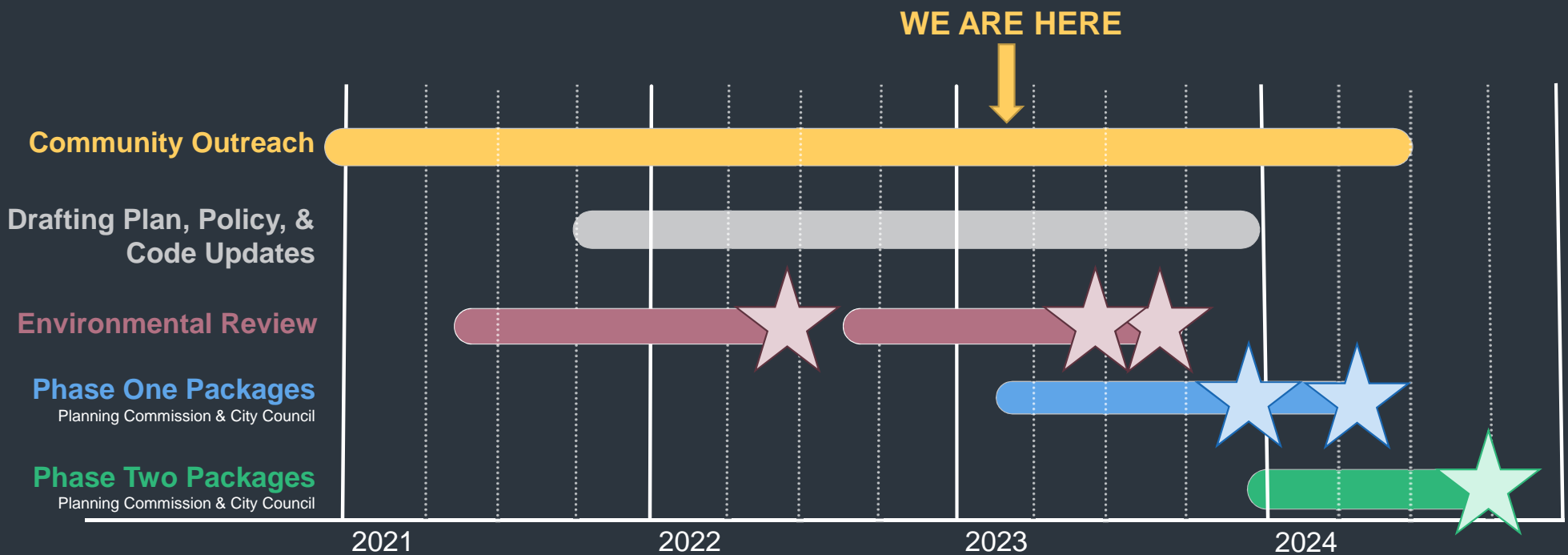


Financing & Implementation



REDMOND
2050

Redmond 2050 Timeline



Phase 1 addresses critical needs, expiring programs, etc.
Plan update must be completed by December 31, 2024

★ = major milestone

Recent and Upcoming Activities



Q1 2023

- Refine preferred alternative and begin second phase of environmental review
- Continued drafting and engagement on Overlake regulations
- Outreach for light rail station access
- Final review begins for Economic Vitality Element, PARCC Element, and PARCC Plan at Planning Commission
- Outreach kicks-off for Southeast Redmond and Marymoor Village topics
- Continued evaluation of inclusionary zoning and multifamily tax exemption programs
- Outreach and analysis related to middle housing
- Council vote on contract for economic analysis of incentive programs for Overlake, Downtown, and Marymoor Village
- RFP for community-based organization(s) to partner with City on equitable and inclusive outreach
- Monthly Community Advisory Committee meetings
- Monthly Technical Advisory Committee meetings
- Twice-monthly Planning Commission meetings

Q2 2023

- Continued environmental review in preparation for publishing supplemental draft environmental impact statement (EIS) and final EIS
- Final review begins on Centers policies for Overlake
- Final review continues for Economic Vitality Element, PARCC Element, and PARCC Plan
- Council vote on contract for community-based organization(s) to partner with City on equitable and inclusive outreach
- Outreach continues for Southeast Redmond and Marymoor Village and kicks-off for Downtown, community design, and complete neighborhoods aka 15-minute neighborhoods
- Publication of first drafts of Annexation and Regional Planning; Human Services; Capital Facilities; Utilities; Natural Environment; Participation, Implementation, and Evaluation; and portions of Land Use Elements
- Monthly Community Advisory Committee meetings
- Monthly Technical Advisory Committee meetings
- Twice-monthly Planning Commission meetings

REDMOND »»» 2050

Land Use and Community Design

March 7, 2023



Agenda

- Introduce community conversations related to land use
- Introduce idea of Community Design Element

Objective:

Identify questions and interests for March 14 study session

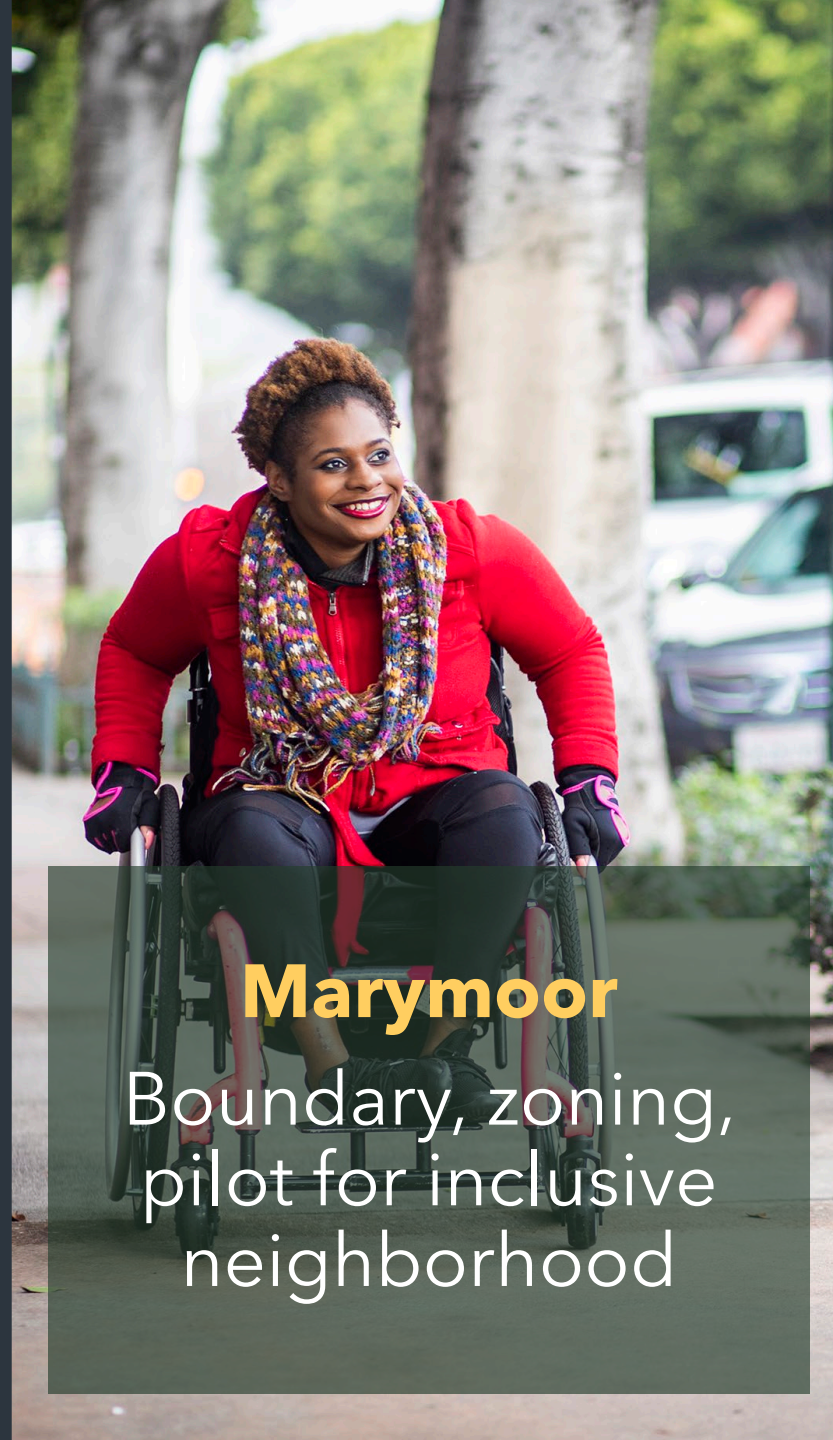
Land Use: What We Are Asking

Timing	Topic	Key Audiences	What are we asking?
Q1	Light Rail Station Accessibility	People with disabilities People who walk, bike	What barriers do you face accessing stations in Overlake?
Q1-Q2	Overlake Code Revisions	Property owners, Developers City Council,	What works/doesn't work? What are your highest priorities?
Q1-Q2	SE Redmond (Industrial Center & Corridor Planning)	Manuf./Ind. businesses, Employees Property owners Residents, Commuters	What do you need in zoning to be successful? MP Overlay and BP Housing Proposals Corridor planning (land use, transportation, etc.)
Q1-Q2	Marymoor Village	Tribes People who would benefit from universal design Property owners, Developers	How could tribal culture be recognized? What elements are important to you? What works/doesn't in code?
Q2-Q3	Downtown	Community Developers	What elements of design are important? What works/doesn't in code?
Q2-Q3	Community Design	Community Developers	Information about reorganizing design-related policies
Q2-Q3	Complete Neighborhoods	Community	What elements are important to you?



Downtown

Offices, nightlife,
building design &
height, zoning



Marymoor

Boundary, zoning,
pilot for inclusive
neighborhood



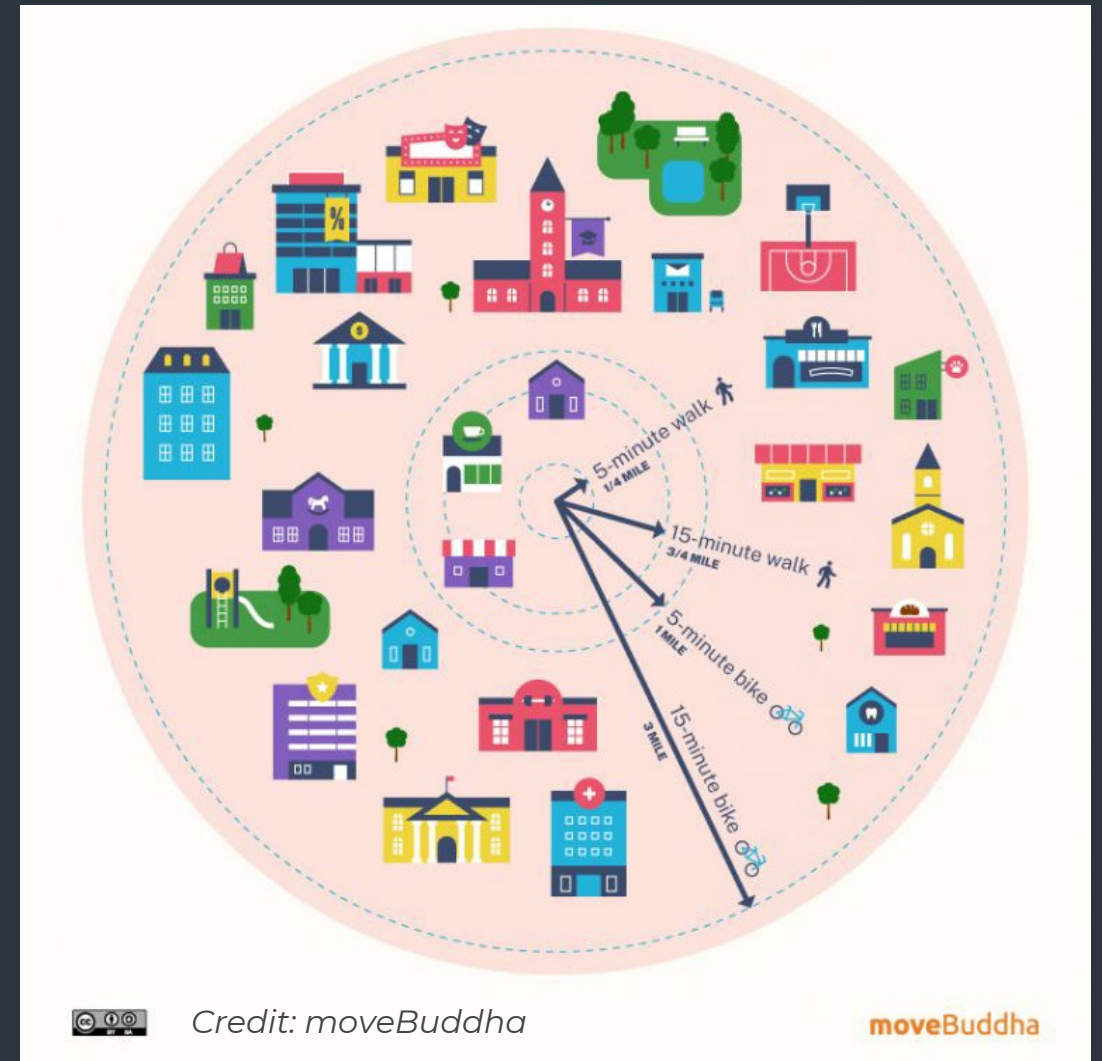
SE Redmond

New center, business
retention, Redmond
Way corridor

What is a complete neighborhood?

***A neighborhood where
most human needs and
many desires are located
within a comfortable
walking distance.***

- Sometimes a biking distance is applied
- “Neighborhood” and “city” are both used in various definitions





Home-Based Businesses

Consider updates that make it easier to start or expand a home-based business



Repurposing Residential Structures

Business operating out of formerly residential structure



Commercial Clusters

Neighborhood-scale businesses in clusters or corridors

Community Design Discussion Purpose

To guide updates to Land Use and Community Character and Historic Preservation Elements.

- Shift from community and neighborhood “character” to a focus on *design*
- “Community Design” element that combines topics from several chapters and allows for additional design-related policy discussions

When “Character” is Exclusionary

Redmond Example One

Neighborhood allows several types of housing, but...

- Have a minimum percentage of housing required to be detached single-family (SF)
- Requires all housing units to have the same look and feel as SF
- Requires minimum spacing between non-SF developments

Redmond Example Two

Neighborhood development standards require large setbacks and specific, high-cost landscaping within setbacks



Community Design Element

- **Consolidate** design related policies
(from Centers, Land Use, Neighborhoods and Design chapters)
- Unify policies that impact how Redmond feels, looks, or sounds
- Establish policies related to inclusive design
- Update/expand design-related policies for centers, corridors, and other neighborhoods
- Address design of buildings and public realm in cohesive manner



Policy Updates

Options for
character / design
policy updates



Equity in Our Built Environment

Accessible, safe, and
comfortable for all
ages and abilities



Suburban to Urban

Expanding options,
increasing flexibility,
and streamlining
code

Next Steps

Tonight

Identify Council questions and interest related to these topics for discussion at study session

Mar. 14 Study Session

Understand Council interests and prioritize so that staff work can be responsive to them

Q2-Q3

Community engagement on these topics



Thank You





City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 3/7/2023
Meeting of: City Council

File No. SPC 23-016
Type: Executive Session

Potential Litigation RCW 42.30.110 (1)(i) - 15 minutes