

# City of Redmond



## Agenda

### Business Meeting

**Tuesday, July 18, 2023**

**7:00 PM**

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

## City Council

*Mayor*

*Angela Birney*

*Councilmembers*

*Jessica Forsythe, President*

*Vanessa Kritzer, Vice President*

*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

#### II. ITEMS FROM THE AUDIENCE

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

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

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

#### III. CONSENT AGENDA

##### A. Consent Agenda

1. Approval of the Minutes: July 5, 2023, Regular Meeting (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for July 5, 2023](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Council Payroll Check Approval Register, June 30, 2023](#)

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

[Check Approval Register, July 18, 2023](#)

3. [AM No. 23-096](#) Approval of the Sourcewell Cooperative Purchasing Contract for the Perrigo Park Field Lighting Energy Efficiency Conversion

*Department: Parks and Recreation*

[Attachment A: Vicinity Map](#)

Legislative History

6/27/23 Committee of the Whole - referred to the City Council  
Parks and Environmental  
Sustainability

4. [AM No. 23-097](#) Approval of Consultant Agreement with Urban Forestry Services - Bartlett Consulting, in the Amount Not to Exceed \$275,000, for the Tree Health Risk Assessment and Mitigation Plan

*Department: Parks and Recreation*

[Attachment A: Consultant Services Agreement](#)

**Legislative History**

6/27/23 Committee of the Whole - referred to the City Council  
Parks and Environmental  
Sustainability

5. [AM No. 23-098](#) Award of Bid to HM Pacific Northwest, Inc of Redmond, WA, in the Amount of \$1,183,664 for the Avondale Road Preservation Project

*Department: Public Works*

[Attachment A: Avondale Preservation Vicinity Map](#)

[Attachment B: Additional Project Information](#)

6. [AM No. 23-099](#) Approval a Contract Amendment to the Comprehensive Garbage, Recyclables, and Organics Collection Contract

*Department: Public Works*

[Attachment A: First Amendment to Contract](#)

[Attachment B: Contract Attachment A](#)

[Attachment C: Fixed Annual Charge Example Calculation](#)

**Legislative History**

7/5/23 Committee of the Whole - referred to the City Council  
Planning and Public Works

7. [AM No. 23-100](#) Approval of Updated Lodging Tax Advisory Committee (LTAC) Budget Recommendations

*Department: Planning and Community Development*

[Attachment A: Draft LTAC June 6 Meeting Minutes](#)

[Attachment B: General Tourism and LTAC FAQ Overview](#)

**Legislative History**

7/5/23 Committee of the Whole - referred to the City Council  
Planning and Public Works

8. [AM No. 23-101](#) Award Bid to Lakeside Industries of Issaquah, WA, for the 2023 Pavement Repairs Project in the Amount of \$428,448

*Department: Public Works*

[Attachment A: Vicinity Map](#)

[Attachment B: Project Information](#)

**Legislative History**

7/5/23 Committee of the Whole - referred to the City Council  
Planning and Public Works

9. [AM No. 23-102](#) Approval of the Redmond Technology Station Pedestrian/Bicycle Bridge Operation and Maintenance Agreement with Microsoft

*Department: Public Works*

[Attachment A: Operation and Maintenance Agreement](#)

**Legislative History**

7/5/23 Committee of the Whole - referred to the City Council  
Planning and Public Works

10. [AM No. 23-103](#) Approval of the Final Contract with CDK Construction Services, Inc., in the Amount of \$1,980,038, Acceptance of Construction for the Fire Station 16 and Maintenance Building Seismic Upgrade Project, and Requesting Additional Funding

*Department: Public Works*

[Attachment A: Additional Project Information](#)

**Legislative History**

7/5/23 Committee of the Whole - referred to the City Council  
Planning and Public Works

11. [AM No. 23-104](#) Approval of a Contract with Community Attributes, Inc., in the Amount of \$80,850, for an Economic Development Strategic Plan

*Department: Planning and Community Development*

[Attachment A: Contract with Exhibits](#)

**Legislative History**

7/5/23 Committee of the Whole - referred to the City Council  
Planning and Public Works

12. [AM No. 23-105](#) Approval of On-Call Cultural Resources and Archaeological Management Services Agreements with Environmental Science Associates (ESA) and ASM Affiliates (ASM), in the Amount of \$150,000 for Each Agreement

*Department: Public Works*

[Attachment A: ASM Consultant Agreement](#)

[Attachment B: ESA Consultant Agreement](#)

**Legislative History**

7/5/23 Committee of the Whole - referred to the City Council  
Planning and Public Works

13. [AM No. 23-106](#) Approval of the 2023-24 Annual ORCA Contract Renewal

*Department: Planning and Community Development*

[Attachment A: ORCA Passport Per Trip Agreement](#)

**Legislative History**

7/5/23 Committee of the Whole - referred to the City Council  
Planning and Public Works

14. [AM No. 23-107](#) Approval of the AmeriCorps Fellowship Agreement with CivicWell for \$62,000

*Department: Executive*

[Attachment A: Agreement](#)

**Legislative History**

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

15. [AM No. 23-108](#) Approval of an Ordinance Updating the Library Board of Trustees in the Redmond Municipal Code

a. Ordinance No. 3127: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code 4.35, Library Board of Trustees, to Change Term Limits and Providing for the Development of Rules of Procedure

*Department: Executive*

[Attachment A: Ordinance](#)Legislative History

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

**B.      Items Removed from the Consent Agenda****IV.    HEARINGS AND REPORTS****A.      Public Hearings****B.      Reports****1.      Staff Reports**

- a.      [AM No. 23-109](#)      Redmond 2050 Preferred Growth Alternative

*Department: Planning and Community Development*

[Attachment A: Presentation Slides](#)

[Attachment B: Redmond 2050 Overview](#)

[Attachment C: Q2 2023 Community Involvement  
Summary](#)

**2.      Ombudsperson Report**

*June: Councilmember Stuart*

*July: Councilmember Anderson*

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



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** SPC 23-052  
**Type:** Minutes

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Approval of the Minutes: July 5, 2023, Regular Meeting (recordings are available at [Redmond.gov/rctv](https://www.redmond.gov/rctv))

**CALL TO ORDER**

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

**ROLL CALL AND ESTABLISHMENT OF A QUORUM**

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

Absent: Forsythe and Khan

MOTION: Councilmember Kritzer moved to excuse Councilmembers Forsythe and Khan from attendance at the meeting. The motion was seconded by Councilmember Carson.

VOTE: The motion passed without objection. (5 - 0)

**SPECIAL ORDERS OF THE DAY:**

A. PROCLAMATION: Parks and Recreation Month

Mayor Birney read the proclamation into the record and thanked the Farrel McWhirter volunteers.

**ITEMS FROM THE AUDIENCE**

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

- Brenda Larson - in support for implementing a Community Responder Program in Redmond;
- Shai Guday, Mark Wilterding, Jason Kapp, Hariharan Sandana Gobalane, Mark Sorensen, and Amber Dattoli - concerns with the opening of the fire gate on 172<sup>nd</sup> and necessary safety measures, impact to the community and wildlife, better communication with residents, corridor study and cut through traffic;
- Alex Tsimerman - free speech and politics;
- Seth Merritt - Duvall Firefighters and their interest in joining Eastside Fire;
- Arnold Tomac - importance of complete neighborhoods;
- David Morton - strategies for protecting drinking water aquifer; and

- Ram Rammanohar - roads must be open to the public, and the closed gate on 172<sup>nd</sup> is a huge inconvenience.

## CONSENT AGENDA

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

VOTE: The motion to approve the Consent Agenda passed without objection. (5 - 0)

1. Approval of the Minutes: June 20, 2023, Regular Meeting, and July 27, 2023, Special Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

### PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#187805 through #187823  
#150062 through #150830  
#1590 through #1594

\$4,144,646.54

### CLAIMS CHECKS:

#446126 through #446347

\$3,545,842.88

3. AM No. 23-088: Approval of an On-call Monitoring Capacity Contract Increase, in the Amount of \$80,000, in Support of the Surface Water Monitoring Program
4. AM No. 23-089<sup>1</sup>: Adoption of a Resolution Amending the City Fee Schedule to Include Fees for Electric Vehicle Charging
  - a. Resolution No. 1573: A Resolution of the City Council of the City of Redmond, Washington, Adopting a Fee Structure for City-Owned, Publicly Available, Electric Vehicle Charging Infrastructure

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<sup>1</sup> In response to a Councilmember inquiry, city staff stated that there will be signs posted to notify the public of the new fee for the charging station.



5. AM No. 23-090<sup>2</sup>: Approval of the Consultant Services Agreement Supplement 01 with David Evans and Associates, in the Amount of \$117,218, for the 156th Cycle Track Project
6. AM No. 23-091: Award Bid to Apex Mechanical, LLC. of Battle Ground, WA, in the Amount of \$323,469 for the Electric Vehicle Charging Stations Project and Increase the Total Funding for this Project
7. AM No. 23-092: Approval of Appointment to the Lodging Tax Advisory Committee
8. AM No. 23-093: Confirmation of Appointment to the Human Services Commission

**ITEMS REMOVED FROM THE CONSENT AGENDA:**

5. AM No. 23-090<sup>3</sup>: Approval of the Consultant Services Agreement Supplement 01 with David Evans and Associates, in the Amount of \$117,218, for the 156th Cycle Track Project

MOTION: Councilmember Stuart moved to approve AM No. 23-090. The motion was seconded by Councilmember Carson.

RECUSED: Councilmember Anderson was recused from voting on this item due to a financial conflict of interest.

VOTE: The motion passed without objection. (4 - 0)

**HEARINGS AND REPORTS**

Public Hearing:

- 1 AM No. 23-094: Adoption of the Annual Update of 2024-2029 Six-Year Transportation Improvement Program (TIP)

- a. Resolution No. 1574: A Resolution of the City Council of the City of Redmond, Washington, Adopting a Six-Year Transportation Improvement Program for the Years 2024-2029 and Directing the Same to be Filed with the State Secretary of

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<sup>2</sup> This item was removed from the Consent Agenda and addressed separately.

<sup>3</sup> Councilmember Anderson left the Council Chambers during the discussion and vote on this item.

Transportation and the Transportation  
Improvement Board

Mayor Birney opened the Public Hearing.

No one was in attendance to speak during the public hearing.

The public hearing closed at this time.

MOTION: Councilmember Anderson moved to approve AM No. 23-094/Resolution No. 1574. The motion was seconded by Councilmember Stuart.

Following Councilmember discussion,

VOTE: The motion passed without objection.  
(5 - 0)

Staff Report:

- a. AM No. 23-095: Redmond Senior & Community Center Update

Loreen Hamilton, Parks and Recreation Director, introduced this item. Staff provided a presentation and responded to Councilmember inquiries.

Ombudsperson Reports:

Councilmember Stuart reported receiving resident contacts regarding: 172<sup>nd</sup> gate; maintenance of a building; modified exhaust noise from vehicles; and the 12-year MFTE pilot.

Police Chief Darrell Lowe spoke regarding enforcement of noise from vehicles.

Councilmember Anderson reported receiving resident contacts regarding: Fire District 34; Bloom Short Plat; excessive noise along Willows Road; sidewalk blockage from foliage; and a nuisance house.

Councilmember Fields reported receiving resident contacts regarding: Westside Park upgrades and issues with the layout.

Councilmember Kritzer reported receiving resident contacts regarding: illegal fireworks.

Committee Reports:

Councilmember Stuart provided a committee report:

- Committee of the Whole - Planning and Public Works

**UNFINISHED BUSINESS: NONE**

**NEW BUSINESS: NONE**

**EXECUTIVE SESSION: NONE**

**ADJOURNMENT**

There being no further business to come before the Council the regular meeting adjourned at 8:32 p.m.

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ANGELA BIRNEY, MAYOR

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CITY CLERK

*Minutes Approved: July 18, 2023*



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** SPC 23-053  
**Type:** Check Register

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Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond  
Payroll Check Approval Register  
Pay period: 6/1 - 6/30/2023  
Check Date: 6/30/2023

Check Total:	\$	-
Direct Deposit Total:	\$	6,760.77
Wires & Electronic Funds Transfers:	\$	2,538.92
Grand Total:	\$	9,299.69

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

All Checks numbered through ,  
Direct deposits numbered **150831** through **150838** , and  
Electronic Fund transfers **1595** through **1595**  
are approved for payment in the amount of **\$9,299.69**  
on this **18 day of July 2023**.

Note:

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City of Redmond  
Payroll Final Check List  
Pay period: 6/1 - 6/30/2023  
Check Date: 6/30/2023

Total Checks and Direct deposit:	\$	7,767.31
Wire Wilmington Trust RICS (MEBT):	\$	1,532.38
Grand Total:	\$	9,299.69

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

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

Human Resources Director, City of Redmond  
Redmond, Washington

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City of Redmond  
Payroll Check Approval Register  
Pay period: 6/16 - 6/30/2023  
Check Date: 7/10/2023

Check Total:	\$ 57,556.32
Direct Deposit Total:	\$ 2,540,499.50
Wires & Electronic Funds Transfers:	\$ 1,590,964.56
Grand Total:	<u>\$ 4,189,020.38</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 **187824** through **187842** ,  
Direct deposits numbered **150839** through **151619** , and  
Electronic Fund transfers **1596** through **1600**  
are approved for payment in the amount of **\$4,189,020.38**  
on this **18 day of July 2023**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 6/16 - 6/30/2023  
Check Date: 7/10/2023

Total Checks and Direct deposit:	\$ 3,714,313.88
Wire Wilmington Trust RICS (MEBT):	\$ 474,706.50
Grand Total:	<u>\$ 4,189,020.38</u>

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

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

Human Resources Director, City of Redmond  
Redmond, Washington

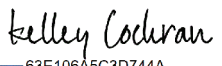
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I, Interim Finance Director, do hereby certify to the City Council, that the checks for the months of June and July 2023 are true and correct to the best of my knowledge.

DocuSigned by:  
  
63E106A5C3D744A...  
\_\_\_\_\_  
Kelley Cochran, Interim 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 1 through 13, and Wire Transfers are approved for payment in the amount of \$987,001.46. This 18<sup>th</sup> day of July 2023.

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## Memorandum

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-096  
**Type:** Consent Item

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

Parks	Loreen Hamilton	425-556-2336
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**DEPARTMENT STAFF:**

Parks	Dave Tucheck	Deputy Director
Public Works	Jon Spangler	City Engineer
Parks	Eric O'Neal	Contract Manager

**TITLE:**

Approval of the Sourcewell Cooperative Purchasing Contract for the Perrigo Park Field Lighting Energy Efficiency Conversion

**OVERVIEW STATEMENT:**

The original field lighting system at Perrigo Park is 20 years old and uses inefficient lighting technology to illuminate the sports field and surrounding areas. The LED replacement fixtures will reduce energy consumption by more than 50% and will decrease ongoing maintenance requirements. This will be the fourth energy efficient sports field light conversion project for the City of Redmond. The action to be requested will be to authorize the Mayor or Her Designee to Access a Sourcewell Cooperative Purchasing Contract for the Perrigo Park Field Lighting Energy Efficiency Conversion, in the Amount Not-to-Exceed Project Budget of \$951,567, Project No. 20022334.07.01.00

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**
  - CIP Portfolio Management
  - PARCC Plan
  - Environmental Sustainability Action Plan
- **Required:**

Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)



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

**OUTCOMES:**

This project will help move the City of Redmond closer to its carbon neutrality goals. The new LED fixtures require less ongoing maintenance and greatly reduce the amount of light spill into the night sky. Customers will experience more consistent illumination of the sports surface with the new lighting technology.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
9/1/23 through 10/31/23
- **Outreach Methods and Results:**
  - Direct contact with user groups regarding potential construction impacts.
  - Social media project updates to keep the community informed.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

Not-to-Exceed Project Budget of \$951,567

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

**Budget Offer Number:**

CIP - Project # 20022334.07.01.00

**Budget Priority:**

Healthy and Sustainable

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

***If yes, explain:***

N/A

**Funding source(s):**

CIP

**Budget/Funding Constraints:**

An executed contract by 8/27/23 will result in an estimated 3% in project savings. New cooperative purchasing rates will increase after this date. Construction is to occur in November and December of 2023.

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
6/27/2023	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:**

If delayed until later in the biennium this project will incur increased lighting equipment costs, increased energy costs and increased maintenance costs.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved the existing lighting system will be maintained at higher operating costs and will not move the City of Redmond closer to its carbon neutrality goals.

**ATTACHMENTS:**

Attachment A: Vicinity Map

## Perrigo Park Field Lighting Conversion





## Memorandum

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-097  
**Type:** Consent Item

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

Parks	Loreen Hamilton	425-556-2336
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**DEPARTMENT STAFF:**

Parks	Dave Tuckek	Deputy Director
Public Works	Chris Stenger	Deputy Director
Public Works	Ernest Fix	Operations Manager

**TITLE:**

Approval of Consultant Agreement with Urban Forestry Services - Bartlett Consulting, in the Amount Not to Exceed \$275,000, for the Tree Health Risk Assessment and Mitigation Plan

**OVERVIEW STATEMENT:**

As part of the approved 2023-24 Budget, staff is requesting council authorization of \$275,000 for Urban Forestry Services - Bartlett Consulting to lead the Tree Health Risk Assessment and Mitigation Plan project. Urban Forestry Services - Bartlett Consulting was selected after a competitive bid process.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
2023/24 City of Redmond Adopted Budget.
- **Required:**  
Council approval is required for contracts exceeding \$50,000.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

The consultant will conduct a health and risk assessment of trees located on City owned parcels and rights-of-way. Hazardous trees will be risk rated and mapped. A mitigation plan will be developed to reduce or eliminate the identified tree risk hazard.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Outreach will occur prior to initiation of tree inspection field work
- **Outreach Methods and Results:**  
City of Redmond website and social media
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
\$275,000

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

**Budget Offer Number:**  
0000146 - Service Enhancement

**Budget Priority:**  
Healthy and Sustainable

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

**If yes, explain:**  
N/A

**Funding source(s):**  
General Fund Surplus

**Budget/Funding Constraints:**  
N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
6/27/2023	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Approval of the consultant agreement will allow tree health and risk assessments to begin in August 2023, and the final mitigation plan to be completed by January 2024. Following the completion of the mitigation plan, a contractor will be hired in the spring of 2024 to complete the hazardous tree mitigation work.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the City Council chooses not to approve this consultant agreement, a health and risk assessment of trees located on City owned parcels and rights-of-ways will not occur.

**ATTACHMENTS:**

Attachment A: Consultant Services Agreement with Urban Forestry Services - Bartlett Consulting

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

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

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

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

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

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

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

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

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



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

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

5. Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY OF REDMOND:

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

\_\_\_\_\_  
Angela Birney, Mayor  
DATED: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, City of Redmond

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney



## BID RESPONSE

Responding To:

**Bid/Project Number: RFP 10780-23**

**Bid/Project Title: Tree Health Risk Assessment and Mitigation Plan**

**Closing Date: 05/01/2022, 2pm PST**

Submitted By:

Name of Company Submitting Response:

Urban Forestry Services | Bartlett Consulting


Printed Name of Person Submitting Response:

Paul Hans Thompson

Email:

pthompson@bartlett.com

Signature of Person Submitting Response:

DocuSigned by:  
  
3915F0688BE3490...

Date:

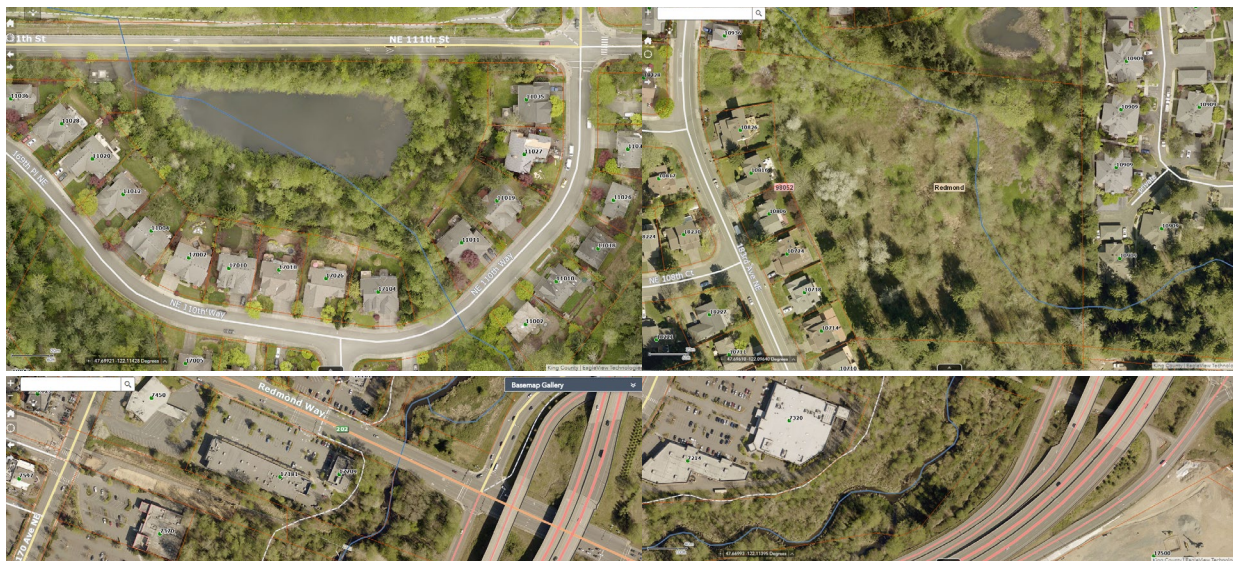
5/1/2023

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here



## PROPOSAL

### Tree Health Risk Assessment and Mitigation Plan

**RFP 10780-23**

Closing: 2 PM on May 1<sup>st</sup>, 2023

Submitted by:

**Urban Forestry Services | Bartlett Consulting**

15119 McLean Road  
Mount Vernon, WA 98273  
United States of America

Paul Hans Thompson  
Managing Consultant, Senior Consulting Arborist  
Phone: 1(360) 855 5072  
Email: [pthompson@bartlett.com](mailto:pthompson@bartlett.com)



**Urban Forestry Services**

**BARTLETT CONSULTING**

Divisions of The F.A. Bartlett Tree Expert Company

Urban Forestry Services | Bartlett Consulting • Divisions of The F.A. Bartlett Tree Expert Company  
15119 McLean Road, Mount Vernon, WA, 98273 • 360.399.1377 • [www.urbanforestryservices.com](http://www.urbanforestryservices.com)







## Urban Forestry Services

**BARTLETT CONSULTING**

Divisions of The F.A. Bartlett Tree Expert Company

# Proposal to Provide Tree Health Risk Assessment and Mitigation Plan; RFP 10780-23

Date: 4/28/2022

Prepared For: City of Redmond, Washington  
Purchasing Division, M/S:3NFN  
15670 NE 85<sup>th</sup> Street  
Redmond, Washington, 98073-9710

Project Details: **ISA Level 1 Limited Visual Tree Risk Assessment and ISA Level 2 Basic Assessment, and Mitigation Plan**  
City of Redmond, Washington

Prepared By: Miles Becker, Project Manager and  
Paul Hans Thompson, Managing Consultant

### Notice to Client

Urban Forestry Services | Bartlett Consulting are Divisions of the F.A. Bartlett Tree Expert Company (Bartlett Tree Experts) and prepared this proposal at the owner/client's direction to assist with making tree/shrub management decisions. In addition to the recommended scope of work below, we advise the owner/client to have a qualified arborist inspect the property periodically to assist in identifying potential risks or hazardous conditions related to the trees/shrubs on the property. Doing so will allow the owner/client to make informed decisions about the tree/shrub conditions and the prioritization of future work.

### Summary and Project Understanding

Urban Forestry Services | Bartlett Consulting (UFS|BC) proposes to assess the health and risk of trees in parcels owned by the City of Redmond and the public right-of-way. Understanding that every City-owned tree may not be included in this assessment, priority will be given to higher-use areas within striking range of established trees. For example, collector or arterial roads and frequently visited parks. Priority areas will be determined in cooperation with City staff prior to the start of tree assessments.

A walk-through ISA Level 1 Limited Visual Assessment will first assess trees in subject areas. Only trees with a trunk diameter greater than 12 inches DBH and within striking range (1.5 times tree height) of a target will be considered. Trees observed in the Level 1 assessment that have a probable or imminent likelihood of failure and a medium or high likelihood of impacting a target with significant or severe consequences will be moved up to a Level 2 Basic Risk Assessment. All Level 2 assessment trees will be tagged, and their location mapped in mobile GIS software, such as ESRI Field Maps.

Field assessments will be used to recommend actions that the City can implement to mitigate risk. Recommendations for Level 1 assessed trees will apply to the group or stand of trees. Individual recommendations will be made for each Level 2 assessed tree. Groups of Level 1 trees and each Level 2 tree will be mapped in ESRI ArcGIS Pro. Spatial data will be delivered to the City in a geodatabase, along with a Microsoft Excel spreadsheet and a Tree Health Risk Assessment and Mitigation Report. The deliverables will be submitted within four months of an executed contract.

All the tree assessments will be completed by our local team of five full-time ISA Certified Arborists who have successfully completed their TRAQ. They currently work exclusively throughout the Puget Sound region with experience serving municipal, commercial, and residential clients. Past projects include street tree inventories and assessments in Redmond, Kirkland, Bellevue, and surrounding cities that share similar urban forest composition and risk management challenges. Our main office at 15119 McLean Road in Mount Vernon, Washington is supported by two administrative staff. We can be reached at 1(360) 399 1377.

### Scope of Work

Urban Forestry Services | Bartlett Consulting will conduct a Level 1 limited visual assessment\* of tree risk on the specified trees, as identified by the owner/client, to evaluate the potential risk associated with the tree part(s) assessed. This assessment will be advanced to a Level 2 basic assessment for trees assessed as having a probable or imminent likelihood of failure and with a target. This tree risk assessment will include a report summarizing the risk potential for the tree population, as well as a mitigation plan for the risks associated with the subject tree part(s), to assist the owner/client with the management of the trees.

The complete scope of the assignment is listed below:

1. Schedule a site visit by a qualified arborist within 14 days of a signed proposal/City Council Approval (if required) to inspect the following tree(s) [Scheduled August 1, 2023]:
  - 1.1 Trees with a trunk diameter (measured at 54 inches) greater than 12 inches, and that are located on the City of Redmond property, to be identified by the City of Redmond following the award of the contract for RFP 10780-23, Tree Health Risk Assessment and Mitigation Plan [Scheduled August 1, 2023].
2. Perform a walk-by/walk-through Level 1 limited visual assessment\* of the trees from the appropriate and accessible area of the location(s) only to identify observable tree parts with a probable or imminent likelihood of failure and a moderate or high likelihood of impact to any potential persons, property, or activities if the tree part failed.
3. Perform a 360° ground-based Level 2 basic assessment\* of tree risk on trees identified in the Level 1 limited visual assessment to have observable tree parts with a probable or imminent likelihood of failure and a moderate or high likelihood of impact to any potential persons, property, or activities if the tree part failed. During the Level 2 basic assessment for the identified trees, the consequences of a failure and impact will be evaluated to determine the risk associated with a certain tree part. Level 2 basic assessment trees shall be tagged with a numerically stamped aluminum tag for field identification.

4. Provide a written report that will present the results of the inspection and assessment within 120 days of the award of the contract for RFP 10780-23, Tree Health Risk Assessment and Mitigation Plan (offer is valid for 60 days [*Valid Time Period.*]). [Scheduled August 1, 2023].

As per RFP 10780-23, the report will include:

- a. Title page
- b. Executive summary
- c. Table of contents
- d. Introduction
- e. Goals and Objectives
- f. Explanation of data collection and tree inspection methodology – to include (a) definition of tree risk classification system.
- g. Tree risk table identifying each tree having a “probable” or “imminent” likelihood of failure, genus/species/common name, DBH, overall risk rating, (*the*) primary target, defect, or observations, (*and*) mitigation procedure recommendations. Table data will be created in an Excel spreadsheet.
- h. An ArcGIS map (*sic.*) identified high-risk trees having (a) “probable” or “imminent” likelihood of failure.
- i. Conclusion/recommendations
- j. Appendices
- k. Glossary

As per ANSI A300 Standards for Tree Risk Assessment the report will also include:

- a. Tree selection criteria and tree risk assessment methodology used.
- b. Tree description including location, species, and size.
- c. Conditions of concern/defects detected from the defined perspective.
- d. Specific risk targets considered.
- e. Likelihood of failure, the likelihood of impact, consequences of failure, and tree part risk.
- f. Risk mitigation options such as but not limited to: pruning, removal, or structural support installation
- g. Recommendations for Level 3 advanced assessments (if warranted).
- h. Definitions of unique terms used in tree risk assessment.
- i. Recommended inspection interval

\* As defined in the *International Society of Arboriculture (ISA) Best Management Practices for Tree Risk Assessment* and *ANSI A300 Tree Risk Assessment Standard*

### Tree Risk Assessment Methodology

Urban Forestry Services | Bartlett Consulting applies the methodology defined by the *International Society of Arboriculture* in its *Best Management Practices for Tree Risk Assessment* to identify tree risk ratings.

To begin the tree risk assessment process, the arborist will review the owner/client’s goals and objectives, request information about the activity around the tree or trees being assessed for risk and make a series of observations. The arborist will assess the condition of the tree or tree part(s), and through consultation with the client, identify any potential persons, property, or

activities that could be impacted if the tree or tree part(s) failed. Throughout the process, the arborist will assign a series of ratings to specific categories, including the likelihood of the tree or tree part failing within a three-year period, the likelihood of the failed part impacting a person, property, or activities, and the potential consequences that such an impact may have. This information helps determine a tree or tree part's "overall risk rating," as described in arboricultural industry standards.

One important factor that the arborist must consider is the potential injury to a person from a tree failure. To determine an appropriate level of tree or tree part risk, the arborist will consider one of the highest "occupancy rate" categories for any persons who are deemed to be potential targets of a tree or tree part failure of the tree being assessed, unless the owner/client states otherwise. Also, the highest "consequence" category is typically assigned whenever a person(s) may be injured from a tree failure. Doing so will potentially result in a higher risk rating of the assessed tree; however, we believe this to be a more prudent method to use when considering the possible injury, the impact of a failed tree or tree part can cause to a person.

If, during the field assessments, the arborist believes that a more involved assessment, such as a Level 3 advanced assessment is required, or if the owner/client requests additional assessments beyond the scope, a separate proposal for such additional work will be provided with a cost estimate and must be authorized by the owner/client in writing prior to such services being performed.

Once the field portion of the tree risk assessment is completed, the arborist will prepare a written executive summary report for the owner/client, which will provide information to help the owner/client make decisions regarding the management of the tree(s) being assessed.

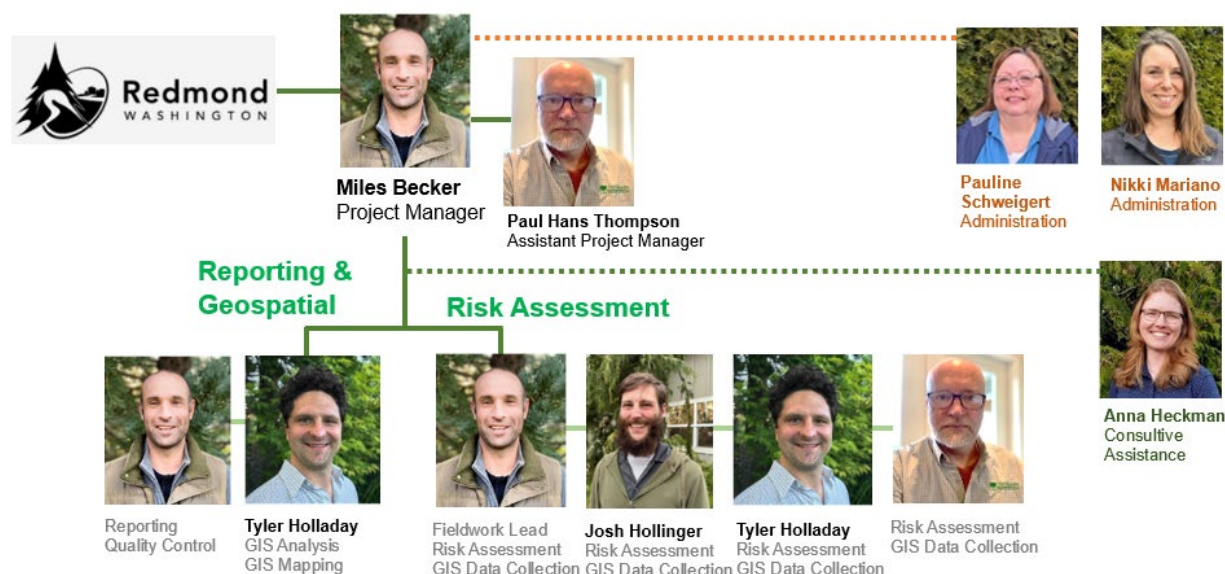
### Qualifications/Project Approach

Each consultant at Urban Forestry Services | Bartlett Consulting (UFSBC) is an ISA Certified Arborist with at least 5 years of experience conducting tree risk assessments. Their TRAQ training is current and frequently applied to projects in northwest Washington. Our consultants have received formal GIS training for collecting data efficiently in the field, analyzing spatial data in ESRI ArcGIS Pro software, and producing high-quality digital maps.

- The lead for this project will be Miles Becker. He will be responsible for tracking the budget, communicating with the City contact, coordinating field data collection, and preparing the final executive summary deliverables, including Excel reporting.
- The assistant project lead will be Paul Hans Thompson, Managing Consultant for the UFS|BC office.
- Paul and Miles, along with consultants Tyler Holladay and Josh Hollinger, will assess trees in the field.
- Tyler holds a GIS Certificate and will oversee the mapping and spatial analysis.
- Anna Heckman, Senior Consultant, will assist with the project as needed.
- Office administrators Nikki Mariano and Pauline Schweigert will handle contracts and invoices.

Resumes with the education, experience, and qualification of each consultant named above are in the attached *UFSBC Company Profile*. The organization of our office to complete this scope is illustrated in Chart 1 below:

## CHART 1. Organizational Chart of Firm.



## Experience and Capabilities

UFS|BC consultants routinely engage in risk assessments for homeowner associations, engineers and other professionals, and municipalities. The project most comparable in scale and scope was a risk assessment of trees along 24.5 miles of Sound Transit Extension Projects in Lynnwood, Federal Way, Bellevue, Redmond, Mercer Island, Seattle, and Kirkland. We also completed a tree inventory and assessment of SR 522 and NE 145<sup>th</sup> Street in Kenmore, Bothell, and Shoreline for Sound Transit's Bus Rapid Transit expansion project in 2021. Our most recent public tree project in Redmond was an assessment of trees impacted by infrastructure improvements on NE 40<sup>th</sup> Street and 156<sup>th</sup> Avenue NE, next to the Microsoft Campus.

In addition to these higher volume projects contracted through private companies, our consultants serve as on-call city arborists for eight cities in King, Skagit, and Snohomish Counties. We assess publicly owned trees in the ROW, native growth protection areas, undeveloped ROW, and city parks for risk to residents concerned about tree failure. City tree workers or private contractors hired by the City can follow the recommendations provided in our reports.

The adoption of mobile GIS software by our office will allow us to accurately locate and record data for assessed trees. Multiple consultants can simultaneously collect data with live updates to the cloud-based application. Data quality control and accuracy will be done by the office GIS specialist and project lead. Our software license for ArcGIS Pro will allow us to manage the data, conduct spatial analyses, and prepare a map layout for presentation in the final report.

## WORK SAMPLES: TWO EXAMPLE REPORTS ARE ATTACHED

## Proposed Fees/Cost (Bid Estimate)



We estimate that a budget of \$250,000 would give 1,215 hours to complete Level 1 assessments with up to 3,510 trees included in Level 2 assessments. The exact hours dedicated to Level 1 tree assessments will be determined based on the size of the assessment area, the density of trees in the area, and the condition of trees in the stand. The number of budgeted Level 2 assessments is listed in Table 3 of the Project Schedule section.

**Table 1.** Estimated project costs (As per RFP Response Requirements & Format)

Item For Bid	Estimated Cost Per Unit
Level 1 trees over 12" DBH	\$165 per hour for Level 1 visual inspection
Level 2 trees with a high-risk rating	\$11 per tree
Tree Health Risk Assessment and Mitigation Report	\$11,500 per report (as per the Scope of Work detailed above)
Additional Expenses:	\$11,160 lump sum additional expenses
Mileage	\$4,100
GIS Technical Solutions	\$2,960
Client and Community Meetings	\$2,900
Materials and Supplies	\$1,200

Urban Forestry Services | Bartlett Consulting will invoice the owner/client upon completion of the deliverables. Payment is due upon receipt of the invoice.

### Project Schedule

The priority areas to assess would be established during the contract process in May. Areas would be categorized into Priority 1 with 50% of the field time, Priority 2 with 30%, and Priority 3 with 20%. Assessments in the field would start at the end of June and continue through to the start of October. The proposed schedule for completion of tasks is listed below in Table 3.

**Table 2.** Timeline for *completing* Level 1 and Level 2 risk assessments (As per RFP Response Requirements & Format).

Item	Date Completed
(Start date August 1) Identify priority areas.	August 14
Geodatabase setup and design	August 21
Priority 1 Areas assessed: max. 1,755 Level 2 Trees	October 6
Priority 2 Areas assessed: max. 1,053 Level 2 Trees	November 3
Priority 3 Areas assessed:	November 17

max. 702 Level 2 Trees	
Data management and quality control	December 15
Geodatabase and data table	December 29
Tree Health Risk Assessment Report	January 15

## References

The following professional contacts can be used as references for the quality and integrity of our work:

Michael May  
HDR  
600 University Street, Suite 500  
Seattle, WA 98101  
michael.may@hdrinc.com  
(425)214-3828

Phil Bennett  
Stormwater and Urban Forestry Supervisor  
City of Snoqualmie  
38194 SE Mill Pond Road  
Snoqualmie, WA 98065  
pbennett@snoqualmiewa.gov  
(425)831-5784

Manuel Feliberti  
David Evans & Associates  
14432 SE Eastgate Way, Suite 400  
Bellevue, WA 98007  
Manuel.Feliberti@deainc.com  
(425)519-6580



## City of Redmond Business License

Business license receipt (proof of purchase.)



### STATE OF WASHINGTON BUSINESS LICENSING SERVICE

#### Thank you for filing online

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**Confirmation Number:** 0-033-103-904

**Filing Date and Time:** 04/28/2023 01:22:53 PM

**Payment Method:** Bank Account

#### Business Entity Information

Entity Type: Corporation  
Name of Entity: THE F.A. BARTLETT TREE EXPERT COMPANY  
Account ID: 602831916-001-0005  
Firm Name: URBAN FORESTRY SERVICES - BARTLETT CONSULTING

Endorsement(s) Applied For	Begin	End	Count	Fee
Redmond General Business - Non-Resident	04/28/2023	04/30/2024	1	\$0.00
Franklin County General Business - Non-Resident	04/28/2023	04/30/2024	1	\$75.00
				<hr/>
				<b>\$75.00</b>
Fee Type	Begin	End	Count	Fee
BLS Processing Fee	04/28/2023		1	\$0.00
Redmond Empl Fee	04/28/2023		1	\$132.00
				<hr/>
				<b>\$132.00</b>
<b>Grand Total:</b>				<b>\$207.00</b>

txL0004

**Conditions of Proposal**

This offer is valid for 60 days [*Valid Time Period.*] Unless accepted, our offer will be considered withdrawn after 60 days.

Before entering into this agreement, the owner/client must inform Bartlett Tree Experts of any additional requirements that may affect the work or proposal pricing (such as the owner/client's contractual terms, the owner/client's insurance requirements, or the owner/client's timing requirements of the work). Bartlett Tree Experts reserves the right to terminate the contract, without penalty, and submit a revised proposal and pricing if the owner/client presents additional requirements after they have accepted the original proposal.

Prior to conducting the Level 1 limited visual assessment, the owner/client must recognize that evaluating the potential for tree risk and failure is not an exact science. While many factors will be considered during such an assessment including the extent of any defects, the species of tree, the tree characteristics, and environmental conditions, the owner/client must understand that all trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. The purpose of this assessment is to help the owner/client understand which tree or trees appear to possess a higher degree of likelihood or potential for failure based on accepted industry practices; it is not meant to declare any tree to be "safe" or unlikely to be hazardous. As such, the owner/client should not infer that any tree not identified as having an imminent or probable likelihood of failure or not identified with a moderate, high, or extreme overall risk rating is "safe" or will not fail in any manner.

All recommendations made by Bartlett Tree Experts will be based on the defects which are present and detectable at the time of the assessment and the commonly accepted industry practices for reducing or minimizing the risks associated with the trees. Tree conditions, though, can change, and some hazards may not be present or detectable through the inspection process. As such, Bartlett Tree Experts can make no guarantees or warranties of any kind that all defects will be detected, nor can Bartlett Tree Experts accept any liability in any manner whatsoever for any damage caused by any tree on this property, whether the tree was assessed or not, or whether any recommendations to mitigate risk were followed or not.

In addition, to the fullest extent permitted by law, the owner/client agrees to indemnify and hold harmless Bartlett Tree Experts from any third-party lawsuits or claims based on the past, present, or future conditions of the owner/client's trees, or decisions made by the owner/client regarding the trees, or injuries or damages caused by any future tree or tree part failures, which are under the ownership and control of the owner/client, that Bartlett Tree Experts may suffer as the result of any negligent action, inaction, or decisions made by the owner/client regarding the trees.

The risk assessment information is to be considered valid as of the time and date of inspection.

Tree risk assessment definitions are provided with this proposal to assist the owner/client with understanding specific industry vocabulary.

**Notice of Right to Cancel**

You, the owner/client, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of the acceptance of this proposal. To cancel your acceptance of this proposal within this time, you may notify Urban Forestry Services | Bartlett Consulting, in writing of your intent to do so, referencing the work location and project.

**Need for Future Inspections**

It shall be the responsibility of the owner/client to ensure that a qualified arborist inspects all trees annually, or after any major weather event, to monitor the risk associated with the trees on the aforementioned property.

**Additional Terms**

**After reviewing the *additional information and terms and conditions* provided with this proposal, which becomes part of this agreement, please sign and return a copy.** In the event that the owner/client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. Should you have any questions or need further information, please contact me (Paul Hans Thompson, UFS|BC Managing Consultant and Assistant Project Manager) directly at (360) 855-5072.

**Offer**

Urban Forestry Services | Bartlett Consulting will perform the above-referenced service in a safe, professional manner, in accordance with all laws, rules, regulations, and industry standards governing tree care.

Urban Forestry Services | Bartlett Consulting



Representative Signature:

Date:

April 28, 2023

Printed Name:

PAUL HANS THOMPSON

**Authorization to Proceed**

I hereby authorize Urban Forestry Services | Bartlett Consulting to perform the above services. Unless otherwise agreed upon in writing by Urban Forestry Services | Bartlett Consulting, I agree to make a total payment of the estimated costs and all authorized additional costs upon completion of the work.

Owner/Client's Signature:

Date:

Printed Name:

### **Invoicing Details**

If the invoicing details are different from the 'Prepared For' provided on the first page of this proposal, please fill out the following invoicing details.

Required fields are indicated with an asterisk (\*).

**\*Contact Name** (Attention of):

**\*Telephone Number:**

**\*Billing Email:**

Email:

**\*Invoicing Address:**

## Tree Risk Assessment Vocabulary

Tree risk assessment has a unique set of terminology with specific meanings. A complete list of tree risk vocabulary and procedures may be found in the International Society of Arboriculture's (ISA) *Best Management Practice (BMP) for Tree Risk Assessment* or the American National Standards Institute (ANSI) *A300 Tree Risk Assessment Standard*. The following information is provided to assist the owner/client with understanding some of the common industry phrases or language, and some of the procedures and methodologies associated with the industry language used in the proposal and/or report.

### Vocabulary Used Throughout Proposals and Reports

**Inspection interval** is the recommended amount of time between inspections or assessments.

**Occupancy rates** categorize the estimated time a target is physically within a target zone. Occupancy rate is classified as rare, occasional, frequent, or constant.

**Overall risk rating** is the highest individual risk identified for the tree.

**Residual risk** is the estimated level of risk that will remain after the recommended mitigation efforts to reduce the risk have been made. This estimate is provided to help the client understand that some level of risk may still exist and plan appropriately for future risk management.

**Risk** is the likelihood of an event and its consequences.

**Risk rating** for a tree or tree part is the combination of the likelihood of failure, the likelihood of impact, and the consequences.

**Time frame** is the period the assessor uses in which to estimate the likelihood of failure in all categories except the "imminent" category. The use of a time frame is meant solely to help the assessor better determine the portions of the risk analysis which are time dependent. The owner/client should never consider the time frame a "guarantee period" for the risk assessment or that the tree will not fail or is safe within the stated time frame.

**Targets** are people, property, or activities that could be injured, damaged or disrupted by a tree or tree part failure.

**Target occupancy rates** are typically identified based on information obtained from the owner/client prior to conducting the assessment, as well as information gained during the limited time the assessor evaluates the tree and site. Targets, target zones, and occupancy rates may be adjusted based on observations during the assessment.

**Target zones** are the areas where a tree or tree part is likely to land if it were to fail. The target zone(s) is determined in the field at the time of the assessment.

**Trees** can generally be defined as a woody perennial plant with a single trunk, defined crown, and will reach a minimum height of 15 feet at maturity.

**Tree parts** include branches, fruit, and trunks.

**Tree risk** is the likelihood of a tree failure impacting a target and the severity of the consequences.

**Tree risk assessment** is the systematic process used to identify, analyze, and evaluate tree risk. Tree risk assessments are conducted to assist the tree owner or client in better understanding the risk their trees pose so they can make management decisions to reduce or minimize those risks. Tree risk assessments focus on evaluating the structural integrity of the tree crown, branches, trunks, and roots and root collar.

**Tree risk assessors** are trained arborists or qualified professionals with experience in performing tree risk assessments.

**Vocabulary Used to Communicate Occupancy Rates**

**Constant** indicates a target is present in the target zone at nearly all times, 24 hours a day, seven days a week.

**Frequent** indicates a target is present in the target zone for a large portion of the day or week.

**Occasional** indicates a target is present in the target zone infrequently or irregularly.

**Rare** indicates a target zone that is not commonly used by people or other mobile/movable targets.

**Vocabulary Used to Communicate the Likelihood of Failure**

**Imminent** indicates that failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load.

**Probable** indicates that failure may be expected under normal weather conditions within the specified time frame.

**Possible** indicates that failure could occur, but is unlikely under normal weather conditions within the specified time frame.

**Improbable** indicates that failure is not likely during normal weather conditions, and it may not fail in extreme weather conditions within the specified time frame.

**Vocabulary Used to Communicate the Likelihood of Impacting a Target**

**High** indicates that a failed tree or tree part will most likely impact a target.

**Medium** indicates the failed tree or tree part could impact the target but is not expected to do so.

**Low** indicates that the failed tree or tree part is not likely to impact a target.

**Very low** indicates that the likelihood of a failed tree or tree part impacting the specified target is remote.

**Vocabulary Used to Communicate the Likelihood of a Failure Impacting a Target**

**Very likely** to impact a target is reached by an imminent likelihood of failure and high likelihood of impact.

**Likely** to impact a target can be reached by an imminent likelihood of failure and medium likelihood of impact; or probable likelihood of failure and high likelihood of impact.

**Somewhat likely** to impact a target can be reached by one of the following combinations; an imminent likelihood of failure and low likelihood of impact; probable likelihood of failure and medium likelihood of impact; or possible likelihood of failure and high likelihood of impact.

**Unlikely** to impact a target can be reached by one of the following combinations; a possible or probable likelihood of failure and low likelihood of impact; possible likelihood of failure and medium likelihood of impact; improbable likelihood of failure with any likelihood of impact rating; or any likelihood of failure rating with very low likelihood of impact.

**Vocabulary Used to Communicate the Consequences of Failure and Impact**

**Severe** consequences could involve serious personal injury or death, high-value property damage, or major disruption to important activities.

**Significant** consequences are those that could involve substantial personal injury, property damage of moderate to high value, or considerable disruption of activities.

### Vocabulary Used to Communicate the Consequences of Failure and Impact

**Minor** consequences are those that are believed will only cause minor personal injury, low-to-moderate-value property damage, or small disruption of activities.

**Negligible** consequences are those that are believed will not result in personal injury, will only involve low-value property damage, or disruptions that can be replaced or repaired.

### Vocabulary Used to Communicate Overall Risk Ratings

**Extreme** risk applies in situations in which failure is imminent, there is a high likelihood of impacting the target, and the consequences of the failure are severe.

**High** risk situations are those for which consequences are significant and likelihood is very likely or likely; or consequences are severe and likelihood is likely.

**Moderate** risk situations are those for which consequences are minor and likelihood is very likely or likely; or likelihood is somewhat likely and consequences are significant or severe.

**Low** risk situations are those for which consequences are negligible and likelihood is unlikely; or consequences are minor and likelihood is somewhat likely.

## Explanation of Tree Risk Levels

The three levels of tree risk assessment defined in the *ANSI A300 Tree Risk Assessment Standard* are:

### I. Level 1: Limited Visual Assessment

This level of assessment provides a visual assessment from a defined perspective (e.g., from the sidewalk, street, or aerial view) of an individual tree or population of trees to assess risk to specified targets from obvious defects or specified conditions.

Level 1 assessments are typically performed to quickly assess large populations of trees or conduct a rapid assessment of an individual tree. The assessor views only one side of the tree while walking on a sidewalk, being unable to access a neighboring property, looking from a slow-moving car, or from above with a drone, helicopter, or airplane.

A Level 1 assessment requires the client to identify the location and/or selection criteria of trees to be assessed. The assessor may:

1. Determine the most efficient route and document the route taken.
2. Assess the tree(s) within the area from the defined perspective (e.g., walk-by or drive-by).
3. Record the location of trees that meet the defined criteria (e.g., significant defects or other conditions of concern).
4. Evaluate the risk (risk rating is optional).
5. Identify trees requiring a higher level of assessment (Level 2 or Level 3) and/or prompt action.
6. Submit risk mitigation recommendations and/or a report.

Limitations: Level 1 assessments are the least thorough means of assessment. They are typically from one perspective, such as a walk-by, a drive-by, or aerial view. This level of assessment is most commonly used to prioritize higher-risk trees within larger groups of trees when there are budgetary, time, or other management constraints. Some defects or conditions will not be visible to the inspector, nor will all conditions visible at all times of the year; therefore, not all higher-risk trees will be accurately identified. In addition, the assessment may not provide enough information to assign a risk rating, make a risk mitigation recommendation, or determine residual risk.

## II. Level 2: Basic Assessment

A Level 2 assessment is a detailed visual inspection of a tree and its surrounding site and a synthesis of the information collected. It requires a 360° ground-based inspection around a tree, including the site conditions, visible buttress roots, trunk, branches, and crown.

The Level 2 assessment may include using tools such as binoculars, mallet, or probe at the discretion of the assessor or at the request of the owner/client.

At this level, the assessor may:

1. Locate and identify the tree or trees to be assessed.
2. Determine the targets and target zone for the tree or tree part(s) of concern.
3. Review the site history and conditions, and species failure profile.
4. Assess potential load on the tree and its parts.
5. Assess general tree health.
6. Inspect the tree visually which may include the use of common tools such as binoculars, mallet, probes, and/or shovels, as specified in the Scope of Work.
7. Record observations of site conditions, defects, indicators of internal defects, and response growth.
8. If necessary, recommend a Level 3 advanced assessment.
9. Analyze data to determine the likelihood of failure, likelihood of impact, and consequences of failure to evaluate the degree of risk.
10. Develop mitigation options and estimate residual risk for each option.
11. Recommend a re-inspection interval.
12. Prepare and submit a report.

Limitations: Level 2 assessments only include conditions and defects that can be detected from a ground-based visual inspection on the day of the assessment. Below-ground, internal, or upper-crown conditions, decay, and defects may not be detected.

## III. Level 3: Advanced Assessment

A Level 3 assessment is performed to provide detailed information about specific tree parts, defects, targets, or site conditions. These are usually conducted in conjunction with or after a Level 2 assessment with owner/client approval. Specialized equipment, data collection and analysis, and/or expertise are usually required for Level 3 assessments.



At this level, the assessor may:

1. Locate and identify the tree or trees to be assessed.
2. Determine the targets and target zone for the tree or tree part(s) of concern.
3. Review the site history and conditions, and species failure profile.
4. Assess potential load on the tree and its parts.
5. Assess general tree health.
6. Inspect the tree and/or site using advanced techniques as specified in the Scope of Work.
7. Record results from advanced techniques.
8. Analyze data to determine the likelihood of failure, likelihood of impact, and consequences of failure to evaluate the degree of risk.
9. Develop mitigation options and estimate residual risk for each option.
10. Recommend a re-inspection interval.
11. Recommend other advanced assessments, if necessary.
12. Prepare and submit a report.

\*Items 1-5 may be included in the associated Level 2 assessment.

### Procedures and Methodologies Often Used For Level 3 Assessments

Level 3 procedures and methodologies, which are referred to as technologies, may include:

Procedure	Methodology
Aerial inspection and evaluation of structural defects in upper stems and branches	<ul style="list-style-type: none"> <li>• visual inspection from within the tree crown or from a lift</li> <li>• unmanned aerial vehicle (UAV) photographic inspection</li> <li>• decay testing of branches</li> </ul>
Detailed target analysis	<ul style="list-style-type: none"> <li>• property value of anything potentially impacted by tree failure</li> <li>• use and occupancy statistics</li> <li>• potential disruption of activities such as road blockage or an electrical outage</li> </ul>
Detailed site evaluation	<ul style="list-style-type: none"> <li>• history evaluation</li> <li>• soil profile inspection to determine root depth</li> <li>• soil mineral and structural testing</li> </ul>
Decay and wood analysis	<ul style="list-style-type: none"> <li>• increment boring</li> <li>• drilling with small-diameter bit</li> <li>• resistance-recording drilling</li> <li>• single path sonic (stress) wave</li> <li>• sonic tomography</li> <li>• electrical impedance tomography</li> <li>• radiation (radar, X-ray)</li> <li>• advanced analysis for pathogen identification</li> </ul>
Health evaluation	<ul style="list-style-type: none"> <li>• tree ring analysis (in temperate zone trees)</li> <li>• shoot length measurement</li> <li>• detailed health/vigor analysis</li> <li>• starch assessment</li> </ul>
Root inspection and evaluation	<ul style="list-style-type: none"> <li>• root and root collar excavation</li> <li>• root decay evaluation</li> <li>• ground-penetrating radar</li> </ul>
Storm/wind load analysis	<ul style="list-style-type: none"> <li>• detailed assessment of tree exposure and protection</li> <li>• computer-based estimations according to engineering models</li> <li>• wind reaction monitoring over a defined interval</li> </ul>

Procedure	Methodology
Measuring and assessing the change in trunk lean	<ul style="list-style-type: none"> <li>• visual documentation</li> <li>• digital level</li> </ul>
Load testing	<ul style="list-style-type: none"> <li>• hand pull</li> <li>• measured static pull</li> <li>• measured tree dynamics</li> </ul>

Limitations: Level 3 assessments that include specialized technologies may have uncertainty and require qualified estimations. Exact measures may not be feasible.

### Conclusion

Regardless of the level of assessment conducted, every assessment is limited to the trees identified in the scope of work, conditions detectable at the time of the assessment, the level of communication with the owner/client, and other conditions that affect the assessor's ability to collect information. Not all defects and conditions are detectable, and not all tree failures can be predictable. Trees are living organisms, and as such, every tree's structural conditions change over time.

## Terms for Commercial Consulting Services

The F.A. Bartlett Tree Expert Company (“**Bartlett Tree Experts**”) provides tree-care and related consulting services to commercial and government clients. The agreed upon “Work” has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of the Work, the Goals, the Specifications, the Schedule of the Work, and the Payment Terms. These terms combine with the approved Client Agreement and form the complete agreement between the parties.

### Article 1 TREE RISK

#### 1.1 Tree Risk

- (a) The Client acknowledges that having trees on one’s property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the Scope of Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the Scope of Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client’s property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client’s property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

### Article 2 THE WORK

#### 2.1 Ownership

The Client states that all trees and other vegetation within the Scope of Work are owned by the Client or that the Owner has authorized the Client to include them within the Scope of Work.

#### 2.2 Specified Trees or Work

The specific trees, shrubs, plant materials or work described in the Scope of Work or in the Agreement will be the only trees, shrubs, plant materials, or work included in the scope of the consultative services or Work performed by Bartlett for the Client.

#### 2.3 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers’ compensation laws.
- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site begins and ending when the performance on the site concludes.

#### 2.4 Compliance

Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute’s A-300 Standards for tree care.

#### 2.5 Access Over Roads, Driveways, and Walkways

The Client shall arrange for Bartlett Tree Experts’ representatives, vehicles, and equipment to have access during working hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during working hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.

## 2.6 Personnel

Bartlett Tree Experts will determine and provide the correct Bartlett personnel for completing the Work based scope of the project, the expertise needed, and the geographic location of the work, in order to meet the goals of the Client.

## 2.7 Accuracy of Information Provided By the Client or By Third Parties Acting on Behalf of the Client

- (a) The Client acknowledges that Bartlett Tree Experts cannot be held responsible for the accuracy of or content of information provided by the Client or third parties acting on behalf of the Client, including but not limited to; the legal description of the property, issues of title and/or ownership of the property, software programs, property and property line locations and/or boundaries, or other pieces of information provided which are integral to the final outcome of the consulting Work.
- (b) The Client agrees to correct any errors in any such inaccurate information that it or any third party acting on its behalf, provides Bartlett Tree Experts, once the inaccuracy is known, if such information will be necessary for Bartlett Tree Experts to base its final analysis, management plans, written reports, information or recommendations on for the finalization of the Work.

## 2.8 Information Provided By Reliable Sources

In certain circumstances, Bartlett Tree Experts may need to engage outside reliable sources to provide specialized information, cost estimates, or opinions. Bartlett Tree Experts will make every effort to engage reputable and reliable sources, and will communicate the use of these sources to the Client if such sources are used to help determine an integral part of the Work.

## 2.9 Tree Locations, Maps, Sketches, and Diagrams

The Client acknowledges that Bartlett Tree Experts may use several means and methods to provide tree locations on maps, sketches, or drawings, and that the use of tree locations on maps, sketches, diagrams, and/or in pictures are intended to aid the Client in understanding the deliverables provided, and may not be to scale and should not be considered precise locations, engineering surveys, or architectural drawings.

## 2.10 Global Positioning Systems

The Client acknowledges that all global positioning system (GPS) devices used to locate trees, shrubs, and plant material, have some accuracy limitations, and regardless of the methodologies or software programs used to enhance the accuracy of the locations, there will always be some level of meter or sub meter locational discrepancies within any deliverable product.

## 2.11 Advice, Opinions, Conclusions, and Recommendations

- (a) The Client Acknowledges that all advice, opinions, conclusions, and recommendations provided represent the professional objective opinion(s) of Bartlett Tree Experts; which are in no way predetermined, or biased toward any particular outcome.
- (b) The Client acknowledges that all advice, opinions, conclusions, and recommendations provided verbally or in written format such as email, management plans, or reports will be based on the present status of the tree(s), property(s), environmental conditions, and industry standards. Any advice, opinions, conclusions, and recommendations provided do not take into account any future changes in environmental conditions or changes to current industry standards which are unknown and unforeseen at the time the Work is performed.

## 2.12 Tree Risk Assessments and Inventories

- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a Level 1 Limited Visual, Level 2 Basic, or Level 3 Advanced assessment of tree risk for any tree or group of trees for the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory.
- (b) The Client acknowledges that any recommendations made to mitigate risk factors will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation or remove the risk factors rests solely with the Client.
- (c) The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree not identified as having an

imminent or probable likelihood of failure, or not identified with a moderate, high, or extreme risk rating, or not having a condition rating of poor or dead is “safe” or will not fail in any manner.

- (d) The Client understands that it is the Client’s responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

### 2.13 Tree or Plant Value Appraisals

- (a) The Client acknowledges that tree appraisal is not an exact science. If the Client Agreement is for Bartlett Tree Experts to provide the Client with an appraisal estimate of cost or value, or estimated tree asset value, for specified trees or plant materials, the Client understands that those estimates will be based on a combination of visible conditions at the time of appraisal, information or pictures provided by the Client, local knowledge, information and/or cost estimates provided by local nurseries or plant wholesalers, information and/or costs provided by tree care or landscape installation and maintenance companies, industry best practices, and/or asset value software.
- (b) The Client understands that while any such appraisal will be based on one or several accepted industry methods of appraising plant material values, the appraised values provided may or may not be accepted as the final value by third parties, or decision makers in disputes over plant values, such as courts, arbitrators, insurers, or mediation efforts.

### 2.14 Local and Tree-Related Permits

Unless the Client Agreement states differently, the Client is responsible for obtaining and paying for all required local or tree related permits required. If the Work stated in the Client Agreement involves Bartlett Tree Experts submitting for, or assisting the Client in submitting for, any kind of local or tree-related permit, the Client understands that Bartlett Tree Experts cannot guarantee the successful outcome. If Bartlett Tree Experts submits a local or tree permit application on behalf of the Client, the Client must provide all necessary information for Bartlett to make such a submittal, and the Client will be responsible for paying for, or reimbursing Bartlett Tree Experts for, all fees and expenses related to the application process, regardless of the outcome.

### 2.15 Expert Witness and Testimony

The Client acknowledges that unless the Scope of Work in Client Agreement is specifically to perform Expert Witness services and testimony for the Client, then nothing in the Client Agreement will obligate Bartlett Tree Experts to perform Expert Witness services or provide expert testimony for or on behalf of the Client.

### 2.16 Environmental Benefits Assessments

- (a) The Client understands that Bartlett Tree Experts may use one or more software, or other programs, developed by other companies or government agencies, which are designed to help provide estimates on the environmental benefits of trees, shrubs, or other plant materials if the Work involves providing an environmental benefit assessment for the Client.
- (b) The Client acknowledges that while Bartlett Tree Experts will be responsible for the correct collection and input of data into any such software or other program used to help estimate environmental benefits of trees, shrubs, and other plant materials, the determinations of the data made by any such program may vary based on the method, software, type, year, or version used at any given time. The Client understands that any such method, software, type, year, or version used is meant to provide a sound, scientific method to help the Client understand the environmental benefits of the collected data.

### 2.17 Tree and Property Hazards and Safety Issues

The Client understands that in no way does Bartlett Tree Experts imply, nor should the Client infer that Bartlett Tree Experts assumes the responsibility for inspecting, identifying, and correcting tree or property hazards or safety issues on or near the Client’s property, or conducting tree risk assessments, for which the Client Agreement does not specify, during the course of any of its ongoing consultative or other activities related to this Agreement.

### 2.18 Remote Sensing and Tree Canopy Assessments

- (a) If the Work requires Bartlett Tree Experts to evaluate aerial imagery to classify land cover classes, classify random points, or create or manipulate shapefile boundaries, the Client understands that certain factors can prohibit the accuracy of the final Work product, such as; the availability of imagery, files, and shapefiles for the property or site from reliable sources, the accuracy and quality of imagery, files, or shapefiles obtained

from reliable sources or provided by the Client, the date of when the imagery, files, or shapefiles were taken or created, and the ability for a person to visually discern the difference between the pixels of aerial imagery.

- (b) If such factors inhibit the accuracy of the Work, Bartlett Tree Experts may choose to conduct visual assessments, or use other means, to verify or classify points or imagery into the required specifications. If such alternate methods are used, Bartlett Tree Experts will communicate the use of such methods to the Client in the final work product. If it is not possible or feasible to use alternative methods, then the Client acknowledges that the final work product may have some gaps in accuracy.

## 2.19 Use of Drones and Drone-Related Equipment

- (a) If the Work specifies the use of Drones or Drone-related equipment to help collect information, the Client acknowledges that in some cases the use of Drones and Drone-related equipment can provide detailed information, imagery, views, and pictures of a tree(s) or property(s); however, in some cases, not all aspects of a tree(s) or property(s) can be seen or accessed by a Drone. The Client understands that this technology can be limited and should not be used by the Client as the sole decision-making criteria, but rather one of many factors used by the Client in the decision-making process.
- (b) The Client agrees that other methods of obtaining the required information must be included in the Client Agreement, and may be required to be utilized, in addition to or separate from the use of Drones or Drone related equipment in the event that the limitations are too severe to perform the required Work.

## 2.20 Decay and Wood Analysis Devices

- (a) The Client acknowledges that all decay and wood analysis devices have limitations, and the use of any such device should be used to supplement information regarding the decay or structural deficiencies within a tree(s), and not as the sole source of information.
- (b) If the Work requires the use of a decay or wood analysis device, unless the Client Agreement specifies the type of device, Bartlett Tree Experts will decide the most appropriate type of decay and/or wood analysis device to use based on the conditions present and the information needed to supplement and complete the Work.
- (c) The Client acknowledges and understands that the presence of decay or other structural weaknesses, such as air pockets, voids, cracks, burned wood, or other structural deficiencies, will more than likely lead the inspecting arborist to the same result with respect to the determination made on the overall structural integrity of the tree in question based on results from the decay and/or wood analysis device used, so the presence of any of these items in sufficient quantities will preclude the need to verify the presence of another, and in many cases it may not even be necessary for the type of device used to distinguish between the specific types of structural issues for the arborist to make a determination given all other objective evidence.

## 2.21 Diagnostic Services

Bartlett Tree Experts may offer diagnostic services as a means of attempting to isolate certain plant pest or soil problems for the Client, and determining the most logical possibility as to the cause of the condition of the trees, shrubs, or plants in question. The Client understands that in some cases government quarantines may prohibit samples from being sent to a diagnostic clinic, and in some cases, determinations on samples may be inconclusive.

## 2.22 Tree Preservation, Tree Protection, and Construction and Site Monitoring

- (a) If the Work includes Bartlett Tree Experts conducting or providing tree preservation or tree protection evaluations, tree impact evaluations, recommendations, specifications, and/or documents required by the governing agency, the Client understands that Bartlett Tree Experts will review the project, materials or plans that are provided by the Client, combined with industry best practices and current tree conditions, to arrive at the recommendations and specifications. The Client also understands that trees are living organisms and that even following all industry best practices and specifications cannot guarantee that a tree will survive construction impacts, which may include but are not limited to soil compaction, root damage, inadequate soil moisture, and decrease in tree stability.
- (b) If the Work includes Bartlett Tree Experts conducting or providing tree monitoring during project construction, the Client understands that Bartlett Tree Experts will review the project, materials, or plans that are provided by the Client and/or described by the Client representative at the site, and provide recommendations to the Client to assist with tree preservation or protection, but that the Client will be responsible for ensuring the implementation of such recommendations by the Client or any third parties.



### 2.23 Irrigation and Recycled Water Assessments

If the Work requires Bartlett Tree Experts to provide irrigation or recycled water assessments as a means of aiding the Client with their tree care needs, the assessments will be provided using the best known site conditions, the best available water quality information, or the best available water quality test results provided to Bartlett Tree Experts; however, the Client acknowledges that Bartlett Tree Experts cannot provide information on water source, delivery systems, water chemistry, water quality testing methodology, or distribution systems.

### 2.24 Bird, Water Fowl, and Wildlife Habitat Assessments

If the Work requires Bartlett Tree Experts to provide bird, water fowl, and wildlife habitat assessments or identifications as a means of aiding the Client with their tree care needs and wildlife considerations, the assessments will be based on known site conditions and available industry bird, waterfowl, and wildlife management information.

### 2.25 Endangered or Protected Species and Habitats

- (a) If the Work is for Bartlett Tree Experts to identify trees or plant materials that may be endangered or protected species, or to identify trees or plant materials that may be primary or secondary habitat for endangered or protected species, or to provide any analysis for a project that may affect any endangered species or protected species or its habitat, then Bartlett Tree Experts will base all reports and information on the existence of any known endangered or protected species and known habitats using government approved endangered or protected species or habitat information.
- (b) The Client acknowledges that Bartlett Tree Experts cannot be responsible for identifying unknown endangered species or habitats.

### 2.26 Wetland and Riparian Habitat Mapping

The Client understands that if the Work involves wetland or riparian habitat mapping, such maps will require the Client to provide the tree or plant species considered to be the primary or secondary habitat for the specific species of animal in question, and such maps will be limited to the species information provided as it overlays within the known designated wetland areas.

### 2.27 Representation Services

If the Work involves a member of Bartlett Tree Experts acting as a representative for, or decision-maker for, the Client, including but not limited to activities such as reviewing, approving or declining tree-related permits, plants, designs, or selections submitted by third parties, then the Client agrees to be the final decision-maker in the event of a third party appeal of an adverse decision or recommendation made by Bartlett Tree Experts with respect to granting or denying a tree related permit, plant, design, or selection submitted by a third party. The Client also agrees to defend Bartlett Tree Experts against any claims made by third parties regarding such decisions or recommendations, and represent the decisions and recommendations of Bartlett Tree Experts, as if such decisions or recommendations were made by the Client.

### 2.28 Integrated Pest Management

- (a) If the Work includes consultation for integrated pest management services, the Client understands that the final product may involve recommendations for plant health care treatments that will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In creating these recommendations, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that such recommendations may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.
- (c) The Client understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a

season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.

- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

## 2.29 Plant Species Selection

If the Work involves Bartlett Tree Experts providing advice and guidance on plant species selection to aid the Client with their landscape site needs, Bartlett Tree Experts will provide the advice and guidance based on the known site conditions, the available plant species locally at the time, and the plant species characteristics. The Client will be responsible for the planting and maintenance, and ensuring the survival of such plant selections in the landscape.

## 2.30 Trees and Subsidence Assessments

- (a) If the Work involves Bartlett Tree Experts providing an assessment of relationship between certain trees or tree parts and the subsidence or movement of a building or structure, the Client understands that certain inferences and assumptions will be made given the location, visibility, soil and drainage conditions, size, species, and condition of the tree or trees, and other factors, in order to perform the Work in the least intrusive manner possible.
- (b) Bartlett Tree Experts recommends that the Client reviews any tree related report recommendations, prior to having the work completed, with their structural engineer or other qualified building contractor to help the client determine any potential adverse impact to the buildings or structures.

## 2.31 Investigation of Covenants, Easements, Constraints, or Restrictions

The Client is responsible for investigating and identifying to Bartlett Tree Experts any covenants, easements, constraints, or other restrictions to the title or deed on the property that may adversely impact Bartlett Tree Experts' ability to perform the Work.

## 2.32 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett Tree Experts for all the items of the Work that have been completed and all reasonable costs Bartlett Tree Experts has incurred in preparing to perform the remainder of the Work.

## 2.33 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work, unless specific payment terms have been agreed upon by the parties. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett Tree Experts for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

## Article 3

### TREE CONDITIONS

#### 3.1 Cables, Braces and Tree-Support Systems

- (a) The Client acknowledges that cables, braces or tree-support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.
- (b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

#### 3.2 Lightning Protection Systems

- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the



tree from a lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.

- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

### 3.3 Recreational Features

- (a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.
- (b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

### 3.4 Root Pruning

In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the Scope of Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.

### 3.5 Stumps, Stump Grinding, Tree Grates

The Client acknowledges that if any recommendations call for the removal of certain trees, that the remaining stumps may present tripping hazards, and that it is the Client's responsibility to remove any such tripping hazard, whether such hazard is created by the stump, the grindings if the stump is ground down, or any tree grates that exist.

### 3.6 Client Trees in Hazardous Condition

If the Client Agreement specifies that one or more trees within the Scope of Work are in hazardous condition, have an extreme, high or moderate risk rating, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.

### 3.7 Trees in Poor Health or a Severe State of Decline

The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.

### 3.8 Trees Planted and Maintained by Other Contractors

The Client acknowledges that if trees within the Scope of Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the Scope of Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.

### 3.9 Trees with Cones and Large Seed Pods

The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the

hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.

### 3.10 Fire Damage

- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make pre-existing defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.

## Article 4 DISPUTE RESOLUTION

### 4.1 Arbitration

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

### 4.2 Third Party Liability

The Client acknowledges that the use of any management plans created, reports written, recommendations, maps, sketches, and conclusions made are for the Client's use and are not intended to benefit or cause damage to any third party. Bartlett Tree Experts accepts no responsibility for any damages or losses suffered by any third party or by the Client as a result of decisions made or actions based upon the use of reliance of the management plans created, reports written, recommendations, maps, sketches, and conclusions made by any third party.

### 4.3 Limitation of Liability

The maximum liability of Bartlett Tree Experts for any losses incurred by the Client arising out of the Client Agreement or Bartlett Tree Experts' performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett Tree Experts.

## Article 5 MISCELLANEOUS

### 5.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the Client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all decisions related to the safety of each respective tree, shrub, and turf area.
- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the Client's property. It is the responsibility of the Client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

### 5.2 Severability

If any portion of this Client Agreement is found to be unenforceable, then only that portion will be stricken from the Client Agreement, and the remainder of the Client Agreement will remain enforceable.

### 5.3 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the Scope of Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred Dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

### 5.4 Use of Information

The Client acknowledges that the information provided within the Client Agreement and any deliverables provided is solely for the use of the Client for the intended purpose of helping the Client understand and manage their tree care needs. All deliverables must be used as a whole, and not separated or used separately for other purposes.

### 5.5 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

### 5.6 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

### 5.7 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other Client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

### 5.8 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.





# Urban Forestry Services

## BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company

## What We Do

We offer professional horticultural consulting on trees and woody vegetation growing in urban areas. Since 1990, originally as Urban Forestry Services, Inc., our arboricultural services have included risk assessment, inventories, appraisals, enhancement, and management recommendations for all types of urban environments. This includes street trees, park trees, private trees, or native second-growth forests that are valued for a wide range of benefits. We specialize in tree protection during development, proper soil preparation, and species selection for street tree installation. We also provide management plans for slopes and native restoration plans for disturbed environments. Urban Forestry Services | Bartlett Consulting provides a full range of urban horticultural services for the benefit of vegetation where we live, work, and play.

Our services concentrate on the specific cultural requirements for growing trees and woody plants. This includes the appropriate plant for each location, proper soils and adequate volume, maintenance, and the preservation of mature trees planted long ago.

Through our International Society of Arboriculture, American Society of Consulting Arborists, and Tree Risk Assessment Certifications, as well as other sources of expertise, we continually review information and train to offer the most practical and effective solutions to horticultural challenges.

We also appraise plants for their landscape value in cases of litigation or damage estimates. Trees in our cities have changed from being considered nice to have, to necessary for where we live, work, and play. As we work to preserve our environment, we realize there is no more critical habitat than the human habitat.

We welcome the opportunity to help meet your urban forestry needs.

Paul Hans Thompson

Urban Forestry Services | Bartlett Consulting  
Managing Consultant  
ASCA Registered Consulting Arborist® RCA No.509  
ISA Certified Arborist® No.PN-1838A  
ISA Tree Risk Assessor Qualified

## Services Offered

- **SITE ANALYSIS FOR TREE RETENTION DURING DEVELOPMENT** - Inspect native forests and established landscapes with mature trees for site development to provide tree and vegetation protection specifications, enhancement techniques, and on-site construction monitoring for contract compliance. Our goal is to keep trees alive after the contractor leaves.
- **TREE RISK ASSESSMENT / TREE PRESERVATION** - Inspecting mature native and ornamental trees on managed landscapes for hazard condition/preservation and maintenance specifications. Provide a balance of safety and aesthetics for the long term.
- **URBAN FORESTRY MANAGEMENT AND STRATEGY PLANS** - Analyzing your community forest and management resources to develop a plan for quality vegetation planting, management, and care. Put your money towards action, not more paper.
- **PACIFIC NORTHWEST FOREST GREENBELT MANAGEMENT/NATIVE RESTORATION/MITIGATION** - Evaluating greenspaces for hazards, health, diversity, aesthetics, and enhancement/management. Protecting our "Sense of Place".
- **MAINTAINED PARK AND STREET TREE INVENTORIES** - Inspecting and documenting tree populations for their conditions, follow-up replacement, maintenance, and planting specifications. Sustaining trees for safety, health, and functional benefits.
- **STREET TREE AND LANDSCAPE SPECIFICATIONS, EVALUATION, AND INSTALLATION MONITORING** - Pre- and post-landscape installation evaluation for quality, vigor, handling, and planting specification compliance. Plants should be installed right the first time.
- **APPRAISALS AND RESEARCH** - Comprehensive documentation and reports for estimating vegetation value for insurance, expert witness testimony, and depositions. Providing reasonable monetary value to long-established plants too large to replace.
- **PLANT SPECIES SELECTION AND PROCUREMENT** - Recommending, locating, and selecting the right tree, and complementary vegetation, for the right place. There are long-term advantages to installing plants that meet professional specifications.

Urban Forestry Services | Bartlett Consulting

15119 McLean Road | Mount Vernon, WA 98273

360.399.1377 | [www.urbanforestryservices.com](http://www.urbanforestryservices.com)

Planning, Managing & Restoring Urban Greenspaces



# Urban Forestry Services

## BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company



### Education:

MSc Forestry, College of Forest and Woodland Management, University of Central Lancashire, UK 1998

### Professional Registrations:

ISA Certified Arborist PN-1838A, International Society of Arboriculture, since 2000

ISA Tree Risk Assessment Qualified, International Society of Arboriculture, since 2009

Registered Consulting Arborist, American Society of Consulting Arborists, RCA 509, since 2011

PA1 & PA6A Pesticide License, National Proficiency Tests Council, National Agricultural Centre, Warwickshire, UK, since 1996

Quantified Tree Risk Assessment (QTRA)

## Paul Hans Thompson, Managing Consultant

Paul has been engaged in urban forest management and arboriculture for most of his professional career. At Urban Forestry Services | Bartlett Consulting, he has worked on appraisals for litigation, tree risk assessments, veteran tree management, tree inventories, tree preservation during construction and monitoring, urban forest, and tree management plans. These services and others have been provided for non-profit organizations, public housing and schools, transit and utility projects, and commercial and private clients.

## Project Experience

### Urban Forestry Services | Bartlett Consulting (2011-Current)

- **Sound Transit Tree Inventory and Assessment for 8.5-mile Lynnwood Link and 8-mile Federal Way link.** Lead for field work, data entry and analysis of over 8,000 and 11,000 trees respectively.
- **Low Impact Development (LID), Washington State University:** Providing training in tree retention during development since 2010, Contributor to the latest manual for LID published by WSU.
- **City of Mount Vernon, Street Tree Inventory:** Tree inventory, infrastructure issues, risk assessment, and maintenance requirements.
- **San Juan Preservation Trust:** Appraisal following trespass and tree removal on two of the trust's sites.
- **San Juan County Parks and Recreation:** Tree risk assessment and veteran tree management plan for a new park on Lopez Island.
- **Whatcom Land Trust:** Appraisal following timber trespass.
- **Western Washington University:** Working on three separate projects involving the replacement of utilities within the campus, includes tree inventory, tree risk assessment, and providing tree protection guidelines.
- trees are protected throughout the redevelopment process.
- **Skagit Valley Community College:** Tree assessment and tree protection assessment, construction monitoring for tree protection, assessing trees and shrubs for transplant suitability.
- **Green River Community College:** Tree protection monitoring assessment.
- **City of Newcastle:** Replant monitoring, tree risk assessment, and review of arboricultural reports for city departments.
- **Sound Transit:** Tree Inventory, Evaluation, Appraisal for STN-PCR 081 Northgate, and Task #1460 for Northgate, PCR 061 Northgate, and South 200th Link extension at SeaTac airport and others.
- **King County Housing Authority:** Tree inventories, tree preservation during construction, monitoring, for five redevelopment projects.
- **Seattle Public Utilities CSO Reduction Projects:** Tree Inventory, Evaluation, Appraisal for Genesee, Seward Park, and Henderson sites.
- **Lake Washington School District:** Tree inventories, tree risk assessment, providing tree protection guidelines, monitoring tree protection during construction, and reporting for four school redevelopment projects.

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# Urban Forestry Services

## BARTLETT CONSULTING

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### Education:

MS, Forest Resources, University of Washington, 2007

BS, Biology (Ecology, Evolution, Conservation) University of Washington, 1999

### Professional Certifications:

ISA Certified Arborist® #PN-6153BM, 2006

Board Certified Master Arborist®, 2015

Certified Municipal Specialist®, 2022

Tree Risk Assessment Qualified, 2007

ASCA Tree and Plant Appraisal Qualified, 2019

ASCA Consulting Academy Graduate, 2019

WSNLA ecoPRO Sustainable Landscape Professional #1006, 2013

Washington State Licensed Public Pesticide Applicator and Public Consultant, 2007-2018

## Anna Marie Heckman, Senior Consultant

Anna's municipal experience brings an understanding of the policy, funding, organizational, partnership and community engagement requirements necessary to build and maintain urban forestry programs. She is an ecologist by training with a passion for trees and enjoys developing unique solutions to balance green and grey infrastructure challenges and teaching arboriculture to "anyone". Anna assists developers, planners and public works managers with tree retention and sustainable landscape development reviews, ordinance and code updates, management planning and staff training. She creates tree and vegetation mitigation plans for critical areas, conducts tree risk assessments, landscape appraisals, and provides expert witness testimony.

## Project Experience

### Urban Forestry Services | Bartlett Consulting, (2006-2008, 2018-Current)

- **On Call Urban Forester, City of Duvall, North Bend, and Snoqualmie**
- **Seattle City Light:** Newhalem and Diablo landscape tree inventory and invasive species mapping. Seattle north substation and Service center landscape appraisals.
- **City of Stevenson:** Street tree inventory and 5-year Management Plan
- **Northgate Mall Development:** Tree inventory and assessment for construction **Aubrey**
- **Davis Park Master Plan:** Tree and soil assessment and management recommendations for HBB, WSDOT and the City of Mercer Island.

### City of Everett, Parks and Recreation, Urban Forester (2015-2018)

- **Urban Forestry Program Manager:** Built and managed team of 2 FT arborists, 4 rotating seasonal staff, 1 conservation corps team and the forestry volunteer program. Managed tree maintenance operations, and urban forest restoration program. Developed tree risk assessments, appraisals and protection plans for CIP and maintenance projects.
- **Completed Park Landscape Tree and Forest Edge Inventory and 5-year maintenance plan including:** pruning rotation, site prioritization and hazard tree assessment and storm response protocols.
- **Downtown Business District Street Tree Inventory and Management Plan King**

### County Road Maintenance Division, Vegetation Manager (2011-2015)

- **Roadside hazard tree risk assessment and management:** Tree inventory, risk assessments, and contract manager for county right of ways and properties.
- **Developed Right of Way Integrated Vegetation Management Plan:** Developed procedures for mapping, monitoring, and prioritizing action with a new digitized vegetation management program.
- **Developed Invasive Knotweed Best Management Practice for ROW. Snohomish**

### County Public Works, Plant Ecologist (2007-2011)

- **Riparian Projects:** Developed and managed vegetation planting, monitoring and maintenance plans for Stillaguamish Big Trees, North Meander, and other stream channel restoration projects.
- **Native Plant Nursery Production Manager:** 30,000 annual plant rotation
- **Tree Risk Assessment and Tree Protection plans for many county managed NGPAs.**

### University of Washington, College of Forest Resources, (1998-2006)

- **Teaching Assistant:** Restoration Ecology, Sustainable Horticulture, Tree ID
- **Research Technician:** Dendrochronology and Tree physiology labs, Air quality and Soil chemistry field and lab instrument technician.



# Urban Forestry Services

## BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company



### Education:

PhD, Ecology, University of Nevada-Reno, 2013

MS, Biology, Eastern Michigan University, 2006

BS, Natural Resources, Cornell University, 2000

### Professional Registrations:

ISA Certified Arborist® #PN-7808A - 2014

ISA Certified Tree Risk Assessment Qualified - 2016

Registered Consulting Arborist #798 - 2023

## Miles Becker, Consultant

Miles has studied urban ecology and the role of trees in supporting healthy communities, wildlife, and green infrastructure. His work for residential and commercial development includes risk assessment, tree protection, permitting, appraisals, and restoration plans. Formerly an educator, conservation board member, and tree worker, Miles encourages others to discover arboriculture and urban forestry in the Pacific Northwest.

## Project Experience

### Urban Forestry Services | Bartlett Consulting (2019 – Current)

- **BCRA Design – Lakewood:** invasive plant management protocol for Wards Lake Park natural area.
- **David Consulting Group - Langley:** inventory and preservation priority for right-of-way trees next to infrastructure improvements.
- **David Evans and Associates – Redmond:** construction monitoring and tree preservation for construction of a shared use path.
- **HBB Landscape Architecture – Woodinville:** retention potential for trees whose roots conflict with paved roadways.
- **Island County Public Works – Orcas Island:** risk to pedestrians and cyclists from right-of-way trees with cultural significance.
- **KPFF Consulting Engineers – Kenmore:** construction impacts on trees next to road improvements.
- **Murray Franklyn – Redmond:** tree inventory and protection plan for a subdivision and development.
- **On-call Municipal Arborist:** permit review, risk assessments, and code enforcement for City of Clyde Hill, Lake Forest Park, Mount Vernon, and Stanwood.
- **Seattle Chinatown International District Preservation and Development Authority:** Landmark tree protection at the historic Pacific Hospital campus in Beacon Hill.

### Skookum Tree Care, Lopez Island, Washington (2014 – 2019)

- **Consulting:** risk assessments on private and public lands.
- **Management:** owner and lead climber for tree crew.
- **Operations:** veteran tree preservation and residential tree management.

### Ecological Research (2009-2013)

- **The Role of Urban Climate and Land Cover in Phenology, Nest Success, and Habitat Use:** Study of the relationship between temperatures, trees, insects, and birds in public parks.
- **Warming Temperatures and the Density of a Defoliating Insect in Boreal Forests of Northeastern China:** Preliminary research on the potential for climate change to increase pest damage to native larch forests.
- **Guild-specific responses of avian species richness to LiDAR-derived habitat heterogeneity:** Habitat management research using remote sensing of riparian woodlands.



# Urban Forestry Services

## BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company



### Education:

B.A., Urban Planning, with a Certificate, and Minor in GIS, WWU Huxley College of the Environment.

### Professional Registrations:

ISA Certified Arborist®, #PN-8100A

International Society of Arboriculture, 2015

ISA Tree Risk Assessment Qualified, International Society of Arboriculture, 2018

## Tyler P. Holladay, Consultant

Tyler is a consulting arborist who is passionate about planning as it relates to trees in the built environment. Tyler specializes in spatial analysis and cartography, tree inventories, tree risk assessments, and tree protection plans. He contributes a diverse background in horticulture and arboriculture to the UFS|BC consulting team. Prior to joining Urban Forestry Services, Tyler served as the Campus Arborist for Western Washington University. He holds a B.A. in Urban Planning and Sustainable Development, a Geographic Information Science (GIS) Certificate and Minor, and is an ISA Certified and Tree Risk Assessment Qualified (TRAQ) Arborist through the Pacific Northwest Chapter of the ISA. Through his work, Tyler is committed to furthering the pursuit of social and environmental equity by encouraging an urban forest planning and management approach that is rooted in Asset-Based Community Development principles.

## Project Experience

### Urban Forestry Services | Bartlett Consulting (2019 - Current)

- **Sound Transit 'East Link' Light Rail Extension:** Tree risk assessment and management for new light rail service routes.
- **City of Shoreline Roadway Corridor:** Tree inventory, risk assessment, and protection planning services for potentially impacted trees throughout the 145<sup>th</sup> Street/SR-523 corridor and interchange projects, as well as the 175<sup>th</sup> Street corridor project.
- **City of Redmond Lake Hills Interceptor:** Tree inventory, risk assessment, and protection planning services for trees throughout a roughly 5-mile stretch of underground utility improvements potentially impacting inventoried trees.
- **Northwest Washington Urban Development Projects:** Tree inventories, risk assessments, protection planning, restoration planning, and permitting assistance for a variety of development projects ranging in scale from small single-family residential remodels to large multi-story high-density commercial developments.
- **Seattle Department of Transportation and King County Metro Rapid Ride Infrastructure Improvements:** Tree inventory, risk assessment, and protection planning services for trees throughout South Seattle and Burien potentially impacted by Rapid Ride station improvements.
- **Western Washington University Alma Clark Glass Hall:** Tree inventory, risk assessment, protection planning, and monitoring services for trees throughout the new residence hall site.
- **LifeBridge Development, Kirkland:** Tree inventory, risk assessment, protection planning, and monitoring services for trees throughout a multistory, five-building, 562-home housing, and recreational center development project.





## Urban Forestry Services

### BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company



#### Education:

BA, Geography, California State University Stanislaus, 2008

#### Professional Certifications:

ISA Certified Arborist®, 2018

ISA Certified Utility Specialist, 2020

ISA Tree Risk Assessment Qualified, 2022

### Josh Hollinger, Field Consulting Arborist

Josh's experience in utility vegetation management brings an ability to meet and balance multiple stakeholder objectives. Having practiced arboriculture in several regions Josh has integrated the unique views of the colleagues he has worked with. At Urban Forestry Services | Bartlett Consulting Josh focuses on risk assessments and inventories and is broadening his knowledge base to include plant health care and GIS services.

### Project Experience

#### Urban Forestry Services | Bartlett Consulting (2022 - Current)

- **Environmental Works, HASCO Cedar Avenue Apartments:** Assessed viability of trees whose root systems were impacted by construction activities.
- **Carmel Partners, Overlake Square Development:** Inventoried trees that would be impacted by construction activities.
- **McKees Beach HOA Risk Assessment:** Inventoried and assessed the risk of trees on HOA property in McKee's Beach HOA.

#### CNUC – Consulting Utility Forester (2021-2022)

- **Public Service Company of New Mexico:** Tree inventory, risk assessments, and management of trees within utility right of way. Responded to public inquiries regarding trees near power lines. Coordinated vegetation work with client contractors and stakeholders.

#### ACRT Pacific -Consulting Utility Forester (2014-2020)

- **Pacific Gas and Electric:** Tree inventory, risk assessments, and management of trees within utility right of way. Coordinated vegetation work with client contractors and stakeholders.
- **Orientation instructor:** lead classes covering tree identification, risk assessment, and fieldwork safety.
- Participated in a leadership program in 2016.



## Urban Forestry Services

### BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company



#### Education:

B.S. Outdoor Resource Management, School of Forestry, Southern Illinois University, IL 1973

M.S. Outdoor Resource Management, School of Forestry, Southern Illinois University, IL 1978

#### Professional Registrations:

ISA Certified Arborist, International Society of Arboriculture, since 1991

Registered Consulting Arborist, American Society of Consulting Arborists, since 1997

### James M. Barborinas, Senior Consultant (Semi-Retired)

Jim founded Urban Forestry Services, Inc. in 1990 and developed it to become a well-respected leader in urban forestry and horticultural consulting in the Pacific Northwest. He has worked throughout the Puget Sound Region with large and small communities, landscape architects, engineers, developers, housing authorities, school districts, and private citizens on many urban forest and arboriculture issues. The Urban Forestry Services consulting team became a part of the Bartlett Tree Experts Consulting Division in 2019, bringing expanded resources and service opportunities to the practice and its clients.

Over his career, Jim has provided tree evaluations, tree protection specifications, landscape plan reviews, plant selection, appraisals, and monitoring for contract compliance for mature and new landscape trees project sites throughout the Puget Sound. With his extensive nursery experience growing quality street trees, he has brought added expertise to projects involving the planning, design, implementation, and operation of tree nursery-growing operations as well as street tree plantings.

Jim has a long history of fund raising and involvement in the TREE Fund, a not-for-profit organization that raises money for tree research. In fact, he and his wife Annie were one of the lead donors to fund an endowment in perpetuity for a semi-annual grant for tree growing and transplanting research through the TREE Fund. He has also served on the PNW International Society of Arboriculture Board and has presented at several conferences and workshops.

### Arboricultural and Tree Growing Consultation

Jim has long emphasized the importance of quality nursery stock for tree form and root structure, improved tree species selection for urban areas, and the importance of planting soil volume and quality. The need for which led to the creation of Urban Forest Nursery, Inc. in 1995. In addition to consulting, Jim, and his wife, Annie, own and operate this 32-acre wholesale tree nursery in the Skagit Valley, specializing in growing high-quality street and landscape trees, including over 180 cultivars.



The knowledge and experience of growing hundreds of old and new varieties provide Jim with valuable information when selecting, planting, and maintaining these trees in the landscape. Because of this connection to our consulting business, UFS|BC can provide some of the most specific and qualified information on new and old tree varieties for the landscape industry.

In his role as semi-retired consultant, Jim continues to provide project support and mentoring for the consulting office.

#### Urban Forestry Services | Bartlett Consulting

15119 McLean Road | Mount Vernon, WA 98273

360.399.1377 | [www.urbanforestryservices.com](http://www.urbanforestryservices.com)



## Urban Forestry Services

### BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company



#### **Pauline Schweigert, Administrative Assistant**

Pauline Schweigert joined the Mount Vernon team as an Administrative Assistant/Bookkeeper in 2022. Her background has been mostly in bookkeeping.

Previously employed with Samish Indian Nation, A & A Partnerships, and McChord/Fort Lewis Base.

Pauline was born and raised in Rhode Island and has also resided in Massachusetts and Northern California, before making western Washington her home for the past 40 years.



## Urban Forestry Services

### BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company



#### Education:

Shiloh University, 2017  
Skagit Valley College, 2013  
Everett Community College, 1997

#### Nikki Mariano, Administrative Assistant

Nikki joined the Mount Vernon team as an Administrative Assistant in 2022.

Nikki's administrative experience brings a passion toward creating a collaborative environment, building strong relationships with clients and co-workers. She has a commitment to excellence and professionalism with a constant mindset toward growth and improvement.

Nikki's role at UFS | BC is acting as a liaison, supporting, and coordinating administrative efforts between clients and our consultancy team.

In previous experiences, Nikki has worked as an Onboarding Specialist with a nation-wide healthcare company, a Client Specialist for one of the nation's fastest growing tech companies, and a branch admin for a national comm-data supplier, to name of few.



## Memorandum

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-098  
**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	Joseph O'Leary	Senior Project Manager
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**TITLE:**

Award of Bid to HM Pacific Northwest, Inc of Redmond, WA, in the Amount of \$1,183,664 for the Avondale Road Preservation Project

**OVERVIEW STATEMENT:**

This contract with HM Pacific Northwest in the amount of \$1,183,664 is for construction of the Avondale Road Preservation project, Project No. 2120-096-02 (20012120).

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

The project will repave approximately 2,240 feet of Avondale Road, improving driving safety. In addition, curb ramps within the project limits will be brought up to current ADA standards. Existing bike lanes will be expanded to provide

buffered bike lanes, increasing safety for bikers on this busy corridor.

**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:**  
\$1,183,664

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

**Budget Offer Number:**  
CIP

**Budget Priority:**  
Vibrant and Connected

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

**If yes, explain:**  
N/A

**Funding source(s):**  
General Fund, Real Estate Excise Tax, Federal Grant, Business Tax

**Budget/Funding Constraints:**  
N/A

☒ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Award of bid must occur within 45 days of the bid opening (which occurred on June 29, 2023) or the contractor may withdraw their bid. If not approved, City may lose federal funding for this project.

**ANTICIPATED RESULT IF NOT APPROVED:**

Not approving contract will result in delaying construction, increasing the cost to complete the project.

**ATTACHMENTS:**

Attachment A - Vicinity Map

Attachment B - Additional Project Information



# Avondale Road Street Preservation

Kirkland

Redmond

Bellevue

## Project Location





## Attachment B – Additional Project Information

### Avondale Road Preservation

#### Bid Results

The project was advertised in the *Daily Journal of Commerce* and *The Seattle Times* on June 8, 2023, and June 15, 2023. Bids were received and opened on June 29, 2023. The City received three bids which are summarized below.

Bidder	Bidder Location	Bid Amount
<b>HM Pacific Northwest, Inc.</b>		<b>\$1,183,663.50</b>
Lakeside Industries, Inc.	Monroe, WA	\$1,339,582.50
Granite Construction Company	Everett, WA	\$1,464,386.00
<b>Engineer's Estimate</b>		<b>\$1,503,560.00</b>

All bidders' unit prices, extension and additions have been checked for accuracy and unbalanced bid items. The contractor's references were checked and found to be acceptable. Staff recommends awarding contract to HM Pacific Northwest.

#### Fiscal Information

<b>Current Project Budget</b>	
Grant	\$1,515,125
General Fund	\$344,067
REET	\$107,924
Business Tax	\$600,000
<b>Total Funding</b>	<b>\$2,567,116</b>

<b>Estimated Project Costs</b>	
Design	\$577,893
Construction	\$1,584,657
<b>Total Estimated Project Cost</b>	<b>\$2,162,550</b>

<b>Budget Difference</b>	<b>\$404,566</b>
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# CIP Project Information Sheet

**Project Name:** Pavement Management Project - Avondale Road (North of Union Hill to NE 90th Street)

**Project Status:** Existing - Revised

**Functional Area(s):** Transportation

**Relevant Plan(s):** Transportation Master Plan, ADA Transition Plan

**Neighborhood:** Bear Creek

**Time Frame:** 2022-2024

**Budget Priority:** Vibrant and Connected

**Citywide Rank:** 53

**Functional Area Priority:** High

**Location:** Avondale Road - 150 ft north of Union Hill Road to NE 90th Street

**Description:**

Rehabilitate and overlay pavement to extend useful life.

**Anticipated Outcomes:** **Primary:** Rehabilitation

**Secondary:**

Finished pavement has a pavement index (PCI) of 90 or higher and provides 20 years of life (with proper maintenance).

**Request:** **Primary Reason(s):**

City has partial Federal grant funds for project and roadway condition warrants repair. Cost increases due to inflation and addition of buffered bike lanes and additional asphalt repairs. Schedule follows Federal grant timeline.

Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget		\$300,000	\$1,500,000						\$1,800,000
Approved Changes									
Current Approved Budget		\$300,000	\$1,500,000						\$1,800,000
Proposed New Budget	\$407,924	\$1,588,430	\$570,762						\$2,567,116
Proposed changes due to	Scope Change	X	Schedule Change	X	Budget Change				

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)									
Right of Way									
Design (31-100%)	\$407,924	\$169,969							\$577,893
Construction		\$1,109,814	\$475,635						\$1,585,449
Contingency		\$308,647	\$95,127						\$403,774
Total	\$407,924	\$1,588,430	\$570,762						\$2,567,116

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost									

Explanation: No M&O costs expected.

Proposed Funding Source:	Prior	2023-2028	Future	Total
Grant		\$1,515,125		\$1,515,125
General Fund		\$344,067		\$344,067
Real Estate Excise Tax	\$107,924			\$107,924
Business Tax	\$300,000	\$300,000		\$600,000
Total	\$407,924	\$2,159,192		\$2,567,116





## Memorandum

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-099  
**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	Micah Bonkowski	Program Administrator
Public Works	Aaron Moldver	Manager

**TITLE:**

Approval a Contract Amendment to the Comprehensive Garbage, Recyclables, and Organics Collection Contract

**OVERVIEW STATEMENT:**

King County Solid Waste Division (KCSWD) is changing the rate structure for the disposal of municipal solid waste at the county landfill. Currently, most of KCSWD revenue is derived from its per-ton fee for waste disposed of at county facilities. As the County implements its aggressive waste reduction programs (RE+), revenues will be reduced significantly. As a result, the County has restructured the rate to include a Fixed Annual Charge for each City based on their share of system tonnage, and a reduced basic per ton fee. This restructure is intended to collect the same revenue as the status quo, but in a more stable way without shifting costs between cities. However, this will require cities and waste haulers to update the disposal component terms in their collection contracts. This amendment to the Comprehensive Garbage, Recyclables, and Organics Collection Contract allows the contractor to collect the Fixed Annual Charge for payment to King County Solid Waste.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
King County Comprehensive Solid Waste Management Plan, King County Solid Waste Interlocal Agreement, Environmental Sustainability Action Plan
- **Required:**  
N/A
- **Council Request:**  
N/A

- **Other Key Facts:**

In 2022, King County Council approved the new King County Solid Waste Rate structure that includes the Fixed Annual Charge. The King County Council delayed implementation until Jan 1, 2024, to give cities time to amend their hauler contracts to accommodate this new rate structure. This amendment has been agreed to by our contracted City hauler, WM.

**OUTCOMES:**

This contract amendment will allow the contractor to bill residents for their share of the City's Fixed Annual Charge over the course of each year. The Fixed Annual Charge amount will be paid to King County Solid Waste by the contractor. This rate restructure does not increase resident or business rates as it is accompanied by a reduction in the per ton fee, or tip fee charged by King County.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

**BUDGET IMPACT:**

**Total Cost:**

N/A

**Approved in current biennial budget:**

☐ Yes

☒ No

☒ N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

N/A

**Other budget impacts or additional costs:**

☐ Yes

☒ No

☒ N/A

***If yes, explain:***

N/A

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
7/5/2023	Committee of the Whole - Planning and Public Works	Approve

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Amendments to City Solid Waste contracts are required to be completed by September 1<sup>st</sup> in order to accommodate the King County rate restructure. Beginning January 1, 2024, King County will implement the new Fixed Annual Charge, and cities will be required to pay the FAC.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, our current contracted rates do not allow for the collection of the Fixed Annual Charge. If not approved, the City could again petition the King County Council to delay implementation of the Fixed Annual Charge.

**ATTACHMENTS:**

Attachment A: Contract Amendment

Attachment B: Contract Attachment A

Attachment C: Fixed Annual Charge example calculation

## FIRST AMENDMENT TO COMPREHENSIVE GARBAGE, RECYCLABLES AND ORGANICS COLLECTION CONTRACT

This FIRST AMENDMENT TO THE COMPREHENSIVE GARBAGE, RECYCLABLES AND ORGANICS COLLECTION CONTRACT is entered into as of July \_\_, 2023, by and between the City of Redmond, a municipal corporation of the State of Washington ("City") and Waste Management of Washington, Inc. ("Contractor"). City and Contractor shall each be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into that certain Comprehensive Garbage, Recyclables and Organics Collection Contract as of October 7, 2015 ("Contract");

WHEREAS, Section 3.3.2 of the Contract provides for periodic Customer rate adjustments to reflect increases or decreases in King County disposal fees for solid waste;

WHEREAS, as of January 1, 2024, King County ("County") will be restructuring its disposal rates to determine a fixed annual charge ("FAC") for commercial hauler disposal of all Garbage at the King County disposal facilities, which will be allocated on a proportionate basis to each jurisdiction within the King County Disposal System based on the total aggregate tons of Garbage sent by the respective jurisdictions;

WHEREAS, Garbage from the City is sent to the King County Disposal System and will therefore receive an allocation of the FAC annually;

WHEREAS, the Contractor shall be responsible for billing the FAC as a disposal charge to Customers and remitting the FAC to the County;

WHEREAS, the Parties desire to amend the Contract to describe the Composite Commercial Rate ("CCR") methodology the Contractor will use to annually allocate and invoice the FAC and the County commercial hauler tipping fee ("County Tipping Fee") to Customers;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, the Parties hereby agree as follows:

### AGREEMENT

1. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings set forth in the Contract.
2. Section 3.1.3, Drop-Box Containers. Section 3.1.3 of the Collection Contract shall be deleted and replaced in its entirety with the following:

#### **"3.1.3 Drop-Box Disposal Surcharge**

The Contractor shall invoice Drop-Box Garbage Customers the Annual CCR (as described in Section 3.3.2) based on the applicable Drop-Box Container weight increased by twelve percent (12.0%)."

3. Section 3.3.1, Rate Adjustment Statement. The last paragraph of Section 3.3.1 shall be deleted and replaced in its entirety with the following:

"On or before October 1st of each year, the Contractor shall submit to the City for review and approval a Rate Adjustment Statement, calculating the new rates and the Annual

CCR for the next year. Notwithstanding the foregoing, in the event that the County notifies the City and the Contractor of the County Tipping Fee, FAC, and estimated commercial Garbage tonnage for the next calendar year pursuant to Section 3.3.2(a) after September 1<sup>st</sup>, the Contractor shall submit to the City for review and approval a Rate Adjustment Statement no later than thirty (30) days after receipt of such notice from the County. The City shall have thirty (30) days to approve or disapprove the calculations. If the City disapproves the Contractor's calculations, the Parties shall meet immediately thereafter to resolve any disagreement as to the correct calculation of the rate adjustment under subsection (b) above or the Annual CCR. Upon approval of the calculations, the Contractor shall provide 45 days notice of the new rates to its Customers, and the new rates shall be effective (i) on January 1<sup>st</sup>, or (ii) on the first day of the calendar month following the end of the 45-day notice period, whichever is later. Any delays in City approval or disapproval shall not be cause for a delay in implementation of the new rates and the Annual CCR."

4. Section 3.3.2, Periodic Adjustments. Section 3.3.2 shall be deleted and replaced in its entirety with the following:

**"3.3.2 Periodic Adjustments**

As of January 1, 2024, the Contractor shall annually adjust the disposal fee component of rates to reflect increases or decreases in the County Tipping Fee and King County Fixed Annual Charge ("FAC"). The Contractor shall utilize the Annual Composite Commercial Rate ("Annual CCR") methodology to annually adjust the disposal fee component of Customer rates to incorporate the FAC as follows:

- a. On or before September 1<sup>st</sup> of each year, the County shall notify the City and Contractor of the County Tipping Fee, FAC, and estimated commercial Garbage tonnage for the next calendar year. The FAC shall be divided by the County's estimated commercial Garbage tonnage which shall be expressed as a per-ton charge (the "Per-Ton FAC").
- b. The Per-Ton FAC shall be added to the County Tipping Fee that will be applicable during the next year, the sum of which shall be the Annual CCR for each ton of City Garbage during the next year.
- c. Adjustments to the disposal fee component of rates charged to Customers shall be based on percentage increase or decrease in the Annual CCR from the previous year, and further adjusted by the excise tax on the change in the disposal fee component.

Specific examples of rate modifications due to Consumer Price Index and Annual CCR are provided in Attachment C.

Adjustments to the disposal fee component shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments."

5. Attachment B: Contractor Rates. The column of the rate tables titled "2016 Disposal Per Month" shall be deleted in its entirety. Disposal rates shall be calculated as Annual CCR pursuant to Section 2 hereof.

6. Attachment C: Rate Modification Examples. Attachment C to the Contract is hereby deleted and replaced in its entirety with Exhibit A hereto.
7. Full Force and Effect. Except as otherwise provided herein, all other terms and provision of the Contract shall remain in full force and effect.

\*\*\*

DRAFT



WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

**WASTE MANAGEMENT OF  
WASHINGTON, INC.**

**CITY OF REDMOND**

By: \_\_\_\_\_  
Name: Jason S. Rose  
Its: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Attested By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

DRAFT

**EXHIBIT A**  
**ATTACHMENT C: RATE MODIFICATION EXAMPLES**

DRAFT

## Exhibit A: Rate Modification Examples

### Collection Component Adjustment

The collection component listed in Attachment B will be increased or decreased by the amount of the CPI change:  $NCC = PCC \times [1 + (nCPI - oCPI) / oCPI]$

Where

NCC	=	The new collection charge component of the Customer rate for a particular service level
PCC	=	The previous collection charge component of the Customer rate for a particular service level
nCPI	=	The most recent CPI value
oCPI	=	The previous period's CPI value

If the previous CPI is 143.2, the new CPI is 149.3 the new collection component of the rate will increase from \$13.20 to \$13.76 on January 1, 2024.

$$\text{New Collection Component} = \$13.20 \times [1 + (149.3 - 143.2) / 143.2] = \mathbf{\$13.76}$$

### Annual CCR Component Adjustment

The Annual CCR component of the Customer charges listed in Attachment B reflects the combination of the Per-Ton FAC and the County Tipping Fee. Any increase or decrease in the Annual CCR will not become effective until the new Annual CCR charges become effective and are actually charged to the Contractor. The Annual CCR component of each service level will be adjusted as follows:

Step 1:  $nFAC = FAC / TONS$

Step 2:  $nCCR = nFAC + NTF$

Step 3:  $A = ODC \times (nCCR / oCCR)$

Step 4:  $NDC = A + [(A - ODC) \times CETR]$

nFAC	=	The new Per-Ton FAC
FAC	=	The new overall King County FAC
TONS	=	The King County estimated commercial garbage tonnage for the upcoming year
nCCR	=	The new Annual CCR for the upcoming year, dollars per ton
NTF	=	The new County Tipping Fee, dollars per ton

Where

A	=	The new pre-excise tax adjusted Annual CCR component
ODC	=	The old Annual CCR component of the Customer rate for a particular service level;
oCCR	=	The old Annual CCR, dollars per ton
NDC	=	The new Annual CCR component of the Customer rate for a particular service level
CETR	=	Current excise tax rate (the current State excise tax rate; 0.0175 used for this example).

For example, using an initial one 35-gallon cart rate of \$20.20 per month:

If the 2024 King County FAC is \$22,614,181 and the estimated 2024 tonnage is 656,580, then the new Per-Ton FAC would be \$34.44. If the new County Tipping Fee is \$150.83 per ton, then the new Annual CCR would be \$185.27 per ton starting January 1, 2024.

If the old disposal component is \$4.73, the old Annual CCR is \$168.68 per ton, and the State Excise Tax rate is 1.75%, the new Annual CCR component of the Customer rate will be \$7.70.

New Per-Ton FAC =  $\$22,614,181 / 656,580 = \$34.44$  per ton

New Annual CCR =  $\$34.44 + \$150.83 = \$185.27$  per ton

New Pre-Excise Tax Adjusted Annual CCR Component =  $\$7.00 \times (\$185.27 / \$168.68) = \$7.69$

**New Annual CCR Component** =  $\$7.69 + [(\$7.69 - \$7.00) \times 1.75\%] = \mathbf{\$7.70}$

Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside as of January 1, 2024 will be \$13.76 plus \$7.70, equaling \$21.46 per month.

\*Data provided by King County, subject to change.

## FAC Allocation Table\*

2024 Fixed Annual Charge

\$22,614,181

Estimated Commercial

2024 Per Ton FAC:

\$34.44

Commercial Hauler	2020 - Tons	2021 - Tons	2022 - Tons
Republic	212,141	219,274	220,303
WM	252,874	259,892	268,126
Recology	121,628	128,549	136,624
Republic - Renton*	42,383	43,937	45,804
City of Enumclaw*	5,371	5,810	5,845
Town of Skykomish*	116	103	86
Waste Connections*	2,808	2,842	2,820
<b>Total</b>	<b>637,323</b>	<b>660,407</b>	<b>679,608</b>

\*These hauler accounts serve only a single jurisdiction and do not need further allocation.

### Allocations by Jurisdiction for Aggregated Haulers

Republic

\$7,330,641 Allocated FAC

Jurisdiction	2020 - Tons	2021 - Tons	2022 - Tons
Auburn	5,396	4,261	71
Beaux Arts	95	76	76
Bellevue	58,788	61,875	64,855
Black Diamond	1,620	1,982	2,059
Clyde Hill	966	952	911
Covington	8,315	8,698	8,945
Hunts Point	156	146	147
Issaquah	18	151	41
Kenmore	6,585	6,640	6,733
Kent	78,888	82,290	82,920
Lake Forest Park	3,304	3,320	3,403
Medina	950	960	976
Mercer Island	10	38	29
North Bend	4,149	4,444	4,363
Out of area	18	16	7
Out-of-Area	-	56	74
Sammamish	12,856	12,840	12,071
Sammamish Klahanie	2,819	2,761	2,713
Unincorporated - North	4,400	3,808	3,290
Unincorporated - South	27,176	28,086	29,020
Yarrow Point	290	283	250
<b>Total</b>	<b>216,802</b>	<b>223,683</b>	<b>222,954</b>

**Waste Management**

\$8,921,983 Allocated FAC

Jursidiction	2020 - Tons	2021 - Tons	2022 - Tons
Algona	1,656	2,174	2,246
Auburn	41,759	46,424	49,524
Bothell	2,481	904	616
Duvall	2,221	2,156	2,152
Federal Way	45,859	47,153	45,286
Kirkland	35,769	35,886	35,363
Newcastle	3,711	3,957	3,920
Normandy Park	2,166	2,240	2,109
Pacific	3,812	3,977	3,960
<b>Redmond</b>	<b>31,588</b>	<b>31,771</b>	<b>31,099</b>
Sammamish	126	80	19
Snoqualmie	4,966	4,820	4,662
Tukwila	27,399	28,334	28,194
Unincorporated - North	17,421	17,320	17,972
Unincorporated - South	25,321	25,883	23,507
Woodinville	12,826	11,520	10,051
<b>Total</b>	<b>259,080</b>	<b>264,598</b>	<b>260,680</b>

**Recology**

\$4,546,206 Allocated FAC

Jursidiction	2020 - Tons	2021 - Tons	2022 - Tons
Bothell	14,669	16,270	16,698
Burien	20,643	20,672	20,164
Carnation	899	806	844
Des Moines	12,648	12,684	12,921
Issaquah	17,713	17,899	18,382
Maple Valley	8,841	8,906	9,147
Mercer Island	6,693	6,730	6,565
SeaTac	21,201	24,428	29,917
Shoreline	18,225	18,124	18,948
<b>Total</b>	<b>121,531</b>	<b>126,518</b>	<b>133,585</b>

ial Tonnage - 2024

656,580

2020 - %	2021 - %	2022 - %
33.29%	33.20%	32.42%
39.68%	39.35%	39.45%
19.08%	19.47%	20.10%
6.65%	6.65%	6.74%
0.84%	0.88%	0.86%
0.02%	0.02%	0.01%
0.44%	0.43%	0.41%
<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

FAC Allocation	2024 Annual FAC
32.42%	\$7,330,641
39.45%	\$8,921,983
20.10%	\$4,546,206
6.74%	\$1,524,133
0.86%	\$194,500
0.01%	\$2,871
0.41%	\$93,847
<b>100.00%</b>	<b>\$22,614,181</b>

2020 - %	2021 - %	2022 - %
2.49%	1.91%	0.03%
0.04%	0.03%	0.03%
27.12%	27.66%	29.09%
0.75%	0.89%	0.92%
0.45%	0.43%	0.41%
3.84%	3.89%	4.01%
0.07%	0.07%	0.07%
0.01%	0.07%	0.02%
3.04%	2.97%	3.02%
36.39%	36.79%	37.19%
1.52%	1.48%	1.53%
0.44%	0.43%	0.44%
0.00%	0.02%	0.01%
1.91%	1.99%	1.96%
0.01%	0.01%	0.00%
0.00%	0.02%	0.03%
5.93%	5.74%	5.41%
1.30%	1.23%	1.22%
2.03%	1.70%	1.48%
12.54%	12.56%	13.02%
0.13%	0.13%	0.11%
<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

FAC Allocation	2024 Annual FAC
0.03%	\$2,325
0.03%	\$2,499
29.09%	\$2,132,409
0.92%	\$67,707
0.41%	\$29,941
4.01%	\$294,113
0.07%	\$4,844
0.02%	\$1,359
3.02%	\$221,370
37.19%	\$2,726,370
1.53%	\$111,891
0.44%	\$32,106
0.01%	\$946
1.96%	\$143,457
0.00%	\$225
0.03%	\$2,420
5.41%	\$396,903
1.22%	\$89,194
1.48%	\$108,184
13.02%	\$954,160
0.11%	\$8,217
<b>100.00%</b>	<b>7,330,641</b>

2020 - %	2021 - %	2022 - %
0.64%	0.82%	0.86%
16.12%	17.54%	19.00%
0.96%	0.34%	0.24%
0.86%	0.81%	0.83%
17.70%	17.82%	17.37%
13.81%	13.56%	13.57%
1.43%	1.50%	1.50%
0.84%	0.85%	0.81%
1.47%	1.50%	1.52%
<b>12.19%</b>	<b>12.01%</b>	<b>11.93%</b>
0.05%	0.03%	0.01%
1.92%	1.82%	1.79%
10.58%	10.71%	10.82%
6.72%	6.55%	6.89%
9.77%	9.78%	9.02%
4.95%	4.35%	3.86%
<b>100%</b>	<b>100%</b>	<b>100%</b>

FAC Allocation	2024 Annual FAC
0.86%	\$76,887
19.00%	\$1,694,985
0.24%	\$21,074
0.83%	\$73,642
17.37%	\$1,549,950
13.57%	\$1,210,325
1.50%	\$134,173
0.81%	\$72,197
1.52%	\$135,540
<b>11.93%</b>	<b>\$1,064,378</b>
0.01%	\$652
1.79%	\$159,552
10.82%	\$964,950
6.89%	\$615,120
9.02%	\$804,547
3.86%	\$344,011
<b>100.00%</b>	<b>\$8,921,983</b>

2020 - %	2021 - %	2022 - %
12.07%	12.86%	12.50%
16.99%	16.34%	15.09%
0.74%	0.64%	0.63%
10.41%	10.03%	9.67%
14.57%	14.15%	13.76%
7.27%	7.04%	6.85%
5.51%	5.32%	4.91%
17.44%	19.31%	22.40%
15.00%	14.33%	14.18%
<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

FAC Allocation	2024 Annual FAC
12.50%	\$568,268
15.09%	\$686,218
0.63%	\$28,734
9.67%	\$439,727
13.76%	\$625,584
6.85%	\$311,299
4.91%	\$223,408
22.40%	\$1,018,141
14.18%	\$644,827
<b>100.00%</b>	<b>\$4,546,206</b>



2024 Monthly Charge	2024 Est Tons	2024 FAC
\$610,886.8	212,838	7,330,641.50
\$743,498.6	259,041	8,921,982.92
\$378,850.5	131,995	4,546,205.87
\$127,011.1	44,252	1,524,133.29
\$16,208.3	5,647	194,499.51
\$239.3	83	2,871.23
\$7,820.6	2,725	93,846.69
	656,580	22,614,181.00

2024 Monthly Charge
\$193.79
\$208.27
\$177,700.76
\$5,642.27
\$2,495.11
\$24,509.39
\$403.65
\$113.27
\$18,447.50
\$227,197.49
\$9,324.28
\$2,675.50
\$78.86
\$11,954.75
\$18.71
\$201.63
\$33,075.25
\$7,432.87
\$9,015.37
\$79,513.31
\$684.76

2024 Est Tons	2024 FAC
259,041	8,921,983

2024 Monthly Charge
\$6,407.26
\$141,248.72
\$1,756.13
\$6,136.81
\$129,162.51
\$100,860.42
\$11,181.11
\$6,016.43
\$11,295.04
<b>\$88,698.17</b>
\$54.34
\$13,295.99
\$80,412.46
\$51,260.00
\$67,045.57
\$28,667.61

2024 Est Tons	2024 FAC
2,232	\$76,887.10
49,212	\$1,694,984.59
612	\$21,073.61
2,138	\$73,641.78
45,001	\$1,549,950.07
35,141	\$1,210,325.05
3,896	\$134,173.32
2,096	\$72,197.18
3,935	\$135,540.48
30,903	<b>\$1,064,378.09</b>
19	\$652.05
4,632	\$159,551.93
28,016	\$964,949.57
17,859	\$615,120.00
23,359	\$804,546.79
9,988	\$344,011.30

2024 Monthly Charge
\$47,355.69
\$57,184.86
\$2,394.48
\$36,643.89
\$52,131.96
\$25,941.61
\$18,617.37
\$84,845.05
\$53,735.58

Overall FAC %
6.74%
0.86%
0.01%
0.41%

Overall FAC %
0.01%
0.01%
9.43%
0.30%
0.13%
1.30%
0.02%
0.01%
0.98%
12.06%
0.49%
0.14%
0.00%
0.63%
0.00%
0.01%
1.76%
0.39%
0.48%
4.22%
0.04%

Overall FAC %
0.34%
7.50%
0.09%
0.33%
6.85%
5.35%
0.59%
0.32%
0.60%
<b>4.71%</b>
0.00%
0.71%
4.27%
2.72%
3.56%
1.52%

Estimated

Overall FAC %
2.51%
3.03%
0.13%
1.94%
2.77%
1.38%
0.99%
4.50%
2.85%

## Current King County Solid Waste Division Proposal for 2024 Disposal Fees

### Redmond

<b>Estimated per Ton Tip Fee:</b>	<b>\$150.83</b>
2024 Allocated FAC for WM:	\$8,921,983
2024 Estimated Commercial Tonnage for WM:	259,041
City of Redmond Estimated Commercial Tonnage:	30,903
Percentage Share of Estimated Commercial Tonnage:	11.93%
City Share of Fixed Charge for 2024:	\$1,064,378
<b>2024 Fixed Annual Charge per ton equivalent:</b>	<b>\$34.44</b>
<b>Composite Per Ton MSW Disposal Fee in 2024:</b>	<b>\$185.27</b>
2023 Tip Fee	\$168.68
% Increase in the Composite Tip Fee	<u>9.8%</u>

City of Redmond

Rates for illustrative purposes only. Service component CPI increases to be revised at a later date per contract terms.

City of Redmond		Rates are in dollars per property only. Do not combine commercial and residential rates. All rates per parcel based.			154.00 2023 Disposal			154.00 2023 Disposal		
Sample Rate: King County Park - Subject to change		154.00 2023 Disposal			154.00 2023 Disposal			154.00 2023 Disposal		
		B&O on Disposal			B&O on Disposal			B&O on Disposal		
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## Memorandum

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-100  
**Type:** Consent Item

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

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

Planning and Community Development	Jackie Lalor	Economic Development and Tourism Program Administrator
Planning and Community Development	Philly Marsh	Economic Development Manager
Planning and Community Development	Seraphie Allen	Deputy Director

**TITLE:**

Approval of Updated Lodging Tax Advisory Committee (LTAC) Budget Recommendations

**OVERVIEW STATEMENT:**

Per Council's feedback at the April 25, 2023, meeting, the LTAC has updated recommendations for Council's consideration. The LTAC unanimously passed two new recommendations related to the end fund reserve for Council's approval.

The LTAC will review the additional recommendations that impact signature events and cultural arts programming designated funding with Parks and Receptions staff at a later scheduled LTAC meeting. Those updated recommendations will likely come to the Council in early 2024.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
RCW 67.28
- **Council Request:**  
April 25, 2023

- **Other Key Facts:**  
Original request from Council came October 4, 2022

**OUTCOMES:**

The LTAC met on June 6, 2023, to review Council's feedback on their original budget process recommendations and to review guidance from the City Finance Department related to an acceptable end fund reserve minimum cash balance. After reviewing all the information, the LTAC passed two recommendations for Council's approval. Those recommendations are as follows:

1. The LTAC unanimously recommends maintaining a target end fund reserve of 60% of projected budget revenues.

The LTAC may recommend to Council at any time, a funding plan above the 60% threshold to adequately invest in identified, large spending opportunities.

(Councilmember Steve Fields moved; unanimously passed)

2. The LTAC unanimously recommends allocating up to \$80,000 to support a tourism strategic plan.

(Councilmember Steve Fields moved; unanimously passed)

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

The total cost for the lodging tax fund relates to the 1% tax revenues on hotels and motels. For the 2023/2024 budget, this cost is estimated to be around \$1,048,359. An additional \$136,000 is funded through one-time ARPA funds for staff administration through 2024.

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

**Budget Offer Number:**

000040 Community/Economic Development

**Budget Priority:**

Vibrant and Connected

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

**If yes, explain:**

The request to utilize up to \$80,000 for a Tourism Strategic Plan would draw down the Lodging Tax end fund reserve by up to \$80,000 over the next nine months.

**Funding source(s):**

Lodging tax reserve fund

**Budget/Funding Constraints:**

The revenue fund is limited to lodging tax revenues earned by a 1% tax on Redmond hotels/motels. For 2022, the lodging tax fund revenues were approximately \$522,000. The reserve fund fluctuates each year based on the lodging tax revenues and expenses. As of April 30, 2023- there was \$758,000 in the end fund reserve.

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
10/4/2022	Committee of the Whole - Planning and Public Works	Provide Direction
4/4/2023	Committee of the Whole - Planning and Public Works	Provide Direction
4/25/2023	Study Session	Provide Direction
7/5/2023	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

**Time Constraints:**

For Recommendation 1: Need approval or direction from the Council before the 2025/2026 budgeting process starts in early 2024. For Recommendation 2: Need approval as soon as possible in order to complete the 8-10-month process of developing a Tourism Strategic Plan with a consultant in time to help inform the 2025/2026 budget.

**ANTICIPATED RESULT IF NOT APPROVED:**

Recommendation 1: The end fund reserve will continue to have no minimum cash balance guidance around its use.

Recommendation 2: The City will not have a Tourism Strategic Plan in place to help inform budgeting for the 2025-26 biennium and other important decisions.

**ATTACHMENTS:**

Attachment A: Draft LTAC June 6 Meeting Minutes

Attachment B: General Tourism and LTAC FAQ Overview



Interested members of the public can listen to this meeting by phone at: 206-800-4590; Phone Conference ID: 102 660 96#. All public comments shall be emailed to Philly Marsh ([pmarsh@redmond.gov](mailto:pmarsh@redmond.gov)) at least 24 hours before the meeting time. [To view the meeting presentation, click here.](#)

### **MEETING AGENDA**

Tuesday | June 6, 2023  
10 a.m. – Noon

Prepared by Jackie Lalor, Staff Liaison [jlalor@redmond.gov](mailto:jlalor@redmond.gov)

#### LTAC Members:

- Steve Fields, Council Chair
- Dan Angellar
- Latha Sambamurti
- George Manojlovic
- Melody Lanthorn
- Nancy Heard

#### City of Redmond Staff:

- Philly Marsh – Economic Development and Tourism
- Seraphie Allen – Planning & Community Development Deputy Director

#### Agenda:

1. March 6, 2023 meeting minutes approval
  - i. LTAC Action: Approved**
2. 2024 Tourism Grant application window August 1-15
3. Council feedback on LTAC recommendations
  - a. April 25 | [7 p.m. Study Session](#) (Watch on [Facebook](#) or [Legistar](#))
  - b. April 4 | [4:30 p.m. Committee of the Whole](#) (Watch on [Facebook](#))
    - i. Committee Discussion:**
      - **Signature Events:**
        - *Derby Days: the weekend it takes place is one of the busiest weekends of the summer for hotels due to soccer tournaments*
        - *LTAC has concerns around the tourism draw to hotels and from more than 50 miles away for mostly Derby Days- Redmond Lights and cultural arts have potential if reworked to have a tourism focus*
        - *Can Parks staff provide proposals to the LTAC of how signature events and cultural arts programs will change to target tourists from more than 50 miles away and result in more hotel stays?*

- *Reserve Fund: LTAC members agreed with Finance's assessment and recommendation to keep 60% of projected budget revenues*
- *LTAC discussed tourism spend opportunities such as:*
  - *Tourism strategic plan*
  - *Fully funding current level of administration*
  - *Increasing event grants*
  - *Visitor center/kiosk*
  - *Data collection tools*
  - *Shuttle between Redmond and Woodinville*
  - *Light rail opening - marketing campaign*
- *Tourism Strategic Plan:*
  - *This plan is not currently in existence and is needed*
  - *Help inform the 2025/2026 budget*
  - *Help inform how to coordinate with TPA funding and workplan*
  - *Help inform how to best invest additional surplus funds of the end fund reserve above the 60% threshold*
  - *Work with Parks staff to evaluate opportunities to increase tourism results for signature events and cultural arts programming*

4. Round 2 of Council Recommendations

*ACTION: COUNCIL RECOMMENDATIONS FROM THE LTAC:*

- Recommendation 1:  
The LTAC unanimously recommends maintaining a target end fund reserve of 60% of projected budget revenues.

The LTAC may recommend to Council at any time, a funding plan above the 60% threshold to adequately invest in identified, large spending opportunities.

(Councilmember Steve Fields moved; unanimously passed)

- Recommendation 2:  
The LTAC unanimously recommends allocating up to \$80,000 to support a tourism strategic plan.

(Councilmember Steve Fields moved; unanimously passed)

*The above recommendations passed unanimously 6 yes; 0 no votes  
(no absent members)*

## LTAC and Tourism Overview FAQ's

### How did the Lodging Tax Advisory Committee begin?

An advisory committee was assembled in accordance with the State regulations to weigh-in on the creating of a hotel/motel tax.

### When was Committee and Tax implemented?

- 1998 LTAC was formed
- 1999 the Lodging tax was implemented
- Funding for this program is made possible through revenues Redmond collects from a one percent (1%) lodging tax on the rental of hotel/lodging rooms in Redmond.

### Where does the funding come from?

The Revised Code of Washington (RCW) 67.28.180 provides authority for cities to adopt a lodging tax. A 1% tax is charged on each overnight stay at Redmond hotels and motels.

### What are the allowed uses of the lodging tax dollars?

Specific RCW language is as follows:

“(a) Tourism marketing;

(b) The marketing and operations of special events and festivals designed to attract tourists;

(c) Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW; or

(d) Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) of the internal revenue code of 1986, as amended.”

### What are the goals and limitations of the revenue?

These funds must be used to attract visitors external to the city. Due to the funding being generated by Redmond hotels/motels, grants and uses of the tax revenue often prioritizes efforts that will support hotels night stays, but attraction of external visitors (more than 50 miles away) to Redmond small businesses and enrichment of the community is also heavily weighted.

Specific RCW 67.28.1816 language can be viewed [here](#).

### What is LTAC's role per current RMC 4.37 and [RCW 68.28](#)?

- LTAC can advise on the creation of a Lodging Tax;
- The increase or reduction of a Lodging Tax; or
- The Repeal of a lodging tax
- Review fund applicants and make funding recommendations to the legislative body

## How are the funds used at the City of Redmond currently?

- At the city, the LTAC and City Council predetermined how the tax dollars are spent via an adopted allocation split in 2005 as follows:
  - 50% to marketing
  - 39% to City signature events & cultural arts programming
  - 9% to tourism grants
  - 2% to administration

## What were the past recommended tourism grant funding amounts?

Year	# Of Applicants*	LTAC Recommendation*	Notes
2015	7	\$ 42,500	
2016	10	\$ 70,000	
2017	16	\$ 126,000	
2018	12	\$ 114,500	
2019	17	\$ 146,000	
2020	16	\$ 150,000*	*Only \$48,837 was used due to the pandemic and most events were cancelled. The City reimbursed fees incurred regardless of event status to help the applicants.
2021	5	\$ 45,000	
2022	23	\$ 252,500	2 application rounds held due to covid impacts
2023	18	\$ 154,000	

*\*These are estimates based on past documents and Council memos staff located*

## What were the past recommended City signature events and cultural arts funding amounts?

Year	City Signature Events/Arts Allocations	Notes
2015	\$ 140,000	
2016	\$ 140,000	
2017	\$ 140,000	
2018	\$ 160,000	
2019	\$ 194,000	
2020	\$ 205,000*	*Only \$9,120 was used due to the pandemic.
2021	\$ 75,000	
2022	\$ 150,000	
2023	\$ 146,000	

*\*These are estimates based on past documents and Council memos staff located*

## What is the process or requirements for City signature events and cultural arts programming lodging tax dollars?

They do not have to go through the full grant process. The money was designated outright and is not a part of the annual tourism grant process or 9% allocation.

All dollars allocated to city signature events and cultural arts programming shall follow the same guideline and limitation on how the dollars may be spent. All funds used must align with expenditures requirements in RCW 67.28 and city specific instructions.

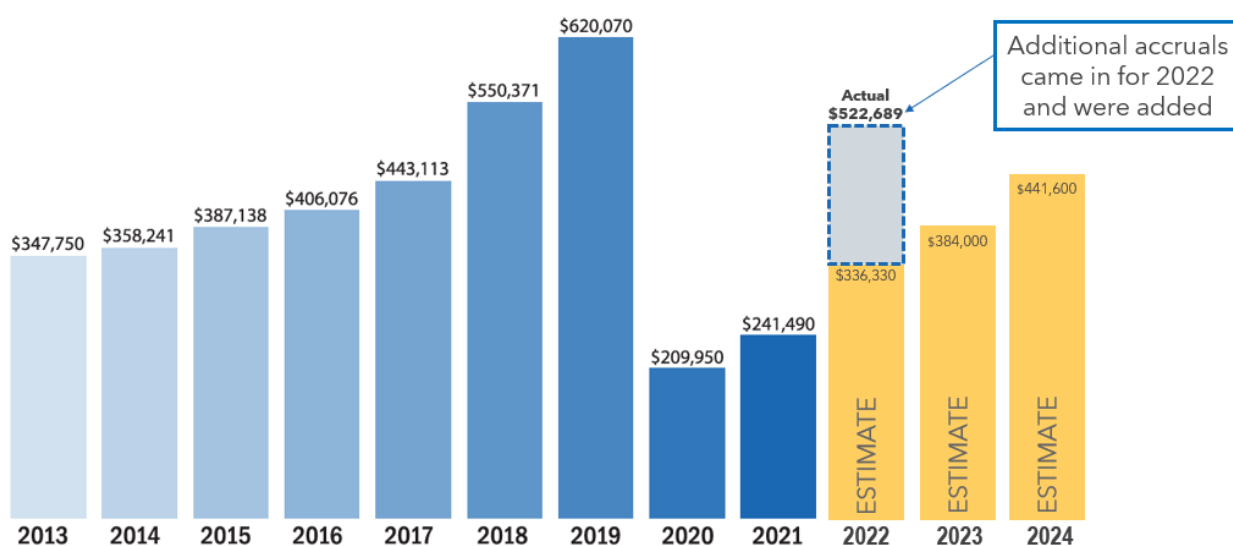
At the end of each calendar year, the city will need to provide an outline to the state of how the dollars were used, and performance summary data like that of the tourism grants. The city is required annually to submit summary outcomes for all uses of tax dollars.

If there are any unused funds at the end of the year those dollars shall be transferred back to the end fund balance. Finance may determine preference on annual transfer of allocated funding upfront and retransfer of an unspent funds or smaller transfers throughout the year.

## How is the lodging tax fund performing?

The lodging tax fund currently has approximately 758K in the end fund balance (as of April 30, 2023). The impacts of covid on the hotel industry drastically declined incoming funds over the past few years. City staff and Finance worked together to make some educated estimates on what the fund recovery may look like in July 2022 as a part of the budgeting process for 2023/2024. Below is a snapshot of the fund and future estimates with the actuals from 2022 incorporated. 2022 performed much better than anticipated.

### Historical annual revenue amounts from lodging tax is as follows:





### **How does the City use the “Marketing” portion of the lodging tax fund:**

The city has a current contract with Bullseye Creative for \$178,000 a year to manage and staff the Experience Redmond brand needs. The contract is in its last renewal option and will require an RFP to be completed prior to the conclusion of the contract in 2024. Bullseye provides reports throughout the year on the return on investment the city receives in response to their contracted work.

The remainder of the marketing balance not used on the Bullseye contract has traditionally been used to help fund additional community grants above the 9% allocation. However, due to the reduction of revenue as a result of the pandemic, dollars from the end-fund balance were used to help maintain historical tourism granting levels.

### **How does the LTAC handle conflict of interest when reviewing tourism grant applicants?**

Conflicts of interest with applicants are common on this committee due to the requirement that members must either be an entity for which the tax is charged or an entity that might receive grant dollars. Conflicts of interest are noted in the full scoring spreadsheet. Members were not asked to recuse themselves from the tourism grant recommendation vote or discussion per the MRSC guidance. However, staff did request that if a personal financial interest was involved, that a recusal would be requested. No personal financial interests were present or noted for the 2023 applicant recommendations.



## Memorandum

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-101  
**Type:** Consent Item

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

Public Works	Aaron Bert	425-553-5814
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**DEPARTMENT STAFF:**

Public Works	Adnan Shabir	Senior Engineer
Public Works	Paul Cho	Engineering Manager
Public Works	Patty Criddle	Engineering Supervisor

**TITLE:**

Award Bid to Lakeside Industries of Issaquah, WA, for the 2023 Pavement Repairs Project in the Amount of \$428,448

**OVERVIEW STATEMENT:**

This contract in the amount of \$428,448 is for construction of an asphalt overlay on NE 76<sup>th</sup> Street and 185<sup>th</sup> Ave NE, with a total paving length of 3140 feet. This project has a current pavement condition index (PCI) score of 42.

- PCI 85-100: Good
- PCI 70-85: Satisfactory
- PCI 55-70: Fair
- PCI 40-55: Poor
- PCI 25-40: Very Poor
- PCI 10-25: Serious
- PCI 0-10 : Failed

This project is part of the City's Pavement Preservation Program and is the first of three projects to be completed in the 2023-2024 biennium. After completion, the PCI will move to the 'Good' class and will be functional for another 15-20 years.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**

Transportation Master Plan

- **Required:**  
Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

As part of the City's Pavement Preservation/Repair Program, the City will repave the asphalt surface on 185th Ave NE and NE 76th Street. This project will include a grind and overlay to preserve the street long-term, in addition to replacing select utility lids, updating the roadway markings, and replacing the existing signal loop detectors.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Notifications will be sent to residents adjacent to the work activity in advance of construction.
- **Outreach Methods and Results:**  
Staff has created a website for the project and will send out letters and postcards to residents adjacent to the work activity. City will also post construction notifications on the roadway and post traffic alerts.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

\$428,448- Construction Contract

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

**Budget Offer Number:**

CIP- Pavement Repair Program

**Budget Priority:**

Vibrant and Connected

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

**If yes, explain:**

N/A

**Funding source(s):**

Real Estate Excise Tax

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Award of bid must occur within forty-five (45) days of the bid opening (which occurred on June 7<sup>th</sup>, 2023) or the contractor may withdraw their bid.

**ANTICIPATED RESULT IF NOT APPROVED:**

Not approving contract will result in delaying construction, increasing the cost to complete the project.

**ATTACHMENTS:**

Attachment A: Vicinity Map

Attachment B: Additional Project Information







## Attachment B – Additional Project Information

### 2023 Pavement Repairs

#### Bid Results

The project was advertised in the *Daily Journal of Commerce* on May 24, 2023 and May 31, 2023. Bids were received and opened on June 7, 2023. The City received two bids which are summarized below.

Bidder	Bidder Location	Bid Amount
<b>Watson Asphalt Paving Co. Inc.</b>	<b>Redmond, WA</b>	<b>\$428,448.00</b>
Lakeside Industries	Issaquah, WA	\$514,920.00
<b>Engineer's Estimate</b>		<b>\$472,959.00</b>

All bidders' prices, extension and additions have been checked for accuracy and unbalanced bid items. The contractor's references were checked and found to be acceptable. Low bid identified on June 7, 2023 was Watson Asphalt Paving Co.; however City was notified by Watson on July 7, 2023 that Watson was being acquired by Lakeside Industries. Watson has agreed to honor the bid price of \$428,448.00, but will construct the project officially as Lakeside Industries.

#### Fiscal Information

##### Current Budget

2023-2024 Pavement Repair	\$935,000
Program beginning fund balance	

##### Estimated Project Costs

Design	\$25,000
Construction	\$441,000
Contingency	\$44,100
<b>Total Estimated Project Cost</b>	<b>\$535,100</b>

<b>Budget Difference</b>	<b>+\$424,900</b>
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Remaining program budget will be spent through 2024 on other pavement repair projects such as additional asphalt overlays, and preventative maintenance projects such as slurry seals.





## Memorandum

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-102  
**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	Mike Paul	Senior Engineer (Consultant)
Public Works	Steve Gibbs	Construction Supervisor
Public Works	Jon Spangler	Engineering Manager

**TITLE:**

Approval of the Redmond Technology Station Pedestrian/Bicycle Bridge Operation and Maintenance Agreement with Microsoft

**OVERVIEW STATEMENT:**

This agreement between the City of Redmond and Microsoft outlines responsibilities for ownership, maintenance, and funding for the Redmond Technology Station (RTS) Pedestrian Bridge. Under this agreement Microsoft will reimburse the City of Redmond for operation/maintenance/repair/replacement costs related to certain enhanced features of the bridge including the canopy fabric, landscaping, irrigation, planters, a portion of the drainage system, and other elements. The agreement takes effect when Microsoft conveys the bridge to the City of Redmond, which is expected in early 2024.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Revised Code of Washington 39.80 and City Purchasing Policies and Procedures requires Council authorization for the Mayor to sign the contract.
- **Council Request:**  
N/A



- **Other Key Facts:**  
The maintenance costs???

**OUTCOMES:**

This pedestrian/bicycle bridge will improve mobility, safety, and accessibility in the Overlake neighborhood by providing a new east-west trail connection across SR 520 for pedestrians and bicyclists to access the light rail stations, SR520 bike trail, and other destinations. The Operations and Maintenance Agreement provides for Microsoft to reimburse the City for expenses incurred for the operation, maintenance, repair, and replacement costs of certain elements of the bridge.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

**Budget Offer Number:**  
CIP  
Other - Microsoft /City of Redmond Construction Agreement

**Budget Priority:**  
CIP

**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
7/5/2023	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:**

This agreement needs to be in place before the completed bridge is conveyed from Microsoft to the City of Redmond.

**ANTICIPATED RESULT IF NOT APPROVED:**

The City of Redmond will not be reimbursed for Microsoft's share of the operation, maintenance, repair, and replacement costs for the bridge.

**ATTACHMENTS:**

Attachment A: Redmond Technology Station Pedestrian/Bicycle Bridge Operation and Maintenance Agreement

**REDMOND TECHNOLOGY STATION PEDESTRIAN/BICYCLE BRIDGE**  
**OPERATION AND MAINTENANCE AGREEMENT**

THIS OPERATION AND MAINTENANCE AGREEMENT (this “Agreement”) is entered into as of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between the CITY OF REDMOND, a Washington municipal corporation (the “City”), and MICROSOFT CORPORATION, a Washington corporation (“Microsoft”), collectively “Parties” and individually “Party.”

**RECITALS**

- A. Sound Transit is constructing the East Link light rail project to extend light rail service between downtown Seattle and the Overlake area of Redmond. The East Link project includes a light rail station at Redmond Technology Station (“RTS”), a public transit facility owned by Sound Transit;
- B. The Parties have entered into the Agreement for Construction of Redmond Technology Station Pedestrian/Bicycle Bridge dated as of June 3, 2019 (the “Bridge Agreement”) which provides for the design and construction of a pedestrian/bicycle bridge (the “Bridge”) as shown on Exhibit A attached hereto and incorporated herein by this reference;
- C. The Bridge will be connected to the RTS by a direct access ramp that allows pedestrians and bicyclists to access public transit from the Bridge;
- D. The Bridge transitions at the east end of the Bridge to a route across Microsoft real property to NE 36<sup>th</sup> Street and 156<sup>th</sup> Avenue NE (the “East Campus Route”) and at the west end of the bridge to a route across Microsoft real property to the SR 520 Bike Trail (the “West Campus Route”). Each of these routes are shown on Exhibit A;
- E. The Bridge Agreement provides for the Parties to enter into a separate agreement to establish ownership and responsibilities for operating and maintaining the Bridge and approaches;
- F. As described in the Bridge Agreement, the Parties believe that the Bridge serves an important function to provide pedestrians and bicyclists safe, convenient access to public transit, the SR 520 bike trail, surrounding businesses and neighborhoods, and desire to enter into this Agreement to establish clear roles and responsibilities for each Party for the ongoing maintenance, operations and repair of the Bridge; and
- G. The Bridge Agreement provides that, subject to the City’s final written acceptance of the completed Bridge, the City shall own and have primary responsibility for the operation and maintenance of the Bridge. Microsoft shall provide certain assistance in such operation and maintenance, as further described in this Agreement.

THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties therefore agree as follows:

## AGREEMENT

### 1.0 OWNERSHIP

The Bridge spans real property owned by four separate entities: Microsoft, the City, Sound Transit, and the Washington State Department of Transportation (“WSDOT”). Exhibit A shows the location of City right-of-way, easements, and leases that support the ownership, operation, and maintenance of the Bridge and provide for public access.

#### 1.1 City Ownership

The City owns 156th Ave NE and NE 36<sup>th</sup> Street and the air rights above those streets. By separate instrument, and upon final written acceptance by the City, Microsoft will transfer and convey to the City the completed Bridge along with any easements necessary for the City to perform its obligations under this Agreement, Microsoft will retain ownership of specific facilities located on the Bridge as shown in Exhibit B and described in Section 1.2 of this Agreement.

By separate instrument, the City will obtain a permanent easement from Sound Transit for the construction, reconstruction, operation, and maintenance of those portions of the Bridge located on Sound Transit’s RTS property. Microsoft will provide easement exhibits and legal descriptions and pay for any and all costs associated with easement acquisition.

The City has entered into a trail lease with WSDOT for construction, reconstruction, operation, and maintenance of those portions of the Bridge located in the WSDOT right-of-way.

#### 1.2 Microsoft Ownership

Microsoft owns the real property on which the east and west termini of the Bridge landings and approaches are located. By separate instrument, Microsoft will convey permanent easements to the City for the following purposes:

- A. Construction, reconstruction, operation, and maintenance of those portions of the Bridge and appurtenances located on or over Microsoft’s real property.
- B. Public, emergency vehicle, and maintenance vehicle access from the bridge terminus on Microsoft’s West Campus to the SR 520 Bike Trail.
- C. Public, emergency vehicle, and maintenance vehicle access from the bridge terminus on Microsoft’s East Campus to the NE 36<sup>th</sup> St public right of way.
- D. The right to connect the drainage system for the Bridge to the drainage system on the Microsoft Campus and to discharge drainage from the Bridge into the Microsoft drainage system. The City will not be obligated to pay Microsoft for discharge of the drainage from the Bridge or to share in any maintenance or other costs related to Microsoft’s drainage

system; provided, however, the City is obligated to repair any damage to Microsoft's drainage system caused by Bridge drainage.

E. Microsoft will own certain facilities located on the Bridge as described below and shown in Exhibit B, subject to the requirements of this Agreement and the latest version of the Telecommunications Right of Way Use Agreement or Telecommunications Master Permit Agreement between the City and Microsoft.

- A. Six Microsoft communications conduits, hanger systems, and appurtenances located under the bridge deck.
- B. The right to use vacant conduit pathways (4 blockouts) unused by PSE to install conduits at a future date and secure them as necessary.
- C. Microsoft wayfinding signage (see Section 2.6) placed on the Bridge.

## **2.0 RESPONSIBILITIES**

The Parties have agreed to allocate responsibilities for the operation and maintenance of the Bridge in accordance with the O&M Matrix attached as Exhibit B and the following provisions:

### **2.1 City Responsibilities**

The City shall maintain, repair, and replace those elements of the Bridge designated as being the City's maintenance responsibility in the "maintenance responsibility" column on Exhibit B attached hereto and incorporated herein by this reference. Such maintenance, repair, and replacement shall be at the City's sole expense except for those elements and locations designated as Microsoft's funding responsibility in the "funding responsibility" column on Exhibit B. The City shall maintain those elements of the Bridge in good condition and repair in accordance with generally accepted public infrastructure management. The City shall also maintain and repair the structure and foundation of the Bridge and conduct periodic physical inspections of the Bridge structure. City responsibilities may be conducted by City staff, another delegated public agency, or a hired third-party contractor at the City's discretion

For those elements designated on Exhibit B as the City's maintenance responsibility and Microsoft's funding responsibility, Microsoft shall reimburse the City for the City's actual cost of maintenance, repair, and replacement. For periodic routine maintenance, the City may invoice Microsoft no more frequently than once per month and Microsoft shall make payment in full within 30 days of the date of the invoice and supporting paid invoices. For repair and replacement, the City shall invoice Microsoft upon completion of the repair or replacement and Microsoft shall make payment within 30 days of the date of the invoice.

When hiring third-party contractors to perform annual maintenance, repair, replacement, or operation of the Bridge, whether for City responsibilities or for Microsoft responsibilities, the City shall afford Microsoft the opportunity to propose certain bidder qualifications prior to issuing a

request for proposals or other call for bids to perform the work. Prior to finalizing any contract with such a third-party contractor, the City shall provide the contract to Microsoft for its review. Microsoft shall review the contract(s) and scope of work and provide comments within ten (10) business days after delivery of the contract to Microsoft. The City shall consider in good faith Microsoft's requested bidder qualifications and contract comments to the extent reasonable and practical, but the final decision as to bidder qualifications and the terms of the contract shall be within the City's sole discretion. The City will notify Microsoft of the City's decision to modify or not modify the contract documents based on Microsoft's comments and provide Microsoft with the City's reasoning. If the proposed scope of work changes the design of the Bridge in such a way as to significantly increase any costs that are Microsoft's responsibility, the City will consult with Microsoft prior to making such change. If the design change would increase Microsoft's costs and Microsoft does not agree with the change, the City retains the authority to approve the change but shall be responsible for any increased cost.

When entering into a contract with third-party contractors to provide non-routine repairs of the Bridge, the City is not required to seek Microsoft input, but the City shall provide notice of such repair work in accordance with Section 2.5 below.

## **2.2 Microsoft Responsibilities**

Microsoft shall inspect, maintain, repair, and replace those elements of the Bridge designated as being Microsoft's responsibility in the "maintenance responsibility" column on Exhibit B. Such maintenance, repair, and replacement shall be at Microsoft's sole expense. Microsoft may perform its maintenance, repair and replacement responsibilities by using its own personnel or by contracting with a third-party contractor approved by the City. Microsoft shall be required to maintain the elements designated as Microsoft's maintenance responsibility on Exhibit B in a reasonably safe ADA-compliant condition, including making repairs as hazardous conditions are reported either to the City or to Microsoft directly by the traveling public. Microsoft shall also be required to perform an inspection of the elements designated as Microsoft's maintenance responsibility on Exhibit B at least annually. Any hazardous conditions discovered during the inspection shall also be repaired at the cost of and by Microsoft and contractors hired by Microsoft. Should the City receive any reports from the public regarding hazardous conditions related to the elements designated as Microsoft's maintenance responsibility on Exhibit B, the City will notify Microsoft of such report.

Microsoft shall provide "as built" drawings, permanent easements, construction records, and other project closeout documents to the City prior to the City's acceptance of the Bridge.

Microsoft may perform snow and ice removal on the City-owned portion of the Bridge when conditions warrant. All such snow and ice removal shall be at Microsoft's sole cost and expense. Microsoft shall notify the City when such snow and ice removal will be performed by Microsoft.

## **2.3 Cooperation, Good Faith Efforts and Responsibility for Quality of Work**

The Parties understand and agree that the successful execution of this Agreement depends upon timely and open communication and cooperation between the Parties. Each Party shall be

responsible for the quality, technical accuracy, timelines, and coordination of all services performed by such Party, its employees and contractors pursuant to this Agreement. The Bridge shall be maintained and operated to the level of service (LOS) specified in Exhibit C or to a standard as good or better than comparable public facilities of the City if no standard is specified. If Microsoft believes the City is not maintaining the Bridge in accordance with the terms of this Agreement, Microsoft may notify the City of Microsoft's concerns. If the City disagrees with Microsoft, either party may invoke the dispute resolution process set forth in Section 6.0. If the City agrees with Microsoft, the City will notify Microsoft of the City's intention to bring performance of its maintenance activities into compliance and shall do so within such period as the City deems reasonable and practical; provided, however, if Microsoft deems it imperative to immediately provide maintenance or repairs it deems necessary, it may do so at Microsoft's expense. In such situations Microsoft shall notify the City when such maintenance or repairs will be performed by Microsoft.

If Microsoft desires to enhance the LOS provided for in Exhibit C, Microsoft shall notify the City and the Parties shall meet within thirty (30) days after delivery of the notice, The City and Microsoft will discuss and determine what needs to be done to elevate the standard of maintenance and operation and how any additional costs for enhanced LOS will be allocated. The parties shall attempt in good faith to resolve disagreements between Microsoft and the City over whether to provide an enhanced level of service or regarding the allocation of costs for such an enhanced level of service by following the dispute escalation process in Section 6.4. The final decision regarding whether an enhanced level of service will be provided or whether the City will pay any of the costs for such an enhanced level of service shall, however, be within the City's sole discretion and the City's decision shall not be subject to suit or other remedy by Microsoft under Section 6.5.

The LOS provided for in Exhibit C may be modified by mutual agreement of the parties. Modification shall not require approval by the Redmond City Council as long as the cost of the modified LOS is within approved budget limitations.

## **2.4 Bridge Hours of Operation**

The Bridge will be open to the public seven (7) days per week, twenty-four (24) hours per day per the requirement in the WSDOT trail lease except for periods when maintenance or repair of the Bridge or a police or emergency medical response requires its closure.

## **2.5 Access and Notification of Work**

Each Party shall allow reasonable access by the other Party to those portions of its property necessary to maintain and operate facilities and systems and to carry out the terms of this Agreement.

The City shall prepare in December of each year an annual schedule of routine maintenance. The City shall provide the schedule to Microsoft for review and comment, but the final decision on the routine maintenance schedule shall be within the City's sole discretion. No notice of routine maintenance other than the annual schedule is required.

The Parties agree that routine maintenance typically will not result in closure of the Bridge. Routine maintenance, such as sweeping, cleaning, graffiti removal, and normal trash collection, may require cordoning off portions of the Bridge in the immediate area of the work, but should allow for passage of pedestrians and bicyclists across the length of the Bridge. The Parties agree to notify each other by phone or email as soon as is reasonably possible for emergency maintenance and operations activities that require immediate action. The Parties shall conduct or direct their work so as not to unreasonably interfere with, obstruct, or endanger the operations of each Party's properties.

Major maintenance or repair work is any work that requires closure of the Bridge. If either Party intends to perform major maintenance or repair work requiring closure of the Bridge, whether the work is on the Bridge itself or on other facilities of the Parties located in the vicinity of the Bridge, such Party shall provide at least forty-five (45) days prior written or electronic notice of such major maintenance or repair work to the other Party. A shorter notification period may be provided in the event of emergency repair, with the Party doing the work providing notice to the other Party as soon as is reasonably practicable under the circumstances.

The City shall prepare plans and a construction schedule for any major maintenance or repair of the Bridge, and Microsoft shall be provided an opportunity to review the documents and provide comments prior to the work being performed. Microsoft shall provide comments within fifteen (15) business days of receiving the documents. The City shall consider Microsoft's comments in good faith to the extent reasonable and practical, but the final decision on the plans and construction schedule shall be within the sole discretion of the City. To the extent reasonably practical, the City will perform its operations in a manner that minimizes disruption to transit operations at RTS.

The City will coordinate any scheduled closures of the Bridge with Microsoft to avoid closures during planned major events on Microsoft's campus.

## **2.6 Signage**

The City shall be responsible at its sole expense for installing, cleaning, maintaining, repairing, and replacing, in whole or in part, all regulatory signage and other City signage on the Bridge. Microsoft shall have the right to place any wayfinding signage on the Bridge consistent with the style and content on the Microsoft Campus provided that the same meets any requirements of the City's sign regulations. Microsoft shall be responsible at its sole expense for installing, cleaning, maintaining, repairing, and replacing, in whole or in part, wayfinding signage on the Bridge for Microsoft and its facilities. Advertising signage shall not be installed on the Bridge, by Microsoft or others.

## **2.7 Security**

The City shall be responsible for providing police services related to a 911 emergency response due to an incident on the Bridge, provided that nothing in this subsection is intended to create any duty on the part of the City to any individual or class of individuals or to create any special relationship between the City and Microsoft, or any other person or entity regarding such police



services. The City makes no representations or warranties as to the safety or security of any person by entering into this Agreement and the parties agree that the City has no greater or lesser duty to provide police services to persons on the Bridge than it does with regard to the general public in providing police services throughout the City. Microsoft may, periodically and at its discretion, deploy security patrols of the Bridge by its private security personnel. Such personnel shall at all times be considered the sole agents of Microsoft and not the City, and the City shall have no responsibility for the actions of such personnel.

#### **2.8 Reimbursement by Microsoft**

The City shall initially pay for any work that is to be performed by the City but paid for by Microsoft. Microsoft shall reimburse the City for such payment within thirty (30) days after receipt of evidence from the City that the work has been paid for.

#### **2.9 Reimbursement by the City**

If Microsoft undertakes any work on the Bridge at the City's request, the City shall reimburse Microsoft for the cost of such work within thirty (30) days after receipt of evidence from Microsoft that the work has been paid for.

### **3.0 INSURANCE**

The Parties acknowledge that the City insures its operations under its General Liability program. Liability associated with the operation and maintenance of the Bridge pursuant to this Agreement will also be covered by that program. The City shall also purchase or maintain property insurance insuring the full replacement value of the Bridge for fire and extended perils including earthquake coverage. The City shall cause its insurer to name or list Microsoft as an additional insured under the City's General Liability program for claims related to the City's operation and maintenance of the Bridge. The City shall deliver to Microsoft a certificate of insurance confirming that the City has the insurance required by this Section 3.0. Any notice of cancellation of such insurance received by the City shall be delivered promptly to Microsoft. Microsoft shall be solely responsible for obtaining any insurance deemed necessary by Microsoft for claims related to the maintenance and operations responsibilities of Microsoft under this Agreement.

Microsoft shall purchase and maintain general commercial liability insurance covering those elements of the Bridge or its approaches that are owned or maintained by Microsoft. Such general liability insurance shall have coverage limits of no less than \$5,000,000 per occurrence/aggregate. In addition, Microsoft shall purchase and maintain property insurance insuring the full replacement value of those elements of the Bridge or its approaches that are owned or maintained by Microsoft. Microsoft shall cause its insurer to name or list the City as an additional insured on Microsoft's general commercial liability insurance for claims related to Microsoft's operation and maintenance of those elements of the Bridge or its approaches owned or maintained by Microsoft. Microsoft shall deliver to the City a certificate of insurance confirming that Microsoft has the insurance required by this Section 3.0. Any notice of cancellation of such insurance received by Microsoft shall be delivered promptly to the City. The City shall be solely responsible for obtaining any insurance deemed necessary by City for claims related to the maintenance and operations responsibilities of the City under this Agreement.

Microsoft may, at its option, meet the above insurance requirements via commercial insurance, self-insurance, alternative risk financing solutions, or a combination of these options.

#### **4.0 REPAIR, REPLACEMENT, OR TRANSFER OF BRIDGE**

If the City should determine at some future time that it no longer wishes to own the Bridge and desires to transfer ownership of the Bridge, the City shall provide written notice of such facts to Microsoft. Microsoft shall have one hundred eighty (180) days to determine whether it desires to assume ownership of the Bridge. If Microsoft elects to assume ownership of the Bridge, the City shall transfer ownership of the Bridge, without cost or any warranty except for unencumbered title, along with all maintenance and operational records, equipment, and supplies, to Microsoft. The City shall also assign to Microsoft the trail lease and air rights with the Washington State Department of Transportation (“WSDOT”) if the same is assignable by its terms and shall grant to Microsoft the right to occupy the air space above NE 156th Street. If the WSDOT trail lease is not assignable, then Microsoft shall be solely responsible for obtaining such rights from WSDOT as are necessary for the Bridge to occupy air space above SR 520. If the City is unable to assign the trail lease and Microsoft is unable to obtain a lease from WSDOT, the Bridge shall not be transferred to Microsoft. If the Bridge is transferred to Microsoft, then Upon completion of the transfer, Microsoft shall assume the City’s obligations under this Agreement and the City will have no further obligations or responsibilities thereafter with respect to the Bridge. This assignment shall not relieve the City of obligations or liabilities incurred prior to the transfer of ownership.

If Microsoft does not elect to assume ownership of the Bridge or if the rights cannot be obtained from WSDOT for Microsoft, the City may approach other public agencies on assuming ownership of the Bridge provided that: the City, WSDOT, and Microsoft consent to the transfer. If the above conditions are met, the Parties shall follow the procedures in this Section 4.1 to transfer the City’s interest to said public agency.

If neither Microsoft nor a public agency desire or is able to assume ownership of the Bridge, the Parties shall endeavor to find a third party to assume ownership of the Bridge. If a third party cannot be located within one (1) year after Microsoft has determined that neither it nor any other public agency wishes to assume ownership of the Bridge, the City shall have the right to have the Bridge dismantled at the City’s expense. If this option is exercised, the City shall complete at its expense all work necessary to leave the RTS property in a safe and operational condition.

Notwithstanding the foregoing, the City shall not transfer ownership of the Bridge during the initial term of the WSDOT trail lease.

#### **5.0 LIABILITY, INDEMNIFICATION**

5.1 To the extent permitted by law, each of the Parties to this Agreement shall protect, defend, indemnify, and hold harmless the other Parties, and their officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgment, damages or liability of any kind including injuries to persons or damages to property, if and to the extent they arise out of, or in any way result from, or are connected to, or are due to any negligent acts or omissions or intentional misconduct of the indemnifying Party. No Party will be

required to indemnify, defend, or hold harmless another Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence or intentional misconduct of the Party seeking indemnification. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of any Party's own negligence.

Each of the Parties agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties hereby waives with respect to the other Parties only, any immunity that would otherwise be available under the industrial insurance provisions of Title 51 RCW against the claims to which the indemnity extends. **The Parties agree that this section has been specifically and mutually negotiated by each of the Parties.**

In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party, shall assume all costs of defense thereof, including legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party. In the event that any Party incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this section, all such reasonable fees, costs and expenses shall be recoverable by the prevailing Party.

5.2 Each Party shall bear full responsibility for any and all tax liabilities owed by that Party that may arise in relation to this Agreement, and each Party shall fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by other Parties arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest that are assessed by any tax authority against the indemnifying Party and further including all attorneys' fees and costs incurred in response to any claims or assessments by any tax authority against the indemnifying Party, its officers, agents and employees.

5.3 Consistent with the Parties' indemnification obligations herein, the Parties shall give each other, as applicable, prompt notice of any claims directly affecting any Party about which the other Parties have received formal notification. The Parties, as applicable, shall promptly assume responsibility for the claim or undertake the defense of any litigation on behalf of the other Parties. The Parties shall cooperate fully with any Party, as applicable, in the defense of any claim associated with this Agreement. The Parties shall not settle any claim associated with this agreement directly affecting any other Party, as applicable, without the prior written consent of such party, which consent shall not be unreasonably withheld.

5.4 Third Party Contract Clauses. All consultant and construction contracts entered into by a Party for work related to the Bridge shall include both Parties as third-party beneficiaries indemnified by the contractor or consultant to the same extent as the Party to the third-party contract is indemnified and named as additional insureds on any policies required under the third party contract.

5.5 The indemnification obligations provided in this Section shall survive termination of this Agreement for any claim or liability arising out of an event or occurrence that took place prior to such termination.

## **6.0 DISPUTE RESOLUTION**

6.1 The Parties agree that no Party shall take or join any action in any judicial or administrative forum to challenge actions of another Party associated with this Agreement or the Project, except as set forth herein.

6.2 Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process.

6.3 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.

6.4 The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

A. Level One - The City's Designated Representative, and Microsoft's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, any Party may refer the dispute to Level Two.

B. Level Two - The City's Public Works Director, and Microsoft's Senior Director for Puget Sound Real Estate and Facilities shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, any Party may refer the dispute to Level Three.

C. Level Three - The City Mayor or Designee, and Microsoft's General Manager for Real Estate and Facilities shall meet to discuss and attempt to resolve the dispute in a timely manner.

6.5 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within twenty-one (21) days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation or arbitration. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, no Party has an obligation to agree to refer the dispute to mediation, arbitration, or other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

## **7.0 DEFAULT**

No Party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure; provided that in no event shall a cure take longer than ninety (90) days to complete without mutual written consent. Any dispute regarding the existence of a default or appropriate cure shall be handled through the dispute resolution process described in Section 6.

## **8.0 REMEDIES; ENFORCEMENT**

8.1 The Parties reserve the right to exercise any and all remedies available at law or in equity, singly or in combination, and subject to and consistent with the dispute resolution and default Sections of this Agreement, in the event of a breach of this Agreement, including, but not limited to:

- A. Commencing an action at law for monetary damages;
- B. Commencing an action for equitable or other relief; and
- C. Seeking specific performance of any provision that reasonably lends itself to such remedy.

8.2 Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

8.3 No Party shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure by another Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in another Party's conduct.

## **9.0 DESIGNATED REPRESENTATIVES.**

9.1 Each Party shall designate a representative who shall be responsible for coordination of communications between the parties regarding the matters set forth in this Agreement and who shall act as the primary point of contact for each Party. The Designated Representatives shall communicate as necessary to discuss the status of the tasks to be performed, identify upcoming decisions and provide any information or input necessary to inform those decisions, and to identify and resolve disputes related to the operation and maintenance of the Bridge in a timely manner.

The Designated Representatives are as follows:

## Microsoft:

Mohan Reddy  
Director, Puget Sound Facilities - GWS  
(425)-706-3721  
[mohand.redd@microsoft.com](mailto:mohand.redd@microsoft.com)

## City of Redmond:

Chris Stenger  
Deputy Director of Public Works  
City of Redmond  
15670 NE 85th Street  
P.O. Box 97010  
Mail Stop MOC PW  
Redmond, WA 98073-9710  
(425) 556-2870  
[cstenger@redmond.gov](mailto:cstenger@redmond.gov)

9.2 Communication of issues, changes, or problems that may arise with any aspect of the operation or maintenance of the Bridge should occur as early as possible. The Designated Representatives shall use reasonable efforts to provide up-to-date and best available information to the other party promptly after such information is obtained or developed.

9.3 Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives by written notice to the other Parties during the term of this Agreement.

## 10.0 NOTICES

10.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representatives.

10.2 Unless otherwise provided herein, all notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Designated Representatives as listed herein, followed by delivery by methods (i) – (iii) above unless the recipient acknowledges receipt of the electronic communication.

## 11.0 ANNUAL REVIEW

An oversight committee that shall consist of the City's Public Works Director and Fire Marshal and Microsoft's Director of Real Estate and Facilities, or their designees (the "Oversight Committee"), shall meet on the third Tuesday in January during the term of this Agreement to report on the status of the implementation of this Agreement and make any operational adjustments deemed necessary. Additional meetings shall occur as necessary.

## 12.0 GENERAL PROVISIONS

12.1 The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Redmond City Council are recognized to be legislative actions. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement provided, however, that where such actions or documents required must be first approved by vote of the Redmond City Council, such actions are recognized to be legislative actions.

12.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

12.3 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Microsoft and the City.

12.4 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to “days” shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

12.5 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

12.6 No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

12.7 This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.

12.8 Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.

12.9 The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible or impracticable by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slowdowns, or power outages exceeding available back-up power supplies; government mandated shut downs due to pandemics or other causes, or other events beyond the control of the Parties. This Agreement shall not be revoked or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself

back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of all parties' employees or property, or the health, safety, and integrity of the public, public right-of-way, or public or private property.

12.10 This Agreement may be amended only by a written instrument executed by each of the Parties hereto.

12.11 This Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.

12.12 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.

12.13 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.

12.14 All exhibits attached to this Agreement are hereby incorporated into this Agreement.

12.15 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

12.16 This Agreement may not be assigned by any of the Parties nor the obligations transferred without the consent of the other Parties in their sole discretion.

12.17 To the extent the plans for the Bridge change subsequent to the Effective Date, Exhibit A shall be updated to reflect the as-built condition of the Bridge when construction of the Bridge is complete.

## **12. TERM**

This Agreement shall take effect as of the date Microsoft transfers the Bridge to the City by bill of sale or other instrument and remain in effect until such date as the Bridge may be permanently decommissioned or removed from service, or by mutual agreement of the Parties.

[Signatures on following page.]



**THE CITY OF REDMOND**

By: \_\_\_\_\_  
Angela Birney, Mayor

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

Authorized by Ordinance \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
James Haney, City Attorney

**MICROSOFT CORPORATION**

By: \_\_\_\_\_  
Michael Ford, VP, Global Workplace Services

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

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**EXHIBIT A**

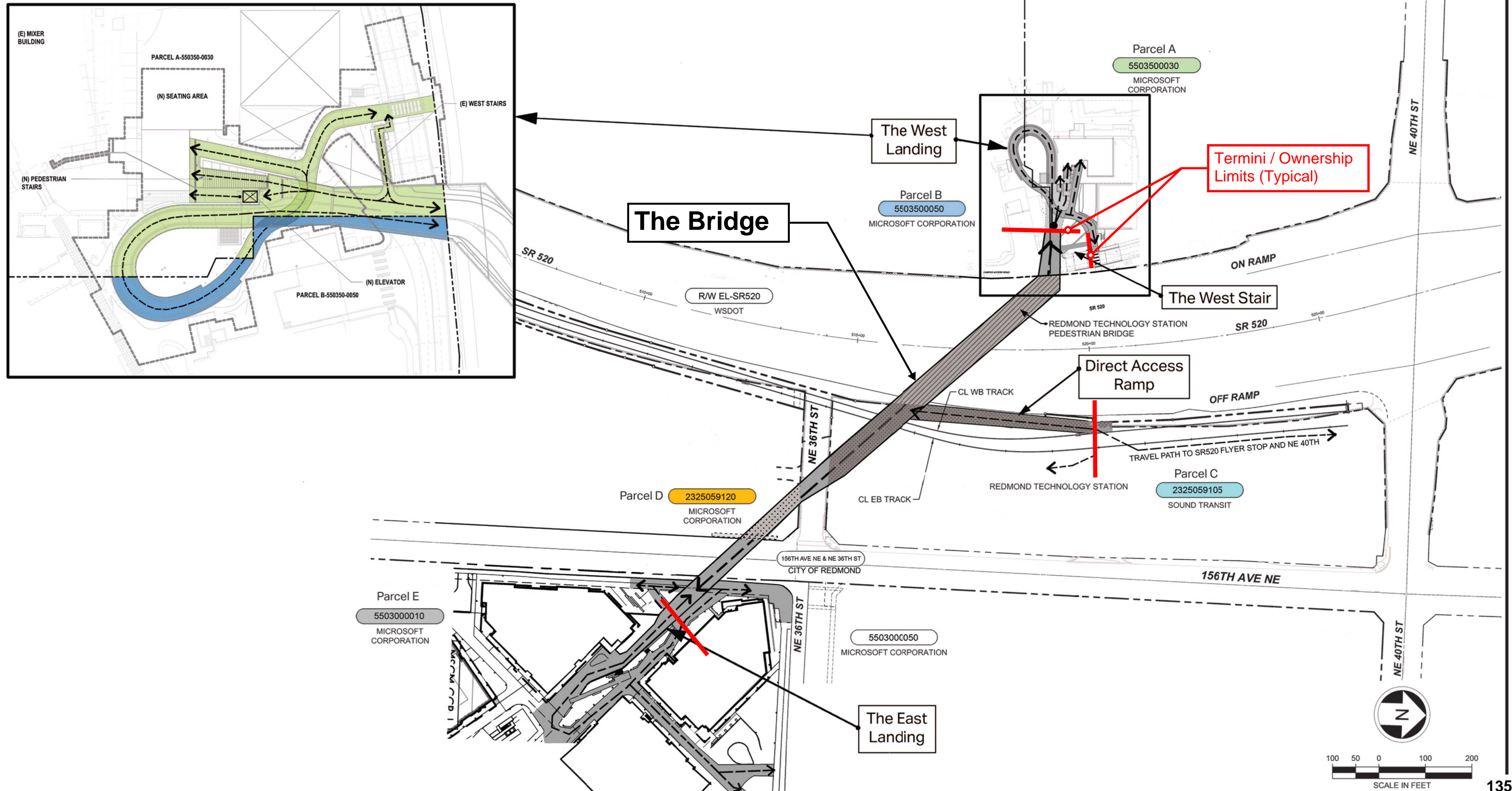
**BRIDGE OWNERSHIP, LIMITS, AND EASEMENT MAP**

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KEY	PARCEL (King Co. Assessor ID)	KEY	PROPERTY RIGHTS	GRANTOR	GRANTEE
A	5503500030		EASEMENT (ACCESS)	MICROSOFT CORP	CITY OF REDMOND
A	5503500030		EASEMENT (RIGHT OF WAY)	MICROSOFT CORP	CITY OF REDMOND
B	5503500050		EASEMENT (ACCESS)	MICROSOFT CORP	CITY OF REDMOND
B	5503500050		EASEMENT (RIGHT OF WAY)	MICROSOFT CORP	CITY OF REDMOND
C	2325059105		EASEMENT (ACCESS/UTILITIES)	SOUND TRANSIT	CITY OF REDMOND
C	2325059105		EASEMENT (DRAINAGE)	SOUND TRANSIT	CITY OF REDMOND
D	2325059120		EASEMENT (RIGHT OF WAY)	MICROSOFT CORP	CITY OF REDMOND
D	2325059120		EASEMENT (SIDEWALK/STREETLIGHT)	MICROSOFT CORP	CITY OF REDMOND
E	5503000010		EASEMENT (ACCESS)	MICROSOFT CORP	CITY OF REDMOND
E	5503000010		EASEMENT (RIGHT OF WAY)	MICROSOFT CORP	CITY OF REDMOND
	N/A (R/W EL-SR520)		TRAIL LEASE PTR-1-13382	WSDOT	CITY OF REDMOND

 EXTEND OF BRIDGE LIMITS

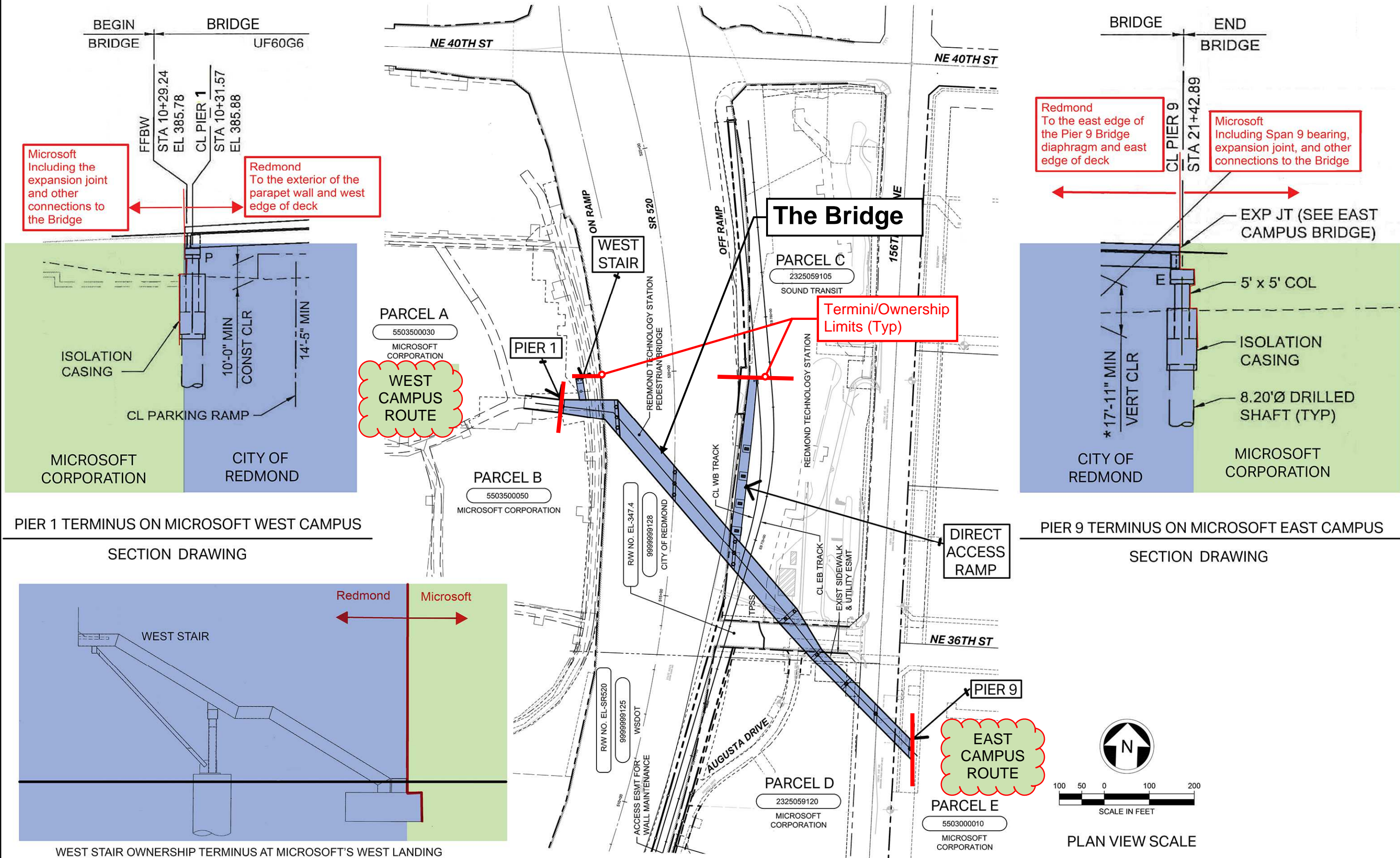
←→ PATH OF PUBLIC ACCESS ON BRIDGE AND DIRECT ACCESS RAMP



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EXHIBIT A-2: BRIDGE OWNERSHIP AT TERMINI



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**EXHIBIT B**

**OWNERSHIP, MAINTENANCE, AND FUNDING RESPONSIBILITIES**

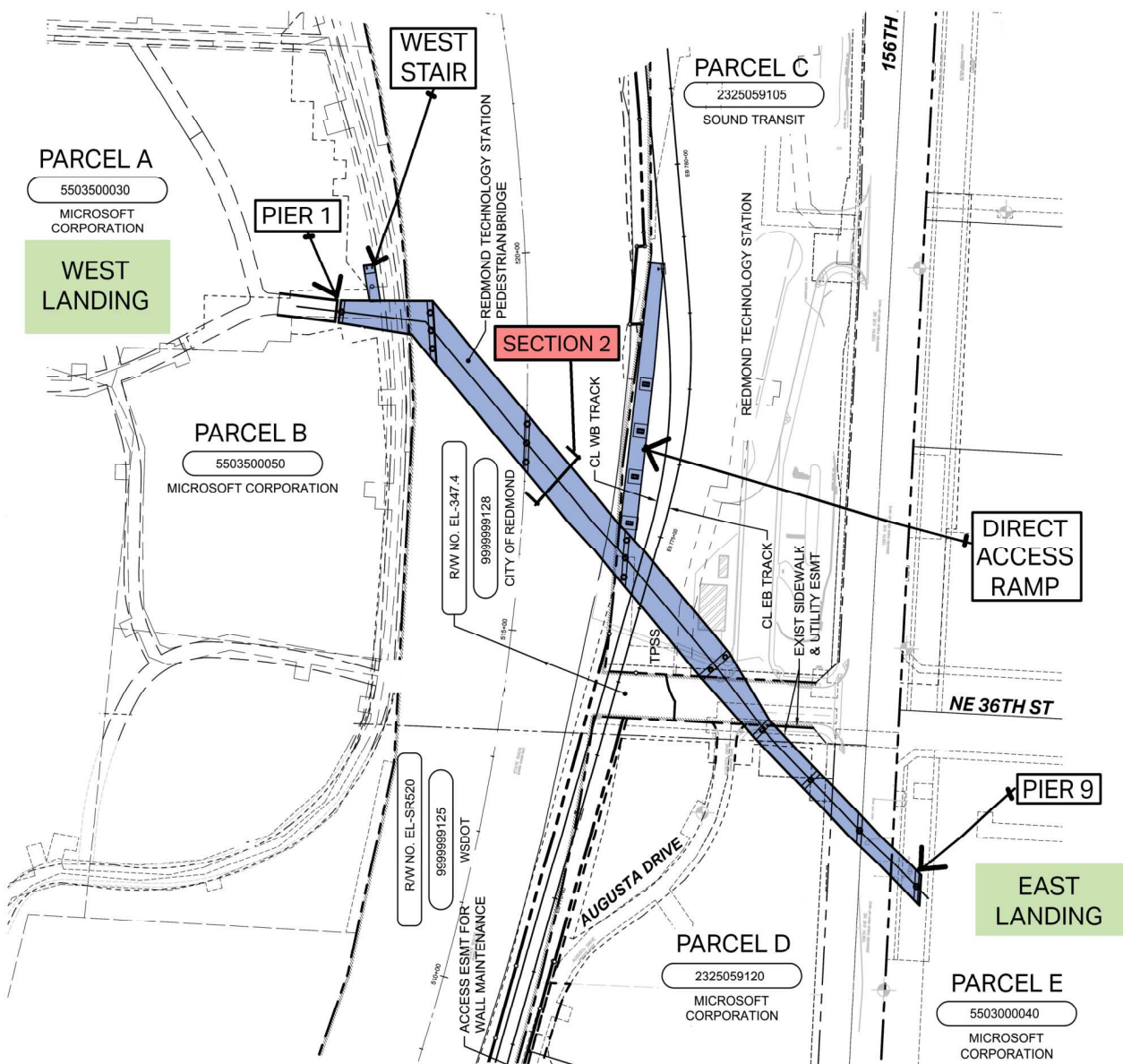
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**EXHIBIT B-1**

RTS Pedestrian Bridge and Direct Access Ramp Ownership, Maintenance and Funding Responsibilities	Ownership		Maintenance Responsibility		Funding Responsibility		Notes
	City	Microsoft	City	MS	City	Microsoft	
Description of Elements	City	Microsoft	City	MS	City	Microsoft	
Foundations	X		X		X		
Columns, Caps, and Bearings	X		X		X		
I-Girders and Box Girders	X		X		X		
Deck Surface	X		X		X	X	City funds basic LOS, Msft funds enhanced LOS
Structural Deck, Barriers, Median Walls, and Curbs	X		X		X		Integral with the structural deck
Expansion Joints	X		X		X		
Landscaping Planters - All Components	X		X			X	Includes precast concrete planter walls, waterproofing systems, soil, mulch, rain gardens, and other components not integral with the structural deck
Landscaping Plantings	X		X			X	
Storm Drainage System - Drains and Pipes	X		X		X	X	All components EXCEPT canopy downspouts, gutters, and helical downspout assemblies. Funding responsibility split 50/50 between the City and Microsoft
Canopy - Structural Support Elements	X		X		X		Concrete pedestals, painted steel frames and masts
Canopy - Painting of Structural Support Elements	N/A		X		X		
Canopy - Tensile Fabric, Fastening Systems, and Other Components	X		X			X	Work performed by Fabritech
Canopy - Downspouts, Gutters, and Helical Downspout Assemblies	X		X			X	
Canopy - Cleaning and Bird Control	N/A	N/A	X			X	
West Stairs	X		X		X		
Railings	X		X		X		Steel and aluminum railing on the DAR, West Stairs, and top of concrete barrier
East Campus Approach - Pier 9 to City ROW		X		X		X	Outside limits of City ownership and maintenance contract
West Campus Approach - Pier 1 to SR520 bike trail		X		X		X	Outside limits of City ownership and maintenance contract
Fiber Optic Conduits - Microsoft		X		X		X	Outside scope of City manitenance contract
Conduits - City	X		X		X		
Illumination System	X		X		X		City pays for power
Irrigation and Domestic Water Supply Systems	X		X			X	All components behind the meter. Microsoft pays for water
Security - Cameras, conduits, junction boxes	X		X		X		Conduits and junction boxes installed during construction for possible future camera installation.
Snow and Ice Removal	N/A	N/A	X		X	X	City funds basic LOS within limits of City ownership, Msft funds enhanced LOS and areas outside City ownership
Grafitti and Vandalism - On maintenance items funded by Microsoft	N/A	N/A	X			X	
Grafitti and Vandalism - On maintenance items funded by City	N/A	N/A	X		X		
Garbage Pick-Up	N/A			X		X	Garbage receptacles at east and west Bridge ends; no receptacles on Bridge nor Direct Access Ramp. Microsoft maintains as part of Microsoft Campus maintenance.
Signage - Wayfinding Signage		X		X		X	Microsoft maintains as part of Microsoft Campus maintenance.
Signage - Regulatory Signage	X		X		X		City signage maintained by City Sign Shop
Precast concrete planters and benches	X		X			X	Precast concrete planters including concrete units and fasteners, waterproofing system, irrigation, soil, plants, etc.
Precast concrete planters and benches	X		X		X		Wood bench components (including wood seat, backrest, arms, metal framing, fasteners, etc.), electrical, and lighting
Direct Access Ramp	X		X		X		

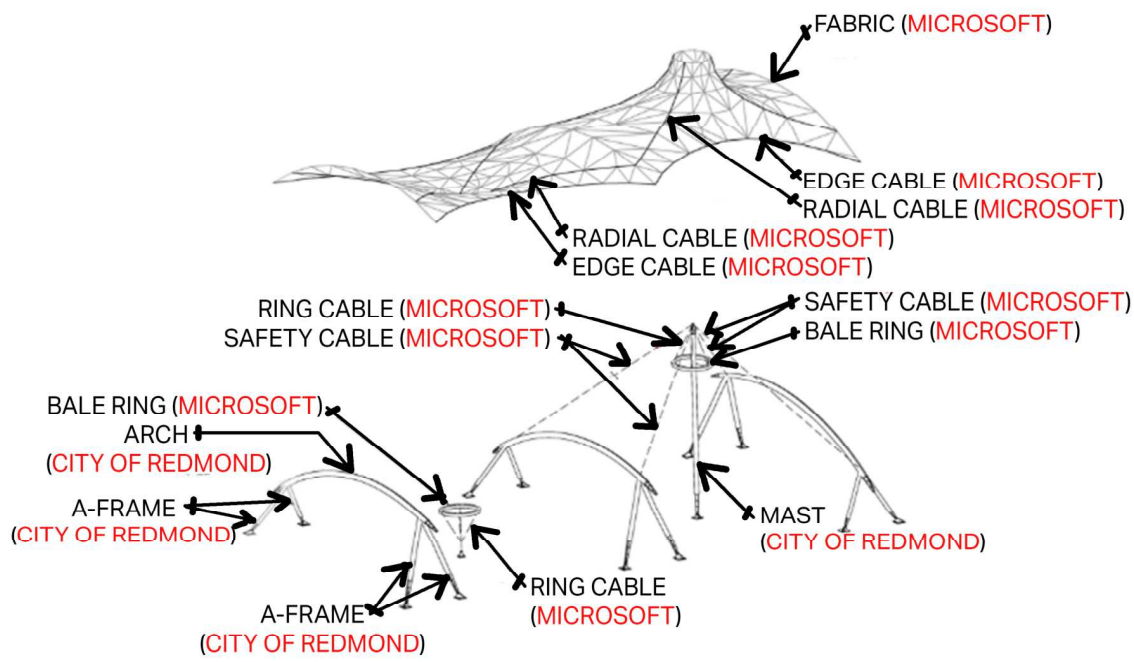
= Enhanced LOS funded by Microsoft  
= Microsoft funded, owned, or maintained

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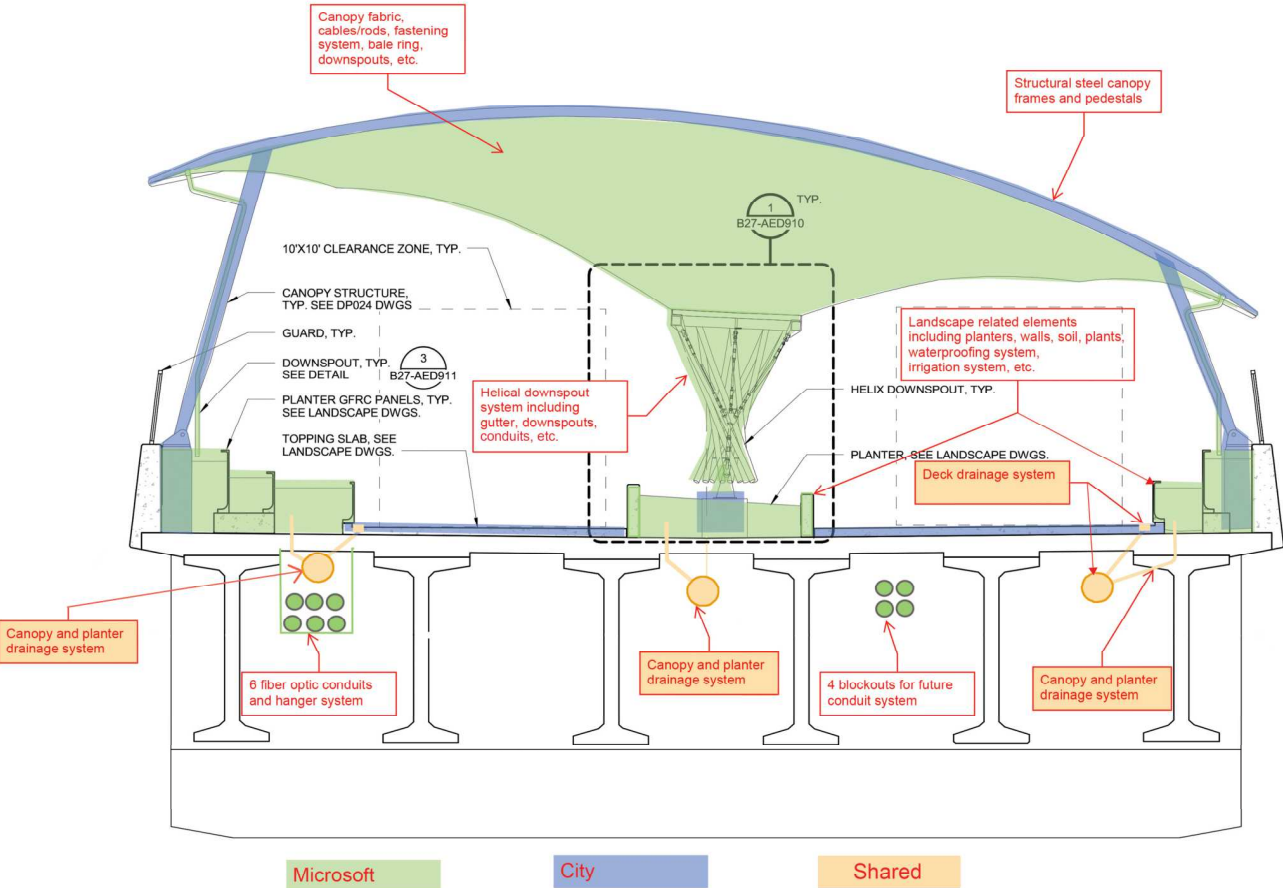
PLAN VIEW OF RTS BRIDGE

# EXHIBIT B-2: OWNERSHIP & MAINTENANCE FUNDING RESPONSIBILITY



SECTION 1

CANOPY ISOMETRIC



Microsoft City Shared

SECTION 2

O & M FUNDING RESPONSIBILITIES RTS BRIDGE AND CANOPY

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**EXHIBIT C**

**O&M Level of Service**

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# RTS Pedestrian Bridge Level of Service

## Scheduled Tasks

Task	System	Frequency/interval
Steel - touch up paint	Canopy	1 year*
Inspect/clean gutters and downspout connections	Canopy	1 year
Downspouts - touch up paint	Canopy	1 year
Fabric - inspect	Canopy	1 years*
Fabric - inspect/re-tension cables/hardware	Canopy	1 years*
Structural bridge inspection	Concrete Structure	2 years
Inspect underdeck utilities, DAR, West Stairs	Concrete Structure	2 years
Inspect/clean drains	Drainage	1 year
Sweeping/Blowing	Hardscape	<i>[See Landscape Maintenance Table]</i>
Inspect	Illumination	6 months
Spring Activation	Irrigation	<i>[See Landscape Maintenance Table]</i>
Winterization	Irrigation	<i>[See Landscape Maintenance Table]</i>
Maintain plants and planter beds	Landscaping	<i>[See Landscape Maintenance Table]</i>
Replace dead plants	Landscaping	1 year

\*Warranty work

Landscape Maintenance Table													
Frequency by Month													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Times
Weeding		1	2	2	2	2	2	2	2	1	1	1	<b>18</b>
Pruning/Trimming			1	1		1		1	1	1			<b>6</b>
Mulch application		1											<b>1</b>
Sweep/blow hardscape	1	1	2	2	2	2	2	2	2	1	1	1	<b>19</b>
Irrigation – Spring Activation				1									<b>1</b>
Winterize Irrigation										1			<b>1</b>

### Reactive Maintenance Tasks

Note: Response times for reactive tasks will vary based on severity of issue and availability of resources such as replacement parts. Situations that present unsafe circumstances to bridge users will be addressed immediately.

<b>Task</b>	<b>System</b>	<b>Typical Response Time</b>
<b>Response to Customer Requests</b>	ALL	Customer requests responded to within 2 business days (resolution to reported issue make take longer)
<b>Repairs</b>	Bridge guardrail	Area secured with temporary barricades within 2 hours of notification; repairs within 4 months.
<b>Fabric - repair</b>	Canopy	Small temporary repairs made within 14 days, permanent repairs within 2 months
<b>Fabric - clean</b>	Canopy	1 year
<b>Fabric - Replace edge diverters</b>	Canopy	1 year
<b>Clear clogged drains</b>	Drainage	7 working days; less if surface flooding is occurring
<b>Pressure wash (response to spills)</b>	Hardscape	7 working days; less if slipping hazard or pollutant is present
<b>Replace bulbs</b>	Illumination	1 month
<b>Repair/replace fixtures</b>	Illumination	1 month
<b>Repairs</b>	Irrigation	7 working days
<b>Graffiti removal</b>	Other	7 working days; less if graffiti is offensive/obscene
<b>Snow and Ice</b>	Other	24 hours – may vary depending on severity of event
<b>Repair</b>	Waterproofing	1-6 months, depending on severity and location.

## Expected Service Intervals

Based on manufacturer recommendations and expected service life of components.

<b>Task</b>	<b>System</b>	<b>Planning level frequency/interval</b>
<b>Steel - clean frames/supports</b>	Canopy	10 years
<b>Downspouts – clean helical assembly</b>	Canopy	10 years
<b>Steel - recoat</b>	Canopy	25 years
<b>Fabric - replace</b>	Canopy	25 years
<b>Fabric - Replace edge diverters</b>	Canopy	25 years
<b>Clean pier caps and bearings</b>	Concrete Structure	15 years
<b>Clean expansion joints</b>	Concrete Structure	1 year
<b>Seal deck cracks</b>	Hardscape	5 years
<b>Seal deck surface</b>	Hardscape	25 years
<b>Steel - touch up paint</b>	West Stairs	5 years
<b>Steel - recoat</b>	West Stairs	25 years
<b>Steel - clean</b>	West Stairs	10 years

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## Memorandum

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-103  
**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	Joseph O'Leary	Senior Project Manager
Public Works	Jon Spangler	City Engineer

**TITLE:**

Approval of the Final Contract with CDK Construction Services, Inc., in the Amount of \$1,980,038, Acceptance of Construction for the Fire Station 16 and Maintenance Building Seismic Upgrade Project, and Requesting Additional Funding

**OVERVIEW STATEMENT:**

Staff is requesting Council to approve the final contract and accept construction for the Fire Station 16 and Maintenance Building Seismic Upgrade Project (No. 60021819). This contract with CDK Construction Services, Inc. had a base bid amount \$1,944,729, plus, or minus change orders and bid items increases and decreases resulting in a final contract in the amount is \$1,980,038. Staff is also requesting an additional \$100,484 to cover additional project costs associated with added construction work and construction and grant administration costs.

See Attachment A for final project costs that include FEMA Grant funds.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council approval is required to accept a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**

N/A

- **Other Key Facts:**

N/A

**OUTCOMES:**

As a result of the seismic upgrades, Fire Station 16 will be able to remain operational and crews will be able to respond to emergencies and lifesaving events after an earthquake.

Council initially approved funding for design only and the project was initiated in late 2018. The Fire Department discovered a FEMA grant funding opportunity and the City applied. The grant was awarded in November 2021, which allowed the project to move forward to construction. The project was advertised in February 2022. Work began in June and the project was substantially complete at the end of November 2022, with physical completion occurring in February 2023.

Seismic upgrades included adding anchors to strengthen the connection between the structure and the foundation and seismic bracing in the ceiling for both the station and the maintenance facility, high-speed roll-up doors for the station apparatus bay, upgraded HVAC in the dorms, reinforced the hose tower, and finish work included new insulation, fresh paint, and flooring.

**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:**

\$1,980,038

**Approved in current biennial budget:**

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**

CIP

**Budget Priority:**

Vibrant and Connected

**Other budget impacts or additional costs:**

☒ Yes

☐ No

☐ N/A

***If yes, explain:***

The requested additional funds of \$100,484 includes an increase of \$35,309 in the construction contract and \$65,175 due to underestimated staff costs associated with FEMA Grant management and staff labor overhead charges which are ineligible for grant reimbursement.

**Funding source(s):**  
General CIP and FEMA Grant

**Budget/Funding Constraints:**  
N/A

☒ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
7/5/2023	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens.

**ANTICIPATED RESULT IF NOT APPROVED:**

The warranty period begins upon Council acceptance. Not accepting construction will result in delay of warranty start, increasing the project close-out cost.

**ATTACHMENTS:**

Attachment A: Additional Project Information

## Attachment A – Additional Project Information

### Fire Station 16 and Maintenance Facility Seismic Upgrades

#### Fiscal Information

##### Current Project Budget

General CIP	\$1,300,000
FEMA Grant*	\$1,769,624
<b>Total Funding</b>	<b>\$3,069,624</b>

##### Project Estimated Costs

Design Phase	\$700,802
Construction Phase	\$2,472,960
<b>Estimated Project Cost</b>	<b>\$3,173,762</b>

**Budget Difference** **\$104,138**

**Total Cost to City** **\$1,404,138**

\*Total FEMA grant funds available: **\$2,442,862**. Grant allowed billing of 75% of total eligible construction costs up to that amount. Eligible construction cost amount was **\$2,359,499**. Total FEMA grant funds requested is noted above.

#### Project Photos



New high-speed roll up doors



## Attachment A – Additional Project Information



Example of seismic bracing in ceiling



Example of seismic anchor bolts at foundation



## Memorandum

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-104  
**Type:** Consent Item

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

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Philly Marsh	Economic Development Manager

**TITLE:**

Approval of a Contract with Community Attributes, Inc., in the Amount of \$80,850, for an Economic Development Strategic Plan

**OVERVIEW STATEMENT:**

Staff recommends that the City Council authorize the Mayor to sign a contract with Community Attributes, Inc. to complete an Economic Development Strategic Plan for the City.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond 2050 Comprehensive Plan Economic Vitality Chapter
- **Required:**  
Council approval is required for contracts exceeding \$50,000.
- **Council Request:**  
The Council approved funding in the 2023-24 Budget for an Economic Development Strategic Plan
- **Other Key Facts:**  
N/A

**OUTCOMES:**

This process and project will value broad and intentional research and stakeholder engagement to deliver a five-year strategic work plan for Redmond's Economic Development program. The project will include referencing recommendations and work items from the City's various plans and strategies, continued stakeholder engagement, and conducting an evaluation of Redmond's economic development opportunities. The final deliverable will be a chapter-based economic development plan with program strategies approved by the City Council.

The Economic Development plan will:

1. Be in alignment with existing Redmond and regional policies and reflective of the current realities of the market and ecosystem in which the city is operating.
2. Enhance equitable economic development practices.
3. Use a process that draws on both quantitative and qualitative data to inform strategies.
4. Use a process that prioritizes broad stakeholder outreach.
5. Use a process that engages internal City departments and programs that contribute to Redmond's economic environment or business engagement.
6. Set a vision and mission for economic development in Redmond that can be communicated with a variety of audiences.
7. Be structured as a five-year implementation plan that aligns, organizes, prioritizes, and sequences economic development efforts in a series of program chapters with short-term and medium-term strategies. Longer-term strategies beyond the five-year implementation period should be included for future consideration or opportunity.
8. Initial strategic areas should include: Business attraction and competitiveness, business retention and expansion, entrepreneurship and small business support, industry cluster development, enhancing livability, and leveraging partners.
9. Specifically identify what strategies are implemented by Economic Development staff, other City departments, external partners, or additional consultants.
10. Include associated implementation budget range for strategies.
11. Define Key Performance Metrics for Redmond's economic development program.
12. Upon completion and review, be formally adopted by the Redmond City Council.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

The project will begin as soon as Council approves the contract and is anticipated to be complete by April 2024.

- **Outreach Methods and Results:**

Broad stakeholder outreach including Council engagement and feedback, business stakeholders, neighborhood and community leaders will be conducted as part of the plan's development. Feedback will be gathered through interviews, focus groups, and questionnaires as well as referencing past community conversations.

- **Feedback Summary:**

TBD

**BUDGET IMPACT:**

**Total Cost:**

\$80,850

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-104  
**Type:** Consent Item

**Budget Offer Number:**  
0000040 Community/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):**  
American Rescue Plan Act (ARPA) (\$60,000) / Economic Development Professional Services General Fund (\$20,850)

**Budget/Funding Constraints:**  
N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
5/2/2023	Committee of the Whole - Planning and Public Works	Provide Direction
7/5/2023	Committee of the Whole- Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
	No meetings proposed at this time	N/A

**Time Constraints:**

The timeline is aligned with Redmond 2050 Economic Vitality adoption and will be used to inform 2025/2026 budget proposals.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the consultant contract is delayed, the planning process and adoption of the plan will be delayed and could impact the 2025/2026 budget proposal preparations.

**ATTACHMENTS:**

Attachment A: Contract with Exhibits

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

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

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

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

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

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

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

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

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

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

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

5. Extra Work.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**page 8 – Consulting Services Agreement, Non-Public Work  
City of Redmond, standard form**

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

**CONSULTANT:**

**CITY OF REDMOND:**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Angela Birney, Mayor**  
**DATED:** \_\_\_\_\_

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**City Clerk, City of Redmond**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Office of the City Attorney**

# City of Redmond Economic Development Strategic Plan

## Exhibit A - SCOPE OF WORK

June 26, 2023

### TASK 1. PROJECT START-UP AND MANAGEMENT

CAI will work with City leadership and project staff to initiate project work and meet throughout the project to review progress and develop a draft strategy. We will provide monthly progress reports and coordinate with City staff from week to week via email and phone calls, as necessary.

CAI will facilitate a **kickoff meeting** with City staff to discuss, at a minimum, the following: project objectives, scope and schedule review, project management expectations, stakeholder engagement strategies and schedule. CAI will also work with City staff to determine the **governance structure for the plan development process**, including staff engagement and decision-making internal to the City, and working groups to advise as project work progresses. CAI's project manager will facilitate **bi-weekly check-in calls** with the City staff to ensure progress toward milestones and address any challenges as they occur. CAI will also prepare and submit **monthly invoices with a monthly progress report** to document the project team's work and ensure consistent progress toward project completion.

**Deliverables:** Kick-off meeting materials; Monthly progress reports.

### TASK 2. DATA ANALYSIS

This task will provide a background summary of the local economic situation in Redmond, supported by current, relevant data, and presented clearly and concisely so it can be easily understood by the general public. Relevant data and information will be gathered for a holistic, external perspective on different factors identified as most important to Redmond's economic development opportunities. This may include:

- **Demographic and economic data**, including the human capital assets of the area, labor force characteristics such as educational attainment, labor force participation, and employment by occupation and industry. Where possible, the data will be disaggregated by race and ethnicity, gender, and geography to show how populations have grown in the city and the region, how affordability and income differs across race and geography, and how the structure of the economy may contribute to economic disparities and income inequality.
- **Emerging or declining clusters or industry sectors** and their past, present, and projected impacts on the region's competitive advantages and ability to build capacity for economic development.
- Other factors that relate to economic performance in an area such as **commercial real estate performance, economic and occupational diversity, and small business and entrepreneurship**.
- **Relationship of Redmond's economy to that of the region and peer cities**, with particular regard to local advantages or disadvantages. Geography affects economic opportunities, and a peer cities analysis will offer a broad comparison to contextualize conditions in Redmond.

CAI will also work with Redmond staff and partners to **inventory and review existing studies, plans, policies, and programs relevant to economic development** in Redmond and the region and will document and assess the City's role in economic development partnerships.

A key sub-task for this work will be to synthesize all we have learned thus far from the data profile, stakeholder engagement, and project partners into an assessment of Redmond's internal strengths and weaknesses, and external opportunities and threats. This **SWOT assessment** will suggest strategic themes

and begin to transition the work toward strategy and action development. We will summarize the findings and deliver a draft and final landscape assessment.

**Deliverables:** Draft and final landscape assessment with illustrations and narrative.

### TASK 3. COMMUNITY AND STAKEHOLDER ENGAGEMENT

Stakeholder engagement provides the consultant team with the opportunity to work directly with residents, stakeholders, and partners in economic development to facilitate a sophisticated understanding of the regional economy and local conditions and to curate a durable coalition to guide the plan and recommendations into action. As an early deliverable in the process, we will work with the client to develop and deliver a **stakeholder engagement plan**, outlining all virtual and in-person engagement activities and meetings, as well as facilitation responsibilities, materials requirements, and timeline. As a starting point, we have identified some methods of outreach and engagement outlined below that we feel would benefit the project. However, we are eager to further discuss Redmond's understanding of the engagement needs for this project and design this further.

- **Orientation interviews** conducted early in the project to understand the lay of the land from key partners, identify vision and priorities for the plan, and to jump-start the process of issue identification.
- **Business and resident surveys** to assess challenges and opportunities for firms across the various sectors present in Redmond and the residents' vision for the local economy.
- **Focus groups** that can be organized thematically to bring together stakeholders where cross-sector challenges exist (for example, in workforce development or infrastructure availability, or resiliency).
- **Redmond staff and working group meetings** to review draft project deliverables and seek input as we progress toward a full plan. The best format for how to engage working group members will be determined in collaboration with city staff.

The number of orientation interviews, focus groups, and working group meetings will be determined in collaboration with the client and will be scaled within the budget available for this task.

**Deliverables:** Engagement plan summarizing the approach, timing, and participants of all outreach activities; Business and resident surveys; Focus groups materials; Synthesis of findings from interviews, surveys, and focus groups; Raw surveys data and spreadsheet with surveys analysis.

### TASK 4. ECONOMIC DEVELOPMENT STRATEGY ANALYSIS

A clear, aspirational **vision statement** and concrete, measurable **goals, strategies, and actions** will form the bedrock of this Economic Development Strategic Plan. With the insights and ideas gained through previous analysis and engagement, and in close collaboration with City staff, CAI will draft and refine a vision and high-level goals to ground and guide the development of strategies and actions for Redmond. Specifically, this task will include:

- Drafting and refining a vision statement for the future of Redmond's economy.
- Developing a suite of specific, measurable, actionable, realistic, timely (SMART) strategies and actions for the next five (5) years, formatted as a 5-Year Action Plan.
- Evaluate and rank strategies against a set of criteria defined in collaboration with the city, including but not limited to equitable economic development, environmentally sustainable economy, impact on livability, and leveraging partners.
- Develop an implementation matrix, including lead and supporting roles, timelines, relative cost, associated risks, expected outcomes, levels of effort, and barriers to implementation.
- Reconcile and align with the Redmond 2050 Economic Vitality Chapter Comprehensive Plan.

**Deliverables:** Up to three (3) interim working drafts of the strategies and actions; Draft and final implementation matrix.

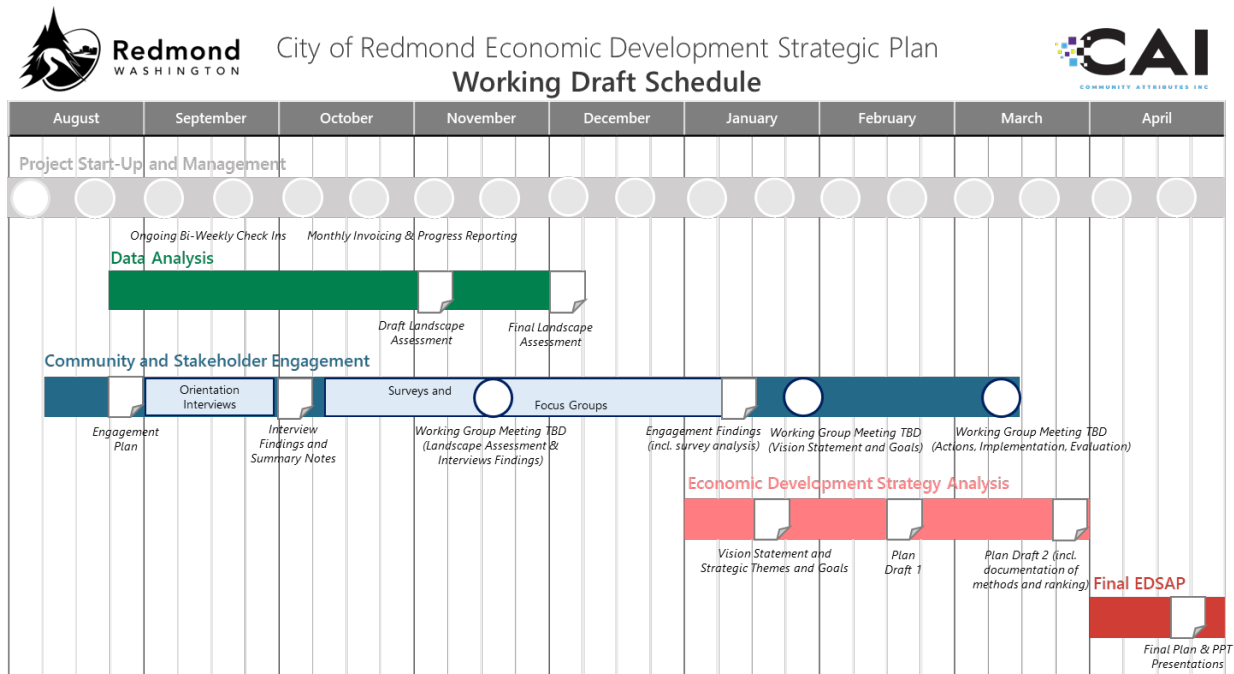
## TASK 5. FINAL ECONOMIC DEVELOPMENT STRATEGIC ACTION PLAN (EDSAP)

In this final phase of the work, CAI will bring together all the pieces from the previous tasks conducted to date, telling the story of Redmond's economic development vision and strategic priorities artfully and graphically, supported by focused data and infographics. CAI will work through multiple drafts of the plan, producing an internal working draft early in the project, for review and improvement at all team meetings. CAI will deliver the final product in Microsoft Word, in addition to PDF. CAI will present the Plan to City staff, Council, and/or partners (to be decided upon with the City) in a final presentation.

**Deliverables:** Draft and final plan and appendices; Up to two (2) presentations of the final plan to Planning Commission and City Council.

## PROJECT SCHEDULE

CAI can complete this scope of work within nine months of a notice to proceed, depending on the City's schedule needs. This graphic shows a draft schedule for project completion by April 2024, assuming an early August kick-off.



## COST

The exhibit below presents the project cost that aligns with the scope of work and is inclusive of all costs. CAI can complete the above work plan for a total budget of \$80,850. CAI reserves the right to adjust budget allocation amongst tasks, provided all scope tasks and subtasks are met, or in close coordination with the client, and documented in monthly progress reports.

Task	Total Hours	Total Budget
Task 1. Project Start-up and Management	46	\$8,050
Task 2. Data Analysis	142	\$21,200
Task 3. Community and Stakeholder Engagemen	156	\$23,700
Task 4. Economic Development Strategy Analys	102	\$18,000
Task 5. Final EDSAP	56	\$9,900
<b>Total - All Tasks</b>	<b>502</b>	<b>\$80,850</b>





## Memorandum

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-105  
**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	Anne-marie Marshall-Dody	Deputy Director
Public Works	Steve Hitch	Engineering Manager
Public Works	Tom Hardy	Stream and Habitat Planner
Planning and Community Development	Kim Dietz	Principal Planner

**TITLE:**

Approval of On-Call Cultural Resources and Archaeological Management Services Agreements with Environmental Science Associates (ESA) and ASM Affiliates (ASM), in the Amount of \$150,000 for Each Agreement

**OVERVIEW STATEMENT:**

Through a standard Request for Qualifications (RFQ) process, City staff reviewed and scored proposals for on-call cultural resources and archaeological management services. Two firms, Environmental Science Associates (ESA) and ASM affiliates (ASM), scored highest in the review criteria and were selected to provide on-call services to the city. The on-call agreements will each be for \$150,000. As the need for these services are required, the associated project charges against the total contract amount up to the contract cost ceiling.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Cultural Resources Management Plan
- **Required:**  
Contracts over \$50,000
- **Council Request:**  
N/A
- **Other Key Facts:**

There are no funds encumbered by the on-call agreements because projects will charge as-needed from approved budgets. Administration support will be provided by the stormwater budget.

**OUTCOMES:**

Having on-call archaeological firms available will provide efficient contracting through task order-based agreements. Both firms are highly capable in historic and pre-historic assessments and can scale-up depending on the project needs. ESA has more capacity to take on larger projects, and ASM is better set-up for small scale projects. We anticipate using both firms for various types of services, including pre-project surveying, construction monitoring, public outreach, and employee training.

**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:**  
\$300,000

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

**Budget Offer Number:**  
0000002 Ground & Surface Water Management

**Budget Priority:**  
Healthy and Sustainable

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

**If yes, explain:**  
N/A

**Funding source(s):**  
405.21108.00410.53150

**Budget/Funding Constraints:**  
N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
7/5/2023	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:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

The City will still need to contract with cultural resources and archaeological firms, but it will be less efficient and likely more expensive.

**ATTACHMENTS:**

Attachment A: ASM Consultant Agreement

Attachment B: ESA Consultant Agreement

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

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

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

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

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

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

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

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

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

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

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

5. Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY OF REDMOND:

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

Angela Birney, Mayor  
DATED: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, City of Redmond

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

# On-Call Cultural Resources – Archaeological Management Services

## Exhibit A – Scope of Work

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The scope of services being sought is a Task Order based cultural resources management services that would support the City of Redmond's (City) Departments of Parks, Planning, and Public Works.

### **Project Description:**

This project will be a non-exclusive continuing services contract to assist the City in protecting cultural resources during the planning and construction of capital projects. The consultant will serve as a partner to the City to expand the capability of Redmond staff to provide cultural resources management services.

Typical projects may include but not be limited to the following areas: archaeological desktop, pedestrian, and in-field surveying; monitoring of geotechnical exploration; monitoring of ground disturbing construction activities; and response to inadvertent discoveries. The consultant may also be requested to partner with staff during Section 106 and Executive Order 21-02 project management; provide staff and contractor training; provide presentations on cultural resources; and advise the City's Cultural Resources Management Plan implementation and maintenance.

Some recent examples of cultural resources services include monitoring of Downtown Park development and Cleveland Streetscape Improvements, surveying and monitoring of Pond C Building Demolition and Site Cleanup, and surveying of Evans Creek Relocation.

### **I. Task Order Administration**

There will be no specific limitation on the quantity, minimum and/or maximum value of individual task orders. Tom Hardy, Stream and Habitat Planner or a designated representative will administer each task order from the Public Works Department of the City. Redmond Historic Preservation Officer (RHPO) Kimberly Dietz will provide technical support on task orders, as needed.

#### **A. Period of Performance and Contract Value**

The contract will be for a period of performance for three (3) years with one (1) optional year. The schedule and period of each task order agreement will be separately negotiated and defined.

The maximum value of this contract will not exceed one hundred and fifty thousand (\$150,000) during the contract period; however, there is no guarantee that the City will expend the entire value of this contract. Specifically, the City does not guarantee that the consultant will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

#### **B. Consultant Resources and Time**

Specific work under this contract will be performed on a Task Order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget, and schedule of the services



required. The exact disciplines required and the amount of work for each discipline, have not been determined. The consultant should be capable of adding, deleting, or substituting disciplines/expertise as necessary to meet the needs of specific task orders. There is no guarantee that all disciplines or services will be utilized.

The consultant may be expected to respond to short notice requests for technical services to resolve urgent task orders such as regarding inadvertent discovery of cultural resources. The consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously. Consultant task orders will be coordinated with on-going work being performed by the City. Typically, each effort should be complete with final reports submitted to the City as defined by individual contract or by the end of the year.

### **C. Task Order Process**

1. For each individual task order, the project manager will issue a written "Task Order Request" to the consultant. The task request will describe the nature and extent of the project, its scope and preliminary schedule.
2. Within five (5) calendar days of the time frame specified in the "task order request", the consultant will prepare a proposal that includes an applicable scope of work, schedule, and detailed fee proposal as well as identify key staff assignments and potential sub consultants.
3. The consultant and project manager will determine the detailed scope of work, project schedule, consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The consultant will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to be identified by work performed under separate task orders.
6. The Project Manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.

## **II. Scope of Services**

The consultant will provide all labor, materials, equipment and supplies to perform professional monitoring services on a task order basis for various task assignment projects. These tasks may include, but are not limited to the following:

- Literature review;
- Desktop surveying;
- Archaeological and historical monitoring;
- In-field surveying;
- Report authoring;
- Report submittal to Washington Department of Archaeology and Historic Preservation (DAHP) through WISAARD tool;
- Response to inadvertent discoveries and archaeological permit coordination with the DAHP;
- Providing cultural resources management awareness briefings including during pre-construction phases of capital projects;
- In-field, project-specific staff and contractor training;
- Advisement to staff for implementation and maintenance of adopted Cultural Resources Management Plan;
- Development and maintenance of cultural resources management operational guidelines;
- Staff training in accordance with adopted cultural resources management standards, protocols, and procedures;
- Partnership with staff during planning and implementation of the Section 106 review process; and



- Advisement to staff during annual and periodic maintenance of the City's adopted Cultural Resources Management Plan.
- Cultural Resources and Archaeological Presentations to Redmond staff or the public

Expertise required shall be in accordance with the Secretary of Interior's Standards for Qualification and as defined by RCW 27.53.030(11) Professional Archaeologist and the Washington State Standards for Cultural Resources Reporting.

End Scope of Work



## Exhibit D

### Consultant Fee Determination

Project Name: On-call Cultural Resources and Archaeological Ser  
Project Number:  
Consultant: ASM Affiliates

#### NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 196%	Fee (Profit) 26%	Total Hourly Rate	Total
Project Manager II		\$ 40.87	\$80.01	\$10.50	\$131	
Principal Investigator		\$ 50.48	\$98.82	\$12.97	\$162	
Project Manager I		\$ 33.00	\$64.60	\$8.48	\$106	
Field Director		\$ 30.00	\$58.73	\$7.71	\$96	
Total Hours					Subtotal:	
REIMBURSABLES						
Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						
					Subtotal:	
SUBCONSULTANT COSTS (See Exhibit E)						
					Subtotal:	

Total:

Contingency:

GRAND TOTAL:

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



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

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

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

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

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

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

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

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

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

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

5. Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY OF REDMOND:

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

Angela Birney, Mayor  
DATED: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, City of Redmond

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

# On-Call Cultural Resources – Archaeological Management Services

## Exhibit A – Scope of Work

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The scope of services being sought is a Task Order based cultural resources management services that would support the City of Redmond's (City) Departments of Parks, Planning, and Public Works.

### **Project Description:**

This project will be a non-exclusive continuing services contract to assist the City in protecting cultural resources during the planning and construction of capital projects. The consultant will serve as a partner to the City to expand the capability of Redmond staff to provide cultural resources management services.

Typical projects may include but not be limited to the following areas: archaeological desktop, pedestrian, and in-field surveying; monitoring of geotechnical exploration; monitoring of ground disturbing construction activities; and response to inadvertent discoveries. The consultant may also be requested to partner with staff during Section 106 and Executive Order 21-02 project management; provide staff and contractor training; provide presentations on cultural resources; and advise the City's Cultural Resources Management Plan implementation and maintenance.

Some recent examples of cultural resources services include monitoring of Downtown Park development and Cleveland Streetscape Improvements, surveying and monitoring of Pond C Building Demolition and Site Cleanup, and surveying of Evans Creek Relocation.

### **I. Task Order Administration**

There will be no specific limitation on the quantity, minimum and/or maximum value of individual task orders. Tom Hardy, Stream and Habitat Planner or a designated representative will administer each task order from the Public Works Department of the City. Redmond Historic Preservation Officer (RHPO) Kimberly Dietz will provide technical support on task orders, as needed.

#### **A. Period of Performance and Contract Value**

The contract will be for a period of performance for three (3) years with one (1) optional year. The schedule and period of each task order agreement will be separately negotiated and defined.

The maximum value of this contract will not exceed one hundred and fifty thousand (\$150,000) during the contract period; however, there is no guarantee that the City will expend the entire value of this contract. Specifically, the City does not guarantee that the consultant will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

#### **B. Consultant Resources and Time**

Specific work under this contract will be performed on a Task Order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget, and schedule of the services





required. The exact disciplines required and the amount of work for each discipline, have not been determined. The consultant should be capable of adding, deleting, or substituting disciplines/expertise as necessary to meet the needs of specific task orders. There is no guarantee that all disciplines or services will be utilized.

The consultant may be expected to respond to short notice requests for technical services to resolve urgent task orders such as regarding inadvertent discovery of cultural resources. The consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously. Consultant task orders will be coordinated with on-going work being performed by the City. Typically, each effort should be complete with final reports submitted to the City as defined by individual contract or by the end of the year.

### **C. Task Order Process**

1. For each individual task order, the project manager will issue a written "Task Order Request" to the consultant. The task request will describe the nature and extent of the project, its scope and preliminary schedule.
2. Within five (5) calendar days of the time frame specified in the "task order request", the consultant will prepare a proposal that includes an applicable scope of work, schedule, and detailed fee proposal as well as identify key staff assignments and potential sub consultants.
3. The consultant and project manager will determine the detailed scope of work, project schedule, consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The consultant will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to be identified by work performed under separate task orders.
6. The Project Manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.

## **II. Scope of Services**

The consultant will provide all labor, materials, equipment and supplies to perform professional monitoring services on a task order basis for various task assignment projects. These tasks may include, but are not limited to the following:

- Literature review;
- Desktop surveying;
- Archaeological and historical monitoring;
- In-field surveying;
- Report authoring;
- Report submittal to Washington Department of Archaeology and Historic Preservation (DAHP) through WISAARD tool;
- Response to inadvertent discoveries and archaeological permit coordination with the DAHP;
- Providing cultural resources management awareness briefings including during pre-construction phases of capital projects;
- In-field, project-specific staff and contractor training;
- Advisement to staff for implementation and maintenance of adopted Cultural Resources Management Plan;
- Development and maintenance of cultural resources management operational guidelines;
- Staff training in accordance with adopted cultural resources management standards, protocols, and procedures;
- Partnership with staff during planning and implementation of the Section 106 review process; and



- Advisement to staff during annual and periodic maintenance of the City's adopted Cultural Resources Management Plan.
- Cultural Resources and Archaeological Presentations to Redmond staff or the public

Expertise required shall be in accordance with the Secretary of Interior's Standards for Qualification and as defined by RCW 27.53.030(11) Professional Archaeologist and the Washington State Standards for Cultural Resources Reporting.

End Scope of Work



Exhibit D

Consultant Fee Determination

Project Name: On-Call Cultural Resources - Archaeological Mana  
Project Number: REQ 10779-23  
Consultant: Environmental Science Associates

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 196%	Fee (Profit) 26%	Total Hourly Rate	Total
Project Technician 2		\$ 32.69	\$64.08	\$8.40	\$105	
Project Technician 3		\$ 39.66	\$77.75	\$10.19	\$128	
Project Technician 4		\$ 45.29	\$88.78	\$11.64	\$146	
Project Technician 5		\$ 53.31	\$104.50	\$13.70	\$172	
Project Technician 6		\$ 63.29	\$124.07	\$16.27	\$204	
Consultant 1		\$ 34.50	\$67.63	\$8.87	\$111	
Consultant 2		\$ 30.95	\$60.67	\$7.95	\$100	
Consultant 3		\$ 34.99	\$68.59	\$8.99	\$113	
Consultant 4		\$ 41.61	\$81.57	\$10.69	\$134	
Consultant 5		\$ 38.74	\$75.94	\$9.96	\$125	
Consultant 6		\$ 41.09	\$80.55	\$10.56	\$132	
Associate Consultant 1		\$ 38.46	\$75.39	\$9.88	\$124	
Associate Consultant 2		\$ 45.00	\$88.21	\$11.57	\$145	
Associate Consultant 3		\$ 50.48	\$98.96	\$12.97	\$162	
Associate Consultant 4		\$ 49.49	\$97.02	\$12.72	\$159	
Associate Consultant 5		\$ 49.85	\$97.72	\$12.81	\$160	
Associate Consultant 6		\$ 53.61	\$105.09	\$13.78	\$172	
Senior Consultant 1		\$ 45.05	\$88.31	\$11.58	\$145	
Senior Consultant 2		\$ 51.04	\$100.05	\$13.12	\$164	
Senior Consultant 3		\$ 59.75	\$117.13	\$15.36	\$192	
Senior Consultant 4		\$ 59.50	\$116.64	\$15.29	\$191	
Senior Consultant 5		\$ 65.50	\$128.40	\$16.83	\$211	
Senior Consultant 6		\$ 66.80	\$130.95	\$17.17	\$215	
Managing Consultant 1		\$ 64.92	\$127.26	\$16.68	\$209	
Managing Consultant 2		\$ 60.80	\$119.19	\$15.63	\$196	
Managing Consultant 3		\$ 67.83	\$132.97	\$17.43	\$218	
Managing Consultant 4		\$ 77.33	\$151.59	\$19.87	\$249	
Principal Consultant 1		\$ 67.75	\$132.81	\$17.41	\$218	
Principal Consultant 2		\$ 73.75	\$144.57	\$18.95	\$237	
Principal Consultant 3		\$ 84.00	\$164.67	\$21.59	\$270	
Principal Consultant 4		\$ 90.25	\$176.92	\$23.19	\$290	
Total Hours					Subtotal:	
REIMBURSABLES						
Mileage (IRS)					0.66	
Copies - Black & White - 8.5 x 11					0.18	
Copies - Black & White - 11 x 17					0.35	
Copies - Color - 8.5 x 11					0.56	
Copies - Color - 11 x 17					0.90	
All other reimbursable expenses at cost						
Equipment (no markup)						
Data Tablet + GPS (daily use)					75.00	
Company Vehicle - Standard/Light Truck (day)					125.00	
Company Vehicle - Heavy-duty Truck (day)					150.00	
					Subtotal:	
SUBCONSULTANT COSTS (See Exhibit E)						
						Subtotal:

Total:

Contingency:

GRAND TOTAL:



## Memorandum

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-106  
**Type:** Consent Item

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

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Vangie Garcia	Manager
Planning and Community Development	LaNaya Taylor	Program Administrator

**TITLE:**

Approval of the 2023-24 Annual ORCA Contract Renewal

**OVERVIEW STATEMENT:**

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

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
City Employee Commute Trip Reduction Program, Washington Clean Air Act, City Comprehensive Plan, Community Strategic Plan, Transportation Master Plan
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**
  - King County Metro launched the pay-as-you-go payment structure in the summer of 2020.
  - We have paid a total of \$8418.19 in monthly invoices under the current contract.
  - The City started its first vanpool in October 2022.

- The current contract expires on 7/31/23.

**OUTCOMES:**

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

Some benefits of renewing this contract include:

- Unlimited trips on all services other than Washington State Ferries. Includes: transit, rail, and streetcar.
- Guaranteed ride home.
- Continued “Pay as we go” model.
- Compliance with both State Community Trip Reduction (CTR) laws and the city’s Transit Management Plan (TMP) goals.
- Vanpool fares for employees are fully covered.

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

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

The total cost of the services is forecasted not to exceed a maximum of \$20,000. The ORCA contract renewal was included within the adopted budget for the Commuter Assistance Office.

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

**Budget Offer Number:**

0000034 - Mobility of People and Goods

**Budget Priority:**

Vibrant and Connected

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

***If yes, explain:***

N/A

**Funding source(s):**

100 General Fund

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
7/5/2023	Committee of the Whole - Planning and Public Works	Approved

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Our current contract expires on July 31, 2023.

**ANTICIPATED RESULT IF NOT APPROVED:**

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

**ATTACHMENTS:**

Attachment A-ORCA Business Passport Agreement



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

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

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

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

### 1.0 PURPOSE

- 1.1 This Agreement establishes the terms under which certain fare payment-related services, referred to herein as "ORCA Services," will be provided to the Business Account, including but not limited to the prices and terms under which the Business Account may purchase and distribute ORCA Business Cards loaded with a Business Passport Product to its Eligible Business Cardholders. Such ORCA Business Cards may be used to access certain Transportation Services of the Agencies. The specific ridership privileges applicable to the Business Passport Product provided under this Agreement are specified in *Attachment 1, Products, Pricing and Terms*, which is incorporated in this Agreement by this reference, and are subject to Sections 6 and 18 below. Businesses must at a minimum cover all benefits-eligible employees except those who work 100% remote. Additional participants can be included. Eligibility is defined in *Attachment 3 Eligible Participants*.
- 1.2 Attachment 1 also establishes the terms under which specific optional products and services (e.g. use of an ORCA Business Card on vanpool; a guaranteed ride home program per *Attachment 6 Guaranteed Ride Home*, attached hereto), if any, shall be provided by one or more individual Agencies.
- 1.3 This Agreement also enables the Business Account to purchase Business Choice Products from the Agencies, via the myORCA.com website, at the prices and terms in effect at the time of purchase.
- 1.4 The Business Account understands and agrees that this Agreement applies to its use of ORCA Services including, but not limited to, its purchase of ORCA Business Cards and ORCA Products. This Agreement does not constitute a contract for transportation services. The Agencies have no obligation to the Business Account or any other entity or person to provide any particular level, frequency or routing of transportation service.

## **2.0 TERM OF AGREEMENT AND CONTACT PERSONS**

- 2.1 This Agreement shall take effect upon the effective date specified in Attachment 1. Unless terminated in accordance with Section 14, this Agreement shall expire on the last day of the Program Term specified in Attachment 1, or an Amended Attachment 1 that has been signed by a person authorized to bind the Business Account.
- 2.2 The Business Account shall designate a Primary Contact Person in *Attachment 2 Designated Representatives*, which is incorporated in this Agreement by this reference. This Primary Contact Person shall be responsible for managing the Business Account's roles and responsibilities under this Agreement. A Secondary Contact Person shall also be designated in Attachment 2. The Lead Agency may communicate with and rely upon either the Primary or Secondary Contact Person on matters relating to this Agreement.

## **3.0 DEFINITIONS**

- 3.1 *Business Account.* The organization, educational or human services institution, government agency or other entity that has entered into this Agreement enabling it to purchase ORCA Business Cards and ORCA Products for distribution to their employees, students, clients or other constituency.
- 3.2 *Business Choice Products.* The ORCA Products that may be purchased at retail prices to supplement the ORCA Business Passport Product for one or more Business Cardholders (e.g. a WSF monthly pass).
- 3.3 *Business Cardholder(s) or Cardholder(s).* The individual(s) whose ORCA cards are loaded by and/or may be provided by the Business Account.
- 3.4 *Business Passport Product.* The ORCA Product loaded on the Business Account's ORCA Business Cards under this Agreement that provides the Business Cardholders an unlimited right-to-ride the regularly scheduled Transportation Services of, or operated by, certain Agencies to the extent specified in Attachment 1.
- 3.5 *Card Close.* An ORCA system action that permanently invalidates an ORCA Card. The Business Account, Lead Agency or Cardholder with access may close cards.
- 3.6 *Card Lock.* An ORCA system process action that prevents an ORCA Business Card from being used until the action is reversed. The Business Account, Lead Agency or Cardholder with access can lock and unlock cards.
- 3.7 *Lead Agency.* The Agency that entered into this Agreement on behalf of itself and the other Agencies and, except as otherwise provided in this Agreement, is responsible for administration of this Agreement on behalf of the Agencies, including contract modifications and renewals, and ORCA system support.
- 3.8 *ORCA Website.* The myORCA.com website used by the Business Account to manage its account.
- 3.9 *ORCA.* The trademarked name of the system that enables use of a common fare card on the public transportation services provided by any of the Agencies.



- 3.10 *ORCA Business Card (or "Business Card")*. An ORCA fare card managed by a Business Account to enable the loading of ORCA Products for use by a Cardholder to whom it was distributed by the Business Account to access Transportation Services as specified in Attachment 1. These cards must be purchased with the business card profile of full access or the account must be set to have the global ownership flag. The fare card may be a physical card or if approved by the Lead Agency, a virtual fare card application.
- 3.11 *Load-Only ORCA Card*. An ORCA fare card managed by an individual which can be linked to a Business Account with load-only privileges. Load-only privileges allow the Business Account to load products and/or E-purse value. The Business Account does not have the ability to close the card, transfer card balances or check card balance
- 3.12 *ORCA Products*. Any transit fare payment mechanism offered for sale within the ORCA system by any of the Agencies. Examples include, but are not limited to, monthly or period pass, and E-purse.
- 3.13 *ORCA Services*. The materials and services that may be provided, from time to time, under the ORCA program, including but not limited to the ORCA Business Cards, ORCA Products, ORCA Websites, data, information, and any equipment, systems and services related to the ORCA program.
- 3.14 *Parties*. The Business Account and the Agencies (which include the Lead Agency) referred to herein collectively as the "Parties" and individually as a "Party."
- 3.15 *Transportation Services*. Those public transportation services provided by the Agencies that are specified in Attachment 1.

#### **4.0 PRICES AND PAYMENT TERMS**

The prices and payment terms applicable to this Agreement are specified in Attachment 1. Such terms shall include: (a) the amounts due for the Business Cards, Business Passport Product, and any other products, services and fees and (b) the timing of payments. Each order submitted by the Business Account for ORCA Business Cards and/or any ORCA Products will be subject to the provisions of this Agreement.

- 4.1 The Business Account's purchase of any Business Choice Products via the myORCA.com website will be at the prices and terms in effect at the time of order. The Business Account is responsible for reviewing the prices in effect before submitting each order and shall be deemed to have agreed to the then-applicable prices by submitting the order.
- 4.2 Payment in full is due as specified in Attachment 1.
- 4.3 If for any reason payment in full is not received by the date due, if a payment is not honored due to non-sufficient funds (NSF), or if for any reason a payment is negated or reversed, Sound Transit, on behalf of the Lead Agency, will notify the Business Account of the payment problem and if full and clear payment is not received within ten (10) days of such notification, the Lead Agency may;
  - 4.3.1. Refuse to process new orders for ORCA Business Cards and lock the loading of new ORCA Products by or for the Business Account;
  - 4.3.2 Assess any late payment, NSF and collection fees to the maximum amount permitted by law;

- 4.3.3 Initiate a Card Lock on the Business Cards issued to the Business Account, rendering them ineffective for use by the Cardholders, until such time as the Business Account pays the full amount due, including any late payment, NSF and fees, in a manner acceptable to the Lead Agency; and
- 4.3.4 Suspend or terminate access rights to the Business Account's secured area of the website.
- 4.4 In addition to any other obligations it may have under this Agreement and at law, the Business Account agrees to pay to the Lead Agency any reasonable court costs, attorney fees and collection fees incurred in collecting amounts due from the Business Account.
- 4.5 Sound Transit, on behalf of the Lead Agencies, will be responsible for invoicing and receiving amounts due per this Agreement, unless otherwise described in this Agreement.

Payments will be remitted to:

Central Puget Sound Regional Transit  
LB 1194  
PO BOX 35146  
Seattle, WA 98124-5146

Wire /ACH instructions will also be available.

## **5.0 PURCHASE, OWNERSHIP, DISTRIBUTION AND REPLACEMENT OF ORCA BUSINESS CARDS**

- 5.1 *Ordering ORCA Business Cards.* The Business Account shall order ORCA Business Cards via the ORCA Business Accounts Website, in accordance with the directions provided on that website, and shall make payment as provided in Attachment 1. If additional cards are required, the Business Account may be required to pay the standard card fee and other applicable fees as specified in Attachment 1.
- 5.2 *Receipt and Ownership of ORCA Business Cards.* Upon actual or constructive receipt of the ORCA Business Cards it has ordered, the Business Account shall be responsible for the management of the ORCA Business Cards. The Business Account shall be deemed to have constructively received all ordered ORCA Business Cards unless it notifies the Lead Agency of any non-delivery or incorrect delivery within thirty (30) days after the order was placed. If the Business Account notifies the Lead Agency that it has not received the ordered cards, the Lead Agency will ship a replacement order. If the Business Account subsequently receives the cards reported as missing, the Business Account is responsible for returning them to the Lead Agency.
- 5.3 *Storage and Risk of Loss.* The Business Account is responsible for the storage, distribution and use of the ORCA Business Cards issued to it. The Business Account bears the sole risk of any loss, damage, theft or unauthorized use of one of its cards, whether such card is held in its inventory or has been distributed for use. The Business Account is responsible for the cost of any use of its Business Cards until the effective date of a Card Close or Card Lock that may be initiated as provided below.
- 5.4 *Distance Based Transit Fare.* The Business Account is responsible for communicating to Cardholders that "distance based fares" are charged on some systems such as: Link light

rail, and Sounder commuter rail systems. On distance based fare modes, when the Cardholder “taps on,” the ORCA system will record the trip to the last stop on the line. When the Cardholder “taps off” at the end of the ride, ORCA will record the actual ride. The Business Account then will be charged the correct fare for the actual ride taken. If the Cardholder fails to “tap off”, then ORCA will record a ride to the end of the line. The result of not “tapping off” is that the Business Account will be charged the largest fare for the ride even if a shorter ride was taken.

- 5.5 *Distribution of ORCA Business Cards.* The Business Account is responsible for distributing its Business Cards for use by its Eligible Business Cardholders. The Business Account manages all Business Cards it distributes but a cardholder may also purchase and load individual ORCA products on a Business Card. The Business Account understands that a Business Card it distributes to a Cardholder may be linked by the Cardholder to his/her/their personal account on myorca.com as provided in Section 6. The Business Account may not register the Business Cards that are issued under this Agreement to a personal account.

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

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

- 5.6 *Proof of payment.* The Business Account is responsible for notifying Cardholders that proof of payment must be made by tapping the ORCA Card on the card reader in the manner required by each Agency; otherwise, the Cardholder may be subject to a fine if the ORCA Card is not tapped, and the Cardholder will be personally responsible for any fines that may be imposed.
- 5.7 *Business Account Access to Personally Identifying Information.* If an individual Cardholder opts to register one of the Business Cards issued to the Business Account, any personally identifying information provided to the ORCA System (e.g. name, address, telephone number, and credit card number) will not be accessible by the Business Account. If the Business Account collects any personally identifying information about individuals to whom it has distributed Business Cards, the Business Account is solely responsible for its collection, use, storage and disclosure of such information.
- 5.8 *Card Locks and Card Close.* In the event a Business Card is determined to be lost or stolen or if a Cardholder is determined by the Business Account to be no longer eligible to use the card, the Business Account may initiate a Card Lock, which is reversible action, or a Card Close, which is a permanent action, via the myORCA.com website to invalidate the subject Business Card. The Lead Agency may also initiate a Card Lock or Card Close to any of the Business Account’s Business Cards at the request of the Business Account, or at the sole discretion of the Lead Agency in accordance with Section 4.3, or if it is suspected that a card has been altered, duplicated, counterfeited, stolen or used by an ineligible Cardholder.
- 5.9 *Restoration of Value After Card is Locked or Closed.* Following a Card Lock, a Business Account can transfer remaining funds and products onto a replacement card. Business Account will be responsible for card replacement fee.

- 5.10 *Card Replacement.* The Business Account is responsible for ordering and paying for any new cards needed to replace Business Cards that for any reason cease to be available or suitable for use by the Cardholders under the program of the Business Account, including but not limited to, if the unavailability or unsuitability is caused by damage, abuse, loss, theft, Card Close, and end of useful life. Provided, however, and notwithstanding the exclusion of warranties in Section 15, if a Business Card malfunctions within twelve (12) months after it was delivered to the Business Account, it shall be replaced by the Lead Agency without additional charge to the Business Account if the malfunction was caused by a defect in design, material or workmanship and was not caused by misuse, an intentional act, negligence or damage, reasonable wear and tear excepted. The Business Account understands and agrees that to avoid the disruption and inconvenience caused by sporadic failures as its cards are used, it must plan for replacement of its Business Cards on a regular basis. As a condition of continuing under the Business Passport program, the Business Account agrees that it will purchase replacement Business Cards at the then-applicable rate.

## **6.0 CARDHOLDER USE OF ORCA BUSINESS CARDS**

*Cardholder Privileges.* The Business Account understands and agrees that the Cardholder has the following privileges in connection with the use of an ORCA Business Card.

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

## **7.0 BUSINESS RESPONSIBILITIES AND PRIVILEGES RELATING TO LOAD-ONLY CARDS**

- 7.1 The Business Account understands that if it links an individual's ORCA card to their Business Account with load-only privileges the Business Account will have limited access. The Business Account will be able to load products and/or E-purse on the account and

unlink the card from its account. The Business Account will not be able to close the card, transfer products and/or E-purse value, or view card balance.

- 7.2 When the load-only card holder is no longer eligible for a transit benefit, the Business Account is responsible for unlinking the card from their account.

## **8.0 NO RETURNS OR REFUNDS**

Except as otherwise provided herein or in Section 14.2, the Business Account understands and agrees that its purchases of Business Cards, and Business Passport or Business Choice products purchased for such cards, are final and it is not entitled to any refunds. However, the Business Account may request a refund of the E-purse value remaining on a Business Card if the card is closed. The Lead Agency shall initiate a Card Close and the refund will be processed approximately ten (10) days after the Card Close was initiated. A processing fee of ten dollars (\$10) may be payable by the Business Account to the Lead Agency for each refund that is processed, regardless of number of cards refunded. The Business Account, not the Lead Agency, is responsible for the refunding of such E-purse value, if any, to the individual Cardholder to whom the Business Card had been distributed.

## **9.0 BUSINESS ACCOUNT WEBSITE**

- 9.1. The myORCA.com website is the primary means by which the Business Account shall purchase ORCA Business Cards, Business Passport and Business Choice Products, manage its Business Cards and obtain information about the use of said cards. As a condition of participation in the Business Passport program, the Business Account agrees that it will use the myORCA.com website when it is available and that each access and use of said website shall be subject to the ORCA Terms of Use and ORCA Privacy Statement that are in effect and posted on the myORCA.com website at the time of such access and use.
- 9.2. The Business Account understands and agrees that uninterrupted access to and use of the myORCA.com website is not guaranteed and agrees that it will contact its representative at the Lead Agency by email or telephone if the website is not available.
- 9.3. At the time the Business Account enters into the ORCA program, the Business Account's Primary Contact (Super Admin) will be provided a password to access myorca.com. The Super Admin will be responsible for adding additional admins to the Business Account. The Business Account is solely responsible for managing their account's users. The Business Account is also solely responsible for complying with the security standards specified in *Attachment 5 ORCA Business Account Security Standards*, which is incorporated in this Agreement by this reference.

## **10.0 INFORMATION PROVIDED BY THE AGENCIES AND THE ORCA SYSTEM**

- 10.1 The Business Account understands and agrees that the data, reports or any information provided to it via the myORCA.com website or otherwise, is and remains the sole property of the Agencies and nothing shall be construed as a transfer or grant of any copyright or other property interest in such data, reports or information. The Agencies hereby grant to the Business Account a non-exclusive license to use any data, reports or information provided by the Agencies, via the myORCA.com website or otherwise, for any lawful purpose related to the administration of the transportation benefits program of the Business Account.



10.2 The ORCA System will record data each time an ORCA Business Card is presented to an ORCA device for fare payment and to load a product. Such transaction data includes, but is not limited to, the date, time, and location (or route) of the transaction. The Business Account may routinely access such transaction data related to its Business Cards to the extent provided via the myORCA.com website. Said website and its reports do not provide the Business Account Business Card transaction data linked to card serial numbers for the purpose of preventing fraud, the Primary Contact Person of the Business Account may submit a written request to the Lead Agency for transaction data related to a specific card number or for a card number linked to a specific transaction. Fraud is defined as intentional deception or misrepresentation by a person with knowledge that it will result in an unauthorized benefit to him, her, or some other person. The submittal is not intended to be used to request data for multiple cards or all cards managed by the Business Account. The written request shall include the following:

10.2.1 Card number or the date, time and other known details about the specific transaction for which a card serial number is being requested;

10.2.2 Detailed statement as to why the information is germane to the prevention of fraud; and

10.2.3 The signature of the Primary Contact Person.

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

## **11.0 PUBLIC RECORDS**

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

## **12.0 INDIVIDUAL USE OF BUSINESS CARD AFTER LEAVING A BUSINESS ACCOUNT**

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

## **13.0 ORCA SERVICES SUBJECT TO CHANGE**

The Agencies seek to continually improve and enhance the ORCA Services. With thousands of organizations, schools, and other entities entering into business account agreements at varying dates in the year, the Agencies are unable to guarantee to each business account that the ORCA Services will not change during the term of its agreement. The Business Account understands and agrees that one or more ORCA Services may be changed, suspended or terminated from time to time without prior notice to, or agreement by, the Business Account, including but not limited to changes in the look, feel, content and functions of the myORCA.com website. If the Business Account is dissatisfied with a change in the ORCA Services, however, it may terminate this Agreement for its convenience in accordance with the provisions of Section 14.2.

## **14.0 TERMINATION**

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

## **15.0 EXCLUSION OF WARRANTIES**

- 15.1 ALL ORCA SERVICES PROVIDED ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY USE OF THE ORCA SERVICES IS AT THE BUSINESS ACCOUNT'S SOLE DISCRETION AND RISK.
- 15.2 BY WAY OF EXAMPLE, AND NOT LIMITATION, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SPECIFICALLY DO NOT REPRESENT AND WARRANT THAT:
- A. THE BUSINESS ACCOUNT'S USE OF THE ORCA SERVICES WILL BE UNINTERRUPTED, TIMELY, FREE FROM ERROR AND OTHERWISE MEETING ITS REQUIREMENTS;
  - B. ANY INFORMATION OBTAINED BY THE BUSINESS ACCOUNT AS A RESULT OF USING THE ORCA SERVICES WILL BE ACCURATE AND RELIABLE; AND
  - C. ANY USE OF THE ORCA WEBSITE, INCLUDING BUT NOT LIMITED TO THE CONTENT OR MATERIAL DOWNLOADED FROM SAID WEBSITE, WILL BE FREE OF DEFECTS, VIRUSES, MALWARE, HACKS OR POTENTIALLY HARMFUL INTRUSIONS.
- 15.3 TO THE EXTENT PERMITTED BY LAW, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES OF QUIET ENJOYMENT OR NON-INFRINGEMENT; AND ANY WARRANTIES CREATED BY TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.
- 15.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE AGENCIES OR THE ORCA SYSTEM SHALL REVISE OR CREATE ANY WARRANTY.

## **16.0 NOTICES**

- 16.1 Any notice required to be given under the terms of this Agreement shall be directed either by email or regular mail to the Parties' Designated Representatives, as specified in Attachment 2, or to the last person and address provided by a Party in accordance with Section 16.2.
- 16.2 Each Party shall immediately notify the other Parties of any changes to its Designated Representatives' contact information. The Business Account shall also immediately notify the Lead Agency of any changes in any other information provided in its application.

## **17.0 FORCE MAJEURE**

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



## **18.0 APPLICATION OF AGENCY FARES AND OTHER POLICIES**

The purchase, distribution and use of Business Cards and ORCA Products by the Business Account and its Cardholders, and access to and use of the ORCA website, shall be subject to all applicable federal, state and local law, regulations, ordinances, codes and policies, including but not limited to the ORCA Cardholder Terms of Use and ORCA Privacy Statement (posted on the ORCA website and available in printed form upon request to the Lead Agency), and the Agencies' respective fares, transfer rules, codes of conduct and other operating policies and procedures.

## **19.0 PROHIBITED DISCRIMINATION**

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

## **20.0 COMPLIANCE WITH APPLICABLE LAW**

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

## **21.0 LEGAL RELATIONS**

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

### **21.2 LIMITATION ON LIABILITY**

- A. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO:
  - 1. ANY RELIANCE PLACED BY THE BUSINESS ACCOUNT ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY

INFORMATION PROVIDED TO THE BUSINESS ACCOUNT BY OR THROUGH THE ORCA SERVICES;

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

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

- 21.3 No Waiver. The Business Account agrees that if the Lead Agency does not exercise or enforce any legal right or remedy which is contained in the Agreement or under applicable law, this will not be taken to be deemed to be a waiver or modification of the Lead Agency's

rights and remedies, and that those rights or remedies will still be available to the Lead Agency.

- 21.4 **Governing Law and Forum.** This Agreement and all provisions hereof shall be interpreted and enforced in accordance with, and governed by, the applicable law of the State of Washington and of the United States of America without regard to its conflict of laws provisions. The exclusive jurisdiction and venue for conducting any legal actions arising under this Agreement shall reside in either the Federal District Court or the State of Washington Superior Court, as applicable, that is located in the county in which the Lead Agency's primary administrative office is located. The Business Account hereby consents to personal jurisdiction and venue in said courts and waives any right which it might have to conduct legal actions involving the Agencies in other forums.
- 21.5 **Attorneys' Fees and Costs.** In the event of litigation between the parties related to this Agreement, the Court is authorized to award the substantially prevailing party its costs, fees and expenses including reasonable attorney fees to the extent authorized by the Court and permitted by applicable law.
- 21.6 **Survival.** Sections 4, 5, 10, 15 and 21 shall survive and remain effective notwithstanding any termination of this Agreement.
- 21.7 **Use of ORCA name and logos.** The Business Account understands and agrees that the "ORCA" name and logos are trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Agencies without written permission. The Agencies understand and agree the Business Account name and logo may be trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Business Account without written permission.

## **22.0 SUCCESSORS AND ASSIGNS**

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

## **23.0 ENTIRE AGREEMENT AND WRITTEN AMENDMENTS**

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

## **24.0 SEVERABILITY**

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

and effect unless the provisions that are invalid and unenforceable substantially impair the value of the entire Agreement to any party.

## **25.0 AUTHORITY TO EXECUTE**

Each party to this Agreement represents and warrants that: (i) it has the legal power and authority to execute and perform this Agreement and to grant the rights and assume its obligations herein; and (ii) the person(s) executing this Agreement below on the party's behalf is/are duly authorized to do so, and that the signatures of such person(s) is/are legally sufficient to bind the party hereunder.

## **26.0 COUNTERPARTS**

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

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

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

## ATTACHMENT 1

### ORCA BUSINESS PASSPORT - PRODUCTS, PRICING AND TERMS

Business Account: City of Redmond  
ORCA Business ID#: 1282  
Federal Tax ID #: 91-6001492  
Agreement Type: Business Passport  
Program Term: August 1, 2023 – July 31, 2024

#### Business Passport Products

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

#### Business Passport Pricing

Product	Cost
Transit	E-purse per trip rate
Cards	\$3.00 each
Service Charge	\$2,820.00
Vanpool/Vanshare—King County Metro	\$18,000.00
Vanpool/Vanshare—Community Transit	\$0.00
Vanpool/Vanshare—Kitsap Transit	\$0.00
Vanpool/Vanshare—Pierce Transit	\$0.00

#### Transit Per Trip Rate

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

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

#### Card Costs

Card orders can be placed by the customer on the Business Account website.  
Cards cost three dollars (\$3) each and will be invoiced per payment terms.

#### Card Logo Permission

ORCA Business Passport Agreement  
City of Redmond  
August 1, 2023 – July 31, 2024

Page 15

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

### **Vanpool and Vanshare Service**

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

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

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

### **Business Passport Payment Terms**

- |   |
|---|
| <ul style="list-style-type: none"><li>• Transit usage (trips taken on Bus, Ferry, Monorail, Rail, Seattle Streetcar), card orders and card logo fees will be invoiced monthly, due net 30 days from receipt of invoice.</li><li>• Service Charge, and Vanpool/Vanshare costs will be invoiced in full at the start of the Program Term, due net 30 from receipt of invoice.</li></ul> |
|---|

## ATTACHMENT 2

### DESIGNATED REPRESENTATIVES

	<b>BUSINESS ACCOUNT - Primary</b>	<b>LEAD AGENCY – Primary</b>
Name	LaNaya Taylor	Rocco DeVito
Title	Employee Transportation Coordinator	Customer Relationship Manager
Address	City of Redmond 15670 NE 85 <sup>th</sup> St PO Box 97010 Redmond, WA 98073-9710	King County Metro Transit 201 South Jackson Street MS: KSC-TR-0326
Telephone	(425) 556-2482	206-263-3391
E-Mail	ltaylor@redmond.gov	rdevito@kingcounty.gov
	<b>BUSINESS ACCOUNT - Secondary</b>	<b>LEAD AGENCY – Secondary</b>
Name	Vangie Garcia	Stacie Khalsa
Title	Transportation, Planning and Engineering Manager	Business Programs Lead
Address	City of Redmond 15670 NE 85 <sup>th</sup> St PO Box 97010 Redmond, WA 98073-9710	King County Metro Transit 201 South Jackson Street MS: KSC-TR-0326
Telephone	(425) 556-2446	206-263-8952
E-Mail	vgarcia@redmond.gov	Stacie.khalsa@kingcounty.gov
	<b>BUSINESS ACCOUNT - Billing</b>	
Name	Jodi Daub	
Title	Department Administrative Coordinator	
Address	City of Redmond 15670 NE 85 <sup>th</sup> St PO Box 97010 Redmond, WA 98073-9710	
Telephone	(425) 556-2482	
E-Mail	jdaub@redmond.gov	

**ATTACHMENT 3**  
**ELIGIBLE BUSINESS CARDHOLDERS**

**Definition and Number of Eligible Participants**

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



## ATTACHMENT 4

### SAMPLE - ORCA BUSINESS CARDHOLDER RULES OF USE

(Business account can customize content for means of communicating with employees.)

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

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

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

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

## ATTACHMENT 5

### ORCA BUSINESS ACCOUNT SECURITY STANDARDS

#### 1.0 Application Security

- 1.1 At the time the Business Account enters into the ORCA program, a unique password will be used by each Business Account authorized to enable access to myORCA.com.
- 1.2 The Business Account shall use a strong password that meets the following criteria:
  - a. Length - At least eight (8) characters in length or the maximum length permitted by the ORCA system, whichever is shorter.
  - b. Elements - Contains one each of at least one character from each of the following four (4) groups.
    - 1. English upper case letters (A, B, C...)
    - 2. English lower case letters (a, b, c...)
    - 3. Westernized Arabic numbers: 0, 1, 2...9
    - 4. Special characters: #%&\$\*!@^()[]{}<>|?/'"+=.,
- 1.3 The Business Account shall restrict access to the myORCA.com website by providing its user id and password to only the employee(s) who have a business "need to know" and who are authorized by the Business Account as "system user(s)". If the password is updated for reasons listed in (a) or (b), then the security questions for that same account shall be updated as well.
- 1.4 Access to the ORCA myORCA.com website is restricted to the purpose of authorized administrative support for the ORCA Business Account program
- 1.5 The Business Account's password shall be changed at least quarterly but also immediately upon (a) a system user leaving the Business Account's employment or otherwise losing his/her status as an authorized user; and (b) the Business Account learning that the password has been obtained by unauthorized persons or entities.
- 1.6 The Business Account's Primary Contact will review security policies and guidelines with system users at least quarterly.

#### 2.0 Physical Security

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

### **3.0 Incident Management**

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



## Memorandum

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-107  
**Type:** Consent Item

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

Executive	Lisa Maher	425-556-2427
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**DEPARTMENT STAFF:**

Executive	Jenny Lybeck	Sustainability Program Manager
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**TITLE:**

Approval of the AmeriCorps Fellowship Agreement with CivicWell for \$62,000

**OVERVIEW STATEMENT:**

This agreement will permit the addition of two CivicSpark Fellows for the 2023-2024 service year to support climate and sustainability efforts. One Fellow will be dedicated to Redmond ESAP implementation efforts, and the other will support the regional Energy Smart Eastside outreach efforts. Costs for the regional Fellow will be shared among the cities of Redmond, Bellevue, Kirkland, Issaquah, and Mercer Island.

CivicSpark is an AmeriCorps program dedicated to building capacity for local governments in California, Washington, and Colorado to address emerging environmental and social equity resilience challenges such as climate change. The CivicSpark program is administered by CivicWell. This is Redmond's second year participating in this program.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Environmental Sustainability Action Plan
- **Required:**  
City contracting limits require Council approval on professional service agreements above specific thresholds.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Approval of this agreement will increase capacity for City and regional climate and sustainability initiatives.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

The total cost of the agreement is \$62,000 (\$31,000/Fellow). One CivicSpark Fellow will be dedicated to Redmond ESAP implementation efforts, and the other will support the regional Energy Smart Eastside program. The costs for the regional program support will be split five ways among the participating cities. Redmond's total budget impact for this item is \$37,200.

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

**Budget Offer Number:**

0000007

**Budget Priority:**

Healthy and Sustainable

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

**If yes, explain:**

N/A

**Funding source(s):**

City funds and reimbursement from partner jurisdictions

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The CivicSpark service year begins in September. Failure to approve the agreement in July will impact participation in the program.

**ANTICIPATED RESULT IF NOT APPROVED:**

Failure to approve the agreement will result in reduced capacity for local and regional climate and sustainability efforts.

**ATTACHMENTS:**

Attachment A: Agreement

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT (“Agreement”) is made and entered into as of July 17, 2023 (“Effective Date”) by and between the City of Redmond (“Partner”) and CivicWell (formerly, Local Government Commission), a California nonprofit public benefit corporation.

### **RECITALS**

A. CivicWell administers the CivicSpark program as part of the federal AmeriCorps program. The CivicSpark Program provides capacity building services to local organizations through project implementation activities performed by CivicWell teams, CivicWell staff and CivicSpark Fellows (“Fellows”). Fellows can only work on contracted and allowable service activities. CivicSpark will provide this service to the Partner by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to Partner’s staff.

B. Partner desires to engage CivicWell to provide certain services through the CivicSpark program. CivicWell desires to provide those services and to be compensated accordingly.

C. Partner and CivicWell enter into this Agreement in order to memorialize the terms concerning CivicWell's performance of the services and Partner's obligations with respect thereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, Partner and CivicWell hereby covenant and agree as follows:

### **AGREEMENT**

1. CivicWell’s Scope of Services. During the term of this Agreement, CivicWell agrees to perform the services described in Exhibit B - Scope of Services, (“Services”) attached hereto and incorporated herein. The project for which the services are provided must align with the performance measures and may not involve any of the prohibited activities set forth in Exhibit A – Contracted Performance Measures and Prohibited Activities attached hereto and incorporated herein.

2. Partner’s Responsibilities. During the term of this Agreement, Partner agrees to perform the responsibilities and roles as described in Exhibit C – Partner Responsibilities, attached hereto and incorporated herein, as such responsibilities and roles relate to Partner’s participation in the CivicSpark program.

3. Compensation; Reimbursable Expenses.

(a) For the Services provided by CivicWell under this Agreement, Partner shall pay CivicWell the compensation set forth in Exhibit D - Compensation, attached hereto and incorporated herein.

(b) CivicWell shall be entitled to reimbursement for out-of-pocket expenses incurred in the performance of this Agreement limited to those expenses listed in Exhibit E - Reimbursable Expenses, attached hereto and incorporated herein, up to the maximum amount set forth in Exhibit E.- Reimbursable Expenses. Upon receipt of CivicWell’s invoice, Partner shall notify CivicWell if it has any exceptions to CivicWell’s invoice. When CivicWell and Partner are in agreement on the terms of CivicWell’s invoice, Partner shall submit the invoice for payment. Partner shall reimburse CivicWell within thirty (30) days of receiving the invoice.

4. Term. The term of this Agreement shall commence and CivicWell's duties and responsibilities under this Agreement shall begin as of the date first written above and shall continue, as agreed to in the timeline defined in



Exhibit F (“Term”). This Agreement is subject to earlier termination as provided herein, until the services are complete and all compensation and reimbursable expenses are paid to CivicWell.

5. Termination. This Agreement may be terminated prior to the end of the Term upon the bankruptcy or insolvency of either party or upon 30 days’ written notice by the terminating party to the non-terminating party.

If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate the Agreement by giving written notice to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For purposes of this provision, material breach of this Agreement includes, but is not limited to, the following: (a) Partner’s failure to pay CivicWell any compensation due within 30 days after written demand for payment; (b) CivicWell’s failure to perform the Services as provided in this Agreement; or (c) either party’s material breach of any representation or agreement contained in this Agreement.

5. Excuse of Performance. CivicWell's obligation to perform the services specified in this Agreement shall be excused if the performance is prevented or substantially delayed due to circumstances not caused, in whole or in part, by CivicWell, including any such circumstances caused by Partner.

6. Independent Contractor. It is the express intention of the parties that CivicWell is an independent contractor and not an employee, agent, joint venturer, or partner of Partner. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Partner and CivicWell or any employee or agent of CivicWell. Both parties acknowledge that CivicWell may retain the services of others to assist it but that such persons as CivicWell’s employees are not Partner employees for any purpose. CivicWell further agrees that it shall be exclusively responsible for payment of compensation and benefits to any employee it retains and shall be liable for all taxes required to be reported and remitted to appropriate tax authorities.

7. Insurance. CivicWell agrees to maintain: (1) commercial general liability insurance with minimum limits of \$1,000,000, written on an occurrence form basis and \$3,000,000 general aggregate, protecting it from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of CivicWell’s Services hereunder or from or out of any act or omission of CivicWell, its officers, directors, agents, subcontractors or employees; (2) professional liability insurance with minimum limits of \$2,000,000; (3) worker’s compensation insurance as required by law; and (4) hired and non-owned auto insurance with minimum limits of \$1,000,000 for each accident. If requested, CivicWell shall provide a certificate of said insurance and an additional insured endorsement to Partner within 10 days of the execution of this Agreement.

8. Indemnification. To the extent limited by applicable law, each party to this Agreement (“Indemnitor”) shall defend, indemnify, defend and hold harmless the other party (“Indemnitee”) and its directors, officers, agents, contractors, volunteers, and employees, from and against any and all liabilities and claims, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure by the Indemnitor of or in any way related to the Indemnitor’s performance of this Agreement or representations made in this Agreement. This provision shall survive the termination of this Agreement.

9. Ownership of Documents. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by CivicWell while performing Services under this Agreement will be assigned to and owned jointly by CivicWell and Partner. The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related documents prepared by CivicWell in the performance of the Services for Partner shall be the joint property of CivicWell and Partner.

10. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered, or three (3) business days after

mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

To Partner:

Jenny Lybeck  
City of Redmond  
15670 NE 85<sup>th</sup> St  
Redmond, WA, 98073  
425-556-2121  
Fax: 425-556-2900  
jlybeck@redmond.gov

To CivicWell:

Lare Bloodworth  
CivicWell  
980 9th Street, Suite 1700  
Sacramento, CA 95814-2736  
916-448-1198 x302  
916-448-8246 fax  
lbloodworth@civicwell.org

Either party may change its address by giving written notice thereof to the other party.

11. Attorneys' Fees. The party prevailing in any action at law or in equity necessary to enforce or interpret the terms of this Agreement shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

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

13. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. In particular, neither party may vary the scope of services described in Exhibit B – Scope of Services or responsibilities in Exhibit C – Partner Responsibilities except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the Services described in Exhibit B – Scope of Services and any modification may affect direct labor costs and project expenses and must be approved in writing by Partner

14. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

15. Severability. If, for any reason, any provision or partial provision of this Agreement is held invalid, such invalidity shall not affect the remainder of such provision or any other provision of this Agreement not so held invalid, and each other provision, or portion thereof, shall, to the full extent consistent with law, continue in full force and effect.

16. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

17. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or

her principal to execute this Agreement and to bind such principal to the terms hereof.

18. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

Dated as of the Effective Date set forth above.

PARTNER:

City of Redmond;

By \_\_\_\_\_  
[Name, Title]

CIVICWELL;

CIVICWELL, a California nonprofit public benefit corporation

By \_\_\_\_\_  
Lare Bloodworth, Chief Financial Officer

## **Exhibit A**

### **Contracted Performance Measures and Policies**

CivicWell has contracted with AmeriCorps to implement CivicSpark as an AmeriCorps program. **Fellows can only work on service outlined in performance measures approved by AmeriCorps and must abide by Federal guidelines for AmeriCorps program implementation.** Performance measures define how CivicSpark will provide service to Partner by: conducting assessments; implementing planning, research or implementation projects; engaging volunteers; and transferring knowledge to Partner staff. The project scope in Exhibit B must align with the measures below:

- 1) Capacity Building for Local Public Organizations – Fellows’ direct service hours should be spent building capacity for local service recipients to address their relative needs with regard to specific issues (e.g., climate, water, housing etc.). Fellows will address these needs by assisting one or more local service recipients to develop or implement projects that they would otherwise not be able to complete. Capacity building will be delivered in 3 stages, including: (1) gap assessments; (2) research, planning, and implementation service projects; and (3) transition of knowledge.
- 2) Volunteer Engagement – All Fellows should have the opportunity to build further capacity by engaging, recruiting, and supporting volunteers. Volunteers may be engaged as either one-time volunteers (e.g., – volunteers to assist for a specific event such as Earth Day or service activities) or as on-going volunteers such as interns).
- 3) Training and Professional Development for Fellows – Fellows can spend up to 20% of their service year (340 of their 1700 total hours) on training. Training includes the one-week orientation at the start of the service year, mid-year gathering, continued monthly trainings, and professional development and networking opportunities. Training hours ensure that Fellows have the training and tools they need to succeed in their service work and to grow as professionals.

The majority of the work provided by CivicSpark to Partner via direct service only involves the first measure (Capacity Building). The second and third measure is predominantly met through training, service and professional development activities provided to the Fellows by CivicWell. Some activities that occur while working with local government beneficiaries or other project partners may be considered training and professional development, such as networking events and trainings conducted by or attended in partnership with Partner.

Prohibited Activities: Federal guidelines further restrict certain activities, which cannot be engaged in by CivicSpark Fellows or Supervisors while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the CivicSpark program or AmeriCorps, this includes direct fundraising or grant writing which are not allowable activities in CivicSpark. **In addition to only working on contracted performance measure service activities, the following activities are prohibited** (see 45 CFR § 2520.65):

- (1) Attempting to influence legislation;
- (2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- (3) Assisting, promoting, or deterring union organizing;
- (4) Impairing existing contracts for services or collective bargaining agreements;
- (5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- (6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- (7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities

devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

- (8) Providing a direct benefit to—
  - (i) A business organized for profit;
  - (ii) A labor union;
  - (iii) A partisan political organization;
  - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - (v) An organization engaged in the religious activities described above, unless AmeriCorps assistance is not used to support those religious activities;
- (9) Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- (10) Providing abortion services or referrals for receipt of such services; and
- (11) Such other activities as AmeriCorps may prohibit.

Fellows, like other private citizens, **may** participate in the above listed activities **on their own time, at their own expense, and on their own initiative**. However, the AmeriCorps logo **must not** be worn while doing so.

Reasonable Accommodations: Per Federal Guidelines and CivicWell policies, the CivicSpark programs and activities must follow equal opportunity employment requirements and be accessible to persons with disabilities by providing reasonable accommodation. In support of this:

- (1) CivicWell and Partner will comply with Equal Opportunity Employment guidelines.
- (2) CivicWell and Partner will endeavor to make reasonable accommodations to known physical or mental limitations of qualified AmeriCorps members with disabilities unless the accommodation would impose an undue hardship on the program operations.
- (3) CivicWell and Partner will endeavor to accommodate the sincere religious beliefs of AmeriCorps Members to the extent such accommodation does not pose an undue hardship on the Organization's operations.
- (4) CivicWell and Partner will not allow any form of retaliation against individuals who raise issues of equal employment opportunity or reasonable accommodation.

Non-Duplication and Non-Displacement: Federal guidelines further restrict engagement of CivicSpark Fellows to duplicate or displace staff (see 45 CFR § 2540.100(e)-(f))

(1) Nonduplication. AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(2) Nondisplacement.

- (i) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.
- (ii) An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
- (iii) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

(iv) A participant in a program receiving AmeriCorps assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

(v) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—

1. Will supplant the hiring of employed workers; or
2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

(vi) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—

- i. Presently employed worker;
- ii. Employee who recently resigned or was discharged;
- iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
- iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
- v. Employee who is on strike or who is being locked out.

Non-Harassment and Civil Rights Policy:



## Program Non-Harassment and Civil Rights Policy – March 18, 2021

AmeriCorps (the Corporation for National and Community Service adopted the operating name "AmeriCorps" as of September 29, 2020) has zero tolerance for unlawful harassment of any individual or group of individuals engaged in national service. AmeriCorps is committed to treating all persons with dignity and respect. Our agency prohibits all forms of discrimination and harassment based on race, color, national origin, gender, age (40 and over), religion, sexual orientation, disability (mental or physical), gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. All programs administered by or receiving federal financial assistance from AmeriCorps must be free from all forms of discrimination and harassment.

Harassment may include slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation, or any other legally-protected status when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Examples of harassing conduct include but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over, or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, emails, or phone calls; distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; and demeaning, debasing, or abusive comments or actions that intimidate.

AmeriCorps does not tolerate harassment from anyone, including any AmeriCorps employee or supervisor; a project or site employee or supervisor; a non-employee (e.g., client); a co-worker; a national service participant. Any discrimination or harassment, when identified, will result in immediate corrective action, up to and including, removal or termination of any individual engaging in such misconduct.

All recipients receiving AmeriCorps financial or volunteer assistance, including individuals, organizations, programs, and/or projects are subject to this zero-tolerance policy. Recipients must take immediate corrective action to investigate and rectify any complaints of any discrimination or harassment. Any AmeriCorps awardee permitting discrimination or harassment in violation of this policy will be subject to a finding of non-compliance, which may result in termination of federal financial assistance.

Harassment based on race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information, or military service is unacceptable in AmeriCorps' offices or campuses, in other service-related settings such as training sessions or service sites, and at service-related social events. I expect supervisors and managers of AmeriCorps programs and projects, when made aware of alleged discrimination or harassment by employees, national service participants, or any other individuals, to investigate and take prompt action to effectively address any discrimination or harassment. AmeriCorps prohibits any retaliatory action against a person who raises any discrimination or harassment concerns.

If you believe you have been discriminated against in violation of any civil rights laws, regulations, or this policy, or have been subject to retaliation for opposing discrimination or participating in discrimination complaint proceedings (e.g., as a complainant or witness) in any AmeriCorps program or project, contact the AmeriCorps Equal Opportunity Program (EOP). The EOP may be reached at (202) 606-7503 or [eo@cns.gov](mailto:eo@cns.gov).

The EOP manages national service participant civil rights and harassment concerns. You must contact the EOP within 45 calendar days of an occurrence of discrimination or harassing conduct. You are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If you choose to pursue another dispute resolution procedure, it does not suspend the 45-day time limit requirement to contact the EOP. Discrimination and harassment claims brought to the attention of the EOP outside 45 calendar days of an occurrence may not be accepted for investigation in a formal complaint of discrimination.

A handwritten signature in black ink that reads 'Mal Coles'.

Mal Coles  
Acting Chief Executive Officer  
AmeriCorps



## **Exhibit B**

### **Scope of Services**

CivicWell will perform the following services:

- 1) General Program Responsibilities
  - a. Provide clear guidelines to Fellows regarding AmeriCorps regulations and expectations.
  - b. Recruit and train Fellows to provide capacity building services for the region.
  - c. Work to provide support and guidance for Fellows, addressing any concerns that might develop during the service year.
  - d. Hold Fellows accountable for the desired service results and work with Fellows on their professional development and behavior.
  - e. Manage local government beneficiary and/or other partner service contracts.
  - f. Share outcomes from service with Partner.
- 2) Fellow Responsibilities
  - a. Pass a state, national, and National Sex Offender Public Website (NSOPW) background check before starting their service year.
  - b. Participate in a 1-week program orientation and complete at least 100 hours of training through dedicated Fellow training, development, and service days.
  - c. Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 total hours, with at least 1300 hours dedicated to Partner project activities (see below).
  - d. Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Exhibit A above.
  - e. Complete accurate project reporting in a timely manner as required by AmeriCorps, including: assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments.
  - f. Avoid participation in prohibited activities.
  - g. Identify as a Fellow and wear AmeriCorps lapel pins or gear during service hours.
  - h. Participate in days of national service including, but not limited to: Martin Luther King, Jr. Day of Service; State Day of Service, and AmeriCorps week Service Day.
- 3) Project Specific Scope of Work
  - a. Data and Reporting
    - i. In support of Redmond's Environmental Sustainability Action Plan (ESAP), the Fellow will support data collection, analysis, and reporting efforts.
  - b. Outreach and Engagement
    - i. The Fellow will assist in the development and implementation of culturally responsive outreach and engagement efforts to further raise awareness about the ESAP and the City's sustainability efforts and programs, and the Energy Smart Eastside Program.
  - c. This project will include: (1) an initial gap assessment conducted by the Fellow, (2) a volunteer engagement component, and (3) a transitional support activity.
    - i. Minor changes to the scope following the requisite gap assessment process may be needed.
    - ii. The project will comply with AmeriCorps service guidelines including prohibited activities described in Exhibit A – Contracted Performance Measures and Prohibited Activities.



## **Exhibit C**

### **Partner Responsibilities**

Partner will perform the following services:

- (1) Support Responsibilities
  - (a) Support Fellow recruitment by advertising your open placement through appropriate channels and networks (e.g., websites, newsletters, social media, job boards, etc.)
  - (b) Identify one staff member to act as the “Site Supervisor” for the project, and point person for both the Fellow and CivicSpark staff.
  - (c) Site Supervisor shall support project implementation and professional development by:
    - (i) Setting aside at least 1 hour/week to check in with each Fellow and provide assistance for each approved project.
    - (ii) Familiarizing Fellows to the host organization (including safety procedures and protocols), resources, and project scope.
    - (iii) Completing an initial performance assessment of each Fellow (survey and goal setting) within 1 month of the start of the service year; conducting a mid-year performance review; and completing a final performance review survey prior to the end of the service year.
    - (iv) Seeking opportunities to integrate Fellows’ professional goals into project activities.
    - (v) As appropriate, facilitating Fellows’ transition at the end of their service year by introducing Fellows to relevant colleagues and networks.
    - (vi) Provide adequate professional workspace for Fellows within the office (e.g., desk, computer, phone), and ensure that site and workplace are accessible to individuals with disabilities if needed.
      1. Provide a laptop or equivalent computer if Fellow(s) will be teleserving from home on a regular basis (e.g. hybrid schedule).
    - (vii) If needed due to shelter-in-place requirements, be able to support remote service for Fellows (e.g., remote access to files, plans for remote check-in and support, technology support for remote work)
  - (d) Develop defined project scope(s) and identify goals to be completed in agreed upon timeframe.
    - (i) Ensure key staff for each defined project completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year.
    - (ii) Ensure key staff for each defined project participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
  - (e) Support implementation of project(s) consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)
  - (f) Keep Regional Coordinators and/or other CivicWell staff apprised of project developments and/or challenges, and working to redefine project scope(s) and goals as necessary.
  - (g) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the Fellow and share with CivicWell staff in a timely manner so CivicWell staff can assess the challenges and intervene as needed.
  - (h) Assist with occasional site visits to Partner by CivicWell staff.
  - (i) Not displace Partner staff or volunteers through the use of CivicSpark Fellows, nor have CivicSpark Fellows perform any services or duties that would supplant the hiring of employed workers.
  - (j) Not offer the CivicSpark Fellow part-time work that is substantially similar to their CivicSpark scope of work, nor offer them full time employment with a start date prior to the

service year-end date. Such circumstances would constitute a material breach of this Agreement as described under 5. Termination above, and Partner would remain responsible for paying any remaining amounts due under this Agreement had the Fellow completed their project with the Partner.

- (2) Reporting Responsibilities
  - (a) Complete applications for CivicSpark projects, identifying:
    - (i) Total hours desired for service work;
    - (ii) Identification of at least 2 projects for at least 1 beneficiary per fellow (or 1 project for 2 or more beneficiaries).
      - 1. Beneficiaries can be individual departments within a single local government or even individual staff members within the same department.
      - 2. Specific eligibility requirements are provided here: <http://civicspark.lgc.org/join-civicspark/project/>
  - (b) Ensure a staff person involved in the project from each local government beneficiary completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year. The pre-service survey defines goals for the project and establishes a baseline perspective on issues relevant to the specific project issue (i.e., climate, water, housing, mobility, etc.). The post-service survey evaluates the degree to which the Fellows' work made progress toward the goals and baselines established in the pre-service capacity assessment survey.
  - (c) Ensure a staff person involved in the project from each local government beneficiary participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
  - (d) Submit Fellow performance assessments on time, as described above.
  - (e) Complete any additional project reporting defined as necessary.
  - (f) Allow CivicSpark to share results of all reporting with the state service commission and AmeriCorps, for required grant reporting.

## Exhibit D Compensation

Costs, total project hours<sup>1</sup>, additional prep-hours and travel budget for support options on a per-Fellow basis are defined below.

CivicWell will receive no more than \$62,000 for 2 Fellow(s) for performing the services set forth in this Agreement.

	2023-24 Per Fellow Benefits
Costs	\$31,000/Fellow
Project Support	11 Months, 1,300+ project hours
Additional Benefits	Up to 80 additional project-prep hours. Up to 100 volunteer engagement hours.

Work completed under this contract will be performed by CivicSpark AmeriCorps Fellows.

### Lump Sum Payment

The Partner shall make a one-time, **lump sum payment** to CivicWell that covers the entirety of the amount due for services to be performed. Lump Sum payment is **due within 30 days of Fellow(s)' start date**. In consideration of this single up-front payment, CivicWell shall submit monthly records of hours to date spent by the Fellow to perform the services required under the Agreement. Partner must inform CivicWell prior to the project start if they need invoices to include specific format, tasks, billing codes, or other details. Partner must also provide clear instructions to CivicWell about how time should be tracked and reported, if necessary.

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<sup>1</sup> Note that project hours include all project related activities as well as basic administrative tasks related to CivicSpark service (e.g., completing timecards, progress reports, project related communications with LGC staff, etc.).

## **Exhibit E**

### **Reimbursable Expenses**

CivicWell does not cover project-related expenses related to the service project. All project-related expenses are the responsibility of the Partner.

Expenses that the Partner should plan for include mileage, meals, event fees, and any other expenses needed for the Fellow to implement the project. Fellows should not incur expenses relating to the project unless Partner has funds to cover such expenses.

Should Partner need to have a Fellow incur project-related expenses, those expenses shall be submitted by Fellow to Partner in writing for approval prior to Fellow incurring these expenses and prior to Partner being charged for reimbursement for an expense incurred during the completion of activities outlined in the Scope of Service (Exhibit B”). Partner agrees to make the payment in a timely manner in order for Fellow(s) to be reimbursed.

## **Exhibit F Timeline**

All tasks enumerated in Exhibit B – Scope of Services are to start on September 12, 2023, and should be completed by December 31, 2024. This agreement may be extended for time and money upon agreement from both parties.



## Memorandum

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-108  
**Type:** Consent Item

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

Executive	Lisa Maher	425-556-2427
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**DEPARTMENT STAFF:**

Executive	Cheryl Xanthos	City Clerk
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**TITLE:**

Approval of an Ordinance Updating the Library Board of Trustees in the Redmond Municipal Code

- a. Ordinance No. 3127: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code 4.35, Library Board of Trustees, to Change Term Limits and Providing for the Development of Rules of Procedure

**OVERVIEW STATEMENT:**

The Library Board of Trustees desires to change their term limits from five years to three years. This will allow more people to be able to participate as board members. The current members will be able to finish out their five-year terms and any subsequent term will be for three years. Also, the Library Board of Trustees will adopt a rules of procedure document to provide for the day, time and location of their regular meetings and other meeting procedures.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Any changes to the code must be approved by the Council through the adoption of an ordinance.
- **Council Request:**  
Councilmember Stuart, as a former member of the Library Board of Trustees, requested that staff look into changing the term limits to align with the general board code term limits.
- **Other Key Facts:**  
N/A

**OUTCOMES:**

This will allow more people to be able to serve on the Library Board of Trustees, as there has been an increase in applications and interest in the board. Developing a rules of procedure document will allow meetings to be advertised as regular meetings not special meetings, per state law.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
The Library Board of Trustees discussed and voted in approval to recommend making the change.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

**Budget Offer Number:**  
N/A

**Budget Priority:**  
N/A

**Other budget impacts or additional costs:** ☐ Yes ☐ No ☒ N/A  
**If yes, explain:**  
N/A

**Funding source(s):**  
N/A

**Budget/Funding Constraints:**  
N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

The Library Board of Trustees will continue to have a five-year term.

**ATTACHMENTS:**

Attachment A: Ordinance



CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING REDMOND MUNICIPAL CODE  
4.35, LIBRARY BOARD OF TRUSTEES, TO CHANGE  
TERM LIMITS AND PROVIDING FOR THE DEVELOPMENT  
OF RULES OF PROCEDURE

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WHEREAS, the Library Board of Trustees would like to update code language to align term limits with the general board code, Redmond Municipal Code 4.10; and

WHEREAS, the Library Board of Trustees discussed recommending changing the term length from five years to three and voted unanimously to approve the recommendation; and

WHEREAS, the Library Board of Trustees expressed interest in having the current members fulfill their current five year terms and any subsequent terms will be three years; and

WHEREAS, the Library Board of Trustees will develop a Rules of Procedure to establish a regular meeting schedule; and

WHEREAS, the Redmond City Council now desires to codify these changes.

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

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

Section 2.      Amendment of Section.      RMC 4.35,020, Term of office - Vacancies - Removal, is hereby amended to read as follows:

**4.35.020 Term of office - Vacancies - Removal.**

A. The members of the Library Board of Trustees shall hold office for a term of ~~five~~ **three** years, except that ~~the~~ ~~first~~ appointments **made prior to July 18, 2023, shall complete their five-year term.** ~~be for terms of one, two, three, four and five years, respectively, as determined by the appointing authority. Thereafter, as each term expires, appointments shall be made for a three five-year term. **All subsequent appointments or reappointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy.** Members whose present terms expire on December 31st shall serve until March 31st and all successive terms shall commence on April 1st.~~ No person shall be appointed for more than two consecutive terms. Each member shall hold office until a successor is appointed and confirmed.

Section 3.      Adoption of Section.      RMC 4.35,040, Meetings, is hereby adopted to read as follows:

#### 4.35.040 Meetings

A. The board shall adopt procedural rules governing the transaction of its business. The rules shall include provision of the date, time, and place of regular meetings. All meetings shall be open to the public.

B. A majority of the membership shall constitute a quorum for the transaction of business.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Effective Date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

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

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES E. HANEY, CITY ATTORNEY

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



## Memorandum

**Date:** 7/18/2023  
**Meeting of:** City Council

**File No.** AM No. 23-109  
**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	Becky Frey	Principal Planner
Planning and Community Development	Odra Cárdenas	Planner

**TITLE:**

Redmond 2050 Preferred Growth Alternative

**OVERVIEW STATEMENT:**

Planning staff will describe the Redmond 2050 preferred growth alternative. The preferred growth alternative differs from the preliminary preferred growth alternative presented in September 2022 for two primary reasons:

- It provides capacity for housing for all economic segments of the community. The preliminary preferred growth alternative lacked sufficient capacity for low- and midrise multifamily units to accommodate the need for housing affordable to households earning 0-50% of area median income.
- It assumes development of "middle housing" types that must be accommodated under HB 1110.

The City's environmental consultant is conducting environmental analysis. A supplemental draft environmental impact statement (EIS) will be published in Q3 2023, followed by a final EIS in Q4 2023.

☒ **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:**

The outcome of analyzing a preferred alternative will be a final EIS upon which the City Council can rely to inform its Redmond 2050 policy and regulatory decisions.

#### **COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

Outreach on the Draft EIS occurred from mid-June through early September 2022.

- **Outreach Methods and Results:**

Methods and results for Draft EIS outreach:

- Online questionnaire: 111+ completions
- Storymap: 749 engaged
- Derby Days: 250+ engaged
- Staff workshop: 40 engaged
- Community workshops: 34 engaged
- Public hearings: 11 testified
- Pop-up events: 207+ engaged
- Focus groups: ## participants
- Comment letters: 33 received
- Planning Commission, Community Advisory Committee, and Technical Advisory Committee input

- **Feedback Summary:**

Draft EIS feedback is summarized at <https://redmond.legistar.com/View.ashx?M=F&ID=11237021&GUID=6ABE2011-985A-4543-80EA-21A557C0CE95>.

#### **BUDGET IMPACT:**

**Total Cost:**

\$4,616,401 is the total value of the Community and Economic Development budget offer. This budget offer includes staff and consultant resources necessary to complete Redmond 2050.

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**  
0000040

**Budget Priority:**  
Vibrant and Connected

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

**If yes, explain:**  
N/A

**Funding source(s):**  
General Fund, Washington State Department of Commerce grant

**Budget/Funding Constraints:**  
N/A

☐ 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
3/7/2023	Business Meeting	Receive Information
3/14/2023	Study Session	Provide Direction

**Proposed Upcoming Contact(s)**

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

**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 action at this time.

**ATTACHMENTS:**

Attachment A: Presentation Slides

Attachment B: Redmond 2050 Overview

Attachment C: Q2 2023 Community Involvement Summary *(for information only - not related to preferred alternative or environmental review)*





# Preferred Growth Alternative

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July 18, 2023



# Agenda

- Process and Engagement Recap
- Preferred Growth Alternative
- Next Steps

## **Objective:**

Common understanding of how preliminary preferred alternative evolved into preferred alternative and next steps in environmental review.

# Integrated Plan and Environmental Impact Statement (EIS) Timeline





# Purpose of Draft Supplemental EIS

Incorporate more information about potential policy and regulatory update  
Identify a “preferred alternative” that **incorporates feedback** from the draft EIS and **responds to changes in state law** related to housing

Demonstrate that the City **can accommodate growth** assigned for this periodic review cycle and planning period



# Preliminary Preferred Growth Alternative (Sept. 2022)

2019 - 2050 Growth Capacity Distribution	Preliminary Preferred Alternative	
	Housing Units	Jobs
Overlake Metro Center	11,000	14,500
Downtown Urban Center	6,500	5,000
Marymoor Countywide Growth Center	4,000	2,000
Southeast Redmond IGC study area	-	3,000
Willows Rd. & 90th St. study area	1,000	1,500
<b>CENTERS SUBTOTAL</b>	<b>22,500</b>	<b>26,000</b>
Elsewhere	5,000	7,000
<b>TOTAL GROWTH</b>	<b>27,500</b>	<b>33,000</b>
2050 Capacity Target	24,800	29,760

- ✓ Southeast Redmond Industrial Growth Center (IGC)  
*Continue study*
- ✗ 90th & Willows Local Center  
*Revisit after Redmond 2050*

# Primary Considerations for Preferred Growth Alternative

- **Draft EIS community feedback:**

- Updating Downtown and Overlake baseline info
- Adding more jobs to Downtown
- Keeping to centers as much as possible, but support for corridors as well

- **Focusing growth in centers**

- **Mayor, Council request for capacity buffer to allow flexibility in where growth occurs**

- **Legislative requirements**

- Accommodating housing affordable at all income levels (HB 1220)
  - *Increased capacity for low- and mid-rise multifamily that could be affordable to households earning 0-50% of area median income*
- Middle housing (HB 1110)
  - *Modest changes in anticipation of incremental redevelopment in residential zones*

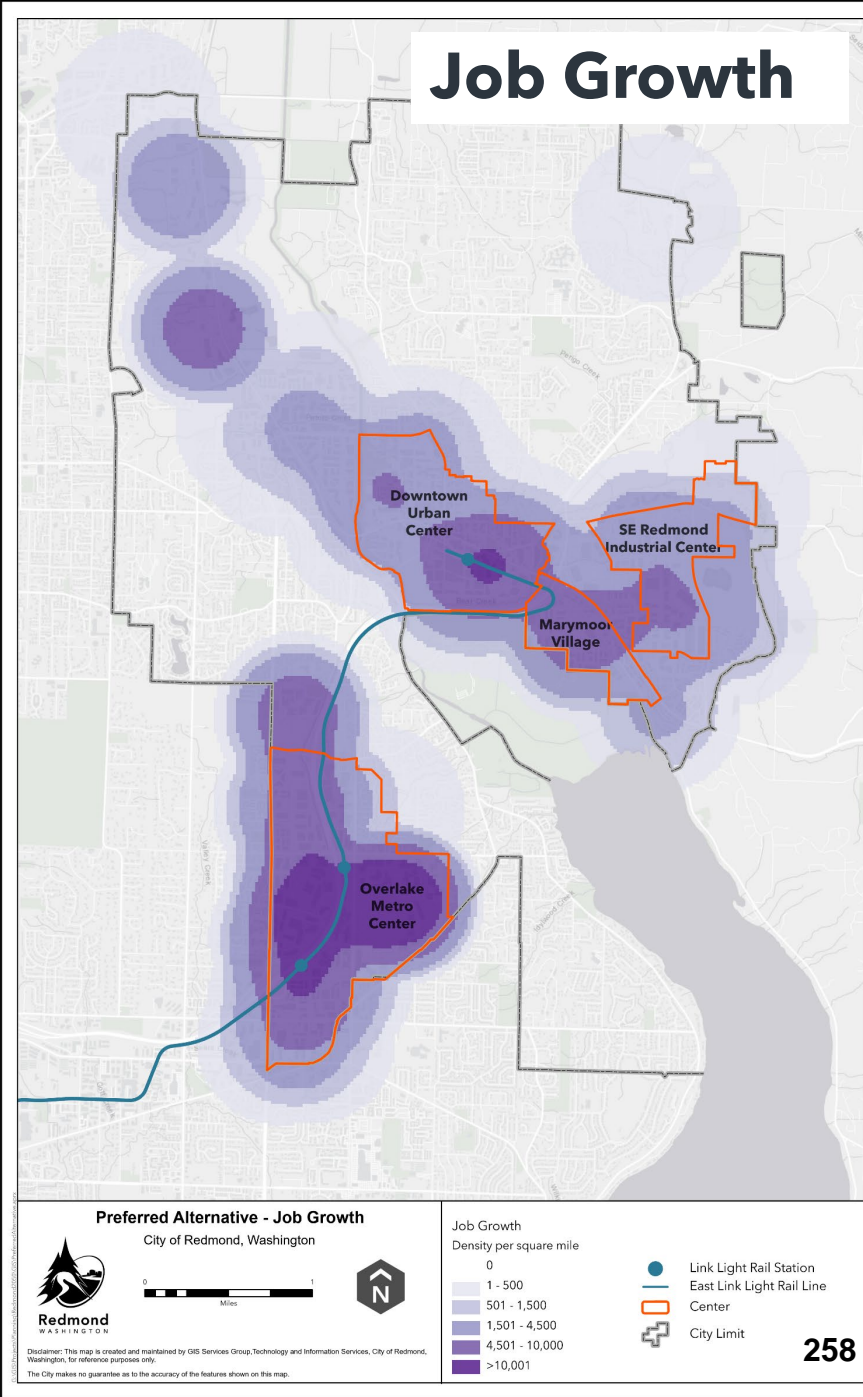
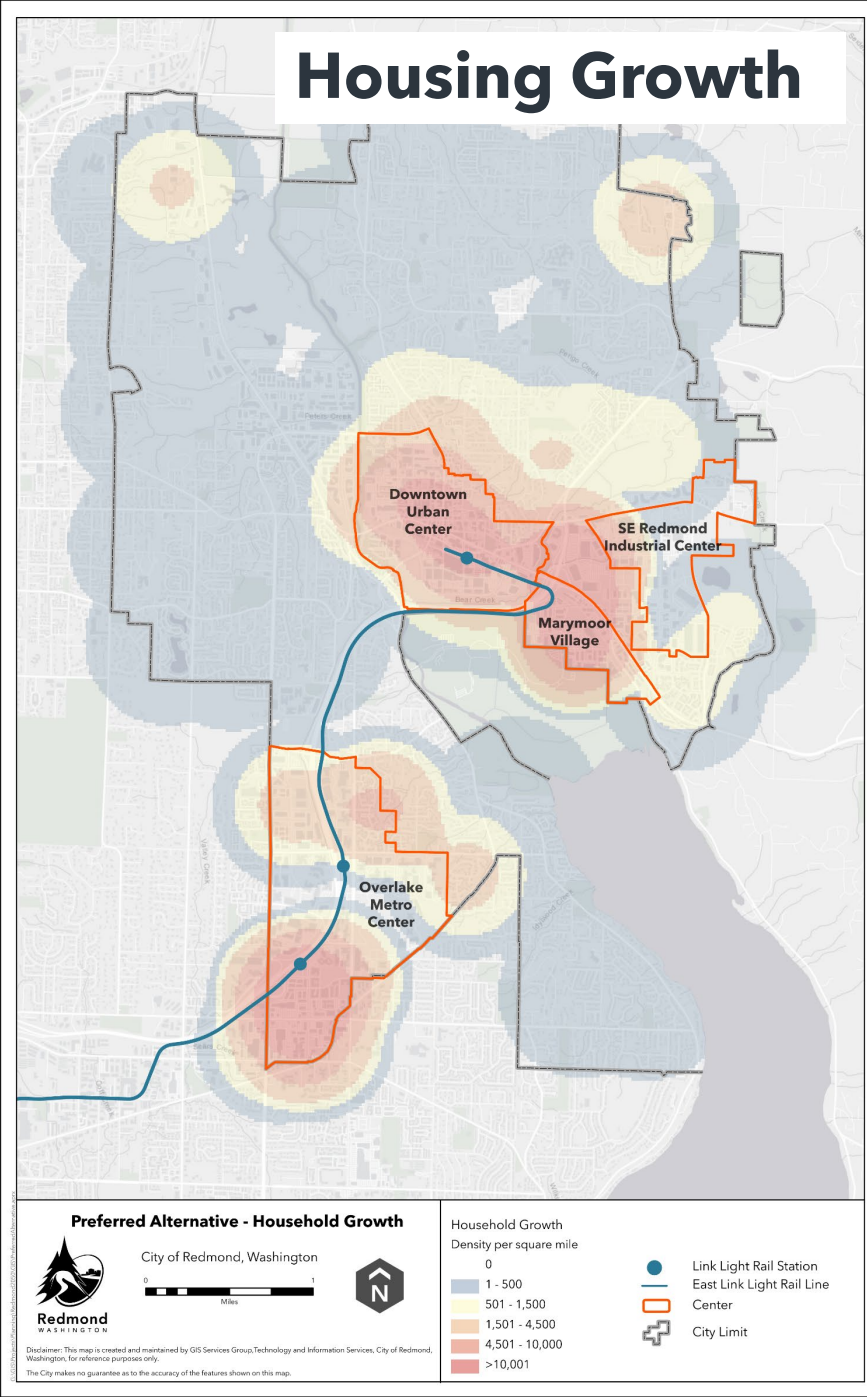
# Preferred Growth Alternative

2019 - 2050 Growth Capacity Distribution	Preferred Alternative		Preferred vs. Preliminary Preferred (net change)	
	Housing Units	Jobs	Housing Units	Jobs
Overlake Metro Center	10,000	15,110	-1,000	+610
Downtown Urban Center	8,000	5,940	+1,500	+940
Marymoor Countywide Growth Center	3,800	1,700	-200	-300
Southeast Redmond IGC study area	-	2,850	-	-150
<b>CENTERS SUBTOTAL</b>	<b>21,800</b>	<b>25,600</b>	<b>-700</b>	<b>+1,100</b>
Elsewhere	7,900	7,050	+2,900	-1,450
<b>TOTAL GROWTH</b>	<b>29,700</b>	<b>32,650</b>	<b>+2,200</b>	<b>-350</b>
2050 Capacity Target	24,800	29,760		

✓ SE Redmond Industrial Growth Center  
Continue study

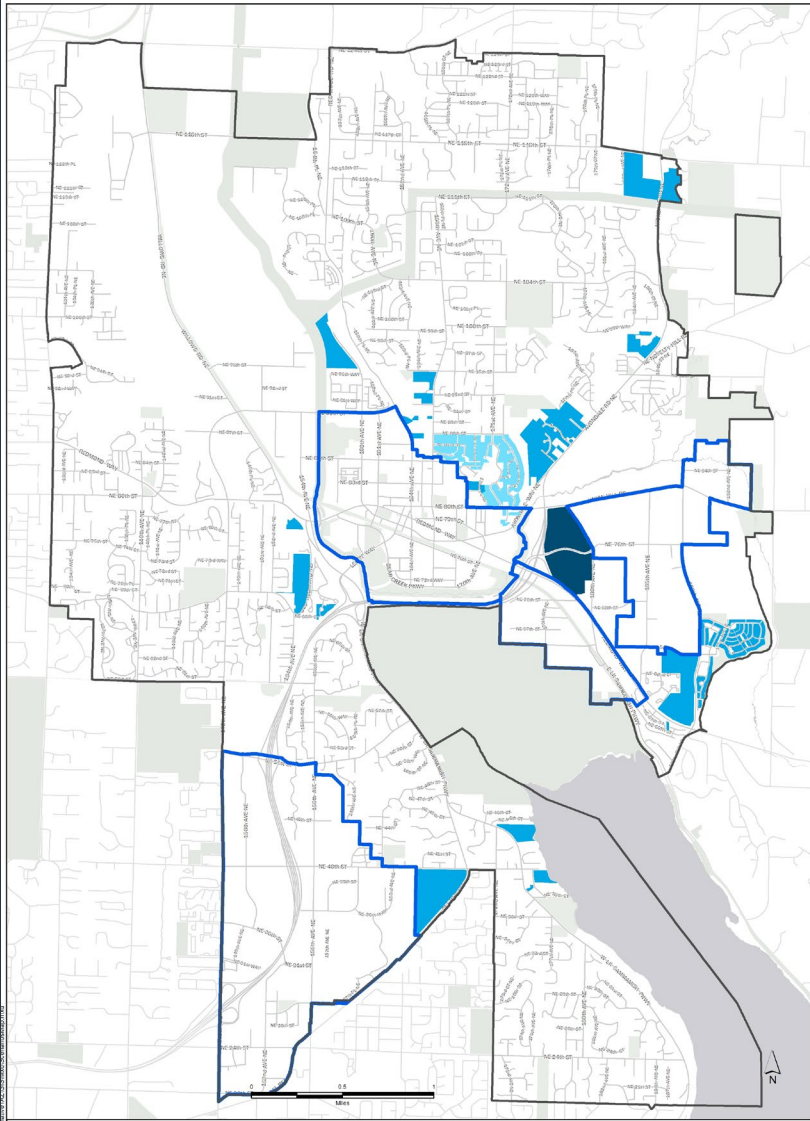
✗ 90th and Willows Local Center  
Revisit after Redmond 2050

# Maps









# Summary of HB 1220 Adjustments



Adjustments that meet requirements and minimize change in total housing unit growth:

- **Rezone Regional Retail to mixed-use (+3,650)**
- **Consolidate all multifamily to approximate today's R-30 zone (+1,250)**
- **Rezone south Education Hill to multifamily (+380)**

## Legend

-  Centers 2050
-  Regional Retail rezoned to Mixed-Use
-  Consolidate MF zones to R-30
-  Rezone South Education Hill SF to MF (South of 88th street)

# Meeting HB1220 Affordability Requirements

AMI Level	2044 Affordable Housing Targets	Adjusted to 2050	Preferred Alternative Capacity Estimates
0 - 50%	14,589	18,090	18,140
50 - 80%	2,765	3,429	3,680
80 - 120%	742	920	3,159
>120%	1,904	2,361	4,721
Total	20,000	24,800	29,700

2044 affordable housing targets adjusted to 2050 via linear adjustment, the same method we've projected our citywide housing and jobs allocations from 2044 to 2050 (to maintain consistency).

AMI = area median income

# Next Steps

- Model impacts, identify mitigation measures
- Publish draft supplemental EIS
- Review zoning district capacity and propose amendments to accommodate growth in alignment with the preferred alternative
- Comprehensive Plan and functional plan updates, and associated code and programmatic updates to implement changes for this periodic review cycle



# Thank You

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Any Questions?

Beckye Frey, Principal Planner  
[redmond.gov/Redmond2050](http://redmond.gov/Redmond2050)



## Upcoming Council Review Topics



**July**

- **Preferred Growth Alternative**

**Sept.**

- Final review for PARCC Element, PARCC Plan, Economic Vitality Element, Housing Element, Centers Element, Overlake regulations, and housing regulations

**Oct.**

- Phase 2 policies – first draft review

**Dec.**

- Final action on PARCC Element, PARCC Plan, Economic Vitality Element, Housing Element, Centers Element, Overlake regulations, and housing regulations

## Comprehensive Plan - Adopts Vision for the City



PHASE ONE

PHASE TWO

Continual Support:



Community Involvement



Environmental Review

## Functional & Strategic Plans - Defines How Vision will be Implemented



PHASE ONE

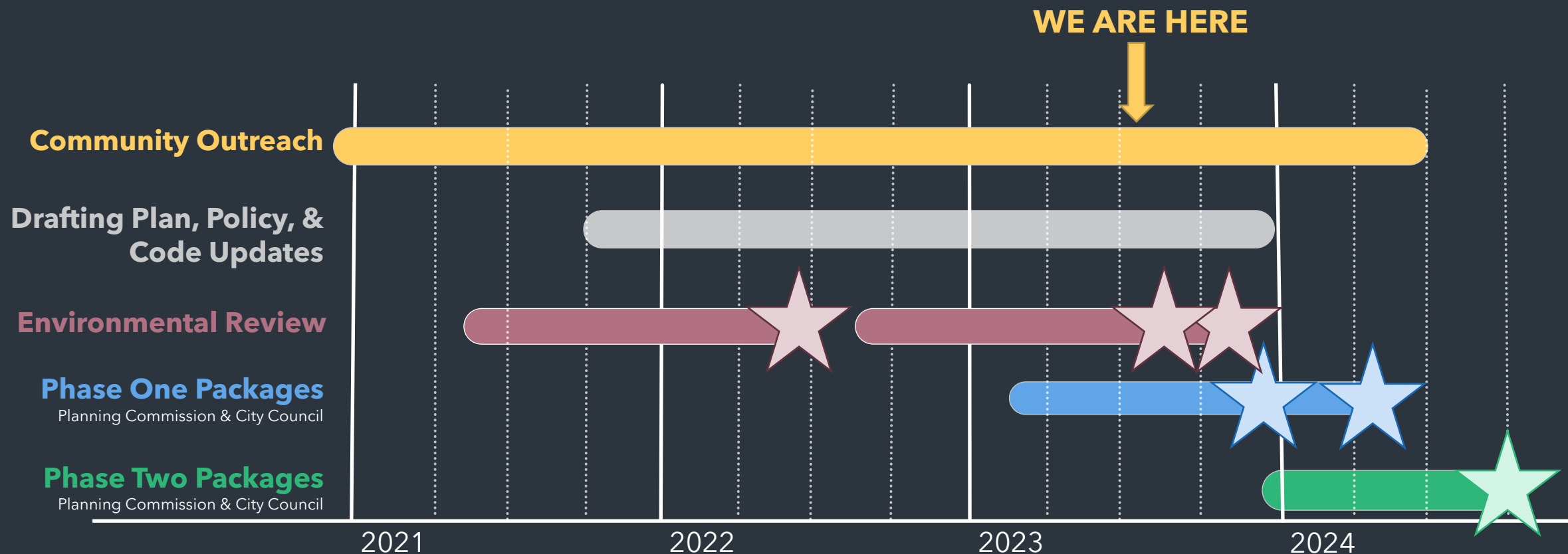
PHASE TWO

## Financing & Implementation



BOTH PHASES

# 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



## Q2 2023

- Environmental review began in preparation for publishing supplemental draft supplemental environmental impact statement (EIS) and final EIS
- Final review began on Centers policies for Overlake
- Final review began for Economic Vitality Element, PARCC Element, and PARCC Plan
- Council authorized contract for community-based organizations to partner with City on equitable and inclusive outreach
- Outreach continued for Southeast Redmond and Marymoor Village and kicked-off for Downtown and complete 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 and Technical Advisory Committee meetings
- Twice-monthly Planning Commission meetings

## Q3 2023

- Publication of draft supplemental environmental impact statement (EIS) and final EIS
- Planning Commission recommendations on PARCC Element, PARCC Plan, Economic Vitality Element, Housing Element, housing regulations, Centers policies for Overlake, and Overlake regulations
- Continued outreach for Southeast Redmond, Marymoor Village, Downtown, and complete neighborhoods
- Outreach kick-off for community design
- Publication of first drafts of Climate Resiliency Element, Community Design Element, and remaining portions of Land Use Element
- Monthly Community Advisory Committee and Technical Advisory Committee meetings
- Twice-monthly Planning Commission meetings



# > REDMOND 2050

## Community Involvement Summary

### Second Quarter 2023

City staff engaged the community on several topics in the second quarter of 2023 including: complete neighborhoods, planning for Downtown, Marymoor Village, and Southeast Redmond; Overlake regulations; Middle Housing; and policy updates for many different elements.

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## ENGAGEMENT METHODS

Redmond Planning staff connected with community members regarding the Redmond 2050 project through a variety of methods, including:

- Southeast Redmond and Marymoor Village Open House
- Southeast Redmond Business Breakfast (co-hosted with OneRedmond)
- Southeast Redmond door-to-door business engagement (with OneRedmond staff) and business questionnaire

- Marymoor Village Technical Workshop
- Lake Washington School District Students of Color Conference
- LetsConnect Idea boards, questionnaires, and map
- United Festival
- Cinco de Mayo Festival
- Redmond Middle School Classroom Engagement
- Redmond High School Classroom Engagement
- Complete Neighborhoods Community Workshops, Online Questionnaire and Map
- Overlake Code Virtual Office Hours
- Pint with a Planner (monthly)
- Library Pop-Up (monthly)
- Redmond staff Lunch & Learn (monthly)
- Redmond 2050 Community Advisory Committee meetings (monthly)
- Redmond 2050 Technical Advisory Committee meetings (monthly)
- Planning Commission meetings and public hearings (twice monthly)

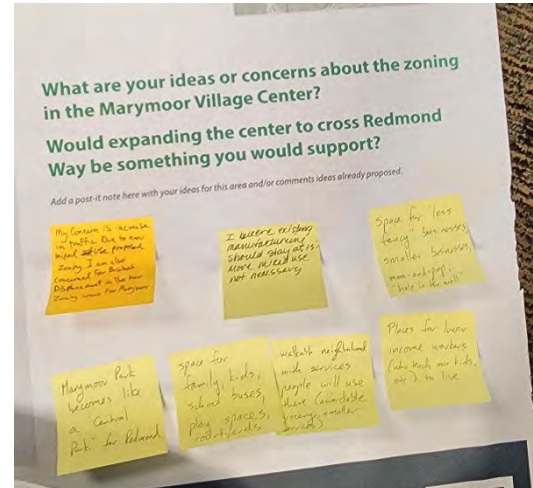
## WHAT WE HEARD

### MARYMOOR VILLAGE

#### Open House

##### Boundaries and Zoning Feedback

- My concern is increase in traffic due to new mixed use proposed zoning.
- I am also concerned for business displacement in the new zoning areas for Marymoor
- I believe existing manufacturing should stay as is, more mixed-use is not necessary
- Marymoor Park becomes like a "Central Park" for Redmond
- Space for family, kids, school buses, play spaces, courtyards
- Walkable neighborhood with services people will use there
- Affordable grocery, smaller services
- spaces for less "fancy" businesses, smaller businesses, mom-and-pop "hole in the wall"
- places for lower income workers (who teach our kids, etc.) to live



##### Inclusive Design Feedback

- Quiet spaces for ASD / families with children
- Beauty is important for mental health, especially when the area is crowded

- Streets that don't allow cars, people only
- Graffiti could be controlled by allowing it as an expression of self in workshops for kids/teens
- Zen garden with meditation pond/pool

## Let's Connect

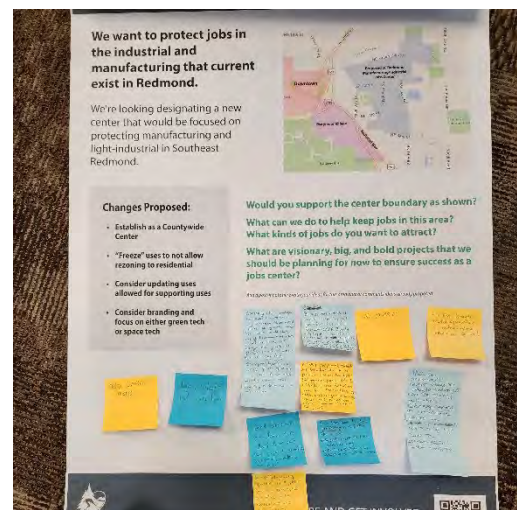
Staff solicited input on features that should be considered for Marymoor Village. Responses included:

- Public signs of inclusivity
- Design for Children
- Greening
- Interior community gathering
- This adds to the "greening" of downtown Redmond.
- Consider incorporating neighborhood heating/cooling/distributed energy systems and adding trees/coverings to avoid heat.
- Minimize car access, and maximize multi-modal transportation, especially with light rail nearby!
- When adding lamp posts and charging infrastructure for EVs, make sure they are on the street side of the sidewalk so cords don't cut across.
- Consider closing some areas of Marymoor Village to car traffic like in Redmond Town Center.

## SOUTHEAST REDMOND INDUSTRIAL GROWTH CENTER

### Open House

- Add CARA map
- Keep industrial / light manufacturing
- Don't become San Francisco – don't drive out industrial workers we need
- Keep boundary as it (on map)
- Provide connectors to Marymoor Village vs limiting to connections within the box - multimodal
- Encourage a variety of light industrial spaces for start-up businesses - xs, s, m, lg, xlg
- Allow for breweries, food trucks, and other uses
- Carefully review potential businesses to screen out any business that might pollute the aquifer and/or air. Look at the current list of businesses that have created toxic areas that endanger the aquifer, so you get an idea of where harm could come from.



- A cannabis-growing operation is a green business that would not threaten to contaminate ground water
- Some uses should be prohibited in the CARA
  - Auto repair
  - Hazardous water treatment and storage
  - Mining and extraction
  - Solid waste transfer and recycling facilities
- A CARA needs pervious, permeable soil that allows rainwater to percolate down into the aquifer. If impermeable parking lots, roads, and buildings cover most of the land, the aquifer can't recharge. CARAs need rain gardens, bioswales, and green roofs that promote natural infiltration of water into the ground.
- Car repair shops have a history of leaving behind toxic land. Car painting facilities create a toxic breathing environment for miles around.
- Is the Cadman gravel operation included in the industrial area?
- Because the industrial center boundaries put the industrial center on Redmond's CARA, I would only support the industrial center if non-polluting industries were allowed. Auto repair, vehicle maintenance, and auto body repair shops are known to contaminate soil

## Let's Connect

Staff solicited input on features that should be considered for the SE Redmond Industrial Growth Center. Responses included:

- Invest in infrastructure, provide tax incentives, offer training to upskill workers. Attract high-paying, skilled jobs. Build resilience.
- Provide incentives to stay/expand, attract tech companies, attract high-paying, skilled manufacturing jobs, create a sustainable ecosystem.
- Hanging lights
- Murals
- Land acknowledgements
- Greenery: we need more plants and natural elements—true natural elements, especially native plants that built habitat—in our surroundings.
- A vision for the future of the Redmond Way corridor
- Another vision for the future of the Redmond Way corridor.
- A place for light industrial
- Uses that should and should not be allowed in the proposed industrial growth center in SE Redmond on the Critical Aquifer Recharge Area.
- In SE Redmond, carefully consider what land uses are allowed and prohibited on the CARA to protect the shallow drinking water aquifer below.
- It's essential to protect Critical Aquifer Recharge Areas in SE Redmond from activities that could contaminate the groundwater and ecosystem
- Business diversity; businesses that support reuse; businesses along the socio-economic spectrum
- Places to move

- Uses that should be prohibited in the proposed SE Redmond Manufacturing/Industrial Center
- A place for everyone
- What kinds of industrial/manufacturing activities should be allowed in Redmond's CARAs? Allow environmentally friendly and sustainable ones.
- Flexible Spaces via policy & zoning
- Amenity uses walkable/bikeable from businesses
- Construct a facility in SE Redmond for producing hydrogen by electrolysis of water, and begin a hydrogen fueling infrastructure in Redmond.
- Activities that are prohibited by Redmond Zoning Code in CARA I should also be prohibited in CARA II.
- Consider multi-model transportation access to nearby LWSD property.
- Avoid increasing pollution from vehicle traffic or industrial activities since there are school children nearby!
- Consider adding (solar-powered) Zero-Emission Vehicle refueling stations to this area so large trucks and UPS vans can more easily go green.

## Other

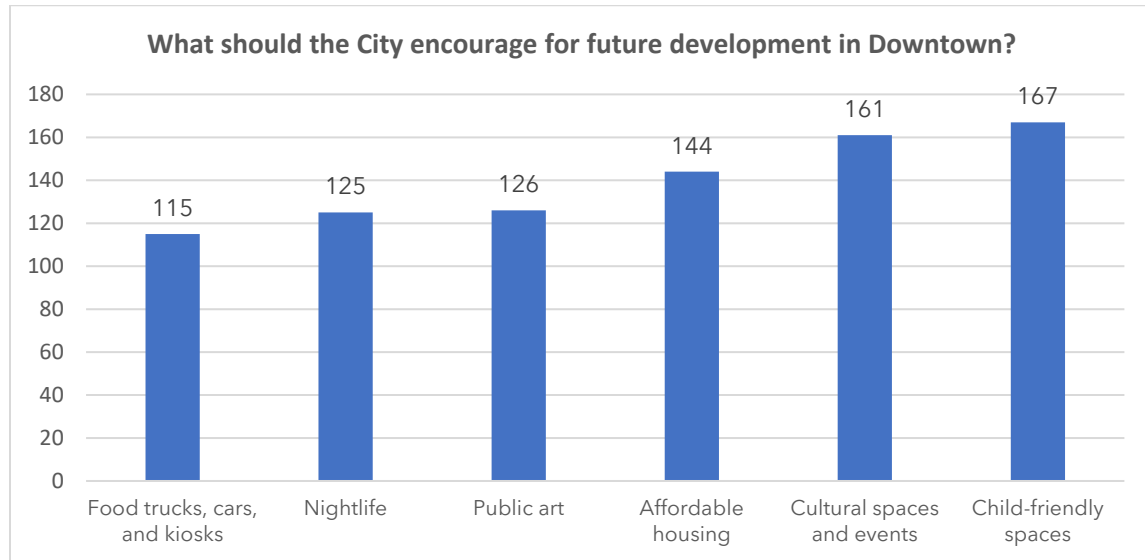
- Do not rezone existing industrial properties. If businesses are displaced, they will just move out of Redmond. Our neighbors and local business owner friends share the same sentiment. Moving businesses take a lot of planning, effort, and money. Not to mention the downtime involved in the process. I understand that multifamily generates more tax revenue for the city, but the plan to rezone SE Redmond's existing industrial/manufacturing district is irresponsible and inconsiderate to existing businesses. Please take this into consideration.

## DOWNTOWN

Staff engaged with the community at the Cinco de Mayo Fiesta para la Familia event and at the Redmond Library pop up events, using a dot survey board in English and Spanish to explore what should the city encourage for future development in Downtown.

## Cinco de Mayo



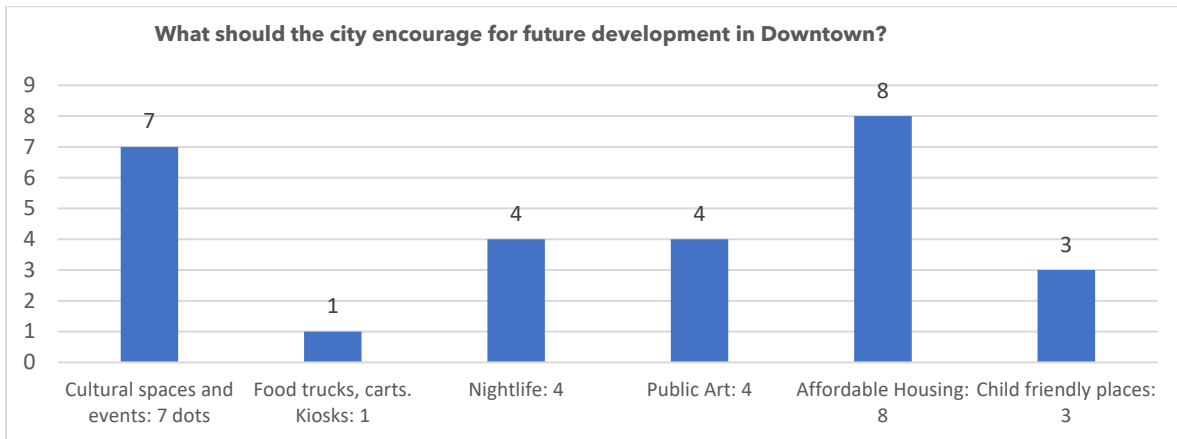


### Other ideas:

- Senior affordable housing
- Senior spaces
- More bus routes (with more frequency); ex Redmond to Woodinville
- Low income quiet 600 sq ft apartments; 1<sup>st</sup> floor for seniors and persons with disabilities
- Emergency public phones
- Less construction
- Public art
- Eastside branch of UW Medicine
- Therapy pool like Bellevue Aquatic Center for seniors and people with disabilities but larger
- Quiet. More trees. Let Gary, Indiana & West Virginia get the growth. Low-income housing with trees and parks.
- Pickleball courts
- More greenspace
- More infrastructure for app single user transportation like Lime bikes
- A dog park for dogs and kids
- More dog parks
- A fountain where some sides of the fountain represent different cultures or countries
- Close Cleveland St to host farmers market/ art fair weekly
- More housing to but (condos) not rent
- More green spaces and people/walking- friendly options
- A cat petting zoo and a dog petting zoo too!
- Horse riding school
- Parks
- No high-rise buildings
- Swimming pool
- More small child play areas with water and splash
- Don't keep putting apartments everywhere and destroying all the nice things. Put some art or other engaging/inviting things
- Some tall buildings
- Pleasant walking – shade & trees
- Indoor recreation! Rock climbing, bowling, arcade, boxing



## Library Pop-Up



### Other ideas:

- More parks and fun next to dense housing
- Focus open space and parks on active amenities
- Explore "car free" areas during certain times (example: no cars near downtown park on Sundays)
- In new developments, plant more trees not only remove the existing ones. More shade in sidewalks, Redmond should be a leader in sustainability
- Traffic around 85th and 166th should be pedestrian only. Encourage walkability by closing certain streets
- More housing choices (Townhomes)
- Green spaces
- Cultural spaces, there are some like Redmond Town Center, but its private and not public. Have that "third place"
- Incentivize murals on big buildings
- Encourage to not use car. Better bus route system planning.
- Free transit or cheaper (we talked about the German new transit program where you pay 55 euros/month and can ride any public transportation in the country)
- More walkability, (example Saarbrücken). Complete trail system around downtown, river trail is nice but does not connect. Pedestrian-only streets.

## COMPLETE NEIGHBORHOODS

Engagement on this topic included preparing materials specifically designed to be engaging and easy to understand for all ages and in multiple languages, as well as development of the *Redmondscapes* game. Engagement on Complete Neighborhoods will continue into Q3 2023.



### Complete Community

A complete community is a place where you can meet all your basic needs by walking or rolling close to home. Basic needs are shops, services, schools, parks, grocery stores, and places that support everyday life.

- [Complete Community Handout](#)
- What are some things you want to see in your neighborhood?

### Comunidades Autosuficientes

Una comunidad autosuficiente es un lugar donde uno tiene acceso a todas las necesidades esenciales por medio de una pequeña caminata o viaje en bicicleta. Las necesidades básicas incluyen comercio y servicios, escuelas, parques, supermercados y lugares que uno utiliza diariamente.

- [Comunidades Autosuficientes folleto](#)
- ¿Qué cosas le gustaría ver en su vecindario para que se convirtiera en una comunidad autosuficiente?





**Complete Communities**

A complete community is a place where you can meet all your basic needs by walking or rolling close to home.

Basic needs are things like: schools, parks, grocery stores, and places that support emergency care.

What are some things you want to see in your neighborhood?

Redmond 2050

LEARN MORE AND GET INVOLVED: [redmond.gov/redmond2050](http://redmond.gov/redmond2050)

**REDMOND 2050**  
From suburb to city

Ayude a decidir dónde puede usted ir a comprar, jugar, trabajar o vivir.

**CADA 10 AÑOS**  
se discute la visión que la comunidad quiere para la ciudad y todos las voces cuentan.

**RESILIENCIA  
EQUIDAD E INCLUSIÓN  
SUSTENTABILIDAD**

Estamos explorando como podemos diseñar nuestra comunidad para que personas de todas las edades y habilidades puedan moverse por la ciudad, tengan acceso a una vivienda que satisfaga sus necesidades y tengan opciones de recreación y entretenimiento.

PARA OBTENER MAYOR INFORMACIÓN Y PARA PARTICIPAR CONSULTE: [redmond.gov/redmond2050](http://redmond.gov/redmond2050)

**Xinyue**  
Cultural food fair and festival where people can enjoy authentic food and see traditional performances.

**Marcus**  
A new sports complex with basketball courts, soccer fields, and a climbing wall.

**REDMOND 2050**  
From suburb to city

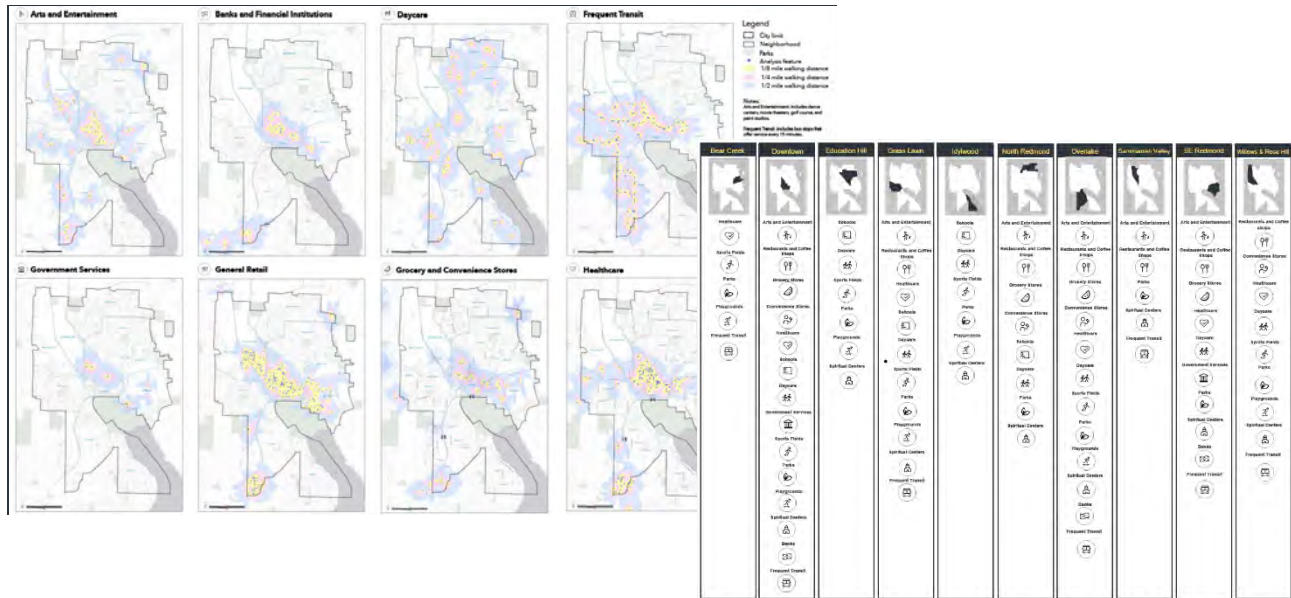
Design a complete neighborhood, where you can live, play, work, and shop.

**RESILIENCY  
EQUITY AND INCLUSIÓN  
SUSTAINABILITY**

We're looking at how we can build our community in ways that allow people of all ages and abilities to get around town, find housing that meets their needs, and have recreation opportunities.

**YOUR NEIGHBORHOOD:** \_\_\_\_\_

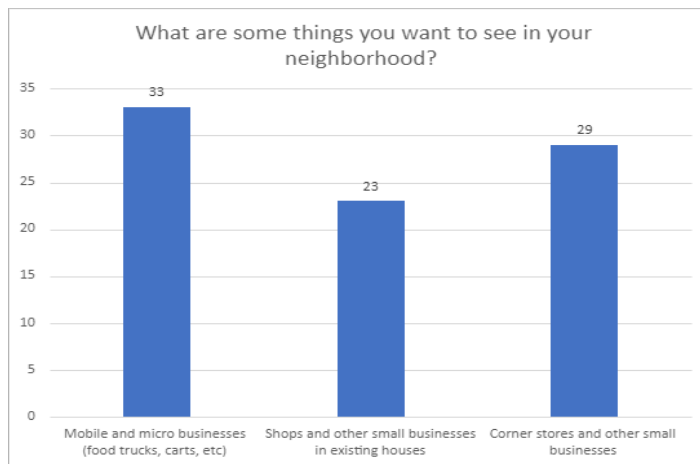
Maps were also prepared to show community members the differences between Redmond neighborhoods.



## Festivals

Staff engaged with the community at the Cinco de Mayo, United Festival, and the LWSD Students of Color Conference to share information and explore options to introduce commercial services into single family neighborhoods.

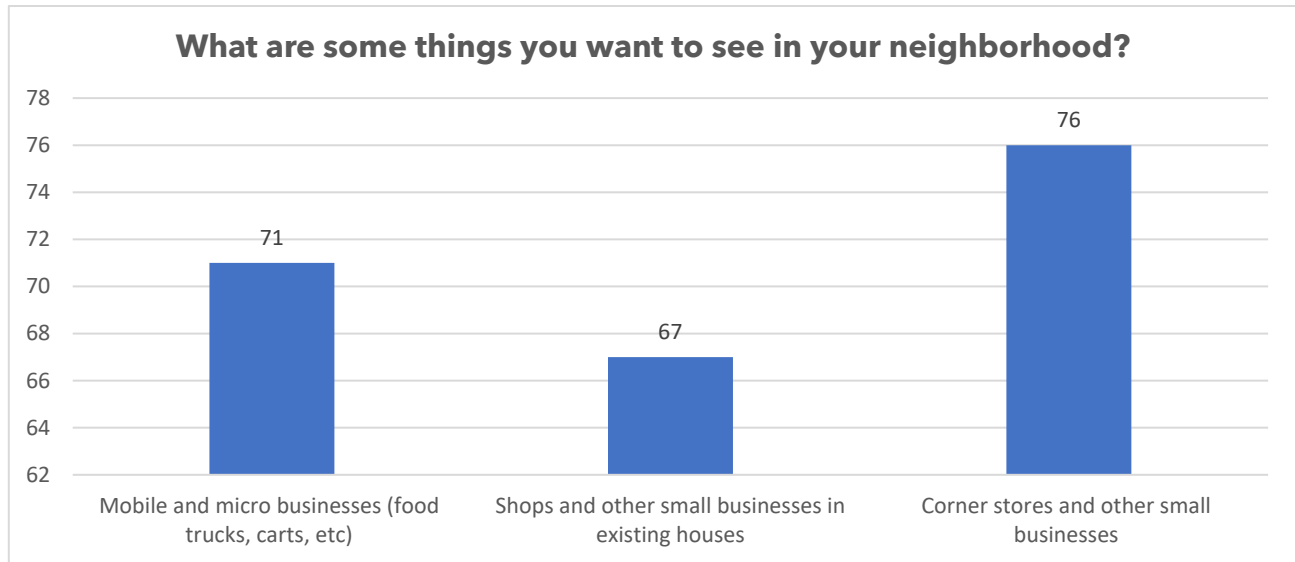
## LWSD Students of Color Conference Results



Other ideas:

- Gas stations
- More bus stations and public transit

## United Festival results



### Other ideas:

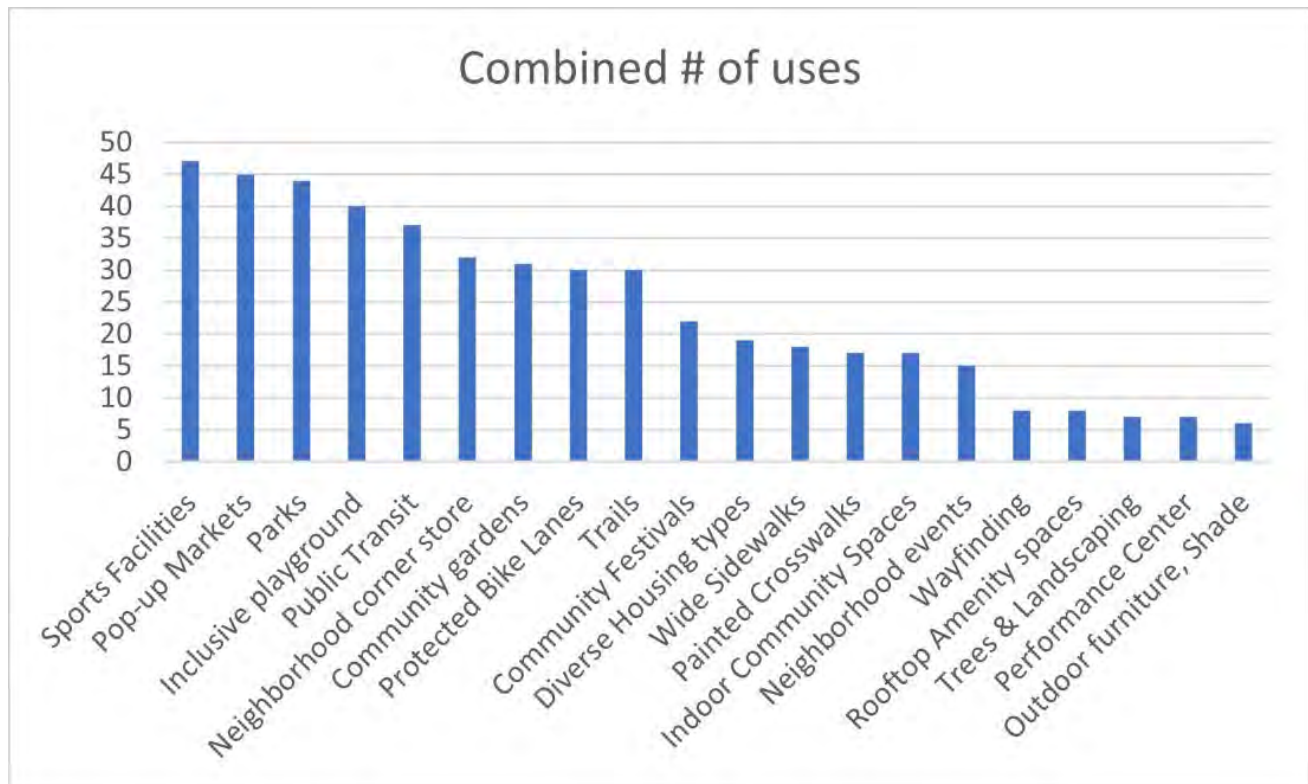
- More affordable housing
- Local trolley
- More bike trails
- Expand trails
- Put 5 over 1s everywhere
- More missing middle around existing business areas
- Preserve local business
- More safe crosswalks near schools and downtown
- Pedestrian zone only around Downtown Park
- Dog park in Idylwood
- Mixed use is great for apartments
- More small businesses
- Farmers market in Downtown Park
- Protected bike lanes
- Longer crosswalk times
- Food stalls (Indian)
- Shopping with large parking lot
- Pizza shop
- Shuttle to light rail
- Cheap food trucks once a week downtown
- Daycares
- Place for seniors

## Schools

Staff visited culinary arts, English language arts, and social studies classrooms at Redmond Middle School in May, and AP environmental science at Redmond High School in June. Staff received input from 95 unique groups of students using the *Redmondscapes* game. The bar chart below shows a composite of all responses.



## Complete Neighborhoods "Tools" Selected by RMS and RHS Students



## Community Workshops

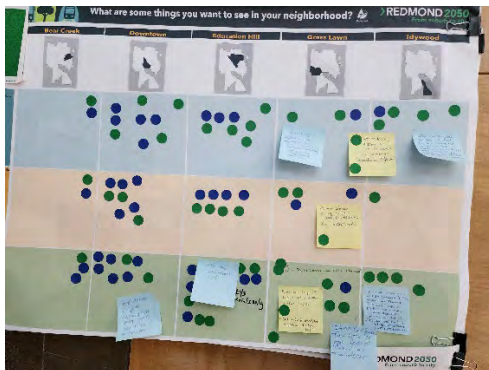




Stakeholder engagement revealed a theme of support for complete neighborhoods, including allowing some non-residential uses into predominantly residential areas. Stakeholders expressed a desire to reduce car dependency and increase pedestrian safety and supported complete neighborhood approaches which would produce those outcomes. Several stakeholders identified a desire for small local clinics in neighborhoods. Stakeholders also expressed support for flexibility rather than codifying their specific preferred supplementary uses in complete neighborhoods – wanted to avoid a one-size fits all approach. Stakeholders suggested that the idea of complete neighborhoods could be tested with mobile businesses but there is also strong support for permanent change.

Stakeholders noted that additional housing density would be especially important for amenities that are difficult to produce more of – like schools and parks. As such, stakeholders felt that placing growth around parks, schools, and healthcare amenities would increase the amount of people who could make use of those amenities. There was also an interest in having a variety of housing and increased density to get enough customer base for neighborhood stores.

Other suggestions included having places such as churches host temporary commercial uses (food trucks, festivals, etc.), place a mini city hall in Overlake or city information kiosks, having green spaces such as the Bellevue Botanical Garden, and preserve mom and pop stores that are being displaced right now. Residents also commented on a lack of coordination with school districts, because of redistricting some people cannot walk to school anymore.



Support by Type of Change by Neighborhood	Bear Creek	Downtown	Education Hill	Grass Lawn	Idylwood	North Redmond	Overlake	Sammamish Valley	SE Redmond	Willows Road / Rose Hill
Temp – food truck, etc.	2	9	8	5	8	5	5	3	4	2
Semi-permanent – Business in existing house	2	8	8	5		1	3	2	3	2
Permanent – Allow commercial buildings	3	8	11	10	6	3	9	5	5	4
Thru 6/21	7	25	27	20	15	8	17	10	12	8

### Notes on Dot Poster

- Idylwood had great success with food trucks during the height of the pandemic, until they were drive out by Archstone apartments out-of-state management
- Idylwood: The small house on W Lake Sammamish Pkwy across from Idylwood Park would make a perfect corner store, ice cream shop, etc. Parking is available at the Idylwood Park overflow lot. I believe that house was a store many years ago. (permanent)
- Grasslawn / Idylwood: Improve cell service, fiber optic cable and home and business internet access, create a business area, community center (permanent)
- Grasslawn / Idylwood: Food trucks, snacks, or ice cream in summer
- Grasslawn: food trucks, especially BIPOC food trucks at Grasslawn Park, especially during the summer camps held at Grasslawn
- Grasslawn: Some places near 148<sup>th</sup> near grasslawn for coffee shops (semi-permanent)
- Grasslawn: Wifi towers – Grasslawn Park is a dead zone (permanent)
- Mini bus loop to go to Senior Center and/or other places ✓✓✓
  - But make it wheelchair accessible, the old bus wasn't
- Education Hill: Coffee near pools/baseball field (permanent)
- Downtown: More diverse shops and Redmond Town Center. More indie shops like the bookstore (permanent)

Staff also took extensive notes at the workshop of comments made that were off-topic, to be shared with other staff teams and incorporated into other Redmond 2050 updates.

### Let's Connect

*June 12 thru June 20 (will continue)*

Please tell us what neighborhood you live in:

Education Hill	4
Grass Lawn	3
Not Sure or Outside of Redmond	1
Willows & Rose Hill	1



## Q5 Where would you like to see these uses?















- PLEASE do away with the plague of parking lots. They are almost entirely useless (cars are idle 90% of the time and lots are >50% empty most of the time). Please convert these to something more usable -- dedicated space for food trucks would be an excellent way to make the sprawling parking lot of Bella Bottega more useful
- Along some of the bigger streets (116, 104, 166...) it would be great to have a few small shops, coffee shops or eateries. I have a potentially disabling disease-- having options closer to the top of the hill might let me stay in my home longer. I think it would be good for the sense of community too to have gathering places like a coffee shop or an ice cream shop that the kids could easily walk or ride their bikes to.
- Near Grasslawn park to cluster the public space with commerce options. Or near the 51st exit from 520.
- Grass Lawn Park food trucks and farmers market, since fast-casual food and fresh produce are missing in my neighborhood, and there is plenty of people traffic there to make viable business. I'd want rules to limit pollution of idling food trucks next to playgrounds, and limit noise to neighborhood (such as ice cream truck music that travels). Regarding businesses in neighborhoods, I have a neighbor who sounds like they run an illegal metal-working shop from their house and the sound is annoying (sawing through metal to make



window frames I think). If there are neighborhood businesses, sound is a concern from me, especially now that I work from home some days.

- Along 116th or 104th, Redmond/Woodinville Rd.
- With the way land is valued here I would expect the economics of a permanent business would be challenging with the lower density of neighborhoods that are largely single family homes. I am not opposed to the principal of these sorts of businesses in our neighborhood although traffic/parking on a consistent basis I think needs to be thought through. There are already home day cares and other services like hair salons or piano lessons that I think work fine in neighborhood settings.
- Clusters sprinkled throughout the city.
- Food trucks could convene in places like Meadow Park or school parking lots on weekend days. Set aside lots at intersections like 116th and 162nd or 172nd for corner stores and coffee shops so people could walk there. (Avondale Plaza is 1hr+ round trip by foot, not doable on a weekday without driving and too long in bad weather. Use RMS grounds on weekends for food trucks occasionally?
- Food Truck night! All parked around downtown Redmond park!!!

## LetsConnect Map

CATEGORY	COMMENT	IMAGE	DATE	ADDRESS
	Please make this massive, ugly, unused parking lot a dedicated space for food trucks. It's a great location across the street from the new community center and would be a good use of this currently ugly and underutilized area. <b>Eric</b>		12 Jun 23	16119 Northeast 90th Street, Redmond, Washington 98052, United States
	Farmers market and food trucks <b>boazgurdin</b>		14 Jun 23	14819 Old Redmond Road, Redmond, Washington 98052, United States
	All of the drive through lanes are decommissioned. Could easily have a food truck with covered space here. <b>jubruening</b>		20 Jun 23	7450 170th Avenue Northeast, Redmond, Washington 98052, United States
	The amazon buildings here seem to be very busy during standard working hours. A lunch food truck would probably do well here. <b>jubruening</b>		20 Jun 23	7710 185th Avenue Northeast, Redmond, Washington 98052, United States
	I would love to see restaurants and coffee shops around Grasslawn <b>ljminas</b>		13 Jun 23	Grass Lawn Soccer Field #1, Redmond, Washington 98052, United States
	I know Microsoft is starting to develop here. Could this land be purchased to provide shops instead like a grocery store? <b>ljminas</b>		13 Jun 23	14848 Northeast 51st Street, Redmond, Washington 98052, United States
	This corner of the lot could also be developed into a small set of live/work units, or a set of stores. Try and keep the trees please. <b>jubruening</b>		20 Jun 23	8935 160th Avenue Northeast, Redmond, Washington 98052, United States



## Community Advisory Committee (CAC)

The Community Advisory Committee completed a public space evaluation exercise in March. The spaces that were evaluated were Hartman Park, Idylwood Park, Meadow Park, Downtown Park, Grasslawn Park, Luke McRedmond Park, Dudley Carter Park, Redmond Rotary Picnic Area, Avignon Townhomes Area and the open space at 180<sup>th</sup> Ave and Avondale Rd. Some of the comments on these spaces included:

- Improve walkability in most of the surrounding areas to these public spaces
- Create comfortable and welcoming streets for pedestrians
- Increasing paths behind Redmond High School and Education Hill that can connect to Hartmann Park
- Amenities that would enhance public spaces: bike and scooter racks, picnic tables, public restrooms, organized cultural or recreational activities, more shade and places to sit, concessions, native art, places like plazas to gather, comfortable seating areas, and infrastructure to support food trucks on a semi-permanent basis.

## Planning Commission

Planning Commissioners completed and shared public space evaluations at their annual retreat in April. The public spaces that Commissioners chose to evaluate were Hartman Park, Idylwood Park, the parking area east of the Municipal Campus parking structure, the Redmond Center QFC parking lot, and Farrell McWhirter Park. Among the observations made by Commissioners were:

- Public spaces could be improved by giving people more reasons to visit them, for example there could periodically be food trucks at parks.
- Popular public spaces sometimes need more ways to access them so more people can enjoy them.
- Areas for performance should be considered for public spaces.
- Urban areas need “oases”
- Shopping areas would be improved if they were surrounded by homes instead of parking
- Public spaces sometimes lack infrastructure to support access without a car

The Planning Commission also played the board game *Redmondscapes*, where they designed the Rose Hill- Willows Neighborhood based on the Complete Communities approach.

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## MIDDLE HOUSING

### Stakeholder Interviews

Middle housing as a topic has been discussed across several projects, most notably through the City’s grant-funded Middle Housing work. Stakeholders included developers, individual community members, and community-based organizations.

Themes from these interviews:

- Overall, support for middle housing.
- Desire for more types of housing than currently occurs in Redmond.

- Households reported that they would be satisfied living in middle housing (some respondents noted that they would prefer a detached single-family home).
- Stakeholders felt that the high cost of housing is a barrier to quality of life – even for middle housing. Costs greatly limit the housing options for many people.
- Concern that middle housing is not be affordable, but rather “less expensive” housing.
- Development stakeholders believe there is a market demand for middle housing, but current regulations hinder middle housing production.

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## PARCC ELEMENT AND PARCC PLAN

### Planning Commission

The Planning Commission held a public hearing and study session on June 14, 2023.

Public comments included:

- More and safer connections to trails, such as Redmond Central Connector, from the road network including separated bike lanes and raised sidewalks.
- Need for more and permanent dog parks. Dudley Carter Park (on Leary Way) was suggested as a location.
- Support for increased tree canopy, including street trees to provide shade.
- Dust from gravel parking lots at park facilities is unpleasant and unhealthy. Concerns about pedestrian safety on roads by parks, such as Esterra Park, as well as pollution from vehicles.

The Planning Commission did not have any comments on the PARCC Element. Comments on the PARCC Functional Plan related to information about the parks inventory, some parks operations issues, and editorial suggestions. Operations-related comments included allowing more food trucks at parks and utilizing volunteers on park construction projects.

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## ECONOMIC VITALITY ELEMENT

### Planning Commission

The Planning Commission held a public hearing and study session on June 14, 2023.

Public comments included:

- Requesting that economic development strategies be focused on Downtown center.
- Support for more density away from Downtown, including allowing commercial areas to provide walkable neighborhoods.
- Support for incentives to encourage live-work units.

Planning Commission comments related to data safety and privacy in the use of technology, as well as comments on terminology and clarity of policy language.

## HUMAN SERVICES ELEMENT

### Community Advisory Committee

The CAC reviewed the first draft of this element. Comments and questions included:

- Observation that City is usually a human services funder and less often a direct provider of human services.
- Observation that these policies will help guide decision-makers about how human services funds should be invested in the community.
- Where is “human services” defined? What is the scope of it? What are the range of services?
- Is there a human service that the city provides directly? If not, what is the scope of the city and what is the desired scope?
- The intent of policy about direct provision of human services sounds like it could apply outside of just homeless outreach.
- Policy about federal funds should be more general (not just CDBG).
- Observation that there is invisible need for human services in Redmond, such as food insecurity and mental health needs, and desire for that not to get lost with a focus on more visible needs, like addressing homelessness.
- Desire to call-out involvement from youth in the policies.
- Observation that middle housing is one tool to providing affordable housing and more housing stability.
- Question about role of Together Center in coordinating human services.
- Question about what will happen with failure of public safety levy in November 2022.
- Request to edit HS-13 to call for “appropriate” responses to people in crisis.
- Question about where community solar and other energy policies would fit best.
- Observation that other cities have mobile human services, and that they benefit people who cannot travel to access services.

### Planning Commission

Staff presented the first draft of the Human Services policy updates to the Planning Commission on April 12, 2023 and April 26, 2023. Planning commission questions and comments included:

- Support for the aspirational framing of the policies.
- Desire to avoid prescriptive outcomes which would be unobtainable.
- Support for the actionable pursuit of equity outcomes.
- Opportunities to locate service providers effectively and efficiently – including clustering services, locating services near transit, and flexibility in use of space.
- Generalizing language related to funding, to ensure the City has internal policy support for pursuing a wider variety of external finances.
- Framing the policies pragmatically while preserving aspirational intent.

## ANNEXATION AND REGIONAL PLANNING ELEMENT

### Community Advisory Committee

The CAC was interested in “orphan roads” – whether there are any on Redmond’s city limit and if there are any maintenance issues with them.

### Planning Commission

Staff introduced the first draft policies to the Planning Commission in April. The Planning Commission had the following comments and questions:

- Comments on the Potential Annexation Area (PAA) of English Hill and how it could help meet growth targets if it were annexed.
- Questions on what kind of cost analysis is made to provide services into the PAAs when they are annexed
- Questions on what the advantages of being annexed into the city are
- Discussion on Redmond Ridge and how it is not part of the areas that the city can annex.

## CAPITAL FACILITIES ELEMENT

### Community Advisory Committee

Staff shared the major update themes with the CAC. There were no comments.

### Planning Commission

Staff introduced the first draft of Capital Facilities policy updates. Comments and questions included:

- Comments on functional plan requirements, such as stronger language on seismic issues, design, and resiliency.
- Capital financing of co-owned/co-located facilities.
- Level-of-service standards for police and fire
- Use of impact fee waivers/exemptions as an incentive tool for development.

## UTILITIES ELEMENT

### Community Advisory Committee

Staff shared the major update themes with the CAC. Comments and questions included:

- Resiliency should be addressed through consideration of alternative energy sources.
- Questions about how distributed solar or district energy would be addressed.
- Questions about City composting programs.
- Question about compliance with utilities-related provisions of HB 1181 (climate change and resiliency).

- Request to include a policy for equitable utility service provision.
- Question about how schools are represented in these policies.
- Question about what City is doing to meet new organics management law.
- Request to include specific GHG reduction targets in the climate element rather than referring to another document.

## Planning Commission

Staff introduced the first draft of Utilities policy updates. Comments and questions included:

- Clarity on telecommunications and what these policies encompass, such as internet service, and the placement/aesthetics of towers.
- Use of regional stormwater facilities.
- Clarity on the technical/legal/industry terminology used in policies.
- Allowing other energy providers in the city, including district energy and microgrid options.

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## NATURAL ENVIRONMENT ELEMENT

### Community Advisory Committee

Staff shared the major update themes with the CAC. There were no comments.

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## LAND USE: RESIDENTIAL AND NON-RESIDENTIAL POLICIES

### Community Advisory Committee

The CAC reviewed the first draft of residential and non-residential policies in the Land Use Element. Comments and questions included:

- Generally, feels like it's moving in the right direction
- Some things got lost in simplification, which reduced clarity of guidance to decision makers - but overall support for consolidation and simplification
- Support for middle housing, housing choices, and "complete neighborhoods"
- Neighborhood language is in alignment with city values and Redmond 2050 themes
- Policies do a good job with resiliency, sustainability; would like to see more in equity and inclusion.
- Manufacturing Park use compatibility policies are well covered.
- Need some definition of terms so that it is clear what is meant (e.g., "cottage," "sustainability")
- Metrics for the themes - how to define metrics and where should they go? Especially for content like
- Concern about impacts to critical aquifer recharge area

## PARTICIPATION, IMPLEMENTATION, AND EVALUATION ELEMENT

### Community Advisory Committee

The Redmond 2050 CAC reviewed the first draft of this element. Comments and questions included:

- How legislative mandates will be incorporated into Redmond 2050.
- Suggestion to add “seniors” in policy PI-2 as a group that has been historically excluded from government decision-making.
- Suggestion to re-think how policy PI-24 about equity impact review tools is structured. Some groups of community members are listed while others are not. Consider adding a catch-all at the end.
- Observation that resiliency was the least-emphasized Redmond 2050 theme in this element.
- Observation that the “how,” i.e., the mechanics of how a policy would be implemented, are not in the policies.
- Question about how plan amendments occur.

### Planning Commission

The Planning Commission held one study session on this element in Q2 2023. Comments included retaining policy language related to open government and ensuring applicants use appropriate methods for community input in development projects.

## OVERLAKE REGULATIONS

Staff scheduled monthly virtual office hours on the Overlake code revisions from March – May to share updates on the drafting and how staff is responding to comments received during the testing period (share link). The attendees spent the time deep diving into how different portions of the code would impact their plans, providing feedback on the changes being made (supporting changes proposed by staff), and asking general questions about the timing or other items not related to Overlake.

City of Redmond  
Payroll Check Approval Register  
Pay period: 6/16 - 6/30/2023  
Check Date: 7/10/2023

Check Total:	\$ 57,556.32
Direct Deposit Total:	\$ 2,540,499.50
Wires & Electronic Funds Transfers:	\$ 1,590,964.56
Grand Total:	<u>\$ 4,189,020.38</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 **187824** through **187842** ,  
Direct deposits numbered **150839** through **151619** , and  
Electronic Fund transfers **1596** through **1600**  
are approved for payment in the amount of **\$4,189,020.38**  
on this **18 day of July 2023**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 6/16 - 6/30/2023  
Check Date: 7/10/2023

Total Checks and Direct deposit:	\$ 3,714,313.88
Wire Wilmington Trust RICS (MEBT):	\$ 474,706.50
Grand Total:	<u>\$ 4,189,020.38</u>

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

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

Human Resources Director, City of Redmond  
Redmond, Washington

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City of Redmond  
Payroll Check Approval Register  
Pay period: 6/1 - 6/30/2023  
Check Date: 6/30/2023

Check Total:	\$	-
Direct Deposit Total:	\$	6,760.77
Wires & Electronic Funds Transfers:	\$	2,538.92
Grand Total:	\$	9,299.69

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

All Checks numbered through ,  
Direct deposits numbered **150831** through **150838** , and  
Electronic Fund transfers **1595** through **1595**  
are approved for payment in the amount of **\$9,299.69**  
on this **18 day of July 2023**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 6/1 - 6/30/2023  
Check Date: 6/30/2023

Total Checks and Direct deposit:	\$	7,767.31
Wire Wilmington Trust RICS (MEBT):	\$	1,532.38
Grand Total:	\$	9,299.69

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

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

Human Resources Director, City of Redmond  
Redmond, Washington

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