

City of Redmond



Agenda

Tuesday, February 25, 2025

4:30 PM

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

Committee of the Whole - Parks and Environmental Sustainability

Committee Members

Angie Nuevacamina, Presiding Officer

Jeralee Anderson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Osman Salahuddin

Melissa Stuart

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

AGENDA

ROLL CALL

1. Approval of Emergency Management Performance Grant [CM 25-119](#)
(EMPG)

[Attachment A: Grant Acceptance Agreement](#)

Department: Fire, 5 minutes

Requested Action: Consent, March 4th

2. Authorize the Acceptance of a \$1,000 Grant, from the [CM 25-115](#) National Recreation and Park Association (NRPA), to Support the Implementation of the Walk with Ease Program

[Attachment A: Grant Agreement](#)

Department: Parks and Recreation, 5 minutes

Requested Action: Consent, March 4th

3. Instructional Services Agreements [CM 25-121](#)

Department: Parks and Recreation, 5 minutes

Requested Action: Consent, March 4th

- a. Approval of Instructional Services Agreement, for the Tennis Outreach Program, Increasing the Maximum Amount Payable to \$150,000 [CM 25-109](#)

[Attachment A: Agreement - Tennis Outreach Program](#)

- b. Approval of Instructional Services Agreement, for Nature Vision, Increasing the Maximum amount Payable to \$150,000 [CM 25-110](#)

[Attachment A: Agreement - Nature Vision](#)

- c. Approval of Instructional Services Agreement, for i9 Sports Camps, Increasing the Maximum Amount Payable to \$110,000 [CM 25-111](#)

[Attachment A: Agreement - i9 Sports](#)

- d. Approval of Instructional Services Agreement, for Skyhawks Sports Camps, Increasing the Maximum Amount Payable to \$115,000
[Attachment A: Agreement - Skyhawks](#)
- e. Approval of Instructional Services Agreement, for Coding with Kids, Increasing the Maximum Amount Payable to \$85,000
[Attachment A: Agreement- Coding for Kids](#)
- f. Approval of Instructional Services Agreement, for Snapology, Increasing the Maximum Amount Payable to \$85,000
[Attachment A: Agreement - Snapology](#)
4. Authorize the Acceptance of a \$229,500 King County's Veterans, Seniors, and Human Services Levy (VSHSL) Grant to support Senior Lunch Services at the Redmond Senior & Community Center
[Attachment A: Contract](#)

Department: Parks and Recreation, 5 minutes

Requested Action: Consent, March 4th

5. Approval of a Contract with Copiers Northwest, in the Amount of \$175,288.75, for City-Wide Mail Delivery Services
[Attachment A: Contract](#)

Department: Parks and Recreation, 5 minutes

Requested Action: Consent, March 4th

6. Approval of Consultant Services Agreement with Kim Lundgren Associates, Inc., in the Amount of \$140,000, to Support the Update of the 2020 Environmental Sustainability Action Plan
[Attachment A: Agreement](#)
[Attachment B: Request for Proposals](#)

Department: Executive, 5 minutes

Requested Action: Consent, March 4th

7. Acceptance of the Association of Washington Cities Energy Audit Grant to Inform Energy Upgrades and Renovations at the Public Safety Building, in the Amount of \$72,500 [CM 25-104](#)

[Attachment A: Grant Agreement](#)

Department: Executive, 5 minutes

Requested Action: Consent, March 4th

8. Acceptance of the Washington Department of Commerce Clean Buildings Program Grant to Fund Lighting Upgrades at City Hall, in the Amount of \$40,000 [CM 25-117](#)

[Attachment A: Template Agreement](#)

Department: Executive, 5 minutes

Requested Action: Consent, March 4th

9. Community Garden Update [CM 25-106](#)

[Attachment A: Community Garden Update](#)

Department: Parks and Recreation, 10 minutes

Requested Action: Informational

10. Respect, Equity, Diversity and Inclusion (REDI) Phase II Overview [CM 25-079](#)

[Attachment A: REDI Phase II Overview](#)

Department: Executive, 20 minutes

Requested Action: Informational

11. Council Workflow Process Update [CM 25-107](#)

[Attachment A: 2025 Council Workflow Schedule](#)

Department: Executive, 10 minutes

Requested Action: Informational

ADJOURNMENT

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



Memorandum

Date: 2/25/2025

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

File No. CM 25-119

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Fire	Fire Chief Adrian Sheppard	425-556-2201
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DEPARTMENT STAFF:

Fire	Lisa Figueroa	Emergency Preparedness Manager
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TITLE:

Approval of Emergency Management Performance Grant (EMPG)

OVERVIEW STATEMENT:

The City of Redmond has been awarded an Emergency Management Performance Grant (EMPG) from the Washington State Military Department and the U.S. Department of Homeland Security (DHS) in the amount of \$36,377. This funding supports local emergency management efforts to enhance preparedness for all hazards.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
 Provide Direction
 Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Emergency Management Plan
- **Required:**
Council approval is required for grant acceptance.
- **Council Request:**
N/A
- **Other Key Facts:**
EMPG funding is allocated per capita from FEMA through the State of Washington.

OUTCOMES:

Acceptance of this grant will enhance Redmond’s ability to prepare for, respond to, and recover from emergencies. The funding supports training, planning, and readiness activities that directly benefit community safety.

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:
\$36,377

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000016

Budget Priority:
Safe and Resilient, Strategic and Responsive

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

If yes, explain:
N/A

Funding source(s):
EMPG Grant

Budget/Funding Constraints:
Grant acceptance deadline prior to September 30, 2025

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Date: 2/25/2025

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

File No. CM 25-119

Type: Committee Memo

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/4/2025	Business Meeting	Approve

Time Constraints:

Grant acceptance deadline prior to September 30, 2025

ANTICIPATED RESULT IF NOT APPROVED:

Potential loss of available grant funding

ATTACHMENTS:

Attachment A: EMPG Grant Acceptance Agreement

**Washington State Military Department
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: City of Redmond Emergency Management Division (EMD) PO Box 97010 Mailstop: FDADM Redmond, WA 98073-9710		2. Grant Agreement Amount: \$36,377		3. Grant Agreement Number: E25-334			
4. Subrecipient Contact, phone/email: Lisa Figueroa, 425-556-2219 lfigueroa@redmond.gov		5. Grant Agreement Start Date: June 1, 2024		6. Grant Agreement End Date: September 30, 2025			
7. Department Contact, phone/email: Deborah Henderson, 253-512-7470 deborah.henderson@mil.wa.gov		8. Unique Entity Identifier (UEI): XK1UCKFKU3N9		9. UBI # (state revenue): 176-000-016			
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)							
11. Federal Award ID # (FAIN): EMS-2024-EP-05000		12. Federal Award Date: 9/9/2024		13. Assistance Listings # & Title: 97.042 (24EMPG)			
14. Total Federal Amount: \$6,821,397		15. Program Index # & OBJ/SUB-OBJ: 743PT NZ		16. EIN: 91-6001492			
17. Service Districts: (BY LEGISLATIVE DISTRICT): 45, 48 (BY CONGRESSIONAL DISTRICT): 1, 8		18. Service Area by County(ies): King		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____			
20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency				
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER				
24. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2024 Emergency Management Performance Grant (24EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 24EMPG DHS Award Letter for Grant No. EMS-2024-EP-05000 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.							
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 24EMPG Award Letter EMS-2024-EP-05000 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); Build America, Buy America Act Self-Certification (Attachment G); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.							
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align: top;"> 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget </td> <td style="width:50%; vertical-align: top;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference </td> </tr> </table>						1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget	4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference
1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget	4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference						
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.							
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:				
_____ Signature		_____ Date		_____ Signature			
Regan Anne Hesse, Chief Financial Officer Washington State Military Department				Angela Birney, Mayor City of Redmond			
BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Signature				
July 12, 2024			_____ Date				

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Lisa Figueroa	Name	Deborah Henderson
Title	Emergency Manager	Title	Program Coordinator
Email	lfigueroa@redmond.gov	Email	deborah.henderson@mil.wa.gov
Phone	425-556-2219	Phone	253-512-7470
Name	Adrian Sheppard	Name	Peter Drance
Title	Fire Chief	Title	Program Manager
Email	asheppard@redmond.gov	Email	peter.drance@mil.wa.gov
Phone	425-556-2201	Phone	253-512-7322
Name		Name	Grant Miller
Title		Title	Program Assistant
Email		Email	grant.miller@mil.wa.gov
Phone		Phone	253-512-7061

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 24EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of “*The U.S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Emergency Management Performance Grant Program*” (hereafter “the NOFO”), the *Preparedness Grants Manual*, FM-207-23-0001 April 2024 (hereafter “the Manual”), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 24EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 24EMPG funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 24EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual,

the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 24EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.
- iv. The Subrecipient must follow their own policies and procedures to eliminate or reduce the impact of conflicts of interest when making subawards, adhering to any applicable federal or state statutes or regulations. Any real or potential conflicts of interest must be reported to the Department in writing upon discovery.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel to request approval from FEMA per 2CFR 200.102(b)..
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel. All international travel requires prior FEMA approval.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention

requirements of this Agreement and be made available upon request by the Department and auditors.

- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel **sufficiently in advance** of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment E) except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s). If funds are not required, the Subrecipient shall notify the Department Key Personnel.
- i. All costs for equipment and supplies must be incurred, and items received, before the Grant Agreement End Date.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline (Attachment E)) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report (in the format provided by the Department) describing all completed activities under this Agreement, status of training course completion by individual personnel, how the match was met and documented, and progress made with NQS implementation.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The

Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

- d. To document compliance with the National Incident Management System (NIMS), the Subrecipient shall complete the annual NIMS survey conducted by Washington Emergency Management Division (EMD).

4. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must ensure and maintain adoption and implementation of NIMS. See Agreement Attachment A, Article II section 3.c. for associated reporting requirements. The list of objectives used for progress and achievement reporting can be found at <https://www.fema.gov/emergency-managers/nims/implementation-training>.
- d. FEMA requires phased implementation of the National Qualification System (NQS) for EMPG subrecipients. The NQS Implementation Objectives reflect the concepts and principles contained in NQS doctrine and aim to promote consistency in NQS implementation nationwide. Subrecipients will be considered in compliance with NQS requirements as long as they are working towards implementing the NQS Implementation Objectives can be found at https://www.fema.gov/sites/default/files/documents/fema_nims-nqs-implementation-objectives_fact-sheet.pdf. Only EMPG-funded deployable personnel (determined by the Subrecipient) will be required to meet NQS certification requirements.

For 24EMPG NQS Phase 2 of implementation, Subrecipients must:

- i. Design procedures for an organizational qualification system and subsequently document approval.
- ii. Ensure designated EMPG-funded deployable personnel meet the minimum training requirements for their job title/position qualification.
- iii. Track qualification, certification and credentialing for EMPG-funded deployable personnel.
- iv. Describe the status of implementation as a part of the annual NIMS survey conducted by EMD staff at the end of the calendar year.
- v. Note within the EMPG final report which EMPG funded personnel are categorized as deployable and status of implementation, as applicable.

5. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

- i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- iii. Inventory system records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal

award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
- 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

C. Notify Department Key Personnel to initiate the disposition process by the federal awarding agency.

ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.

d. Equipment might require more than one waiver. The Subrecipient must contact the Department Key Personnel for assistance in identifying what waivers are needed and in seeking FEMA approval prior to acquisition.

e. Equipment purchases (those with a current per-unit fair market value in excess of \$5,000) must be identified and explained to the Department. Use, management, and disposition of such equipment is subject to requirements outlined in 2 CFR 200.313. Before making such purchases, the Subrecipient should analyze the cost benefits of purchasing versus leasing equipment, especially those subject to rapid technical advances.

f. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory state and DHS/FEMA adopted standards to be eligible for purchase using federal award funds.

g. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, including provisions on technical standards that ensure and enhance interoperable communications.

- h. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2CFR200. Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and the NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- iv. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - v. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - vi. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - vii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- i. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

6. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; installation of sonar system; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

7. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

- a. For all contracts expected to exceed the simplified acquisition threshold, per 2 CFR 200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for requesting and reviewing pre-procurement documents.
- b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.
- c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. BABAA requires any infrastructure project receiving federal funding must ensure:
 - i. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.
 - ii. All manufactured products must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% of the total cost of all minimum amount of domestic content of manufactured product, unless subject to another standard.
 - iii. All construction materials are manufactured in the United States. This means that all manufacturing processes for construction material occurred in the United States.

Additionally, applicable infrastructure projects are subject to domestic preference requirements. A domestic preference does not apply to non-infrastructure spending under an award that also includes a covered project. A domestic preference applies to an entire infrastructure project, even if it is funded by both federal and non-federal funds under one or more awards.

- i. Domestic preferences under BABAA only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic preference apply to

equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

- ii. Infrastructure, for the purposes of BABAA, includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways and bridges; public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.
- iii. The Subrecipient's contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file a required certification to the Subrecipient with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors must certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the Subrecipient who will forward them to the Department who, in turn, will forward the disclosures to FEMA. The Build America, Buy America Act Self-Certification form is included herein as Attachment G.

If the Subrecipient is interested in applying for a waiver, the Subrecipient should contact the Department Key Personnel to determine the requirements. All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.

8. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities is to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. Reporting requirements are referenced in section 3.c.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports
 - ii. Monitoring and documenting the completion of Agreement deliverables
 - iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
 - v. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations

- vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. FEMA Policy FP-256-23-001 (www.fema.gov/sites/default/files/documents/fema_policy-language-access.pdf) further stresses this requirement applies to anyone awarded FEMA funding. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.
- b. Subrecipients are encouraged to perform and document their analysis of the most appropriate language assistance services necessary to ensure a LEP individual has meaningful access to the Subrecipient's programs and activities. The analysis should consider
 - i. The number or proportion of LEP individuals eligible to be served or likely encountered by the program
 - ii. The frequency with which LEP individuals come in contact with the program
 - iii. The nature and importance of the program, activity, or service provided by the program to people's lives
 - iv. The resources available to the program and costs

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EMPG funding from DHS/FEMA, to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

A portion of the grant program is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

- a. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan (Attachment D) and the Subrecipient's approved application for funding, incorporated into this Agreement.

- b. Funding may not be used to replace or supplant non-federal funding of emergency management programs.
- c. The Subrecipient shall provide a fifty percent (50%) cash match from non-federal source(s). The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment F). To meet matching requirements, the Subrecipient's cash matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all state and Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds.
- d. To gather data for the required FEMA deliverables (i.e., Stakeholder Preparedness Review [SPR], Threat Hazard Identification and Risk Assessment [THIRA]), EMD is piloting a three-year County Emergency Preparedness Assessment (CEPA) process with workshops, occurring in a third of the 39 counties each calendar year 2024-2026. The Subrecipient **must** participate in a CEPA workshop located in their county and in any follow-on data calls to receive EMPG funding.
- e. Subrecipients shall participate in the State's Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding of funding under future grant years.
- f. If funding is allocated to non-FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
- g. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
 - i. NIMS training Independent Study (IS): IS-100, IS-200, IS-700, and IS-800, and
 - ii. **Either** the FEMA Professional Development Series (PDS) IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, **or** the Emergency Management Professionals Program (EMPP) Basic Academy IS-230, E/L101, E/L 102, E/L103, E/L104 and E/L105.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 24EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 24EMPG Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- d. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient’s project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE “ADA” 28 CFR Part 35.

Except as provided herein, the Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication. If the ADA does not apply to the Subrecipient because the Subrecipient is a federal recognized Indian Tribe, then the acceptance by the Tribe of, or acquiescence to, these General Terms and Conditions does not change or alter its inapplicability to the Indian Tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <https://mil.wa.gov/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in “covered transactions” by any federal department or agency. “Covered transactions” include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries’ “*Debarred Contractor List*” (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services’ *Debarred Vendor List* (<https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/vendor-debarment>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, “*Disclosure Form to Report Lobbying*,” in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "*Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States*"). The Act provides that each contractor or Subrecipient must

be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

\$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 “*Strengthening Buy-American Preferences for Infrastructure Projects*,” and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient’s procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to defend, indemnify, and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term “non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient’s fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient’s failure to comply with said audit requirements may result in one or more of the following actions in the Department’s sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the state of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the state of Washington, including, but not limited to, Workers’ Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established and are indicated herein: Minority Business Enterprises: (MBEs): 10% and Woman's Business Enterprises (WBEs): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Except for as provided herein, venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington, and the Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington. Provides, that if the Subrecipient is a federally recognized Indian Tribe, the parties agree that, in the event either party to this Agreement commences any suit relating to or arising from the Agreement, the United States District Court for the Western District of the State of Washington shall have the sole and exclusive jurisdiction over such proceeding. If the court lacks federal subject matter jurisdiction, then the Tribe agrees to waive its sovereign immunity from suit for the limited purpose of permitting the State to enforce the terms of this Agreement in the Superior Court of Washington under Washington law, and venue for such suit shall be the Superior Court of Thurston County, Washington. This limited waiver of sovereign immunity is solely for the benefit of the State. This limited waiver of sovereign immunity shall not be for, nor shall it be construed as for, the benefit of any other person or entity, and the Tribe does not waive its immunity with respect to any action brought by, or on behalf of, any other entity or person.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**24EMPG Award Letter
EMS-2024-EP-05000**

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/09/2024



Sierra Wardell
MILITARY DEPARTMENT, WASHINGTON STATE
BUILDING 1 MILITIA DR STATE FINANCIAL SERVICES
CAMP MURRAY, WA 98430

EMS-2024-EP-05000

Dear Sierra Wardell,

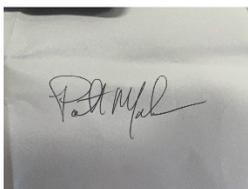
Congratulations on behalf of the Department of Homeland Security, your application submitted for the Fiscal Year (FY) 2024 Emergency Management Performance Grants, has been approved in the amount of \$6,821,397.00 in Federal funding. This award of federal assistance is executed as a Grant. As a condition of this award, you are required to contribute non-Federal funds equal to or greater than \$6,821,397.00 for a total approved budget of \$13,642,794.00. Please see the FY24 Emergency Management Performance Grant (EMPG) Program for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2024 Emergency Management Performance Grants Notice of Funding Opportunity
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



Patrick Marcham
Grants Program Division Director
Region 10

Award Summary

Program: Fiscal Year 2024 Emergency Management Performance Grant

Recipient: MILITARY DEPARTMENT, WASHINGTON STATE

UEI-EFT: D2EJRGZ2PLG8-0001

DUNS number: 8088833830001

Award number: EMS-2024-EP-05000

Summary description of award

The Fiscal Year (FY) 2024 Emergency Management Performance Grant (EMPG) Program is one of the grant programs that constitute DHS/FEMA's focus on all-hazards emergency preparedness. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS/FEMA to assist state, local, tribal, and territorial emergency management agencies to implement the National Preparedness System and the National Preparedness Goal of a secure and resilient nation

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 EMPG NOFO.

// due to new system inclusion of information with no context, pages 5-12 not included – available on request //

Agreement Articles

Program: Fiscal Year 2024 Emergency Management Performance Grant

Recipient: MILITARY DEPARTMENT, WASHINGTON STATE

UEI-EFT: D2EJRGZ2PLG8-0001

DUNS number: 8088833830001

Award number: EMS-2024-EP-05000

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<p>Article 1</p>	<p>Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications</p> <p>I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.</p>
<p>Article 2</p>	<p>General Acknowledgements and Assurances</p> <p>Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.</p>
<p>Article 3</p>	<p>Acknowledgement of Federal Funding from DHS</p> <p>Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.</p>

<p>Article 4</p>	<p>Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.</p>
<p>Article 5</p>	<p>Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<p>Article 6</p>	<p>Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<p>Article 7</p>	<p>Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
<p>Article 8</p>	<p>Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.</p>

<p>Article 9</p>	<p>Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p>
<p>Article 10</p>	<p>Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.</p>
<p>Article 11</p>	<p>Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
<p>Article 12</p>	<p>Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
<p>Article 13</p>	<p>Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.</p>

<p>Article 14</p>	<p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.</p>
<p>Article 15</p>	<p>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.</p>
<p>Article 16</p>	<p>Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>
<p>Article 17</p>	<p>False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>
<p>Article 18</p>	<p>Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
<p>Article 19</p>	<p>Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.</p>

<p>Article 20</p>	<p>Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>
<p>Article 21</p>	<p>Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.</p>
<p>Article 22</p>	<p>John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.</p>
<p>Article 23</p>	<p>Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.</p>
<p>Article 24</p>	<p>Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).</p>

<p>Article 25</p>	<p>National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.</p>
<p>Article 26</p>	<p>Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.</p>
<p>Article 27</p>	<p>Non-Supplanting Requirement Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.</p>
<p>Article 28</p>	<p>Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.</p>
<p>Article 29</p>	<p>Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.</p>

Article 30	<p>Procurement of Recovered Materials</p> <p>States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>
Article 31	<p>Rehabilitation Act of 1973</p> <p>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>
Article 32	<p>Reporting of Matters Related to Recipient Integrity and Performance</p> <p>If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.</p>
Article 33	<p>Reporting Subawards and Executive Compensation</p> <p>For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.</p>

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	<p>SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.</p>
Article 36	<p>Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.</p>
Article 37	<p>Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.</p>
Article 38	<p>Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.</p>
Article 39	<p>USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.</p>
Article 40	<p>Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.</p>
Article 41	<p>Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.</p>

<p>Article 42</p>	<p>Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: https://www.fema.gov/grants/guidance-tools/environmental-historic. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.</p>
<p>Article 43</p>	<p>Applicability of DHS Standard Terms and Conditions to Tribes The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.</p>
<p>Article 44</p>	<p>Acceptance of Post Award Changes In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.</p>
<p>Article 45</p>	<p>Disposition of Equipment Acquired Under the Federal Award For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.</p>

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h) (5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Obligating document

1. Agreement No. EMS-2024-EP-05000	2. Amendment No. N/A	3. Recipient No. 916001095	4. Type of Action AWARD	5. Control No. SX00368N2024T		
6. Recipient Name and Address MILITARY DEPARTMENT, WASHINGTON STATE CAMP MURRY BUILDING 1 CAMP MURRAY, WA 98430		7. Issuing FEMA Office and Address FEMA Region X 130 228th Street, S.W. Bothell, Washington 98021-9796 425-487-4600		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Sierra Wardell	9a. Phone No. 253-5127121	10. Name of FEMA Project Coordinator Emergency Management Performance Grant Grant Program		10a. Phone No. 1-877-585-3242		
11. Effective Date of This Action 09/09/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 10/01/2023 to 09/30/2026 Budget Period 10/01/2023 to 09/30/2026			
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
EMPG	97.042	2024-FA-GA01 - R107-xxxx-4120-D	\$0.00	\$6,821,397.00	\$6,821,397.00	See Totals
Totals			\$0.00	\$6,821,397.00	\$6,821,397.00	\$6,821,397.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell				DATE 09/11/2024		
18. FEMA SIGNATORY OFFICIAL (Name and Title) Patrick Marcham, Grants Program Division Director Region 10				DATE 09/09/2024		

WORK PLAN

FY 2024 Emergency Management Performance Grant

The purpose of this attachment is to identify the activities planned by the Subrecipient under this Grant Agreement, funded by EMPG and required match funding, and subsequently approved as allowable under EMPG by the EMPG Program Manager.

Emergency Management Organization: City of Redmond Emergency Management Division (EMD)

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five mission areas of the national preparedness goal of prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, plan, train, exercise, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

Priority Area #1	4.4 Continuity Planning and Procedures	
Primary Core Capability	Community Resilience	
Secondary Core Capability	Long-term Vulnerability Reduction	
Build or Sustain	Building	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
<p>Build a strong Continuity of Operations Plan to integrate all Department plans into one system for identification and deconfliction. This will be available online and in print for departments, activations, and recovery efforts. We will also create exercises specific to our own information to test the plan and familiarize staff with the concept and the process.</p> <p>Create training and exercises related to the City's plan. Also includes additional outside training as it relates to continuity, as relevant.</p>	<p>The need for continuity planning is outlined in our CEMP and is a basic requirement for any emergency management program. There were COOP plans for COVID, but they are not relevant to all situations, so this will build capacity.</p>	<p>A comprehensive COOP plan that can be adapted to small or large interruptions to City operations. Built communication and collaboration between departments who may assume use of the same supplies. Improve resilience by working through any issues with continuity in operations in a safe, low stress environment. Have more staff familiar with COOP importance and processes to facilitate interdepartmental response and recovery efforts.</p>

Priority Area #2	4.8 Communications and Warning	
Primary Core Capability	Operational Communications	
Secondary Core Capability	Operational Coordination	
Build or Sustain	Building	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
<p>Design a communications plan that improves use of our AM radio station for emergency messaging; needed improvements to ease update process and designate those who can do so.</p>	<p>These systems benefit both staff and public communication systems, identified as crucial in our CEMP.</p>	<p>Better messaging to residents, especially when cellular and internet services are inaccessible.</p>

<p>Create community campaign outreach materials regarding alert and warning and emergency communications.</p> <p>Distribute AM radios, previously purchased, to residents who do not have access to an AM radio in their home or car.</p>	<p>These systems benefit both staff and public communication systems, identified as crucial in our CEMP.</p>	<p>Reaching out to the community will allow residents to be better prepared and know where to find emergency information in a timely, accessible manner.</p>
<p>Invest in Starlink system as backup to provide emergency communications with partners and residents during an outage or disaster.</p>	<p>These systems benefit both staff and public communication systems, identified as crucial in our CEMP.</p>	<p>This boost of internet capacity is essential whenever service is out or unavailable. They will be portable for use at staging areas, EOC, or in the field, as well as fire stations.</p>

TIMELINE

FY 2024 Emergency Management Performance Grant

The purpose of this attachment is to identify applicable and agreed upon due dates for Grant Agreement milestones to include deliverables that must be submitted to the Department. Both the Department and the Subrecipient shall monitor adherence with the dates below.

DATE	TASK
June 1, 2024	Grant Agreement Start Date
April 30, 2025	Submit reimbursement request
September 30, 2025	Grant Agreement End Date – <i>all work must be complete</i>
November 15, 2025	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the above Timeline.

For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the above Timeline.

BUDGET

FY 2024 Emergency Management Performance Grant

The purpose of this attachment is to identify how the funding is budgeted per the identified activities in the Work Plan. If funding is identified as not being required, contact the Department Key Personnel as soon as possible so funding can be reallocated.

24EMPG AWARD \$ 36,377.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	\$ -	\$ 36,377
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ 3,477	\$ -
	Consultants/Contracts	\$ 26,400	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 29,877	\$ 36,377
ORGANIZATION	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
EXERCISE	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ 3,000	\$ -
	Supplies	\$ 2,000	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 5,000	\$ -
EQUIP	Equipment	\$ 1,500	\$ -
	Subtotal	\$ 1,500	\$ -
M&A	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
<i>Indirect Cost Rate on file</i>		0.00%	<i>for Time Period of:</i> N/A
TOTAL Grant Agreement AMOUNT:		\$ 36,377	\$ 36,377

The Subrecipient will provide a match of **\$36,377** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without **prior** written approval from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 743PT – EMPG

BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Insert Project Name and Location that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of [Contractor’s or Subcontractor’s] Authorized Official

Enter Name and Title
Name and Title of [Contractor’s or Subcontractor’s] Authorized Official

Date



Memorandum

Date: 2/25/2025

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

File No. CM 25-115

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Erica Chua	Recreation Manager
Parks	Katie Fraser	Recreation Supervisor

TITLE:

Authorize the Acceptance of a \$1,000 Grant, from the National Recreation and Park Association (NRPA), to Support the Implementation of the Walk with Ease Program

OVERVIEW STATEMENT:

The City of Redmond has been awarded a grant through the National Recreation and Park Association (NRPA) for an evidence-based walking program to support older adults in the prevention and management of chronic conditions like arthritis. The grant provides instructional training and \$1,000 to start the walking program.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2017/2023 PARCC Plan
- **Required:**
Council provides authorization for the Mayor or designee to sign.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The purpose of this NRPA grant is to support the implementation of the Walk with Ease program that support older adults in the prevention and management of chronic conditions like arthritis. The City of Redmond will receive two (2) instructor trainings and related supporting program materials for the Walk With Ease program. This will allow staff to provide this beneficial walking program to older adults in the community at the Redmond Senior & Community Center indoor track.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
 January-February 2025: Walk with Ease instructor training
 February 2025: Winter Walk with Ease 6-week program session starts
 April 2025: Spring Walk with Ease 6-week program sessions starts
 May 2025: Summer Walk with Ease 6-week program session starts
 September 2025: Fall Walk with Ease 6-week program session starts
- **Outreach Methods and Results:**
 NA
- **Feedback Summary:**
 N/A

BUDGET IMPACT:

Total Cost:

There are not any additional costs that are not covered by the NRPA grant.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

000041- Community Recreation

Budget Priority:

Healthy and Sustainable

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

If yes, explain:

NA

Funding source(s):

Grant

Budget/Funding Constraints:

NA

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/4/2025	Business Meeting	Approve

Time Constraints:

NA

ANTICIPATED RESULT IF NOT APPROVED:

Loss of grant funding

ATTACHMENTS:

Attachment A NRPA Grant Agreement



NATIONAL RECREATION
AND PARK ASSOCIATION

**[TO BE COUNTER-SIGNED AND RETURNED PRIOR TO ISSUING GRANT PAYMENT]
Letter of Agreement**

DATE

December 12, 2024

Dear Katie Fraser:

On behalf of the National Recreation and Park Association, Incorporated ("NRPA"), I am pleased to inform you of our desire to extend a grant in the amount of \$1,000.00 as described below (the "Grant"):

Grantee: Redmond Park & Recreation

Purpose: The purpose of this grant is to support the implementation of the project selected for grant funding ("Project"): Supporting Healthy Aging through Parks and Recreation 4.0. In addition to the aforementioned funds, Grantee will also receive two (2) instructor trainings and related supporting program materials for the Walk With Ease program.

This grant opportunity is made possible through the support of the U.S. Centers for Disease Control and Prevention (CDC), supported by the Funding Opportunity Announcement (FOA) Number: DP21-2106 and Award No. 5 NU58DP006985-03-00 in the amount of \$460,003.00, dated June 27, 2023 and signed by Ms. Pamela Render, Grants Management Officer. NRPA is managing the administration of the grant program (Program). Grants made through this Program are intended to support the implementation of arthritis-appropriate evidence-based interventions (AAEBIs) (i.e., Active Living Every Day, Enhance Fitness®, Fit&Strong!, Walk With Ease, or Tai Chi for Arthritis) through local parks and recreation.

In order to process the payment of your Grant, Grantee is required to carefully read, and then – to indicate acceptance of the terms of the Grant – to sign, date, and return to the NRPA this letter (the "Grant Agreement").

In consideration for receipt of the Grant, by signing the letter, Grantee acknowledges and agrees to the following:

1. Grantee understands the purpose and requirements of the Grant Agreement.
2. Grantee will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.
3. Grantee will comply with all applicable laws, regulations, and rules including, but not limited to, the following:



NATIONAL RECREATION
AND PARK ASSOCIATION

- a. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and HHS Awards in 2 C.F.R. Part 200 and 45 C.F.R. Part 75.
 - b. All other applicable terms, conditions, and restrictions published by the CDC including the following, which can be reviewed at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>:
 - i. The General Terms and Conditions for Non-Research Grants and Cooperative Agreements
 - ii. HHS Grants Policy Statement
 - iii. Federal Funding Accountability and Transparency Act (FFATA)
 - iv. Anti-Lobby Restrictions for CDC Grant Recipients
 - v. Grantee Notification Guidance on the Establishment of Subaccounts
4. The Grant will be used solely for the following purpose(s), as outlined in this Grant Agreement. Grant funds may not be expended for any other purpose without NRPA's prior written approval. You will repay any portion of the Grant that is not used for the purpose stated in this Grant Agreement.
- a. Increase the availability and sustainability of AAEBIs provided through local parks and recreation.
 - b. Participate in NRPA's virtual Grantee Kick Off Call on December 12, 2024.
 - c. Work to enroll 150 participants in Walk With Ease by May 31, 2026.
 - d. Participate in the *Supporting Healthy Aging through Parks and Recreation Community of Practice (CoP)*.
 - i. Attend CoP quarterly sessions with NRPA staff and consultants (dates are TBD).
 - ii. Complete coursework outside of the four CoP quarterly sessions.
 - iii. Engage with other CoP members to increase the equitable dissemination, delivery and sustainability of AAEBIs through park and recreation agencies.
 - e. Collaborate with NRPA to conduct evaluation and AAEBI tracking activities and submit information quarterly to NRPA as requested regarding:



- i. Collaborate with NRPA to conduct evaluation and AAEBI tracking activities and submit information quarterly to NRPA as requested regarding:
 - ii. Reach of AAEBIs (# of participants, demographics, etc.)
 - iii. Completion of instructor trainings
 - iv. Updates on project status and timeline for planned activities/elements
 - v. Impact stories
 - vi. Pictures documenting progress and activities (if applicable)
 - f. Participate in other AAEBI implementation and delivery evaluation activities as requested including bi-monthly grantee networking calls, interviews, focus groups, hosting a site visit, and surveys to document best practices to help inform resources and tools related to recruitment and partnership building.
 - g. Conduct local community outreach through web, social media, and local press release to help promote the Project.
 - h. Document and share with NRPA success stories, press releases, photos, videos, quotes, local media coverage and highlights throughout the project and grant period.
 - i. Complete project and submit a final report (template provided by NRPA) by July 31, 2026, describing the success(es) of the project and how the grant funds were utilized upon completion of the project.
5. None of the funds issued by NRPA will be utilized in a manner contrary to the charitable and educational purposes of NRPA.
 6. NRPA designates Natalia Ospina to serve as NRPA's liaison and to assist the NRPA in supervising, monitoring and evaluating the expenditure of grant funds and the progress made in accomplishing the grant project. NRPA may appoint one or more additional liaisons as NRPA deems appropriate, and NRPA in its sole discretion may change the designation of any or all of its liaisons from time to time. Grantee will fully cooperate with such liaisons and will provide them with such information as they may request from time to time on NRPA's behalf regarding the Grant.
 7. Grantee will maintain records of receipts and expenditures with respect to all Grant funds and will make Grantee's books and records with respect to the Grant available to NRPA and its representatives if requested. Grantee will submit a full and complete annual written report to Grantor by XXX, and such interim reports as the NRPA or its representatives may require from time to time. Such reports may include: (a) a detailed accounting of the use or expenditure of all Grant funds; (b) a description of Grantee's



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- compliance with the terms of this Agreement; (c) the progress made in accomplishing the objectives of the Grant as set forth in the Grant Application, if applicable; (d) an attestation that Grant funds were used solely for expenditures permitted under this Agreement; and (e) such other information as NRPA or its representatives may reasonably request. Grantee will provide any other documents, materials and information reasonably requested by NRPA or its representatives. Grantee will keep the financial records with respect to the Grant, along with copies of any reports submitted to NRPA, for at least four years following expenditure of the Grant funds.
8. Grantee will permit NRPA and its representatives, at NRPA's request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as NRPA and its representatives deem necessary or appropriate concerning the Grant.
 9. Grantee agrees not to make any public statement regarding the Grant without the prior written approval of NRPA. Grantee will allow NRPA to review and approve the text of any proposed publicity concerning the Grant prior to its release. NRPA may include information regarding the Grant, including the amount and purpose thereof, any photographs Grantee may have provided to NRPA, Grantee's logo or trademark, or other information or materials about Grantee, in NRPA's periodic public reports and press releases and on NRPA's website and public media channels.
 10. Grantee agrees to indemnify NRPA against any loss or expense (including reasonable attorneys' fees) NRPA incurs as a consequence of breach by Grantee of any of its undertakings hereunder. In addition, by accepting the Grant, Grantee irrevocably and unconditionally agrees, to the extent allowed by applicable law, to defend, indemnify and hold harmless NRPA and each of its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee or its employees or agents, in applying for or accepting the Grant, in expending or applying the Grant funds, or in carrying out the program to be funded by the Grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any wrongful act or omission of Grantor or its employees or agents.
 11. In addition to NRPA's rights with respect to disbursement of Grant funds under any other provision of this Grant Agreement, NRPA reserves the right to discontinue, modify or withhold any disbursement of Grant funds or to require a total or partial refund of any Grant funds if, in NRPA's sole discretion, such action is necessary: (a) because Grantee has not fully complied with the terms and conditions of the Grant or this Grant Agreement; (b) to protect the purpose and objectives of the Grant or any other charitable interest of NRPA; or (c) to comply with the requirements of any law or regulation applicable to Grantee, NRPA, or the Grant.
 12. Grantee understands that NRPA requires Grantee to complete and return IRS Form W-9 (attached) as a precondition for payment of the Grant.



NATIONAL RECREATION
AND PARK ASSOCIATION

13. Grantee understands that NRPA will distribute Grant Funds to support the requirements of the grant within thirty (30) days of receipt of both this executed Letter of Agreement and the Grantee's IRS Form W-9.
- a. Grant Funds will be distributed in the form of a check in the full Grant amount.
 - b. No matching funds are required.
14. Grantee understands that the NRPA has no obligation to provide additional funds to the Grantee for this Project or any other project or purposes.
15. The individual signing this Grant Agreement on behalf of Grantee hereby certifies that: (a) they are a duly elected and authorized officer of Grantee; and (b) they are authorized to accept the Grant on behalf of Grantee and to obligate Grantee to observe all of the terms and conditions placed on the Grant, and in connection with the Grant, to make, execute and deliver on behalf of the Grantee this Grant Agreement and all representations, receipts, reports and other instruments of every kind.
16. This Grant Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Virginia, without regard to conflicts of laws principles. In addition, all disputes arising under this Grant Agreement shall be resolved in any local or federal court in the Commonwealth of Virginia, and Grantee agrees, solely for purposes of this Agreement, to submit to the personal jurisdiction of that court.

Please contact me with any questions concerning the requirements of this letter.

Accepted and Acknowledged by:

Katie Fraser

Print Name and Title:

Katie Fraser, Recreation Supervisor

Date: 1/8/25

Sincerely,

Printed Name and Title:

Kellie May, Chief Partnerships Officer

Date: _____



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 2/25/2025

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

File No. CM 25-121

Type: Committee Memo

Instructional Services Agreements



Memorandum

Date: 2/25/2025

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

File No. CM 25-109

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Erica Chua	Recreation Manager
Parks	Katie Fraser	Recreation Supervisor
Parks	Dan Cassis	Recreation Program Coordinator

TITLE:

Approval of Instructional Services Agreement, for the Tennis Outreach Program, Increasing the Maximum Amount

Payable to \$150,000

OVERVIEW STATEMENT:

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

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

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan; Cost of Service Methodology and Cost Recovery Policy.

- **Required:**
Council approval is required for agreements over \$75,000.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The maximum amount payable increase allows for serving the many youth who wish to participate in instructional tennis programs while in-turn increasing the revenue for the Recreation Activity Fund.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$150,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000401- Community Recreation

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Recreation Activity Fund

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/4/2025	Business Meeting	Approve

Time Constraints:

Direction needed prior to finalizing registration information by March 4, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A 2025 Instructional Services Agreement- Tennis Outreach Program

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

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

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

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

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

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

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

2. Conditions/Arrangements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CITY OF REDMOND:

By: _____
Title: _____

By: _____
Title: _____
Date: _____

Approved by Department Manager:

Approved by Risk Manager:

**EXHIBIT A
SCOPE OF WORK**

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

The CONTRACTOR, agrees to provide all necessary labor and supplies to perform the following services for the City:

Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance \$2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

**EXHIBIT B
WORK SCHEDULE**

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached recreation system generated report as part of Exhibit B.

**EXHIBIT C
PAYMENT**

For these services the City shall pay the Contractor at the rate based off total registration fees per participant as indicated below. Payable upon completion of the course.

- Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.

Contract Split = 75% - Contracting Organization/25% - City

- Hybrid Recreation Programs – Participants have the option of joining the class in person, or remotely. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming. There may be limited spaces available for in-person classes based on COVID-19 Restrictions.

**Contract Split Virtual Participants = 75% - Contracting Organization/25% - City
Contractor Split In-Person Participants = 65% - Contracting Organization/35% - City**

- Traditional In-Person Recreation Programs (at city facility) – Participants attend program at a city facility.

Contract Split = 65% - Contracting Organization/35% - City

- Traditional In-Person Recreation Programs (not at city facility) – Participants attend program at the facility of the Contracting Organization.

Contract Split = 70% - Contracting Organization/30% - City

- Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND PROCEDURES

For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

Our Values

Commitment to Service, Integrity, Accountability, Welcoming.

Goals and Objectives

The City of Redmond (COR), Parks and Recreation Department provides gathering spaces, activities, events, and learning experiences to meet the recreational needs of the Redmond community. Our goal is to contract with organizations that have a shared vision and will provide a variety of services/activities to create a robust and comprehensive recreational program to our community.

The following goals have been established:

1. To provide and engage participants in comprehensive, year-round recreation activities, classes, and special events designed to meet the needs of ALL, regardless of age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.
2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.
2. Meet all deadlines for marketing related information requested by the program administrator or coordinator.

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City of Redmond, standard form**

3. Start and end activities on time and prepare accordingly.
4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.
5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.
6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.
7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.
8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.
9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.
10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances or complaints.
11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.
12. Contractor or their employees may not speak to media without approval from the COR.
 - Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
 - If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

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Communications Department. Please provide your Contract Administrator/Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

13. Contractor must obtain written approval to use the COR logo on print material, online, or social media. The logo is protected by copyright.
14. Contractor may only utilize participant information for communicating information to participants about COR programs. Due to the Public Records Act and Health Insurance Portability and Accountability Act (HIPAA), rosters containing personal information are not allowed to be used by contractors for their commercial use.
15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
16. Contractor will maintain accurate attendance counts and records of daily sign-in and sign-out of minors participating in programs. Sign-in sheets and waiver forms will be turned in to program staff with the invoice at the conclusion of the program. Contact your contract administrator or program staff for the best practices for sign-in/sign-out procedures for specific activities.
17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.
18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.
19. Contractor must obtain approval from Program Contract Administrator prior to any trips away from program site.
20. Contractor agrees to attend City of Redmond Contractor Training prior to the start of classes and each time a contract is created or renewed.
21. COR provides fee assistance when a family or individual demonstrates financial need.

Contract Administration Procedure

1. **PROGRAM CANCELTATION:** Individual activity minimums must be met five days prior to the scheduled activity, or the activity will be canceled and part of the contract will be terminated. In lieu of cancelation, the City staff may extend an offer to the contractor to provide service for reduced compensation.
2. **CONTRACT PERIOD:** Unless otherwise specified, contracts run for one program period only. Contracts do not automatically renew.
3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.
4. **PROGRAM REGISTRATION:** Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.
5. **PURCHASING:** Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.
6. **REFUNDS:** The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.
7. **SNOW/INCLEMENT WEATHER:** Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.
8. **PHOTO/VIDEO RELEASE:** City of Redmond has the right to take and utilize photos/ videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/ our group.
9. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

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to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

CONTRACTOR

CITY OF REDMOND

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



Memorandum

Date: 2/25/2025

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

File No. CM 25-110

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Erica Chua	Recreation Manager
Parks	Cindy Johnson	Recreation Supervisor

TITLE:

Approval of Instructional Services Agreement, for Nature Vision, Increasing the Maximum amount Payable to \$150,000

OVERVIEW STATEMENT:

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

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

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan; Cost of Service Methodology and Cost Recovery Policy.
- **Required:**
Council approval is required for agreements over \$75,000.

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

OUTCOMES:

The maximum amount payable increase allows for serving the many youth who wish to participate in Outdoor and nature based programs while in-turn increasing the revenue for the Recreation Activity Fund.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$150,000

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

Budget Offer Number:
0000401- Community Recreation

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Recreation Activity Fund

Budget/Funding Constraints:
NA

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/4/2025	Business Meeting	Approve

Time Constraints:

Direction needed prior to finalizing registration information by March 4, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A 2025 Instructional Services Agreement- Nature Vision

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

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

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

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

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

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

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

2. Conditions/Arrangements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CITY OF REDMOND:

By: _____
Title: _____

By: _____
Title: _____
Date: _____

Approved by Department Manager:

Approved by Risk Manager:

**EXHIBIT A
SCOPE OF WORK**

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

The CONTRACTOR, agrees to provide all necessary labor and supplies to perform the following services for the City:

Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance \$2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

**EXHIBIT B
WORK SCHEDULE**

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached recreation system generated report as part of Exhibit B.

**EXHIBIT C
PAYMENT**

For these services the City shall pay the Contractor at the rate based off total registration fees per participant as indicated below. Payable upon completion of the course.

- Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.

Contract Split = 75% - Contracting Organization/25% - City

- Hybrid Recreation Programs – Participants have the option of joining the class in person, or remotely. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming. There may be limited spaces available for in-person classes based on COVID-19 Restrictions.

**Contract Split Virtual Participants = 75% - Contracting Organization/25% - City
Contractor Split In-Person Participants = 65% - Contracting Organization/35% - City**

- Traditional In-Person Recreation Programs (at city facility) – Participants attend program at a city facility.

Contract Split = 65% - Contracting Organization/35% - City

- Traditional In-Person Recreation Programs (not at city facility) – Participants attend program at the facility of the Contracting Organization.

Contract Split = 70% - Contracting Organization/30% - City

- Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND PROCEDURES

For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

Our Values

Commitment to Service, Integrity, Accountability, Welcoming.

Goals and Objectives

The City of Redmond (COR), Parks and Recreation Department provides gathering spaces, activities, events, and learning experiences to meet the recreational needs of the Redmond community. Our goal is to contract with organizations that have a shared vision and will provide a variety of services/activities to create a robust and comprehensive recreational program to our community.

The following goals have been established:

1. To provide and engage participants in comprehensive, year-round recreation activities, classes, and special events designed to meet the needs of ALL, regardless of age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.
2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.
2. Meet all deadlines for marketing related information requested by the program administrator or coordinator.

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City of Redmond, standard form**

3. Start and end activities on time and prepare accordingly.
4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.
5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.
6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.
7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.
8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.
9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.
10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances or complaints.
11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.
12. Contractor or their employees may not speak to media without approval from the COR.
 - Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
 - If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

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Communications Department. Please provide your Contract Administrator/Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

13. Contractor must obtain written approval to use the COR logo on print material, online, or social media. The logo is protected by copyright.
14. Contractor may only utilize participant information for communicating information to participants about COR programs. Due to the Public Records Act and Health Insurance Portability and Accountability Act (HIPAA), rosters containing personal information are not allowed to be used by contractors for their commercial use.
15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
16. Contractor will maintain accurate attendance counts and records of daily sign-in and sign-out of minors participating in programs. Sign-in sheets and waiver forms will be turned in to program staff with the invoice at the conclusion of the program. Contact your contract administrator or program staff for the best practices for sign-in/sign-out procedures for specific activities.
17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.
18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.
19. Contractor must obtain approval from Program Contract Administrator prior to any trips away from program site.
20. Contractor agrees to attend City of Redmond Contractor Training prior to the start of classes and each time a contract is created or renewed.
21. COR provides fee assistance when a family or individual demonstrates financial need.

Contract Administration Procedure

1. **PROGRAM CANCELTATION:** Individual activity minimums must be met five days prior to the scheduled activity, or the activity will be canceled and part of the contract will be terminated. In lieu of cancelation, the City staff may extend an offer to the contractor to provide service for reduced compensation.
2. **CONTRACT PERIOD:** Unless otherwise specified, contracts run for one program period only. Contracts do not automatically renew.
3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.
4. **PROGRAM REGISTRATION:** Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.
5. **PURCHASING:** Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.
6. **REFUNDS:** The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.
7. **SNOW/INCLEMENT WEATHER:** Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.
8. **PHOTO/VIDEO RELEASE:** City of Redmond has the right to take and utilize photos/ videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/ our group.
9. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

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to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

CONTRACTOR

CITY OF REDMOND

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



Memorandum

Date: 2/25/2025

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

File No. CM 25-111

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Erica Chua	Recreation Manager
Parks	Jeff Hagen	Recreation Supervisor
Parks	Michael Locke	Recreation Program Coordinator

TITLE:

Approval of Instructional Services Agreement, for i9 Sports Camps, Increasing the Maximum Amount Payable to

\$110,000

OVERVIEW STATEMENT:

Seeking Council approval of an increase to the maximum amount payable to i9 Sports Camp Instructional Services Agreement. Programs and summer camps offered by this organization will exceed our anticipated enrollment amounts due to high community demand and rising costs. Though the expended amount is increasing, revenues earned by the City in the Recreation Activity Fund will also increase as this agreement is based on a percentage split of enrollment/registration fees between the contractor providing the service and the Parks Department.

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

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information

Provide Direction

Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan; Cost of Service Methodology and Cost Recovery

Policy.

- **Required:**
Council approval is required for agreements over \$75,000.
- **Council Request:**
NA
- **Other Key Facts:**
N/A

OUTCOMES:

The maximum amount payable increase allows for serving the many youth who wish to participate in outdoor and beginner sports programs while in-turn increasing the revenue for the Recreation Activity Fund.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
NA
- **Outreach Methods and Results:**
NA
- **Feedback Summary:**
NA

BUDGET IMPACT:

Total Cost:
\$110,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
000401- Community Recreation

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Recreation Activity Fund

Budget/Funding Constraints:
NA

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/4/2025	Business Meeting	Approve

Time Constraints:

Direction needed prior to finalizing registration information by March 4, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A 2025 Instructional Services Agreement- i9 Sports

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

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

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

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

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

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

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

2. Conditions/Arrangements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CITY OF REDMOND:

By: _____
Title: _____

By: _____
Title: _____
Date: _____

Approved by Department Manager:

Approved by Risk Manager:

**EXHIBIT A
SCOPE OF WORK**

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

The CONTRACTOR, agrees to provide all necessary labor and supplies to perform the following services for the City:

Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance \$2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

**EXHIBIT B
WORK SCHEDULE**

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached recreation system generated report as part of Exhibit B.

**EXHIBIT C
PAYMENT**

For these services the City shall pay the Contractor at the rate based off total registration fees per participant as indicated below. Payable upon completion of the course.

- Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.

Contract Split = 75% - Contracting Organization/25% - City

- Hybrid Recreation Programs – Participants have the option of joining the class in person, or remotely. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming. There may be limited spaces available for in-person classes based on COVID-19 Restrictions.

**Contract Split Virtual Participants = 75% - Contracting Organization/25% - City
Contractor Split In-Person Participants = 65% - Contracting Organization/35% - City**

- Traditional In-Person Recreation Programs (at city facility) – Participants attend program at a city facility.

Contract Split = 65% - Contracting Organization/35% - City

- Traditional In-Person Recreation Programs (not at city facility) – Participants attend program at the facility of the Contracting Organization.

Contract Split = 70% - Contracting Organization/30% - City

- Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND PROCEDURES

For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

Our Values

Commitment to Service, Integrity, Accountability, Welcoming.

Goals and Objectives

The City of Redmond (COR), Parks and Recreation Department provides gathering spaces, activities, events, and learning experiences to meet the recreational needs of the Redmond community. Our goal is to contract with organizations that have a shared vision and will provide a variety of services/activities to create a robust and comprehensive recreational program to our community.

The following goals have been established:

1. To provide and engage participants in comprehensive, year-round recreation activities, classes, and special events designed to meet the needs of ALL, regardless of age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.
2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.
2. Meet all deadlines for marketing related information requested by the program administrator or coordinator.

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City of Redmond, standard form**

3. Start and end activities on time and prepare accordingly.
4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.
5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.
6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.
7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.
8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.
9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.
10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances or complaints.
11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.
12. Contractor or their employees may not speak to media without approval from the COR.
 - Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
 - If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

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City of Redmond, standard form**

Communications Department. Please provide your Contract Administrator/Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

13. Contractor must obtain written approval to use the COR logo on print material, online, or social media. The logo is protected by copyright.
14. Contractor may only utilize participant information for communicating information to participants about COR programs. Due to the Public Records Act and Health Insurance Portability and Accountability Act (HIPAA), rosters containing personal information are not allowed to be used by contractors for their commercial use.
15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
16. Contractor will maintain accurate attendance counts and records of daily sign-in and sign-out of minors participating in programs. Sign-in sheets and waiver forms will be turned in to program staff with the invoice at the conclusion of the program. Contact your contract administrator or program staff for the best practices for sign-in/sign-out procedures for specific activities.
17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.
18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.
19. Contractor must obtain approval from Program Contract Administrator prior to any trips away from program site.
20. Contractor agrees to attend City of Redmond Contractor Training prior to the start of classes and each time a contract is created or renewed.
21. COR provides fee assistance when a family or individual demonstrates financial need.

Contract Administration Procedure

1. **PROGRAM CANCELTATION:** Individual activity minimums must be met five days prior to the scheduled activity, or the activity will be canceled and part of the contract will be terminated. In lieu of cancelation, the City staff may extend an offer to the contractor to provide service for reduced compensation.
2. **CONTRACT PERIOD:** Unless otherwise specified, contracts run for one program period only. Contracts do not automatically renew.
3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.
4. **PROGRAM REGISTRATION:** Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.
5. **PURCHASING:** Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.
6. **REFUNDS:** The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.
7. **SNOW/INCLEMENT WEATHER:** Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.
8. **PHOTO/VIDEO RELEASE:** City of Redmond has the right to take and utilize photos/ videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/ our group.
9. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

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City of Redmond, standard form**

to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

CONTRACTOR

CITY OF REDMOND

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



Memorandum

Date: 2/25/2025

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

File No. CM 25-112

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Erica Chua	Recreation Manager
Parks	Jeff Hagen	Recreation Supervisor
Parks	Michael Locke	Recreation Program Coordinator

TITLE:

Approval of Instructional Services Agreement, for Skyhawks Sports Camps, Increasing the Maximum Amount Payable to

\$115,000

OVERVIEW STATEMENT:

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

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

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan; Cost of Service Methodology and Cost Recovery Policy.

- **Required:**
Council approval is required for agreements over \$75,000.
- **Council Request:**
NA
- **Other Key Facts:**
NA

OUTCOMES:

The maximum amount payable increase allows for serving the many youth who wish to participate in outdoor and beginner sports programs while in-turn increasing the revenue for the Recreation Activity Fund.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$115,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000401- Community Recreation

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
NA

Funding source(s):
Recreation Activity Fund

Budget/Funding Constraints:
NA

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/4/2025	Committee of the Whole - Parks and Environmental Sustainability	Approve

Time Constraints:

Direction needed prior to finalizing registration information by March 4, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A 2025 Instructional Services Agreement - Skyhawks

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

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

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

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

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

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

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

2. Conditions/Arrangements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CITY OF REDMOND:

By: _____
Title: _____

By: _____
Title: _____
Date: _____

Approved by Department Manager:

Approved by Risk Manager:

**EXHIBIT A
SCOPE OF WORK**

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

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Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance \$2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

**EXHIBIT B
WORK SCHEDULE**

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached recreation system generated report as part of Exhibit B.

**EXHIBIT C
PAYMENT**

For these services the City shall pay the Contractor at the rate based off total registration fees per participant as indicated below. Payable upon completion of the course.

- Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.

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- Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND PROCEDURES

For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

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Commitment to Service, Integrity, Accountability, Welcoming.

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2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.
2. Meet all deadlines for marketing related information requested by the program administrator or coordinator.

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City of Redmond, standard form**

3. Start and end activities on time and prepare accordingly.
4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.
5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.
6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.
7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.
8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.
9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.
10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances or complaints.
11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.
12. Contractor or their employees may not speak to media without approval from the COR.
 - Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
 - If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

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Communications Department. Please provide your Contract Administrator/Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

13. Contractor must obtain written approval to use the COR logo on print material, online, or social media. The logo is protected by copyright.
14. Contractor may only utilize participant information for communicating information to participants about COR programs. Due to the Public Records Act and Health Insurance Portability and Accountability Act (HIPAA), rosters containing personal information are not allowed to be used by contractors for their commercial use.
15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
16. Contractor will maintain accurate attendance counts and records of daily sign-in and sign-out of minors participating in programs. Sign-in sheets and waiver forms will be turned in to program staff with the invoice at the conclusion of the program. Contact your contract administrator or program staff for the best practices for sign-in/sign-out procedures for specific activities.
17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.
18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.
19. Contractor must obtain approval from Program Contract Administrator prior to any trips away from program site.
20. Contractor agrees to attend City of Redmond Contractor Training prior to the start of classes and each time a contract is created or renewed.
21. COR provides fee assistance when a family or individual demonstrates financial need.

Contract Administration Procedure

1. **PROGRAM CANCELATION:** Individual activity minimums must be met five days prior to the scheduled activity, or the activity will be canceled and part of the contract will be terminated. In lieu of cancelation, the City staff may extend an offer to the contractor to provide service for reduced compensation.
2. **CONTRACT PERIOD:** Unless otherwise specified, contracts run for one program period only. Contracts do not automatically renew.
3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.
4. **PROGRAM REGISTRATION:** Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.
5. **PURCHASING:** Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.
6. **REFUNDS:** The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.
7. **SNOW/INCLEMENT WEATHER:** Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.
8. **PHOTO/VIDEO RELEASE:** City of Redmond has the right to take and utilize photos/ videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/ our group.
9. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

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to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

CONTRACTOR

CITY OF REDMOND

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



Memorandum

Date: 2/25/2025

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

File No. CM 25-113

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Erica Chua	Recreation Manager
Parks	Jeff Hagen	Recreation Supervisor
Parks	Jillian Lowe	Recreation Program Coordinator

TITLE:

Approval of Instructional Services Agreement, for Coding with Kids, Increasing the Maximum Amount Payable to \$85,000

OVERVIEW STATEMENT:

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

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

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan; Cost of Service Methodology and Cost Recovery Policy.
- **Required:** N/A

Council approval is required for agreements over \$75,000.

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

OUTCOMES:

The maximum amount payable increase allows for serving the many youth who wish to participate in STEM and coding programs while in-turn increasing the revenue for the Recreation Activity Fund.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$85,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000401-Community Recreation

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Recreation Activity Fund

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/4/2025	Business Meeting	Approve

Time Constraints:

Direction needed prior to finalizing registration information by March 4, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A: 2025 Instructional Services Agreement - Coding with Kids

**[INSERT CONTRACT TYPE] Agreement
[Non-Public Work]**

<p>PROJECT TITLE Coding with Kids LLC Camps and Programs</p>	<p>EXHIBITS <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i> Exhibit A: Scope of Work Exhibit B: Work Schedule Exhibit C: Payment Exhibit D: Goals, Objectives, Policies, and Procedures</p>
<p>CONTRACTOR Blue Jay Ventures LLC DBA Snapology of Eastside</p>	<p>CITY OF REDMOND PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i> City of Redmond Jillian Lowe Recreation Program Coordinator City of Redmond PO Box 97010 Redmond, WA 98073-9710 CCPK 425-556-2326</p>
<p>CONTRACTOR'S CONTACT INFORMATION <i>(Name, address, phone #)</i> Blue Jay Ventures LLC DBA Snapology of Eastside 15041 127th PI NE Woodinville, WA 98072 Attn: Deepa Bala deepa.bala@snapology.com 425-243-4026</p>	<p>BUDGET OR FUNDING SOURCE 110.51143.00410.57121 (RAF)</p>
<p>CONTRACT COMPLETION DATE 6/1/2026</p>	<p>MAXIMUM AMOUNT PAYABLE \$85,000.00</p>

THIS AGREEMENT is entered into on February 7, 2025 between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, hereinafter called "the CONTRACTOR".

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

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

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

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

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

2. Conditions/Arrangements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CITY OF REDMOND:

By: _____
Title: _____

By: _____
Title: _____
Date: _____

Approved by Department Manager:

Approved by Risk Manager:

**EXHIBIT A
SCOPE OF WORK**

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

The CONTRACTOR, agrees to provide all necessary labor and supplies to perform the following services for the City:

Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance \$2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

**EXHIBIT B
WORK SCHEDULE**

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached recreation system generated report as part of Exhibit B.

**EXHIBIT C
PAYMENT**

For these services the City shall pay the Contractor at the rate based off total registration fees per participant as indicated below. Payable upon completion of the course.

- Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.

Contract Split = 75% - Contracting Organization/25% - City

- Hybrid Recreation Programs – Participants have the option of joining the class in person, or remotely. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming. There may be limited spaces available for in-person classes based on COVID-19 Restrictions.

**Contract Split Virtual Participants = 75% - Contracting Organization/25% - City
Contractor Split In-Person Participants = 65% - Contracting Organization/35% - City**

- Traditional In-Person Recreation Programs (at city facility) – Participants attend program at a city facility.

Contract Split = 65% - Contracting Organization/35% - City

- Traditional In-Person Recreation Programs (not at city facility) – Participants attend program at the facility of the Contracting Organization.

Contract Split = 70% - Contracting Organization/30% - City

- Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND PROCEDURES

For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

Our Values

Commitment to Service, Integrity, Accountability, Welcoming.

Goals and Objectives

The City of Redmond (COR), Parks and Recreation Department provides gathering spaces, activities, events, and learning experiences to meet the recreational needs of the Redmond community. Our goal is to contract with organizations that have a shared vision and will provide a variety of services/activities to create a robust and comprehensive recreational program to our community.

The following goals have been established:

1. To provide and engage participants in comprehensive, year-round recreation activities, classes, and special events designed to meet the needs of ALL, regardless of age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.
2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.
2. Meet all deadlines for marketing related information requested by the program administrator or coordinator.

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3. Start and end activities on time and prepare accordingly.
4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.
5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.
6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.
7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.
8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.
9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.
10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances or complaints.
11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.
12. Contractor or their employees may not speak to media without approval from the COR.
 - Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
 - If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

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Communications Department. Please provide your Contract Administrator/Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

13. Contractor must obtain written approval to use the COR logo on print material, online, or social media. The logo is protected by copyright.
14. Contractor may only utilize participant information for communicating information to participants about COR programs. Due to the Public Records Act and Health Insurance Portability and Accountability Act (HIPAA), rosters containing personal information are not allowed to be used by contractors for their commercial use.
15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
16. Contractor will maintain accurate attendance counts and records of daily sign-in and sign-out of minors participating in programs. Sign-in sheets and waiver forms will be turned in to program staff with the invoice at the conclusion of the program. Contact your contract administrator or program staff for the best practices for sign-in/sign-out procedures for specific activities.
17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.
18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.
19. Contractor must obtain approval from Program Contract Administrator prior to any trips away from program site.
20. Contractor agrees to attend City of Redmond Contractor Training prior to the start of classes and each time a contract is created or renewed.
21. COR provides fee assistance when a family or individual demonstrates financial need.

Contract Administration Procedure

1. **PROGRAM CANCELATION:** Individual activity minimums must be met five days prior to the scheduled activity, or the activity will be canceled and part of the contract will be terminated. In lieu of cancelation, the City staff may extend an offer to the contractor to provide service for reduced compensation.
2. **CONTRACT PERIOD:** Unless otherwise specified, contracts run for one program period only. Contracts do not automatically renew.
3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.
4. **PROGRAM REGISTRATION:** Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.
5. **PURCHASING:** Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.
6. **REFUNDS:** The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.
7. **SNOW/INCLEMENT WEATHER:** Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.
8. **PHOTO/VIDEO RELEASE:** City of Redmond has the right to take and utilize photos/ videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/ our group.
9. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

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to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

CONTRACTOR

CITY OF REDMOND

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



Memorandum

Date: 2/25/2025

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

File No. CM 25-114

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Erica Chua	Recreation Manager
Parks	Jeff Hagen	Recreation Supervisor
Parks	Jillian Lowe	Recreation Program Coordinator

TITLE:

Approval of Instructional Services Agreement, for Snapology, Increasing the Maximum Amount Payable to \$85,000

OVERVIEW STATEMENT:

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

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

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan; Cost of Service Methodology and Cost Recovery Policy.
- **Required:**

Council approval is required for agreements over \$75,000

- **Council Request:**
NA
- **Other Key Facts:**
NA

OUTCOMES:

The maximum amount payable increase allows for serving the many youth who wish to participate in LEGO and engineering programs while in-turn increasing the revenue for the Recreation Activity Fund.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$85,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000401- Community Recreation

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Recreation Activity Fund

Budget/Funding Constraints:
NA

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/4/2025	Business Meeting	Approve

Time Constraints:

Direction needed prior to finalizing registration information by March 4, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A 2025 Instructional Services Agreement- Snapology

**[INSERT CONTRACT TYPE] Agreement
[Non-Public Work]**

<p>PROJECT TITLE Coding with Kids LLC Camps and Programs</p>	<p>EXHIBITS <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i> Exhibit A: Scope of Work Exhibit B: Work Schedule Exhibit C: Payment Exhibit D: Goals, Objectives, Policies, and Procedures</p>
<p>CONTRACTOR Blue Jay Ventures LLC DBA Snapology of Eastside</p>	<p>CITY OF REDMOND PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i> City of Redmond Jillian Lowe Recreation Program Coordinator City of Redmond PO Box 97010 Redmond, WA 98073-9710 CCPK 425-556-2326</p>
<p>CONTRACTOR'S CONTACT INFORMATION <i>(Name, address, phone #)</i> Blue Jay Ventures LLC DBA Snapology of Eastside 15041 127th PI NE Woodinville, WA 98072 Attn: Deepa Bala deepa.bala@snapology.com 425-243-4026</p>	<p>BUDGET OR FUNDING SOURCE 110.51143.00410.57121 (RAF)</p>
<p>CONTRACT COMPLETION DATE 6/1/2026</p>	<p>MAXIMUM AMOUNT PAYABLE \$85,000.00</p>

THIS AGREEMENT is entered into on February 7, 2025 between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, hereinafter called "the CONTRACTOR".

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

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

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

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

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

2. Conditions/Arrangements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CITY OF REDMOND:

By: _____
Title: _____

By: _____
Title: _____
Date: _____

Approved by Department Manager:

Approved by Risk Manager:

**EXHIBIT A
SCOPE OF WORK**

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

The CONTRACTOR, agrees to provide all necessary labor and supplies to perform the following services for the City:

Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance \$2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

**EXHIBIT B
WORK SCHEDULE**

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached recreation system generated report as part of Exhibit B.

**EXHIBIT C
PAYMENT**

For these services the City shall pay the Contractor at the rate based off total registration fees per participant as indicated below. Payable upon completion of the course.

- Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.

Contract Split = 75% - Contracting Organization/25% - City

- Hybrid Recreation Programs – Participants have the option of joining the class in person, or remotely. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming. There may be limited spaces available for in-person classes based on COVID-19 Restrictions.

**Contract Split Virtual Participants = 75% - Contracting Organization/25% - City
Contractor Split In-Person Participants = 65% - Contracting Organization/35% - City**

- Traditional In-Person Recreation Programs (at city facility) – Participants attend program at a city facility.

Contract Split = 65% - Contracting Organization/35% - City

- Traditional In-Person Recreation Programs (not at city facility) – Participants attend program at the facility of the Contracting Organization.

Contract Split = 70% - Contracting Organization/30% - City

- Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND PROCEDURES

For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

Our Values

Commitment to Service, Integrity, Accountability, Welcoming.

Goals and Objectives

The City of Redmond (COR), Parks and Recreation Department provides gathering spaces, activities, events, and learning experiences to meet the recreational needs of the Redmond community. Our goal is to contract with organizations that have a shared vision and will provide a variety of services/activities to create a robust and comprehensive recreational program to our community.

The following goals have been established:

1. To provide and engage participants in comprehensive, year-round recreation activities, classes, and special events designed to meet the needs of ALL, regardless of age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.
2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.
2. Meet all deadlines for marketing related information requested by the program administrator or coordinator.

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City of Redmond, standard form**

3. Start and end activities on time and prepare accordingly.
4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.
5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.
6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.
7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.
8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.
9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.
10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances or complaints.
11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.
12. Contractor or their employees may not speak to media without approval from the COR.
 - Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
 - If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

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Communications Department. Please provide your Contract Administrator/Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

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15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
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17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.
18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.
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3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.
4. **PROGRAM REGISTRATION:** Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.
5. **PURCHASING:** Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.
6. **REFUNDS:** The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.
7. **SNOW/INCLEMENT WEATHER:** Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.
8. **PHOTO/VIDEO RELEASE:** City of Redmond has the right to take and utilize photos/ videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/ our group.
9. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

**Page 15 - Non Public Work Instructional Services Agreement
City of Redmond, standard form**

to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

CONTRACTOR

CITY OF REDMOND

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



Memorandum

Date: 2/25/2025

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

File No. CM 25-116

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Erica Chua	Recreation Manager
Parks	Katie Fraser	Recreation Supervisor

TITLE:

Authorize the Acceptance of a \$229,500 King County’s Veterans, Seniors, and Human Services Levy (VSHSL) Grant to support Senior Lunch Services at the Redmond Senior & Community Center

OVERVIEW STATEMENT:

Redmond Parks and Recreation applied for and was awarded VSHSL funds to provide congregate meal services to seniors ages 50 and older at the Redmond Senior & Community Center. The funds cover the cost of food and operating supplies for two of three days of meal service for up to 70 seniors per meal each week.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2017/2023 PARCC Plan
- **Required:**
Council provides authorization for the Mayor or designee to sign.
- **Council Request:**
NA
- **Other Key Facts:**
NA

OUTCOMES:

The two-year VSHSL Senior Centers Support grant that was awarded by King County provides \$229,500 of funding to support senior lunch services at the Redmond Senior & Community Center. This funding will provide necessary supplies for lunch programming serving on average 150 seniors each week to provide a hot meal in a congregate dining setting.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
This grant was awarded starting in July of 2024 and will extend through December 31, 2026. The grant provides a steady funding stream of \$7,500 per month of the grant cycle.
- **Outreach Methods and Results:**
NA
- **Feedback Summary:**
NA

BUDGET IMPACT:

Total Cost:
NA

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000401- Community Recreation

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Grant

Budget/Funding Constraints:
Grant funding dollars must be spent on senior services, serving participants over 50 years old

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Date: 2/25/2025

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

File No. CM 25-116

Type: Committee Memo

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/4/2025	Business Meeting	Approve

Time Constraints:

NA

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: King County Department of Community and Human Services Contract

KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES CONTRACT

Contractor	CITY OF REDMOND		
Contract Title	SE 1 Support Senior Centers		
Contract Amount	\$229,500		
Contract Effective Date	Date of last signature		
Service Period From	07/01/2024	To	12/31/2026
UEI No. (if applicable)	XK1UCKFKU3N9	Tax ID	91-6001492

THIS CONTRACT No. 6484053 is entered into by KING COUNTY (the “County”), and City of Redmond (the “Contractor”) whose address is 8703 160th Ave NE, Redmond, WA, 98052

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows.

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STANDARD TERMS AND CONDITIONS

1. Contract Services and Requirements, and Incorporated Statement of Works

The Contractor shall provide services and meet the requirements included in these Standard Terms and Conditions and in the attached Statement of Work, Statement of Work(s), or attachments each of which is incorporated herein by this reference:

2. Contract Term

The terms of this Contract shall become effective on the date of last signature and shall terminate on 12/31/2026, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract. Contracted services, as described in the attached Statement of Work may be compensated as outlined below beginning on 07/01/2024, (the "Service Period Start Date").

3. Compensation and Method of Payment

A. Compensation:

The County shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached Statement of Work.

B. Invoicing:

The Contractor shall submit invoices and all accompanying reports as specified in the attached Statement of Work, including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

C. Final Invoice:

The Contractor shall submit its final invoice and all outstanding reports as specified in this Contract and its attached Statement of Work. If the Contractor's final invoice and reports are not submitted as required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

D. Reimbursement for Travel:

The Contractor shall not be reimbursed for travel unless otherwise specified within a Statement of Work.

4. Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

5. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. The Contractor shall not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor shall notify King County if it, or a Subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

6. Maintenance of Records

A. Accounts and Records:

The Contractor shall maintain the following for a period of six years after termination of this Contract: accounts and records, including personnel, property, financial, programmatic records, and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

B. Nondiscrimination and Equal Employment Records:

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, other data, records, and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to Subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any Subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations, or statutes included or referenced in the Contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

7. Evaluations and Inspections

A. Subject to Inspection, Review, or Audit:

The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

B. Medical Records:

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to Revised Code of Washington (RCW) [70.41.190](#), [70.02.160](#), and standard medical records practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Monitoring:

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with Contract requirements, quality, and practices. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Statement of Work under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Performance, Measurement and Evaluation

The Contractor shall submit performance metrics and program data as set forth in Statement of Work to this Contract. The Contractor shall participate in evaluation activities as required by the County and shall make available all information required by any such performance measurement and evaluation processes.

E. Unauthorized Disclosure:

The Contractor shall protect from unauthorized disclosure all information, records, and data collected in connection with this Contract in accordance with applicable state and federal law.

8. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements, which can be found at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

9. Financial Report Submission

The Contractor is required to submit a financial reporting package as described in Subsections A through C below. All required documentation shall be submitted via DCHS' Contract Lifecycle Management system or email to KCCompliance@kingcounty.gov by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 Code of Federal Regulations (CFR) Part 200.69 and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.
- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in Subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor's fiscal year end as required by RCW 43.09.230.
- C. If the Contractor is not subject to the requirements in Subsection A or B, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under \$3M on average in the previous three fiscal years.	Gross Revenue Over \$3M on average in the previous three fiscal years.	Gross Revenue Under \$3M on average in the previous three fiscal years.	Gross Revenue Over \$3M on average in the previous three fiscal years.
Required Documentation	<ul style="list-style-type: none"> • Form 990 within 30 days of its being filed; and • A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> • Income tax return; and • A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.

D. Waiver:

A Contractor that is not subject to the requirements in Subsection A may, in extraordinary circumstances, request, and in the County's sole discretion, be granted, a one-year waiver of the audit requirements. Such requests are made to the County at: KCCompliance@kingcounty.gov for review. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal

representation certified by the Contractor’s Board of Directors, provided the Contractor meets the following criteria:

- i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

10. Corrective Action

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services (each a “breach”), and if the County determines that the breach warrants corrective action, the following procedure will apply:

A. Written Notification:

The County will notify the Contractor in writing of the nature of the breach.

B. Contractor’s Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor’s response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. County’s Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor’s proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor’s corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension:

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor’s corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 12.

E. Withholding Payment:

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12, Subsections B, C, or D.

11. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this Section.

12. Termination

A. Termination for Convenience:

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Section 2. above, by providing the Contractor 30 calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Section 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

This Contract may be terminated by the Contractor without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the other party 90 calendar days advance written notice of the termination.

B. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 10. fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 12.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Section 2., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Subsection 12.C.: (1) the County will be liable only for payment in accordance with the terms of this Contract for

services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

D. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

13. Hold Harmless and Indemnification

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. Contractor's Duty to Repay County:

The Contractor is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract, by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.

C. Contractor Indemnifies County:

To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, Subcontractors and/or agents, in its performance or non-performance of its obligations under this Contract. The Contractor's obligations under this Subsection 13.C. shall 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, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including [Title 51 RCW](#), other Workers' Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents, and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees, and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. County Indemnifies Contractor:

To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County's obligations under this Subsection 13.D. 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, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of [Title 51 RCW](#). In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Intellectual Property Infringement:

For purposes of this Subsection 13.E., claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The indemnification, protection, defense, and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Contract.

14. Insurance Requirements

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and endorsements covering King County as additional insured for full coverage and policy limits within 30 calendar days of Contract execution. Evidence of insurance and endorsements shall be submitted via DCHS' Contract Lifecycle Management system or email to DCHSContracts@kingcounty.gov. The Contractor may request additional time to provide the required documents by emailing DCHSContracts@kingcounty.gov. Extensions will be granted at the sole discretion of the County. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the inception and expiration dates, contract number, and shall state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy. Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date.

In the event of a loss, the County reserves the right to require complete, certified copies of all required insurance policies, including endorsements and riders, which may be redacted of any confidential or proprietary information. Contractor shall deliver such policies to the County within five (5) business days of County's request.

County's receipt or acceptance of Contractor's evidence of insurance at any time without comment or objection, or County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section or, consequently, constitute County's acceptance of the adequacy of Contractor's insurance.

Unless otherwise provided in a Statement of Work to this Contract, the Contractor shall purchase and maintain, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Contractor, or any Subcontractor, under this Contract, or in any way limit County's potential recovery to insurance limits required hereunder. To the contrary, this Contract's insurance requirements may not in any way be construed as limiting any potential liability to County or County's potential recovery for Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s).

Each insurance policy shall be written on an "occurrence" basis/form; excepting insurance for Professional Liability (Errors and Omissions), and/or Cyber Liability (Technology Errors and Omissions) required by this Contract is acceptable on a "claims made" basis/form. If coverage is approved and purchased on a "claims made" basis/form, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of the work which is subject to this Contractor or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the work which is subject of this Contract. All insurance written on a "claims made" basis/form must have its policy inception or retroactive date be no later than the effective date of the Contract, unless otherwise approved in writing by the County's Risk Management Office.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain the following types of insurance and minimum insurance limits:

- i. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy. If the scope of services involves activities with minors, such policy shall include sexual assault and misconduct coverage.
- ii. Professional Liability (Errors and Omissions): \$1,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability (Errors and Omissions) coverage shall be provided. "Professional Services," for the purpose of this Contract Section, shall mean any services provided by a licensed professional or those services that require professional standards of care.
- iii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than \$3,000,000 combined single limit per accident for bodily injury and property damage. Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.
- iv. Workers Compensation: Statutory requirements of the State of residency.
- v. Employers Liability or "Stop Gap" coverage: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states, the protection provided by the "Stop Gap" endorsement to the Commercial General Liability policy.
- vi. Cyber Liability (Technology Errors and Omissions): For contracts involving software or technology where data breach or exposure to personal and/or confidential information could impact the Contractor or County, Contractor shall provide Cyber Liability (Technology Errors and Omissions) coverage with a limit no less than \$1,000,000 per claim or occurrence and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations,

disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remediating a privacy breach as well as costs to investigate and restore data.

- vii. Crime Insurance: Contractors handling County funds or assets, (i.e., Contractors providing rental assistance or distributing gift cards on behalf of the County), shall maintain Crime Insurance with limits to cover the maximum amount of risk at any one time; or a total of one year’s receipts or similar measure of exposure. Coverage for Fidelity, Theft, Disappearance, Destruction Liability, and Employee Dishonesty shall be included. Coverage shall include ‘Joint Loss Payable’ ISO form CR 20 15 10/10 or equivalent; and ‘Provide Required Notice of Cancellation to Another Entity’ ISO form CR 20 17 10/10.
- viii. Depending on the Contractor’s scope of work, other insurance types or limits may apply to this Contract. Specific coverage and limit requirements can be found by visiting [Insurance Requirements - King County](#).
- ix. Municipal or State Agencies: If the Contractor is a Municipal Corporation, an agency of the State of Washington, or any other Public Agency and is self-insured for any of the above insurance requirements, a letter of self-insurance shall be attached and be incorporated by reference and shall constitute compliance with all or a portion of this Section.

B. Other Insurance Provisions and Requirements

All insurance policies purchased and maintained by the Contractor required in this Contract shall contain, or be endorsed to contain the following provisions:

With respect to all liability policies except Professional Liability (Errors and Omissions), and Workers’ Compensation:

- i. The County, its officials, employees, and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Contractor, its agents, representatives, employees, or Subcontractor(s) in connection with this Contract. Additional Insured status shall include products-completed operations CG 20 10 11/85 or its substantive equivalent. The County requires a copy of the additional insured endorsement(s).

With respect to all liability policies (except Workers’ Compensation):

- i. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees, or agents shall not contribute with any Contractor’s or Subcontractor’s insurance or benefit the Contractor or any Subcontractor, or their respective insurers in any way.
- ii. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer’s liability.

- C. Deductibles and Self-Insured Retentions: Any deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor or its Subcontractor.
- D. Acceptability of Insurers: Insurance coverage is to be placed with insurers with an A.M. Best rating of no less than A:VIII, or, if not rated with an A.M. Best, with minimum surplus equivalent of an A.M. Bests' surplus size VIII.

Professional Liability (Errors and Omissions) insurance coverage may be placed with insurers with an A.M. Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

- E. Subcontractors: Contractor shall include all Subcontractors as insureds under its policies or, alternatively, the Contractor must require each of its Subcontractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Subcontractor's liabilities given the Subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any Subcontractor must comply with the specified requirements of this Section (inclusive) above, including the requirement that all liability insurance policies (except Professional Liability and Workers Compensation) provided by the Subcontractor(s) must include County, its officials, agents and employees as additional insured for full coverage and policy limits. Contractor is obligated to require and verify that each Subcontractor maintains the required insurance and ensure County is included as additional insured. Upon request by the County, and within five (5) business days, Contractor must provide evidence of each Subcontractor(s) insurance coverage, including endorsements.
- F. Waiver: A Contractor may request a waiver or reduction of one or more of the insurance requirements if the insurance requirement is not applicable to the Contractor's scope of work. Such requests shall be made to the County at: KCCCompliance@kingcounty.gov for review. All waiver request approvals or denials are in the County's sole discretion to be granted. If approved by the County, the Contractor shall still provide proof of and hold all other required provisions as stated above.

15. Assignment

Contractor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

16. Subcontracting

A. Written Consent of the County:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County retains the right to review any proposed subcontracts related to the performance of the activities outlined in the attached Statement of Work. The County’s consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor’s duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

B. “Subcontract” Defined:

“Subcontract” shall mean any agreement between the Contractor and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term “subcontract” does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. Required Clauses for Subcontracts:

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 28, 29, and 30 in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

“Subcontractor shall protect, defend, indemnify, and hold harmless King County, its elected and appointed officials, officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of Subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against Subcontractor to enforce the provisions of this paragraph.”

E. A person who serves as an instructor or class leader for programming for the contractor will not be considered a subcontractor for purposes of this contract. Notwithstanding any provision to the contrary, such instructor must receive less than \$12,000 annually from the

contractor for services rendered. It is the responsibility of the contractor to know when an instructor has crossed the threshold to be considered a subcontractor instead of an instructor for purposes of this contract.

Any person providing instruction and paid through this contractor must sign and agree: Instructor shall protect, defend, indemnify, and hold harmless King County, its elected and appointed officials, officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of the instructor in connection with or in support of this Contract. Instructor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against Instructor to enforce the provisions of this paragraph. Instructor agrees to abide by the laws of the State of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

17. Nondiscrimination and Payment of a Living Wage

A. The Contractor shall comply with all applicable federal, state, and local laws regarding discrimination, including those set forth in this Section.

B. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee’s or applicant’s sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age and retirement provisions, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person’s sexual orientation or gender identity or expression. Contractor shall additionally read and comply with all additional requirements set forth at:

<https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

C. Payment of a Living Wage:

In accordance with [King County Living Wage Ordinance 17909](#), for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay, and require all Subcontractors to pay, a living wage to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at

<https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract;

remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

18. Code of Conduct

DCHS is committed to providing an inclusive, welcoming, supportive, and safe environment for all to feel respected, valued, and empowered. The Contractor shall, while performing the work as described in the attached Statement of Work, interact with the community being served and the County’s employees in a respectful manner.

The County and Contractor shall refrain from engaging in any conduct that communicates a hostile, demeaning, or unwelcome message. Such prohibited conduct can be either verbal or nonverbal and includes, but is not limited to microaggressions, deliberate misgendering, slights, and other conduct that could cause harm. The Contract may be subject to termination under Subsection 12.B. as a result of any violation of this Section by providing the other party 30 calendar days advance written notice of the termination.

19. Conflict of Interest

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

A. Compliance with King County Code of Ethics:

The Contractor shall comply with applicable provisions of [King County Code \(KCC\) 3.04](#). Failure to comply with such requirements shall be a material breach of this Contract and may result in termination of this Contract and subject the Contractor to the remedies stated in this Contract, or otherwise available to the County at law or in equity.

B. Penalties:

The Contractor acknowledges and agrees, pursuant to [KCC 3.04.060](#), that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing, or promise, in any form to any County official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C. Former King County Employees:

The Contractor acknowledges that, for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify, at the time of offer, current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County’s denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County’s Project Manager of current or former County employees who may become involved in the Contract at any time during the term of the Contract.

20. Equipment Purchase, Maintenance, and Ownership

A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in a Statement of Work to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

C. Continue Ownership Rights

The Contractor and County shall mutually agree to sign all documents and perform other acts necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

21. Proprietary Rights

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in a Statement of Work, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers, and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this Section.

22. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

23. King County Recycled Product Procurement Policy

If paper copies are required, in accordance with [KCC 18.20](#), the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

24. Future Support

The County makes no commitment to support contracted services and assumes no obligation for future support of the contracted activity(-ies), except as expressly set forth in this Contract.

25. Entire Contract

The parties agree that this Contract is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

26. Contract Amendments

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

27. Notices

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative as identified in the contract record in DCHS' Contract Lifecycle Management system. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

28. Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any Subcontractor agree to abide by the laws of the State of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, including performing background checks required by law, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any Statement of Work or attachment to this Contract, the language in the Contract shall control over the language contained in the Statement of Work or the attachment, unless the Statement of Work provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in Statement of Work, language contained in the lower numbered Statement of Work shall control unless the higher numbered Statement of Work provision expressly indicates that it controls over inconsistent lower numbered Statement of Work language.

29. Applicable Law

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

30. No Third-Party Beneficiaries

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third-party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

31. Non-Waiver of Breach

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

32. Force Majeure

“Force Majeure” means an event or events beyond the parties’ reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood, or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

A. No Breach if Force Majeure Applies:

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

B. Duty to Minimize Disruption and Give Notice:

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

C. Extension of Time:

Should Force Majeure events delay the Contractor’s completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

D. Suspending Performance:

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

33. Emergency Response Requirements

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, the necessary plans, procedures, and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (1) an extension of the time needed to create a plan, and (2) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this Section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

34. Equity, Racial and Social Justice Requirements

A. Accessibility

The Contractor shall evaluate and modify the way in which it provides services so that services are accessible to people with disabilities. Evaluations and modifications shall be consistent with the requirements of the Washington State Law Against Discrimination (RCW 49.60), the Americans with Disabilities Act (ADA), and other applicable statutes.

B. Culturally and linguistically relevant services

The Contractor shall evaluate and modify the way it provides services so that services are culturally and linguistically relevant to Participants. Where possible, the Contractor shall offer a linguistic match of staff who speak the Participant's home language. When a linguistic match is not available or declined by the Participant, the Contractor shall provide interpretation services at no cost to the Participant.

C. Self-Assessment

The Contractor shall conduct self-assessments, including obtaining input from culturally diverse populations of both Participants and non-Participants, to determine how effectively the Contractor is delivering services funded under this Contract in a culturally and linguistically appropriate manner.

D. Ongoing Education

The Contractor shall create or otherwise make available opportunities to ensure its staff participates in continuing education regarding equity and social justice each year. Staff participation in equity, racial and social justice education shall be documented in writing.

E. Subcontractors and Third Parties

The Contractor shall exercise all due care and diligence and take all reasonable steps to ensure the values, conduct, and associations of any subcontractors or third parties delivering services to participants do not conflict with the work described in this Contract, or King County’s prioritization of racial equity and social justice.

35. Contractor Certification

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands the contracting requirements on the DCHS website at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx> and shall comply with all of the contract terms and conditions detailed on that site, including, but not limited to, Equity and Social Justice, applicable Emergency Response, Equal Opportunity Employment (EEO)/Nondiscrimination, HIPAA, Insurance, and Credentialing requirements.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

CITY OF REDMOND

DocuSigned by:
Susan McCallister
FOR King County Executive

DocuSigned by:
Erica Chua
Signature

Erica Chua
Name

9/24/2024
Date

9/25/2024
Date

**STATEMENT OF WORK (SOW)
CITY OF REDMOND
SE 1 SUPPORT SENIOR CENTERS
SERVICE PERIOD: 07/01/2024 — 12/31/2026**

I. OVERVIEW

The Contractor shall provide oversight, coordination, and implementation of the City of Redmond Senior Center described further below. The total amount of reimbursement pursuant to this Contract shall not exceed \$229,500.00 for the SERVICE PERIOD noted above as shown in the funding table below.

Funding for investment in this program is provided by the Veterans, Seniors, and Human Services Levy managed by the Adult Services Division (ASD) of King County’s Department of Community and Human Services (DCHS), which has the responsibility for monitoring and achieving the overall outcomes. Ongoing funding for the full services period shall be contingent on the Contractor’s implementation of the program as described, timely achievement of the Contract milestones outlined below, continued funding availability, and other contractual requirements contained in this SOW.

VSHSL Strategy # and Name	Funding Period	Fund Source	Funding Allocation
Social Engagement	7/1/2024 – 12/31/2024	VSHSL Fund - Seniors	<u>\$45,000</u>
SE 1: Support Senior Centers	1/1/2025 – 12/31/2025	VSHSL Fund - Seniors	<u>\$90,000</u>
	1/1/2026 – 12/31/2026	VSHSL Fund - Seniors	<u>\$94,500</u>
TOTAL BUDGET			<u>\$229,500</u>

II. DEFINITIONS

Below are common terms used throughout this SOW and their definitions.

- A. **Deliverable** means the work product and other output of the services and PROGRAM ACTIVITIES required to be delivered by the Contractor as part of the performance of this Contract, as specified in the relevant section below.
- B. **Milestone** means a scheduled event signifying the provision of a DELIVERABLE or a set of related DELIVERABLES, occurrence of an event, or completion of a task, activity, or service by the identified date as specified in the relevant section below.

- C. **Performance Measurement (PM) Plan** means the written details of the way King County and the Contractor shall measure and monitor the Contractor’s program performance during the contract term. The PM PLAN shall include specific measures, data elements, and reporting cycles and activities to review the data and support continuous quality improvement. The PM PLAN may include performance targets, additional evaluation activities, such as focus groups or surveys, and/or more rigorous evaluation projects.

- D. **Program Activities** means all of the services to be performed by the Contractor as set forth in Section IV, *Scope of Work*.

- E. **Service Period** means the period of time during which Contractor shall be paid, funded, or reimbursed according to the terms and conditions of this Contract. If no other date is listed in this SOW, the SERVICE PERIOD shall begin when this Contract becomes effective, which is the last date of signature of the Contract.

- F. **Race, Age, Diversity, and Inclusion Opportunities (RADIO):** RADIO provides capacity-building opportunities to individual Senior Centers as well as the King County Senior Center Network as a whole, to recognize the unique needs of each organization in becoming more welcoming and inclusive spaces that celebrate diversity, and in cultivating strong, mutually respectful, and intercultural partnerships. RADIO recognizes the important intersection of racism and ageism and is grounded in the understanding that systemic oppression historically and currently works to favor some and disfavor others based on race.

- G. **ASD VSHSL Specific Definitions**
 - 1. DCHS web-referenced definitions for the following terms used within this Scope of Work can be found at <https://kingcounty.gov/VSHSL-definitions>.
 - a. Caregiver
 - b. Implementation Plan
 - c. Senior
 - d. Senior Hub

 - 2. Definitions for the following terms used within this Scope of Work can be found in the VSHSL Implementation Plan at [King County VSHSL Implementation Plan](#).
 - a. Social Engagement

III. PROGRAM PURPOSE

King County’s overarching goal is to ensure that all people, regardless of who they are and where they live, have the opportunity to thrive, with full and equal access to opportunities, power, and resources. The Adult Services Division, in its partnership with the Contractor, shares a commitment to contributing to community-level change and individual-level impact in the following areas:

- A. Social Engagement

The activities outlined in this SOW are being contracted for the following purpose:

To establish the King County Senior Center Network (KCSCN) by providing foundational support to a network of inclusive, vibrant individual Senior Centers and Senior Centers acting as individual or partner Senior Hubs.

Senior Centers provide essential programs, services, and social engagement opportunities that allow Seniors to age with full and equal access to options for happy and healthy living.

The purpose of the KCSCN is to strengthen King County's ability to provide the diversity of Seniors in King County opportunities to be socially engaged. The KCSCN achieves this purpose through collaborations, partnerships leveraging of funds, opportunities for trainings sponsored by DCHS, and facilitated connections to other County services.

Accordingly, the parties shall work together to perform, report, and monitor the services described in this SOW in a manner that contributes to the goals of the County described herein.

IV. SCOPE OF WORK

To meet the purpose stated above, the Contractor shall carry out the following scope of work during the SERVICE PERIOD.

A. Participant Eligibility and Focus Population

Eligible participants are Seniors (persons 55 and older) and their caregivers. The focus populations are Seniors who have previously had no or limited involvement in Senior Center activities due to barriers such as language, transportation, mobility, cultural differences and understanding, ageism, racism, LGBTQ+ status, and other factors that contribute to isolation or exclusion.

B. Program Activities

The Contractor shall operate as a Senior Center providing social engagement opportunities for Seniors 55+, which shall include:

1. Providing services and activities accessible to the public at least three days each week, with a weekly minimum of fifteen (15) hours of scheduled programming and operations that regularly includes each of the following:
 - a. Food and nutrition programs and/or congregate (shared) meals; and
 - b. Social engagement activities; and
 - c. Information and assistance that connects individuals to aging networks and services; and
 - d. Health promotion, wellness, and/or fitness activities.

Services and activities can occur at different locations, provided that all location information is clearly specified on a schedule which is easily accessible to all intended participants and relevant community organizations. Specified locations may include one or more buildings or spaces designated only for Seniors, or within a multipurpose

building or space with sufficient time reserved only for the Senior Center programming, as described in items 1.a-d above.

2. Accept, as needed, ad hoc, one-time and/or emergency funds to support essential services for the Contractor's Senior population.
3. The Contractor shall staff programs as needed to support delivery of services.
4. The Contractor shall participate in the King County Senior Center Network (KCSCN) as follows:
 - a. Provide Senior Center services named in Section IV.B.1.a-d. above.
 - b. Attend all King County VSHSL-sponsored KCSCN semi-annual learning collaborative meetings.
 - c. Prioritize participation in RADIO training opportunities, scheduled by King County.
5. Engage in culturally-competent focus population-specific outreach and/or other programmatic activities to strengthen the inclusion of isolated Seniors at the Senior Center, including Seniors who cannot or choose not to visit the physical space(s) where the Senior Center is located.
6. Contractor shall notify King County within two weeks if a key position funded under this SOW becomes vacant and advise King County of plans to fill the vacancy within three months, as well as plans to redistribute program activities in the interim.
7. Geographic Distribution of Services: Contractor and/or subcontractor(s) will provide services in the following council districts:
 - a. Council district #: 6
8. The Contractor shall work with King County staff to create a referral protocol (the "Referral Protocol") with the King County Veterans Program for the purpose of recruiting participants to the City of Redmond Senior Center. If the Contractor had previously developed a Referral Protocol with the King County Veterans Program for City of Redmond Senior Center such Referral Protocol shall remain in full force and effect for the term of this Statement of Work. The Referral Protocol may be changed upon mutual written agreement of the parties.
9. Unless this SOW provides otherwise, all work performed and services delivered by the Contractor during the SERVICE PERIOD shall be in conformance with the requirements and descriptions of this SOW and be in compliance with all other terms and conditions of this Contract.

C. Milestones

The Contractor shall meet the following program implementation MILESTONES during the SERVICE PERIOD:

2024 Milestones

1. By September 30, 2024, or within 30 days of contract execution: The Contractor shall submit to King County an updated 2024 workplan, if a workplan was previously submitted, or a new 2024 workplan outlining the activities and services offered or in development as a Senior Center to cover the service period July 1, 2024 – March 31, 2025.
2. Resource Fairs: Contractors and subcontractors are required to participate in biennial resource fairs, to be scheduled and convened by ASD, in each council district where the contractor is providing services as listed in Section IV, *Scope of Work, Subsection B.7.*

2025 Milestones

1. By February 14, 2025: The PM Plan shall be fully developed and formally accepted by the Contractor. See Section V, *Performance Measurement*, for more information.
2. By March 31, 2025: The Contractor shall develop milestones for the remaining service period in partnership with King County.

D. Deliverables

The Contractor shall submit the following DELIVERABLES to King County during the SERVICE PERIOD:

1. Complete and accurate billing invoice packages: the Contractor shall deliver a complete and accurate billing invoice package to King County within ten (10) business days of the end of each month in a format provided to the Contractor by King County.
2. Annual Report: The Contractor shall submit an annual narrative progress report to King County by January 15 following each program year. The report shall cover the activities of the previous year (January – December). The format and questions for the annual narrative progress report shall be provided by King County.
3. Services and Client Data: The Contractor shall submit individual-level and/or aggregate-level data about services and client outcomes to King County on a quarterly basis beginning January 1, 2025. Reports are due within ten (10) business days following the end of each quarter of the calendar year. The format and reporting mechanisms for this report shall be provided by King County and be outlined in the PM PLAN.

E. Partnership Expectations

1. The Contractor shall work with King County staff to coordinate and align services with other King County-funded organizations and system partners in order to effectively and efficiently administer a set of services that clients may be seeking to access.

2. The County and other entities often offer training opportunities at no cost to help providers attain and maintain key skills and concepts that will support the County’s goals of effectiveness, efficiency, and equity. The Contractor shall stay informed of training opportunities.
3. The Contractor shall participate quarterly in meetings of other King County-funded organizations, if and when these are convened, to improve system connection and coordination of existing services and support best practices and shared learning.
4. The Contractor shall include an attribution to King County with the use of the King County logo and/or a statement such as “This program receives funding from the King County Veterans, Seniors, and Human Services Levy” in all program marketing materials, digital or hardcopy, developed during the SERVICE PERIOD.

V. PERFORMANCE MEASUREMENT

A. Performance Measurement (PM) Planning Process

A PM PLAN shall be co-developed by the Contractor and DCHS and is intended to provide both parties with useful information for decision-making, planning, and program management. The Contractor and DCHS staff shall work collaboratively to identify relevant and/or required measures of service delivery, quality, and program results, and to determine the mechanisms by which information will be collected, managed, and reported. DCHS is responsible for providing a first draft of the PM PLAN. The PM PLAN shall be considered final after written acceptance is received by both parties. Email communication is sufficient.

B. Performance Measures

The PM PLAN may include at least one of each type of the performance measures (below). The PM PLAN may also include strategy-level performance measures specific to funding sources when applicable.

Measure Type	Meaning	Potential Measures
How much did we do?	Quantity of service provided	Number of Seniors engaged
How well did we do it?	Quality of service provided	Percent of Seniors engaged from strategy focus populations
Is anyone better off?	How clients have been impacted	Percent of Seniors engaged more than one quarter

Once developed and accepted by each party, the Contractor shall be required to adhere to and perform the reporting and other services described and defined in the PM PLAN. The Contractor’s failure to meet any specific performance goals, targets, or other metrics outlined in the PM PLAN shall not constitute a breach of this Contract.

C. Modification of the PM PLAN

Either party may suggest revisions to the PM PLAN. The party requesting revisions to the PM PLAN (the “Requesting Party”) shall submit the suggested changes in writing to the other party (the “Receiving Party”).

If additional changes are requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable PM PLAN has been developed and each party has provided the other with written acceptance of all modifications. Upon such acceptance, the modified PM PLAN shall replace all prior versions of the PM plan.

Development of the PM PLAN is a MILESTONE set forth in the relevant section; failure to participate in the PM PLAN development or modification process may constitute a breach of this Contract.

If, through analysis of the required reports and data or through conversations with the Contractor, it is determined that the program model, as described in this Contract, is not successfully or sufficiently serving the King County Senior community, the Contractor agrees to work with DCHS to re-envision the program model, adjust the PROGRAM ACTIVITIES, and make changes to the PM PLAN. Such adjustments will be documented in a written amendment to this Contract signed by both parties.

VI. DATA COLLECTION AND REPORTING REQUIREMENTS

- A. The Contractor shall maintain compliance with all data collection and reporting requirements stated in the Contract and all Attachments, Statements of Work, and PM PLANS.
- B. The Contractor shall participate in quarterly check-ins with King County staff either in person or by phone. Check-ins may be reduced or increased in frequency based on program needs and King County needs to ensure program accountability and the provision of adequate support for the program.
- C. King County reserves the right to request additional supporting documentation or information, as needed, and between reporting periods. A minimum of three business days’ notice shall be provided to the Contractor. If the Contractor believes such notice is inadequate to prepare the report, it shall work with King County to adjust the due date for additional requested information.
- D. The meeting and reporting requirements of this Section VI shall begin on the date this SOW becomes effective.
- E. The Contractor shall submit a monthly summary of services and progress towards milestones as applicable. This summary shall be submitted with the submission of each invoice provided to King County.
- F. The Contractor shall complete a VSHSL-funded wage study when released by DCHS to help inform understanding of prevailing wages among nonprofit providers, and how compensation may be contributing to staff satisfaction, turnover and participant outcomes. Results of the survey shall be made available to all VSHSL-funded providers.

VII. COMPENSATION AND METHOD OF PAYMENT

A. Payment to the Contractor

Regular payment for activities covered by this SOW shall be based on (1) meeting the deliverables outlined in the table below, and (2) the Contractor incurring periodic costs and expenses in performing program activities described in Section IV.B., SCOPE OF WORK: Program Activities.

If the Contractor does not meet the agreed upon program activities, deliverables and/or contract milestones during two quarters of the Contract and/or if the Contractor fails to engage with the King County staff to make necessary adjustments in order to better serve the King County community, King County reserves the right to request specified corrective action in writing or, either before such a request is issued or if such a request is unheeded or does not produce improved engagement toward quality improvement, to reduce the Contract amount, withhold payment, or terminate this Contract in line with notice requirements in this Contract’s Standard Terms and Conditions.

1. Deliverable:

- a. Timely completion and receipt of contract DELIVERABLES as described in Section IV, Scope of Work, and receipt and acceptance of a Billing Invoice Package (BIP) in a format to be provided to the Contractor by King County.

2024 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
August 14, 2024	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2024 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
September 16, 2024	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2024 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
October 15, 2024	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. General Ledger & Updated Budget

2024 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
		<u>\$7,500</u>	Total	reflecting Quarterly Expenditures, due October 22, 2024 3. Summary of progress towards 2024 workplan and/or milestones as applicable
November 15, 2024	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2024 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
December 13, 2024	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2024 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
January 15, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion or submission of: 1. Accurate Billing Invoice Package 2. General Ledger & Updated Budget reflecting Quarterly Expenditures, due January 23, 2025 3. Annual narrative progress report 4. Summary of progress towards 2024 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	

2025 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
February 14, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Finalized PM Plan 3. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
March 14, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
April 14, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due April 21, 2025 4. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
May 14, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
June 13, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2025 workplan
		<u> </u>	<u> </u>	

2025 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
		<u>\$7,500</u>	Total	and/or milestones as applicable
July 15, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due July 22, 2025 4. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
August 14, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
September 15, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
October 15, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due October 22, 2025 4. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	

2025 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
November 17, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
December 12, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
January 15, 2026	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion or submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due January 23, 2026 4. Annual narrative progress report 5. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	

2026 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
February 13, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	

2026 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
March 13, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
April 14, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due April 21, 2026 4. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
May 14, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
June 12, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
July 15, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly
		<u>\$7,875</u>	Total	

2026 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
				Expenditures, due July 22, 2026 4. Summary of progress towards 2026 workplan and/or milestones as applicable
August 14, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
September 15, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
October 15, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due October 22, 2026 4. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
November 16, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	

2026 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
December 14, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
January 15, 2027	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion or submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due January 25, 2027 4. Annual narrative progress report 5. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	

Ongoing funding for the full term of this Contract shall also be contingent on the Contractor’s implementation of the program as described, continued funding availability, and other contractual requirements contained in this Contract.

B. Billing Invoice Package

The Contractor shall submit a BIP monthly that consists of an invoice statement and other reporting requirements as stated in this Contract. The BIP’s accuracy must be attested to by signature of a person authorized by the Contractor or through user timestamp in DCHS’ electronic invoicing system.

The BIP is due within ten (10) business days following the end of each such payment period. Payment is due and shall be made once the BIP is approved by DCHS and processed by King County’s Accounts Payable. Incomplete or inaccurate BIPs shall be returned to the Contractor for corrections and resubmission. The Contractor’s obligation to submit a BIP shall not begin until after the effective date of this contract.

The total amount of payments to the Contractor for each year of this SOW shall not exceed the yearly funding allocation as noted in the funding table in Section I., OVERVIEW, unless otherwise approved by King County in writing.

Every quarter and upon the termination or expiration of this Contract: As outlined in the Payment Table in this Section, the Contractor shall submit actual expenditures for allowable expenses from the previous quarter pursuant to services described in this SOW (Actual Expenditures) as part of the BIP. These actual expenditures shall be transmitted in the form of a detailed general ledger report from Contractor's financial system, including a budget to actuals reconciliation related to activities outlined in this SOW (General Ledger).

The Contractor must retain on file backup documentation for all costs paid for flexible financial assistance, incentives, stipends and/or cash-value cards (including receipts, invoices, timesheets, and copies of checks) for the duration of Contractor's VSHSL award plus an additional six years. This documentation must be made available upon request. The County may conduct a site visit to the Contractor's office to review and verify the foregoing records. Advance notice will be given to the Contractor in the case of fiscal audits to be conducted by the County.

C. Quarterly Budget to Actuals Reconciliation and Payment Process

1. The County shall review, on a quarterly basis, Actual Expenditures compared to the actual payments made to the Contractor and scheduled payments (see Payment Table above) for such quarter (Quarterly Aggregate Payment).
2. If the County determines that Actual Expenditures equal or exceed the Quarterly Aggregate Payment, then the County shall pay the full amount listed in the Payment Table that is then currently due and owing (Current Payment).
3. If the County determines that Actual Expenditures are (a) less than the Quarterly Aggregate Payment and (b) that difference is less than or equal to the next scheduled payment to be made by the County (the Next Payment), then the Next Payment shall be reduced by such difference.
4. If Actual Expenditures are (a) less than the Quarterly Aggregate Payment and (b) that difference is more than the Next Payment, then the County shall be relieved from its obligation to make the Next Payment, and may: (c) lower the amount of future payments by the remaining difference (such as reducing, pausing or skipping payment) and/or (d) require that the Contractor submit a plan stating how excess payments will be applied to future program purposes as described in this Contract (the plan must be approved in writing by the County). The County, in its sole discretion, shall determine whether the Contractor's actual reported expenditures are allowable. The County's decisions regarding how excess payments by the County shall be treated under this Section are final. The County reserves the right to recapture unspent funds.
5. If there is no Next Payment as a result of the expiration or termination of this Contract, then the Contractor shall return any difference between Actual Expenditures and the final Quarterly Aggregate Payment within ten (10) calendar days of King County's review and analysis of the final BIP. Payment instructions shall be provided in writing by the County within three (3) business days of such final BIP analysis.

6. As mutually agreed to in writing by the parties, the aggregate amount of any and all reduced or withheld Next Payments described in Section VII.C.3 and Section VII.C.4 above may be carried forward into future Payment Periods to reimburse Contractor for Actual Expenditures in excess of the Quarterly Aggregate Payment.

D. Acceptance of Work

1. To serve the best interests of King County, the completion of each task, program activity, performance requirement, DELIVERABLE, MILESTONE, and billable item (“Work”) shall be subject to acceptance by DCHS. DCHS may withhold payment if it rejects or fails to accept a DELIVERABLE; payment on the Contract shall not be considered acceptance of Work.
2. In the event of rejection of Work, the Contractor shall be notified within thirty (30) calendar days from the date of DCHS’ receipt of such Work. If DCHS does not accept Work, such notice shall include the reasons for such rejection, and the Contractor shall have fourteen (14) calendar days to cure the identified deficiency(-ies).

E. Material Changes in Revenue

The Contractor shall advise King County quarterly of any material changes in revenues from sources other than the County that are used to provide the services funded under this Contract. The Contractor shall re-negotiate, as needed, if the County determines that such changes are substantial.

F. No Duplication/Supplanting

The Contractor shall not invoice and charge DCHS for incurred costs paid for by another source of funds. Reimbursement shall be made once the BIP is approved by DCHS. Incomplete or inaccurate BIPs shall be returned to the Contractor for corrections and resubmission.

G. Repayment of Funds

If the Contractor has unspent award funds on hand as of the termination date of this Contract, it shall return all unspent funds to DCHS within ten (10) calendar days. If any funds provided to the Contractor were used in a manner that is not consistent or allowable as outlined in this Contract, the Contractor shall return funds to the DCHS in the amount determined to be ineligible within ten (10) calendar days after provided notice.

H. Addition to Standard Terms and Conditions: Part-time Nonemployee Instructors

Refer to Subsection 16 of the King County DCHS Standard Terms and Conditions. The term “Subcontractor” shall not apply to individuals who are not employees of the Contractor, who provide instructional services for the Contractor, and who earn less than \$12,000.00 per year from this work. These services must be provided at a Contractor location or virtually and paid with program funds. Such individuals shall not be considered County employees for any purpose.

The Contractor is solely responsible for informing these nonemployee instructors about their responsibilities regarding self-employment and income taxes, as well as any other tax obligations that may arise from their payment and services under this Contract. For

additional information, the IRS website offers a “Self-Employed Individuals Tax Center” with guidance on tax obligations for independent contractors.

VIII. SUBCONTRACTING AND EQUITY, RACIAL, AND SOCIAL JUSTICE REQUIREMENT

The Contractor shall exercise all due care and diligence and take all reasonable steps to ensure the values, conduct, and associations of any subcontractors or third parties delivering services to participants do not conflict with the work described in this Contract, or King County’s prioritization of equity, racial, and social justice.

IX. MUTUAL PROPRIETARY AND INTELLECTUAL PROPERTY

Notwithstanding Section 21. Proprietary Rights in the King County DCHS Standard Terms and Conditions, the following language shall apply:

A. Intellectual Property Ownership and Rights

The parties agree that ownership of and other rights in any intellectual property created by the Contractor in the course of the conduct of research under this Contract shall be determined in accordance with the laws of the United States and the State of Washington. Except as otherwise expressly provided herein, neither party shall, by reason of this Contract or its performance, obtain any right, title, license or other interest, either expressed or implied, to the other party’s intellectual property.

B. Contractor’s License

To the extent Contractor has ownership of and other rights in any intellectual property created by the Contractor in the course of this Contract, provided that the County has otherwise performed its material obligations under this Contract, the Contractor hereby grants to the County a fully-paid, non-exclusive, royalty-free, license for the County’s use, without right to sublicense, to: (i) the written reports and data delivered to the County; and (ii) the product(s) and materials produced by the Contractor during the course of performing the services identified in this Contract.

C. County’s License

To the extent the County has ownership of and other rights in any intellectual property created in the course of this Contract, provided that the Contractor has otherwise performed its material obligations under this Contract, the County hereby grants to the Contractor a fully-paid, non-exclusive, royalty-free, license for the Contractor’s use, without right to sublicense, to: (i) the written reports and data delivered to the County; and (ii) the product(s) and materials produced by the Contractor during the course of performing the services identified in this Contract.

X. CONFIDENTIALITY OF INTERPRETATION/TRANSLATION

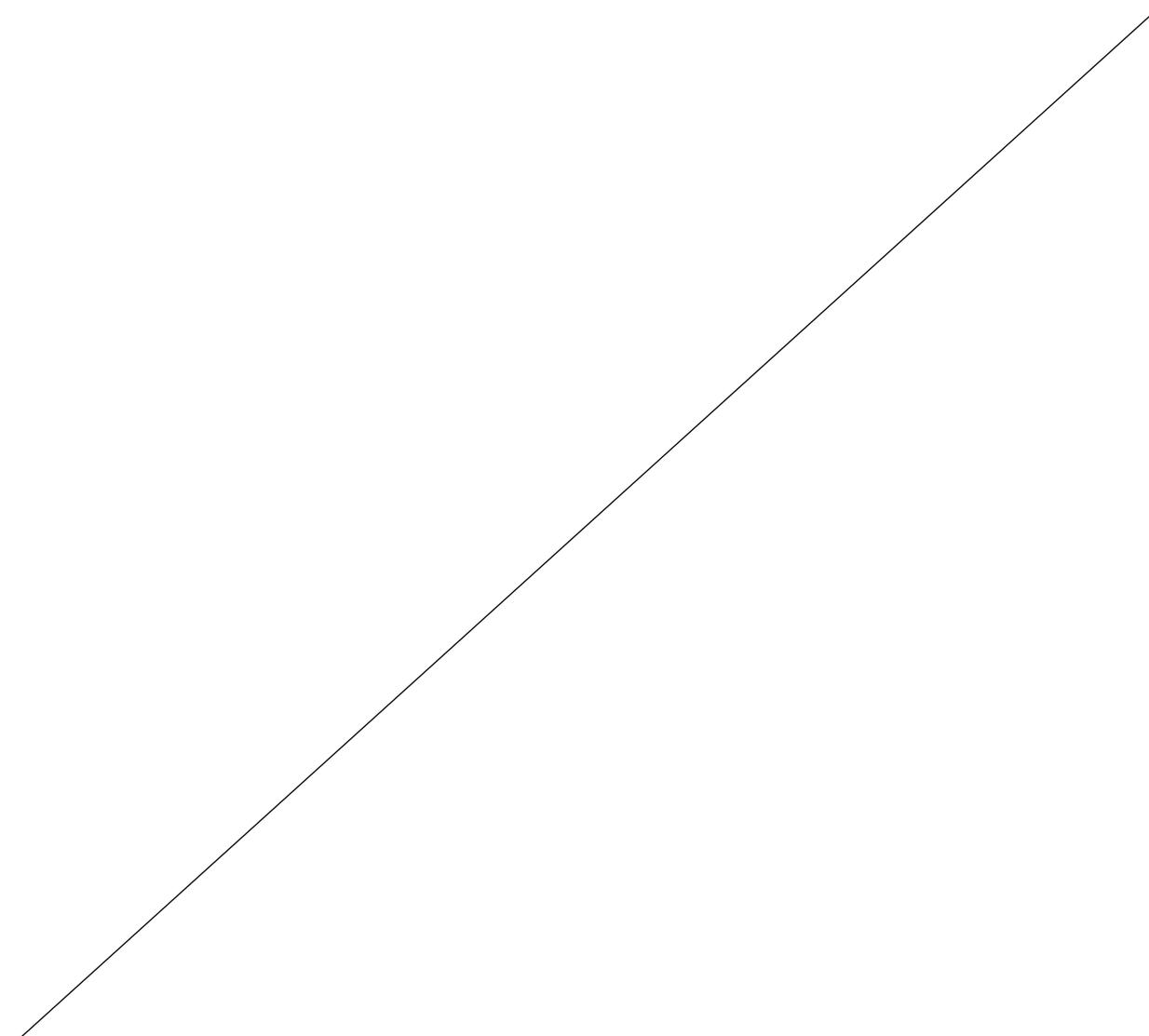
The Contractor shall maintain confidentiality of all information being interpreted/translated. The Contractor shall use information learned in interpretation/translation only for the performance of services identified in this Contract, and not for Contractor’s own benefit.

XI. DCHS CONFIDENTIALITY RESPONSIBILITIES

DCHS shall not at any time directly or indirectly use, communicate, disclose, disseminate, or share any confidential information. DCHS shall take all reasonable measures to protect the secrecy of and avoid disclosure of confidential information consistent with applicable law. In the event applicable law or court order requires DCHS to disclose confidential information, DCHS shall provide Contractor with prompt written notice of such required disclosure. DCHS shall further comply with King County Code Chapter 2.15 in protection of citizenship and immigration status to the fullest extent allowable by law.

XII. CONTRACTOR LIABILITY IN ADDITION TO GENERAL TERMS AND CONDITIONS

In addition to Section 13, Hold Harmless and Indemnification of this Contract's Standard Terms and Conditions, the Contractor shall be liable and solely responsible for the accuracy of its work performed in connection with this Contract. This includes any DELIVERABLE or reporting inaccuracies or fraudulent claims due to the negligence of the Contractor, its Subcontractors, or agents in the performance of the services identified in this Contract.





Memorandum

Date: 2/25/2025

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

File No. CM 25-101

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Zach Houvener	Deputy Director
Parks	Alison Brandenburg	Administrative Supervisor

TITLE:

Approval of a Contract with Copiers Northwest, in the Amount of \$175,288.75, for City-Wide Mail Delivery Services

OVERVIEW STATEMENT:

Following completion of competitively bid IFB process, and in line with the City Purchasing Policy, we are requesting Council authorization of \$175,288.75 for Copiers Northwest to provide citywide mail delivery services.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

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

OUTCOMES:

The contractor will provide daily mail pick-up, delivery, and postage services to 17 city facilities.

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:

\$175,288.75

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

0000297

Budget Priority:

Strategic and Responsive

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date: 2/25/2025

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

File No. CM 25-101

Type: Committee Memo

Date	Meeting	Requested Action
3/4/2025	Business Meeting	Approve

Time Constraints:

The current contract amendment has a completion date of March 31, 2025. Approval of the contract will allow the contractor to continue services.

ANTICIPATED RESULT IF NOT APPROVED:

If the contract is not approved, daily mail pick-up and delivery services will stop at all operating City facilities.

ATTACHMENTS:

Attachment A: Contract

--

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

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

WHEREAS, the CITY has a need to have the above-referenced project performed;
and

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

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

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

1. **Retention of Contractor - Scope of Work.** The CITY hereby retains the CONTRACTOR to provide 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 CONTRACTOR 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 CONTRACTOR shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONTRACTOR 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 CONTRACTOR, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONTRACTOR, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONTRACTOR. All such extensions shall be in writing and shall be executed by both parties.

3. **Payment.** The CONTRACTOR shall be paid 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 CONTRACTOR shall be entitled submit invoices to the CITY no more frequently than once per month during the course of the completion of work and services by the CONTRACTOR. 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 to the CONTRACTOR that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONTRACTOR agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONTRACTOR shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONTRACTOR and appearing therein when required to do so by the CITY. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 12. Notwithstanding any such dispute, the CONTRACTOR 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. **Independent Contractor.** The CONTRACTOR is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONTRACTOR, or any employee of the CONTRACTOR, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONTRACTOR which may arise as an incident of the CONTRACTOR performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

11. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONTRACTOR, for providing any necessary information for

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

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

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

14. **Non-Discrimination.** The CONTRACTOR agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification.

The CONTRACTOR understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONTRACTOR may be barred from performing any services for the CITY now or in the future.

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

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

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

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

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

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

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONTRACTOR, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

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

CONTRACTOR:

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: IFB 10853-24

Bid/Project Title: City-Wide Mail Delivery Services

Closing Date: 12/04/2025, 2pm PST

Submitted By:

Name of Company Submitting Response:

copiers northwest

Printed Name of Person Submitting Response:

Eric Watson

Email:

ewatson@copiersnw.com

Signature of Person Submitting Response:

Signed by:
Eric Watson
8BA6DACF78BF474...

Date:

2/3/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here



City of Redmond
Attn: Vivian Nguyen
MS: 3NFN, PO Box 97010
Redmond, WA 98073-9710

Vivian,

Thank you for giving Copiers Northwest the opportunity to respond to your Invitation for Bid **10853-24 for City-Wide Mail Delivery Services**. Copiers Northwest has been a fixture in the Pacific Northwest for more than 38 years and we are recognized for our world-class service, on-site mailroom & copy center solutions, software integration and strategic partnerships with Canon, Sharp, Roland, HP and Lexmark.

This document highlights a strategic value proposition that differentiates CNW from the competition. Attached you will find:

1. *Credentials: People, Process, Technology*
2. *Bid Submittal Pricing and References*
3. *Company Collateral and CNW Capabilities*

We would be proud to count the City of Redmond among our top customers in 2025 and we look forward to your feedback on our proposal!

Sincerely,

Eric Watson and Team CNW



City of Redmond: A Proud History!

“Redmond sits in a fertile basin created by ancient glaciers that once covered much of King County. Thousands of years before the first fur trappers entered the area’s dense forests, the rich bottomland of the Sammamish Valley provided shelter and food for Native Americans. Salmon were so abundant in the Sammamish River when the first pioneers arrived in 1871, they called their settlement Salmonberg.

A primary activity for early homesteaders was clearing the vast tracts of towering trees. During the 1880’s, loggers who poured into the area built lumber and shingle mills. Their substantial payrolls created a demand for products and services. In 1888, the Seattle Lake Shore and Eastern Railway reached the town, and with it, the marketability of the area’s timber was insured.”

Copiers Northwest

Introduction

Copiers Northwest (CNW) specializes in enterprise document management and mailing solutions. We pride ourselves on long-term business partnerships, and relationships built upon honesty and integrity. As one of the largest independent dealers in the area for Canon, Sharp, Lexmark and Hewlett Packard, we deliver customized mail delivery, printing, and software solutions for many of the top companies in the Pacific Northwest.

Working with the world’s best companies and embracing the future of technology, we offer strategies and approaches to business optimization that are tailored to each client’s specific business goals. As a result, CNW’s customers include international technology companies, federal, state, and local governments, healthcare organizations, educational institutions, law firms, professional sports teams and national retail chains.

We’re Established

Copiers Northwest Inc. was established in Seattle, Washington in 1986. We have always maintained local leadership control, giving us the flexibility to meet unique requirements like those of the City of Redmond. Our ability to move and react quickly to advancing technologies allows us to provide the City of Redmond with leading-edge products and programs tailored to your specific needs. Today, we have 237 employees dedicated to serving our customers. Our offices are located in Seattle (corporate office), Spokane, Tacoma, Wenatchee, Bellingham, Tri-Cities, Yakima, Salem, Portland, and Bend.



CNW Credentials: People

It all begins with a highly skilled, motivated and disciplined team. Here are just a few of the key individuals playing important roles in the City of Redmond – CNW strategic partnership:

Eric Watson – Manager, Document Services Group
206-255-0016 • eMail: ewatson@copiersnw.com

Eric brings more than 24 years of industry experience in the graphics, printing and fulfillment space. He currently manages all of the Facilities Management relationships throughout Washington including the Copy Center at the City of Bellevue. He also oversees the CNW DSG (Document Services Group) Digital Production Facility in downtown Seattle. On his watch, Copiers Northwest has expanded our digital footprint to include a variety of Canon, Roland, Sharp, HP and Duplo devices. He has extensive experience managing staffed services accounts in many different market verticals.

Laura Svarcs – Major Accounts Sales Manager
206-519-3334 • eMail: lsvarcs@copiersnw.com

Laura joined CNW in 2017 to lead the Western Washington team of sales professionals expanding our portfolio of services with large sized regional accounts. She brings strong leadership experience and fifteen years of industry experience focused on commercial, state and local government business, as well as, the healthcare and legal verticals. Laura has diverse industry experience in operational leadership roles running the Pacific Northwest Managed Services program, the Regional Director of Finance, and Strategic and Major Account Sales leadership positions for a large document equipment manufacturer.

James Weaver – DSG Print Center Manager
206-491-8412 • eMail: jweaver@copiersnw.com

James has been in Print and Managed Services for the past 26 years and looking forward to many more. Born and raised in Toronto, he is a life-long Maple Leafs supporter and has been married to his wife Sandi, for 30 years and they have one son, Wesley. Relocating from Gilbert, Arizona, we are all very much looking forward to dealing with actual seasons. James has managed many aspects of the print and mail services industry over these years, including large teams of highly trained professionals.

Teamwork



CNW Credentials: Process

Implementation

Copiers Northwest strives for professional excellence in all aspects of process, delivery and installation of the City-Wide Mail Delivery solution. CNW's facilities management team supports on site and overflow production services in the public-sector space, and we are familiar with the specific nuances unique to city government. We hire and train the best candidates to support our customers in any industry to implement proven processes and integrated workflows for each in-house print facility, mail services operation, scanning center, or office services solution with our own unique administrative support. *We do not use temporary staffing agencies to cut costs.* Quality and longevity of staff are our goals for a robust, well-run mail delivery solution!

Implementation Team

The Implementation Team is a highly-experienced group of project management trained specialists, who will assist with various aspects of the transition. This team will coordinate the hardware and software integration, initial on-site training and the establishment of service level agreements.

The following key stakeholder teams will be engaged during implementation:

- *CNW DSG (Document Services Group)*
- *ISG (Integrated Services Group)*
- *Information Technology*
- *Service*
- *Major Accounts Billing*

Copiers Northwest is determined to continue to be a valuable part of the City of Redmond team and the proper implementation will continue to put the partnership on the right path. Copiers Northwest will assemble a detailed implementation time-line. Eric will plan activities weekly up to the commencement date. This plan will assist both companies in understanding various activities that will take place. It is imperative to Copier Northwest's success that the transition is fluid.

Our track record of providing these services is outstanding in our field. We have had zero service interruptions to the City-Wide Mail Delivery services since we won the previous IFB in 2018. Our staff is trained to back each other up and provide the very best customer service in the industry.



Copiers Northwest Credentials: Technology

The CNW Document Services Group led by Eric Watson is the benchmark for our industry, showcasing best in class printing equipment from Canon, Roland, HP, and finishing equipment from Duplo, Graphtec and Colex.

No other competitor has the depth and breadth of production services you will find with CNW's DSG Production Group. Here are some of the value-added services provided to our top customers:

1. **On-site Mail Delivery and Production Services for Document applications** of all types produced on state-of-the art equipment.
2. **Wide Format applications** printed on a variety of unique substrates, including wood, metal, polymers, glass and synthetic materials.
3. **Finishing** of all types including inserting, folding, pre-sorting, die-cutting, binding, booklet-making and mounting.
4. **Redundancy, Back-up and Disaster Recovery** with Canon technology, on-site and off-site.
5. **Security and Continuity** with parallel footprint in downtown Seattle. We have the option to load-balance and off-load peak output from the City of Redmond.
6. **Detailed reporting** for tracking postage used per department.



On-going Support and Account Management

We strive to maintain a proactive approach to managing our client relationships. Staying informed of changes within our client's environment helps us to better support their initiatives. We have a number of programs currently in place to manage the communication between Copiers Northwest and the City of Redmond. On a quarterly basis, City of Redmond and Copiers Northwest will complete a performance review to ensure that the service levels and customer satisfaction targets are being met. In the spirit of continuous improvement, we will review key performance indicators to determine ways to improve overall efficiencies at the City of Redmond.

On-going support and robust account management assures that we continue to deliver the exceptional results we are known for with our managed facilities customers. Our hands-on management and unique model of not using temporary staff keeps us in direct contact with all areas of operation. Communication, review, and accountability are essential in the success of our partnership. To ensure that your needs are met regularly, we will conduct quarterly business reviews with your representatives. The cadence of a typical quarterly business reviews is as follows:

- **Preparation** - Reporting data and a proposed agenda are sent to the City of Redmond in advance of the meeting date
- **CNW Performance Scorecard** - Compares our actual results against target benchmarked Service Level Agreements
- **Labor and Process Review** - Examines staffing model, workflow, changes and overall results
- **Technology and Software** - Reviews cost tracking results, savings, and revenue generation.
- **Innovations and New Initiatives** - Asks the question: how can we support your new initiatives through innovation?

At Copiers Northwest, we pledge to meet and exceed the service deliverable objectives for the City of Redmond. Regular communication, local accountability, quarterly review of our performance, and an ongoing supportive relationship will ensure we leverage the maximum value in our City-Wide Mail Delivery Solution at the City of Redmond.

Net Promoter Scores are key indicators of customer satisfaction levels. Here is the most recent CNW Net Promoter report – and the scores are amazing!



Measuring Customer Satisfaction

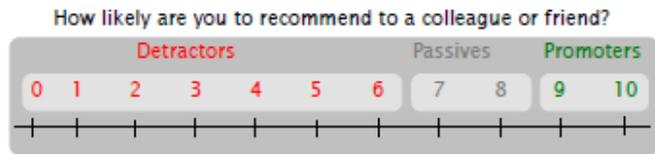
Many companies claim that they have the "Best service in the business" but few even have a way to measure how happy customers are. Here at Copiers Northwest we have a system that allows us to capture feedback after every service call. We use the Net Promoter Score system www.netpromoter.com

The average N. American company has a Net Promoter Score® of 30.

Some well-loved companies reach scores into the 70s and 80s

NPS® Leaders - N. America 2023		
Company		NPS
Tesla		97
T-Mobile		82
Starbucks		77
USAA		75
Amazon		73

NPS scores published by Satmetrix Systems



$$\text{NPS}^{\circ} = \text{\% of PROMOTERS (9s and 10s)} - \text{\% of DETRACTORS (0 through 6)}$$

91.16 = 444 (93.47%) - 11 (-2.32%)



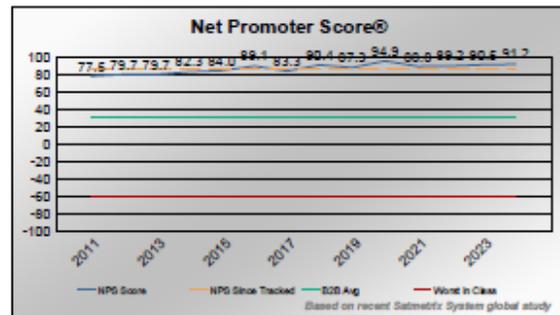
$$\text{NPS}^{\circ} = \text{\% of PROMOTERS (9s and 10s)} - \text{\% of DETRACTORS (0 through 6)}$$

85.58 = 5911 (88.77%) - 212 (-3.18%)

The Net Promoter Score (NPS)®, is a straightforward loyalty metric that holds companies and employees accountable for how they treat customers. It is both a loyalty metric and a discipline for using customer feedback to fuel profitable growth in your business. Employees at all levels of the organization understand it, opening doors to customer centric change and improved performance.



Data Collection and NPS® Verification powered by CEO Juice Inc.



Copiers Northwest | 615 S Alaska St, Seattle, WA 98108 | 866-692-0700

* Ranking among US and Canada copier dealers using the NPS® system provided by CEO Juice.

** Net Promoter, NPS, and Net Promoter Score are trademarks of Satmetrix Systems, Inc., Bain & Company, and Fred Reichheld



Bid Submittal Pricing and References: City-Wide Mail Delivery Services

ERIC WATSON is working on this!

References

1. City of Bellevue

450 110th Avenue NE, Bellevue, WA 98004

Primary Contact: Leslie Hernandez, Treasury Manager, Finance

LHernandez@bellevuewa.gov

(425) 452-6111

CNW Services Provided - Mail delivery services, courier and staffed Copy Center

2. Fred Hutchinson Cancer Research Center

1100 Fairview Ave. N. Seattle, WA 98109-1024

Primary Contact: Lisa Van Ommen, Director of General Operational Services (206) 667-5397

lvannomme@fhcrc.org

CNW Services Provided - Staffed Copy Center, production hardware, MFP hardware and Fleet services, Managed Print Services

3. Premera Blue Cross

7001 220th St SW, Mountlake Terrace, WA 98043

Primary Contact: Samantha McDaniel (425) 918-6146

Samantha.McDaniel@Premera.com

CNW Services Provided – Staffed Copy Center



Invoice

BILL TO: City of Redmond
 HMF952-P Parks Customer Service Department
 c/o Zach Houvener
 15670 NE 85th Street
 Redmond, Washington, 98004

Invoice Date:	01/31/25
Date Due:	2/29/25
Invoice No:	INV2940235
Total Due	\$7,621.26

EXAMPLE INVOICE

Terms: Invoice due upon Receipt
 1 1/2% per month charged on past due invoices

Billing Period: January 1-31, 2025

Description	Amount
Base Contract Labor	5,954.49
Equipment	955.08
Outsource/Bulk	0.00
Supplies	<u>0.00</u>
Subtotal	\$ 6,909.57
Tax	\$ 711.69
<hr/>	
Total Due	\$ 7,621.26

This is your official invoice. Please pay from this invoice.

TOTAL DUE \$ 7,621.26

INVOICE INV2940235

AMOUNT ENCLOSED

BILL TO:
 City of Redmond
 Parks Customer Service Department
 c/o Zach Houvener
 15670 NE 85th Street
 Redmond, Washington, 98004

REMIT TO:
 Copiers Northwest, Inc
 615 S Alaska St
 Seattle, WA 98108

IFB 10853-24 City-Wide Mail Delivery Services

Attachment B - Bid Submittal Sheet

Company Name: Copiers Northwest Contact Person: Eric Watson

Company Address: 615 South Alaska Street

City: Seattle, State: WA, Zip: 98108

Phone #: (206) 519-3268 Fax #: (206) 519-3269 Email: ewatson@copiersnw.com

This pricing is offered in response to the City's Invitation for Bid (IFB). The prices provided below are fully-burdened and represent all costs associated with the performance of the requested services, including direct labor cost, overhead, profit and any materials, equipment or tools. Removal and disposal of any scrap material is to be done in compliance with all local and federal laws and requirements. In accordance with the bid documents, these prices reflect any applicable prevailing wage rates, cost of payment and performance bonds, permits and traffic control, and any other expenses specified in the bid documents.

Bid Item No.	Description		Lump Sum Price
1	City-Wide Mail Delivery Services Mon-Thurs, 7:30am - 4:00pm - Monthly Charge		\$ 6,909.56
2	Other Charges		\$
		Subtotal	\$ 6,909.56
		Sales Tax (10.3%)	\$ 711.69
		** Total Bid	\$ 7,621.25

**The City intends to award all bid items to one Contractor.



Addenda:

IFB 10853-24

Receipt of Addenda numbered Addendum 1 is hereby acknowledged.

Validity:

60 days calendar days from bid receipt date. The City reserves the right to request an extension of the 60-day period.

References:

Provide a list of three (3) references of similar-sized projects to include contact name, contact information, and a description of the project. The City reserves the right to contact references without prior notification to the bidder.

1. City of Bellevue. Leslie Hernandez, Treasury Manager. LHernandez@bellevuewa.gov
(425) 452-6111 (Finance and Asset Management decision maker and contract manager)
At City of Bellevue we provide Mailroom, Courier, and Copy Center services.

2. Fred Hutch. Lisa Van Ommen, Director of General Operational Services.
Ivanomme@fredhutch.org (206) 667-5397
At Fred Hutch we provide Copy Center Services and Toner delivery.

3. Premera Blue Cross. Samantha McDaniel, Program Manager.
Samantha.McDaniel@premera.com. (425) 918-6146
At Premera Blue Cross we provide Copy Center Services.

City of Redmond Business License #: RED09-000279 or ___ I/we agree to obtain upon award of this purchase.

Washington State Contractor's License Number: _____

Washington Unified Business Identifier (UBI): 600628310
(<http://bls.dor.wa.gov/file.aspx>)



Employment Security Dept. Number: 00-613661-00-1

State Excise Tax Registration Number: 600-628-310
(<http://bls.dor.wa.gov/taxregistration.aspx>)

Industrial Insurance Coverage: 507-156-01
(<http://bls.dor.wa.gov/industrialinsurance.aspx>)

The bidder certifies that it is not disqualified/barred from working on any public works programs: Copiers Northwest certifies.
(<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>)

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:
Copiers Northwest certifies this is true and correct.

All bidders must comply with public works and prevailing wage training requirements, as defined in the bidder responsibility criteria of RCW 39.04.350. Before bidding and/or performing work on public works projects, contractors must **either**:

- (a) complete training on public works and prevailing wages **OR**
- (b) have experience completing at least three public works projects **and** have maintained an active Unified Business Identifier (UBI) number for at least three years.

The bidder certifies that it has complied with this public works training requirement:
Copiers Northwest certifies.
(<https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>)

The undersigned agrees fully with the terms and conditions of this request for pricing and acknowledges they are authorized to sign for the company.

Authorized Agent:  Date: 02/03/25



IFB 10853-24 City-Wide Mail Delivery Services

Attachment B - Bid Submittal Sheet

Company Name: Copiers Northwest Contact Person: Eric Watson

Company Address: 615 South Alaska Street

City: Seattle, State: WA, Zip: 98108

Phone #: (206) 519-3268 Fax #: (206) 519-3269 Email: ewatson@copiersnw.com

This pricing is offered in response to the City's Invitation for Bid (IFB). The prices provided below are fully-burdened and represent all costs associated with the performance of the requested services, including direct labor cost, overhead, profit and any materials, equipment or tools. Removal and disposal of any scrap material is to be done in compliance with all local and federal laws and requirements. In accordance with the bid documents, these prices reflect any applicable prevailing wage rates, cost of payment and performance bonds, permits and traffic control, and any other expenses specified in the bid documents.

Bid Item No.	Description		Lump Sum Price
1	City-Wide Mail Delivery Services Mon-Thurs, 7:30am - 4:00pm - Monthly Charge		\$ 6,909.56
2	Other Charges		\$
		Subtotal	\$ 6,909.56
		Sales Tax (10.3%)	\$ 711.69
		** Total Bid	\$ 7,621.25

**The City intends to award all bid items to one Contractor.



Addenda:

IFB 10853-24

Receipt of Addenda numbered Addendum 1 is hereby acknowledged.

Validity:

60 days calendar days from bid receipt date. The City reserves the right to request an extension of the 60-day period.

References:

Provide a list of three (3) references of similar-sized projects to include contact name, contact information, and a description of the project. The City reserves the right to contact references without prior notification to the bidder.

1. City of Bellevue. Leslie Hernandez, Treasury Manager. LHernandez@bellevuewa.gov
(425) 452-6111 (Finance and Asset Management decision maker and contract manager)
At City of Bellevue we provide Mailroom, Courier, and Copy Center services.

2. Fred Hutch. Lisa Van Ommen, Director of General Operational Services.
Ivanomme@fredhutch.org (206) 667-5397
At Fred Hutch we provide Copy Center Services and Toner delivery.

3. Premera Blue Cross. Samantha McDaniel, Program Manager.
Samantha.McDaniel@premera.com. (425) 918-6146
At Premera Blue Cross we provide Copy Center Services.

City of Redmond Business License #: RED09-000279 or ___ I/we agree to obtain upon award of this purchase.

Washington State Contractor's License Number: _____

Washington Unified Business Identifier (UBI): 600628310
(<http://bls.dor.wa.gov/file.aspx>)



Employment Security Dept. Number: 00-613661-00-1

State Excise Tax Registration Number: 600-628-310
(<http://bls.dor.wa.gov/taxregistration.aspx>)

Industrial Insurance Coverage: 507-156-01
(<http://bls.dor.wa.gov/industrialinsurance.aspx>)

The bidder certifies that it is not disqualified/barred from working on any public works programs: Copiers Northwest certifies.
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- (a) complete training on public works and prevailing wages **OR**
- (b) have experience completing at least three public works projects **and** have maintained an active Unified Business Identifier (UBI) number for at least three years.

The bidder certifies that it has complied with this public works training requirement:
Copiers Northwest certifies.
(<https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>)

The undersigned agrees fully with the terms and conditions of this request for pricing and acknowledges they are authorized to sign for the company.

Authorized Agent:  Date: 02/03/25



Certificate Of Completion

Envelope Id: 30A366F1-4CD3-4732-99BB-79449825A7C5	Status: Completed
Subject: 10853-24 - City-Wide Mail Delivery Services, Closing Date: 02/04/2025 at 2:00 PM (PST)	
Source Envelope:	
Document Pages: 17	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	DocuSign Purchasing
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	15670 Ne 85th St
	Redmond, WA 98052
	docusignpurchasing@redmond.gov
	IP Address: 98.237.146.101

Record Tracking

Status: Original	Holder: DocuSign Purchasing	Location: DocuSign
2/3/2025 4:30:07 PM	docusignpurchasing@redmond.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Redmond, WA	Location: DocuSign

Signer Events

Eric Watson
 ewatson@copiersnw.com
 Copiers Northwest
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 8BA6DACF78BF474...
 Signature Adoption: Pre-selected Style
 Using IP Address: 98.237.146.101

Timestamp

Sent: 2/3/2025 4:30:09 PM
 Viewed: 2/3/2025 4:30:59 PM
 Signed: 2/3/2025 4:32:02 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Secure Bids
 SecureBids@Redmond.gov
 Security Level: Email, Account Authentication (None)

Completed
 Using IP Address: 204.152.61.20

Sent: 2/3/2025 4:32:03 PM
 Viewed: 2/4/2025 2:02:19 PM
 Signed: 2/4/2025 2:02:26 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/3/2025 4:30:09 PM
Certified Delivered	Security Checked	2/4/2025 2:02:19 PM
Signing Complete	Security Checked	2/4/2025 2:02:26 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	2/4/2025 2:02:26 PM
Payment Events	Status	Timestamps

IFB 10853-24
City-Wide Mail Delivery Services
Attachment C – Option for Renewal

The City intends to enter into an initial two-year agreement, from March 31, 2025 to February 28, 2027. The City reserves the right to renew this contract for two (2) additional two-year renewal terms, for a potential maximum total term of six (6) years, upon serving notice to Contractor within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of the original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Contractor may discuss any necessary changes to services and will confirm prices/rates prior to each renewal. Contractor shall notify the City in writing at least thirty (30) days prior to a proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City. Any approved price adjustment shall remain unchanged for the duration of each renewal period.



**CITY OF REDMOND
PURCHASE ORDER - TERMS & CONDITIONS**

THE FOLLOWING TERMS AND CONDITIONS are agreed to by the Supplier ("Seller") whose name appears on the face of this Purchase Order and The City of Redmond ("City"). Seller hereby acknowledges and agrees that these Terms and Conditions shall apply and are hereby incorporated into this purchase order, sales order, request for service, or other agreement between Seller and The City of Redmond under which Seller agrees to provide goods or services. This agreement shall be referred to herein as a "Purchase Order".

1. Independent Contractor - Seller acknowledges that its status vis-à-vis City is that of an independent contractor, not an employee. Seller shall be solely responsible for the operation of its business and the supervision and compensation of its employees (including without limitation the payment of all business, payroll, unemployment, property, and income taxes and workers compensation payments). The City shall not (a) have any right or obligation to control or direct the results of or the means by which Seller performs its services, (b) provide Seller with any employees, transportation, facilities, equipment or supplies, or (c) reimburse Seller for any of its expenses unless expressly agreed to by City in this Purchase Order.

2. Compliance & Governing Law - The seller shall at all times comply with all applicable state and local laws, rules, ordinances and regulations. This Purchase Order shall be governed by and construed according to the laws of the State of Washington.

3. Seller's Liabilities, Indemnification and Hold Harmless - Seller shall indemnify, defend (or at the City's option), pay the costs and attorney fees of the City incurred in defending, and hold the City, its elected and appointed officials, officers, agents and employees harmless from and against any and all expenses, damages, claims or liabilities (including attorneys fees and costs) for injuries, or sickness or death to persons or damage to property, arising out of any act, error or omission of Seller, its officers, employees, agents, contractors, suppliers, licensees or invitees related to this Purchase order or the goods or services purchased hereunder, provided, however that

(a) Seller's obligation to indemnify, defend (or pay costs of defense) and hold harmless shall not apply to injuries, sickness or death of persons or damage to property which arises out of the sole negligence of the City, its elected or appointed officials, officers, agents, or employees; and

(b) regarding concurrent negligence, shall apply only to the extent of the negligence of seller, its officers, employees, agents, contractors, suppliers, licenses or invitees, and the City, its elected or appointed officials, officers, agents or employees.

If requested by City, Seller shall furnish to City a certificate of insurance showing that Seller carries adequate public liability and property damage insurance with insurers suitable to the City, in amounts acceptable to City, and adequate workers' compensation insurance (or evidence of authority to self insure). The failure by Seller to furnish such a certificate of insurance to City will not constitute a waiver of the requirement for such certificate or of any other provision on this Purchase Order.

Seller expressly waives its immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by the Seller's employees, and expressly agrees that the obligation to indemnify, defend and hold harmless extends to any claim, demand or action brought by or on behalf of any employee of Seller and includes any judgment, award or cost thereof, including attorney fees.

4. Acceptance - Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by Seller.

5. Prices, Terms and Invoices - The prices for the equipment and/or services ordered there under are those specified on the face of this Purchase Order. No charges shall be made for shipping, handling, delivery, taxes or other extras unless specified on this Purchase Order. Payment is contingent upon approval of the equipment and/or services by City. Subject to the foregoing, invoices will be paid within thirty days from receipt of equipment and/or the receipt of invoice for services performed or as specified on this Purchase Order.

6. Packing, Marking and Shipping - (a) Delivery shall be f.o.b. City's destination unless otherwise stated. Seller shall not be entitled to reimbursement of transportation charges unless specified on the face of this Purchase Order. If Seller is entitled to reimbursement of charges, such charges shall be added as a separate item on City's invoice and the receipted freight bill shall be attached thereto.

(b) All shipments shall be marked and packed so as to secure the lowest transportation rates. Shipments shall be routed to the shipping address on this Purchase Order, or as otherwise instructed by the City. Seller shall reimburse City for all expenses incurred by City as a result of improper packing, marking or routing.

(c) A packing slip shall accompany each shipment, enclosed in a package marked "Packing Slip Inside". The Packing Slip and other shipping documents shall bear this Purchase Order number and shipping destination.

7. Premium Shipments - If, because of Seller's failure to meet the delivery requirements of this Purchase Order, City finds it necessary to require shipment of any of the equipment covered by this Purchase Order by a different method of transportation than that originally specified, Seller shall pay the additional shipping, handling and other charges associated therewith.

8. Delivery and Shipping Releases - Delivery dates are specified on the face of this Purchase Order. If not so specified, Seller shall not fabricate any of the equipment covered by this Purchase Order, or procure any of the materials required for their fabrication, or ship any of such equipment to City except to the extent authorized by City in writing. City shall have no responsibility for equipment for which written delivery instructions have not been provided. Shipments in excess of those authorized may be returned to Seller at Seller's expense. City may from time to time change shipping schedules specified in this Purchase Order or contained in separate written instructions.

9. Inspection - All equipment and services provided under this Purchase Order shall be subject to inspection and testing by the City to the extent practical at times and places including the period and place of manufacture; if any such inspection or test is made on Seller's premises, Seller shall furnish without additional charge reasonable facilities and assistance for the safety and convenience of the persons conducting the test. If any equipment or services are defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, the City shall have the right to reject such equipment or services, retain and correct them at Seller's expense, or require their correction by Seller. Rejected equipment shall be returned to Seller at Seller's risk and Seller shall pay the City for all packing, handling and transportation expenses incurred in connection with the rejected equipment. Records of all inspection work by Seller shall be kept complete and available to the City during the performance of this Purchase Order and for such longer period as may be required by law.

10. WARRANTY - SELLER WARRANTS THAT THE EQUIPMENT COVERED BY THIS PURCHASE ORDER WILL CONFORM TO THE SPECIFICATIONS, DRAWINGS, SAMPLES, OR OTHER DESCRIPTION FURNISHED OR SPECIFIED BY CITY, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, MERCHANTABILITY, OF GOOD MATERIAL AND WORKMANSHIP, AND FREE FROM DEFECT. SELLER WARRANTS THAT THE SERVICES, IF ANY, PERFORMED UNDER THIS PURCHASE ORDER WILL BE PERFORMED IN A

WORKMANLIKE MANNER, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, AND FREE FROM DEFECT. THE WARRANTIES AND REMEDIES PROVIDED FOR IN THIS PURCHASE ORDER SHALL BE IN ADDITION TO THOSE IMPLIED BY LAW AND SHALL EXIST NOTWITHSTANDING THE ACCEPTANCE IN WHOLE OR IN PART BY CITY OF THE EQUIPMENT AND/OR SERVICES.

11. Patents - (a) Seller warrants that the equipment purchased by City under this Purchase Order, and the sale or use of such equipment, alone or in combination with City's other equipment according to City's specifications or recommendations provided to Seller, will not infringe upon any United States or foreign patents, agrees to indemnify and hold harmless City and anyone selling or using any of City's products or services against all judgments, decrees, costs, and expenses resulting from any alleged infringement, and agrees that Seller shall, upon request of City and at Seller's own expense, defend or assist in the defense of any action which may be brought against City or those selling or using any of City's products or services by reason of any such alleged infringement.

(b) Seller hereby grants to City an express license to repair, rebuild, and relocate and to have repaired, rebuilt and relocated the equipment purchased by City under this Purchase Order.

12. Liens - All equipment to be delivered under this Purchase Order and all property to be returned to City shall be free and clear of any and all liens and encumbrances whatsoever.

13. Taxes - Unless otherwise provided in this Purchase Order, Seller shall be responsible for the payment of all federal, state or local taxes of any nature which arise out of the sale of the equipment or the provision of services there under. Any taxes which are the responsibility of the City there under shall be prepaid by Seller and added as a separate item on the City's invoice.

14. Advertising - The Seller is prohibited, without first obtaining the written consent of City, from and in any manner advertising or publishing the fact that Seller has furnished or contracted to furnish City with the equipment or services in this Purchase Order, nor may Seller operate under or otherwise use the City name or any other trade name or assumed name used by City. Seller shall not disclose any of the terms of this Purchase Order to any third party except as provided by law and/or as may be required to perform there under.

15. Use - The equipment and services contracted for in this Purchase Order are to be for the use of the City, and/or its suppliers. All equipment contracted for may be subjected to further processes of manufacture, combined with any articles, or put to any use whatsoever, by City, or its suppliers, as it or they may elect, and in no event shall any claim for royalty or other additional compensation be made by Seller, by reason of such manufacture, combination or use.

16. Drawings, Specifications and Technical Information - Drawings, data, designs, inventions and other technical, engineering or scientific information supplied by City shall remain City property and shall be returned to City upon completion of this Purchase Order or upon demand. Any information which Seller may disclose to City with respect to the design, manufacture, sale or use of the items covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for such Purchase Order, and Seller shall not assert any claim (other than a claim for a patent infringement) against City by reason of City use thereof. The purchase price of this Purchase Order is, in part, consideration for any design work performed by Seller in connection with this Purchase Orders and incorporated in the equipment and services to be delivered there under. Seller shall not supply such design work to any other party without City's written permission.

17. City Property - Any property used by Seller but owned, furnished, charged to, paid for, or provided by City, including but not limited to materials, tools, dies, plates, jigs, patterns, fixtures, equipment and any replacements thereof, shall be the property of the City subject to removal and inspection by the City at any time without cost or expense to the City. All such property shall be used by Seller only for performance under this Purchase Orders and shall be adequately insured

for the City's protection. Seller shall assume all liability including loss of use for and maintain and repair such property and return the same to the City in good condition, reasonable wear and tear excepted.

18. Excusable Delays - (a) Neither City nor Seller shall be liable for delay in performance there under arising from (1) acts of God or a public enemy, (2) acts of the Government of the United States or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, (3) acts of any person engaged in subversive activity or sabotage, (4) fires, floods, explosions, or other catastrophes, (5) epidemics and quarantine restrictions, (6) strikes, slowdowns, lockouts or labor stoppages or disputes of any kind, (7) freight embargoes, (8) unusually severe weather, (9) delays of a supplier due to any of the above causes or events, or (10) causes or events beyond the control and without the fault or negligence of the City or Seller in failing to perform there under.

(b) In the event of a failure by Seller to perform arising from any of the causes or events set forth in subparagraph (a) of this paragraph, City shall be entitled to obtain equipment or services covered by this Purchase Order elsewhere for the duration of such failure and to reduce, pro tanto the quantity or amount of equipment or services ordered from Seller under all this Purchase Order. Upon cessation of the condition causing the delay in performance, all performance requirements shall resume, unless this Purchase Order has been terminated as provided in paragraph 21.

19. Changes - City may at any time, by written change order, make changes in (1) the drawings, designs, and/or specifications applicable to the equipment and/or services covered by this Purchase Order, (2) the method of shipment and packing and/or (3) the place of delivery. If any such changes affect the time for performance or the cost of manufacturing the equipment or furnishing the services, City shall make an equitable adjustment in the purchase price or the delivery schedule, or both, provided that any claim by Seller for adjustment under this clause must be submitted in writing to City within 30 days from the date of receipt by Seller of the notification of change. Seller shall not make any changes in the design or composition of any equipment ordered or services performed under this Purchase Order without the prior written approval of City.

20. Substitutions - No substitutions will be permitted unless mutually agreed to by both parties. Any such substitution shall be in writing and made prior to delivery. If any substitutions are permitted under this order, the market value of the substitute must be of equal or greater value.

21. Termination at Option of City - (a) Performance under this Purchase Order may be terminated by City at its option, in whole or in part at any time with written notice to Seller, notwithstanding the existence with respect to Seller of any of the causes or events specified in Paragraph 18 above.

(b) After receipt of a notice of termination Seller shall, unless otherwise directed by City, immediately terminate the performance of all services and the manufacture and/or shipment of all equipment under this Purchase Order, and shall, unless otherwise directed by City, (1) terminate all orders and subcontracts relating to the performance of the work and settle all claims arising out of such termination, subject to the approval or ratification of City; (2) transfer title and deliver to City (i) all completed equipment which conforms, in quality, to the requirements of this Purchase Order and does not exceed, in quantity, the amount authorized for production by City, and (ii) all reasonable quantities (but not in excess of amounts authorized by City) of work in process and materials produced or acquired to perform there under which are of a type and quality suitable for producing equipment which conforms to the requirements of this Purchase Order and which cannot reasonably be used by Seller in producing equipment for itself or for its other customers; (3) take all action necessary to protect property in Seller's possession in which City has or may acquire an interest; and (4) submit to City promptly, but not later than three (3) months from the effective date of termination, its termination claim, in the form and with the certification prescribed by City; provided, however, that in the event of failure of Seller to submit its termination claim within such period, City may determine notwithstanding the provisions of

subparagraph (c) hereof, on the basis of information available to it, the amount, if any, due Seller with respect to the termination and such determination shall be final. No termination claim will be paid where termination was due to a default in the part of the Seller.

(c) If the parties cannot by negotiation agree within a reasonable time upon the amount of fair compensation due Seller for such termination, City, in addition to making prompt payment of amounts due for equipment delivered or services rendered prior to the effective date of termination, will pay to Seller (without duplication) the actual costs incurred by Seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this order, including the cost of discharging liabilities which are so allocable or apportionable. Such costs shall exclude the cost of discharging liabilities for parts, materials and services not received by Seller before the effective date of termination. Payments made under this subparagraph (c) shall not exceed the aggregate price specified in this Purchase Order, less payments otherwise made or to be made.

(d) With the consent of City, Seller may retain at an agreed price or sell at an approved price any completed equipment, or any equipment, materials, work in process or other things the cost of which is allocable or apportionable to this Purchase Order under subparagraph (c) above, and will credit or pay the amount so agreed or received as City directs.

(e) The provisions of this paragraph 21 shall not apply if this Purchase Order is terminate by City for the default of Seller pursuant to paragraph 22 hereof.

22. Termination for Default of Seller - Subject to paragraph 18 above, whenever Seller (1) refuses or fails to make deliveries of the equipment or perform services called for in this Purchase Order within the time specified in this Purchase Order or in written instructions issued to Seller, or (2) otherwise defaults in the performance of this Purchase Order, City may terminate this Purchase Order, in whole or in part, effective ten (10) days after mailing of notice of default, unless Seller shall, within such period, cure such default.

23. Effect of Invalidity - The invalidity in whole or in part of any condition of this Purchase Order shall not affect the validity of other conditions.

24. Remedies - The remedies herein shall be cumulative, and in addition to any other remedies available in law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision.

25. Modification of Purchase Order and Non-Assignment - This Purchase Order, together with any written instruction issued there under, contains the complete and final agreement between City and Seller and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon City unless made in writing and signed by the City's authorized representative. Except as provided in this Purchase Order, Seller shall not delegate in any manner to any other person the performance of any work or the supplying of any equipment or services under this Purchase Order. Seller may assign monies due and to become due under this Purchase Order, provided, however, that City shall be entitled to assert against the assignee thereof all rights, claims, and defenses of every type (including without limitation, rights of setoff, recoupment, and counterclaim), which City could assert against Seller, whether acquired prior or subsequent to such assignment.

26. Notice of Labor Disputes - (a) Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order; Seller shall immediately give notice thereof and all relevant information to the City.

(b) Seller agrees to insert the substance of this clause, including this paragraph (b), in any subcontract (including any purchase order) there under as to which a labor dispute may delay the timely performance of this Purchase Order, except that each such subcontract shall provide that in the event any actual or potential labor dispute is delaying or threatens to delay timely performance, the subcontractor shall immediately notify its next higher tier subcontractor, or Seller, as the case may be, of all relevant information.



Memorandum

Date: 2/25/2025

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

File No. CM 25-098

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425.556.2427
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
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TITLE:

Approval of Consultant Services Agreement with Kim Lundgren Associates, Inc., in the Amount of \$140,000, to Support the Update of the 2020 Environmental Sustainability Action Plan

OVERVIEW STATEMENT:

The City of Redmond (City) is updating the 2020 Environmental Sustainability Action Plan (Plan) in alignment with the Redmond 2050 Climate Resilience and Sustainability Element. The City issued a request for proposals (Attachment A) to support the Plan update, including technical, facilitation, and outreach. Kim Lundgren and Associates, Inc. was identified as the top proposal and is being recommended for approval.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2020 Environmental Sustainability Action Plan, Climate Emergency Declaration, Redmond 2050
- **Required:**
Council approval is required for contracts that exceed \$50,000.
- **Council Request:**
N/A
- **Other Key Facts:**
The 2020 Environmental Sustainably Action Plan the City committed to refresh the document every five years to realign with new polices, integrate new technologies, and respond to key performance indicator trends.

OUTCOMES:

The consultant will support the updated Environmental Sustainability Action Plan, which will outline a five-year workplan and long-term roadmap for city and community decision-making that advances Redmond’s pursuit of holistic sustainability and high quality of life. The updated Plan is expected to include:

- A prioritized and concise action-oriented workplan that includes specific City of Redmond targets, strategies, actions, and timelines for the next five years and beyond.
- Alignment with priorities from existing plans and strategies, including: Redmond 2050, Climate Emergency Declaration, 2025 Transportation Master Plan, Climate Vulnerability Assessment, City Operations Zero Carbon Strategy, etc.
- Feedback from innovative and inclusive community engagement and education efforts.
- A visually engaging and easy to understand plan that is relevant to multiple community perspectives and easily translatable to a variety of media for different audiences.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
December 2024-December 2025
- **Outreach Methods and Results:**
RFP Process - RFP 10856-24
The scoping committee reviewed and scored five proposals through the Request for Proposals (RFP) process.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$140,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
Service Enhancement #264

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

Budget/Funding Constraints:
Grant funds are being used to support outreach and engagement work, outside of this scope of work. Those funds must be expended by June 30, 2025.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
12/3/2024	Business Meeting	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/4/2025	Business Meeting	Approve

Time Constraints:

A prompt approval will allow the City to initiate the project and align with grant funded education and outreach efforts.

ANTICIPATED RESULT IF NOT APPROVED:

Delay in project and plan adoption.

ATTACHMENTS:

Attachment A: Contract

Attachment B: Request for Proposals

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

THIS AGREEMENT is entered into on March X, 2025, between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, namely Kim Lundgren Associates, Inc., a Massachusetts corporation, 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 thirty (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 reasonably 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 thirty (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 but shall not be deemed to have waived any rights, claims, actions or defenses related to the dispute.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be (i) increased or considered to be increased or (ii) decreased or considered to be decreased by more than One Thousand Dollars (\$1,000.00), except by specific written amendment of this agreement executed by the parties hereto.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced to the CITY by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CONSULTANT may, at its own expense, keep copies of all its work product for its personal files. 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. Notwithstanding the foregoing, CONSULTANT shall retain, and the CITY will have no right, other than as expressly set forth herein, to any intellectual property of 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, shareholders, 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 one million dollars (\$1,000,000) 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 (3) 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 upon at least forty-eight (48) hours advance notice at all reasonable times during regular business hours of the CONSULTANT. Upon reasonable 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 (to be designated by the CITY to the CONSULTANT) 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 reasonably 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 thirty (30) 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 material breach of this agreement on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed up to the date of termination. No payment shall be made for any work completed after thirty (30) 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 material breach 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 which such consent shall not be unreasonably withheld, conditioned, or delayed. 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

EXHIBIT _____
INSURANCE ADDENDUM

THIS ADDENDUM modifies the provisions of the (check one): ___ General Services Agreement, ___ Non-Public Work Consultant Agreement, ___ Instructional Services Agreement, ___ Social/Community Services Agreement, ___ Short Term Facility Agreement, ___ Fixed Asset Loan Agreement, ___ Three Party Consultant Agreement (hereinafter "the Agreement") or ___ Public Work Consultant Agreement entered into between the parties on _____, _____.

THE UNDERSIGNED PARTIES agree to modify paragraph 8 (if a General Services Agreement), 9 (if Non-Public Work Consultant Agreement), 7 (if Instructional Services Agreement), 6 (if Social/Community Services Agreement), 9 (if Short Term Facility Agreement), 5 (if Fixed Asset Loan Agreement), 10 (if a Three Party Consultant Agreement) or 8 (if Public Work Consultant Agreement) as follows (check all applicable items):

- ___ The general public liability and property damage insurance limit is increased/reduced to \$ _____ (insert amount).
- ___ The professional liability insurance amount is increased/reduced to \$ _____ (insert amount). This item relates to Consultant and Three Party Consultant Agreements only.
- ___ The professional liability insurance requirement is eliminated. This item relates to Consultant and Three Party Consultant Agreements only.
- ___ The insurance provisions are otherwise modified as follows:

Except as expressly modified above, all insurance-related terms and conditions of the Agreement will remain unchanged and in full force and effect. The City has made no recommendation to the contractor/consultant as to the insurance necessary to protect the contractor/consultant's interests and any decision by the contractor/consultant to carry or not carry insurance amounts or coverage in excess of the above is solely that of the contractor/ consultant.

DATED _____, _____.

CITY OF REDMOND

CONTRACTOR/CONSULTANT

MAYOR JOHN MARCHIONE

By: _____
Title: _____

ATTEST/AUTHENTICATED:

APPLICANT (IF THREE PARTY
CONSULTANT AGREEMENT

CITY CLERK, CITY OF REDMOND

By: _____
Title: _____

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

APPROVED:

RISK MANAGER, CITY OF REDMOND

Scope of Work

Background

The City of Redmond (City) is updating the 2020 Environmental Sustainability Action Plan (Plan) with a vision that is bold, actionable, engaging, and capable of achieving deep emissions reductions and comprehensive sustainability outcomes, in alignment with the Redmond [2050 Climate Resilience and Sustainability Element](#). The vision for the Plan update process is to:

1. Prioritize high impact actions for the next 5 years (through 2030), while also outlining a long-term roadmap to achieve our sustainability goals.
2. Build stewardship and community ownership of the Plan through community education and engagement.
3. Strengthen partnerships to accelerate progress.

Task 1. Project Management

KLA will deliver a workplan and schedule through Monday.com to support ongoing coordination. Ongoing collaboration with the City will be facilitated through biweekly check-in calls, regular email updates, and an online SharePoint site hosted by the City.

Task 1 Deliverables

- Kickoff meeting with the City's Project Team to discuss roles, responsibilities, scope, project risks, decision making processes, timelines, and success metrics.
- Biweekly 30-minute calls with the City's Project Team and associated meeting minutes.
- Detailed final workplan and timeline provided through Monday.com, which City staff will have direct read/ write access to.
- Ongoing project management and internal meeting coordination and support via email, phone, and SharePoint to ensure a proactive and communicative partnership.
- Monthly progress reports, submitted with invoices, outlining work completed during the past month, percentage of budget remaining, and work planned for the coming month.

Task 2. Community and Stakeholder Engagement

The KLA Team focuses its equitable engagement process on three core pillars:

- Align with Existing Priorities of each Target Population
- Grow Climate Literacy
- Build Community Capacity to Take Action

KLA will partner with the City and its key community stakeholders to design and drive implementation of an equity-centered Communications and Engagement Strategy that leverages these pillars and delivers measurable outcomes.

The Communications and Engagement Strategy will identify specific tactics for each target audience. We will revise the tactics as we go to ensure feedback on key plan components is incorporated when needed (such as identifying implementation roles for actions), but we want to consistently have opportunities to raise awareness of the plan and of the issues around climate change to align with the three pillars. To ensure ongoing community engagement beyond this planning process, KLA will provide the City an equitable community outreach toolkit with best practices, sample focus group agendas, social media tips, accessibility priorities, etc.

Task 2 Deliverables

- Branding package with Messaging, Logo, Color Palette, Fonts, and Focus Area Icons.
- Development of 1-3 fact sheets related to the plan or the process.
- Development of Communications and Engagement Strategy.
- Communications and Engagement Strategy Implementation support, as determined by the Strategy and the budget.
- Support for ongoing meetings with City staff, Council, and the Advisory Committee, as determined with the City Project Team.
- Design, delivery, and evaluation of one full online survey or a series of topical polls.
- One branded presentation template in PowerPoint.

Task 3. Climate Analysis

Building off the GHG Inventory, and business as usual forecast and incorporating other readily available metrics such as building square footage, age of buildings, registered electric vehicles, etc.; we can describe what needs to happen in Redmond and what is in your control and then express targets in terms that are directly measurable. We will then build out the pathway scenarios to identify the degree to which each high impact strategy will need to be implemented at key year markers (2030, 2040, 2050) to meet those targets. The reduction scenarios will focus on questions like how many homes/commercial buildings must be electrified by when as one example, leaving more capacity to describe the impacts to individuals during the transition.

Task 3 Deliverables

- Updated Business as Usual (BAU) forecast of emissions for the Community and Municipal operations.
- Visual graphics demonstrating progress towards climate goals.
- A professionally designed PowerPoint presentation and custom graphics reflecting the results of the climate analysis.
- Cost analysis of staffing and budget needs.
- Review and reset of metrics and targets to better align with Redmond's carbon neutrality goal.
- Fact sheet and data analysis on economic impacts of electrification and other high impact strategies.

- *Consultant will provide MS Word versions of document and materials upon completion of services. All materials produced, including raw data sets, shall be delivered electronically in commonly available formats.

Task 4: Development of Strategies and Actions

The KLA Team will work with the City Project Team to review the actions. Based on the analysis completed as part of Task 3, discussions with key stakeholders, and community feedback on barriers the KLA team will develop a shortlist of strategies and actions that meet the City's priority to provide deep emissions reductions and/or strengthen community resilience. KLA will work with the City to determine which analyses to apply to each action and at what phase of the process. For example, some analyses could be utilized to prioritize actions for the final plan while others are more appropriate to conduct once the action is confirmed. Example analyses include emissions reduction potential, costs and (co)benefits associated with each action, staffing and budget needs, etc. Once these metrics are confirmed, KLA will provide a set of recommendations for the City to track and report these metrics on an ongoing basis.

Task 4 Deliverables

- Proposed list of Plan strategies and actions based on review of existing City planning documents¹, internal and external stakeholder engagement, and industry best practices.
- Final list of Plan strategies and actions in MS Excel
- Analysis of Plan actions (impact, cost, co-benefits, staff resources, budget, or others as determined with the Project Team)

Task 5: Develop Environmental Sustainability Action Plan

Work with the City Project Team to craft an accessible, graphically heavy, easy to understand refreshed Environmental Sustainability Action Plan. KLA will provide the City recommendations on how to facilitate an effective Public Commenting Period. The City will lead the collection of public comments and provide a final set of edits to be incorporated by the KLA team into the final plan.

The KLA Team will work with the City and its stakeholders through group meetings and one on one interviews, as needed, to identify and build out five (5) Implementation Blueprints. KLA's Implementation Blueprints detail the steps necessary to implement the actions and also include the identification of an implementation champion, timeframe, partners, funding and other resources, metrics of success, and equity considerations.

¹ Relevant documents include: [2020 Environmental Sustainability Action Plan](#), [2020 Climate Emergency Declaration](#), [2023 Climate Vulnerability Assessment](#), [2021 City Operations Zero Carbon Strategy](#), [Redmond 2050 Comprehensive Plan](#) (including [Climate Resilience and Sustainability Chapter](#)), [Transportation Master Plan](#) (currently in development), [PARCC Plan](#), [Climate Resilience and Sustainability in Vegetation Management Plan](#), [Stormwater and Surface Water Systems Plan](#) (currently in development), E-Mobility Strategy Memo (in development), and other relevant documents.

Task 5 Deliverables

- Draft Environmental Sustainability Action Plan
- Recommendations for Processing Public Comments
- Five (5) Implementation Blueprints
- Final Environmental Sustainability Action Plan in both word and PDF
- Infographics, icons, key graphs, and other stylized data in jpg and editable formats
- Annual report template

Task 6: Other As Needed Technical Assistance

Provide other technical assistance to aid the City as requested at an hourly rate.

Budget

REDMOND WA CLIMATE ACTION PLAN UPDATE											
Tasks	Project Director	Climate Analysis Strategic Advisor	KLA Principal Project Manager	Climate Analysis Lead	Climate Analysis Support	Communications and Engagement Lead	Communications and Engagement Support/ Deputy PM	Design	Expenses	TOTAL	TOTAL BY TASK
	Kim	Mike	Tacy	Sarah	Hannah	Joey (Seattle-based)	Carlyn	KLA Designer			
	\$ 250.00	\$ 225.00	\$ 200.00	\$ 150.00	\$ 135.00	\$ 150.00	\$ 135.00	\$ 100.00			
Task 1. Project Management											\$ 15,840.00
<i>Kickoff Meeting with Client</i>	2	2	4	2	2	4	2			\$ 3,190.00	
<i>Biweekly 30-mins Calls with Client</i>	4	8	10	4	4	8	10			\$ 8,490.00	
<i>Ongoing Project Coordination & Progress Reports</i>			10				16			\$ 4,160.00	
Task 2. Community & Stakeholder Engagement											\$ 59,645.00
<i>Review and Refinement, as needed, of Brand Messaging</i>	1		2			12	20			\$ 5,150.00	
<i>Develop Communications and Engagement Strategy</i>	1		2			4	6			\$ 2,060.00	
<i>Support with Engagement of Internal Stakeholders (City staff, Steering Committee, Env. Sust. Advisory Committee)</i>	1	4	8			20	8		\$ 4,081.50	\$ 10,911.50	Travel for two out of state people for one visit or one out of state person for two visits
<i>Design and Evaluate Surveys/Polls</i>			4			12	25			\$ 5,975.00	
<i>Support with Implementation of Communications and Engagement Strategy (i.e., design and facilitation of focus groups, workshops, youth events, trivia nights, etc.)</i>	2	2	8		8	40	20	12	\$ 10,598.50	\$ 24,128.50	Includes Food, Incentives, Tablecloth, and Travel to Redmond (2 people for 3 visits or 3 people for 2 visits)
<i>Development of Climate Communication Materials (planning process and/or high impact strategy fact sheets, plan summary handout, social media posts, etc.)</i>			4			8	20	20		\$ 6,700.00	
<i>Development of Presentation Template</i>						2		4		\$ 700.00	
<i>Develop and Deliver Community Engagement Toolkit</i>			2			8	12	8		\$ 4,020.00	
Task 3: Inventory and Forecasting											\$ 19,845.00
<i>Update Business as Usual Forecast</i>		1		3	8					\$ 1,755.00	
<i>Review and Update Community Wedge Analysis or Equivalent</i>		8		12	20					\$ 6,300.00	
<i>Metrics and target review and refinement</i>	4	2	12	16	8					\$ 6,460.00	
<i>Cost analysis of staffing and budget needs</i>	4		8	12						\$ 3,720.00	
<i>Development of Custom Graphics for Presentation Slides & Plan</i>				2			4	8		\$ 1,610.00	
Task 4. Development of Strategies & Actions											\$ 21,160.00
<i>Existing Plan Review & Analysis</i>	1	2	2	6	8	4				\$ 3,680.00	
<i>Recommendations for Updated Strategies and Actions</i>		2	2	4	8					\$ 2,530.00	
<i>Interviews or Focus Groups with Key Stakeholders on the Actions</i>		2			5	8				\$ 2,325.00	
<i>Analysis of Plan actions</i>		16		20	40					\$ 12,000.00	
<i>Confirm Final Actions for Plan</i>		1	2							\$ 625.00	
Task 5. Develop Environmental Sustainability Action Plan (ESAP)											\$ 23,510.00
<i>Develop Draft ESAP (includes infographics, graphs, etc.)</i>	2		8	6	12	20	40			\$ 11,410.00	
<i>Recommendations for the City to Facilitate a Public Comment Process</i>						2				\$ 300.00	
<i>Final Edits to and Delivery of the Final Plan</i>			4			6	8	18		\$ 4,580.00	
<i>Development of annual report template</i>						4		8		\$ 1,400.00	
<i>Development of five (5) Implementation Blueprints</i>		4	4	8	12	6		4		\$ 5,820.00	
TOTAL	14	60	78	79	151	168	171	122	\$ 14,680.00	\$ 140,000.00	\$ 140,000.00

Schedule

REDMOND WA CLIMATE ACTION PLAN UPDATE	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25
Contract Execution									
Task 1. Project Management									
<i>Kickoff Meeting with Client</i>									
<i>Biweekly 30-mins Calls with Client</i>									
<i>Ongoing Project Coordination & Progress Reports</i>	SharePoint Site Setup	Ongoing Project Management							
Task 2. Community & Stakeholder Engagement									
<i>Review and Refinement, as needed, of Brand Messaging</i>									
<i>Develop Communications and Engagement Strategy</i>									
<i>Support with Engagement of Internal Stakeholders (City staff, Steering Committee, Env. Sust. Advisory Committee)</i>									
<i>Design and Evaluate Surveys/Polls</i>									
<i>Support with Implementation of Communications and Engagement Strategy (i.e., design and facilitation of focus groups, workshops, youth events, trivia nights, etc.)</i>									
<i>Development of Climate Communication Materials (planning process and/or high impact strategy fact sheets, plan summary handout, social media posts, etc.)</i>									
<i>Development of Presentation Template</i>									
<i>Develop and Deliver Community Engagement Toolkit</i>									
Task 3: Inventory and Forecasting									
<i>Update Business as Usual Forecast</i>									
<i>Review and Update Community Wedge Analysis or Equivalent</i>									
<i>Metrics and target review and refinement</i>									
<i>Cost analysis of staffing and budget needs</i>									
<i>Development of Custom Graphics for Presentation Slides & Plan</i>									
Task 4. Development of Strategies & Actions									
<i>Existing Plan Review & Analysis</i>									
<i>Recommendations for Updated Strategies and Actions</i>									
<i>Interviews or Focus Groups with Key Stakeholders on the Actions</i>									
<i>Analysis of Plan actions</i>									
<i>Confirm Final Actions for Plan</i>									
Task 5. Develop Environmental Sustainability Action Plan (ESAP)									
<i>Develop Draft ESAP (includes infographics, graphs, etc.)</i>									
<i>Recommendations for the City to Facilitate a Public Comment Process</i>									
<i>Final Edits to and Delivery of the Final Plan</i>									
<i>Development of annual report template</i>									
<i>Development of five (5) Implementation Blueprints</i>									

City of Redmond, Washington
Purchasing Division, M/S: 3NFN
15670 NE 85th Street
PO Box 97010
Redmond, WA 98073-9710

RFP 10856-24
Request for Proposals

Environmental Sustainability Action Plan Refresh

The City is soliciting proposals from qualified consultants to assist in the update of the Environmental Sustainability Action Plan

Posting Date: December 18, 2024

Questions Due Date: January 10, 2025

Proposals Due: January 16, 2025, at 2:00PM (PST)

The City of Redmond, Washington (the "City") requests interested parties to submit proposals for the above referenced Request for Proposals (RFP).

Overview

The City of Redmond (City) is updating the 2020 Environmental Sustainability Action Plan (Plan) with a vision that is bold, actionable, engaging, and capable of achieving deep emissions reductions and comprehensive sustainability outcomes, in alignment with the Redmond [2050 Climate Resilience and Sustainability Element](#). The Plan will outline a five-year workplan and long-term roadmap for city and community decision-making that advances Redmond's pursuit of holistic sustainability and high quality of life. The updated Plan is expected to include:

1. A prioritized and concise action-oriented workplan that includes specific City of Redmond targets, strategies, actions, and timelines for the next five years and beyond.
2. Alignment with priorities from existing plans and strategies, including: Redmond 2050, Climate Emergency Declaration, 2025 Transportation Master Plan, Climate Vulnerability Assessment, City Operations Zero Carbon Strategy, etc.
3. Feedback from innovative and inclusive community engagement and education efforts.
4. A visually engaging and easy to understand plan that is relevant to multiple community perspectives and easily translatable to a variety of media for different audiences.

Background

The City adopted its first comprehensive sustainability plan in 2020. The Environmental Sustainability Action Plan (ESAP) has and will continue to serve as the City's roadmap to reduce emissions to net zero by 2050



and enhance our natural systems for future generations. Implementation of the City's sustainability work is a cross-departmental effort, with representatives from each department playing a role in Redmond's progress towards its climate and sustainability goals.

The vision for the updated plan is to prioritize actions for the next 5 years (through 2030), educate and engage the community in a way that builds a network of implementers and catalyzes community action, and puts Redmond on a path to rapidly and equitably reduce greenhouse gas emissions to net zero and realize a sustainable environment and community.

Key objectives for the update process include:

1. Create a data-informed 5-year workplan to meet 2030 goals.
2. Establish a long-term trajectory to meet 2040 and 2050 goals.
3. Simplify and prioritize strategies and actions to maximize impact and use of City's limited resources.
4. Align with Redmond 2050 and the Climate Resilience and Sustainability Element.
5. Educate and engage the community in an inclusive and innovative manner that catalyzes individual action.
6. Strengthen partnerships to accelerate progress.
7. Enhance reporting, transparency, and community engagement during Plan implementation.

Scope of Work

The City of Redmond is seeking consultant(s) to work with staff, community members, regional partners, and other experts to update the 2020 Environmental Sustainability Action Plan and develop a comprehensive, robust, and innovative Plan that will:

1. Unify the City's sustainability initiatives, strategies, and plans.
2. Establish a set of cohesive sustainability strategies, an implementation plan, and metrics for measuring progress, and for improving Redmond's sustainability, and its contribution to regional and State strategies and initiatives.
3. Activate and engage residents, businesses and institutions with positive actions and tangible benefits.
4. Build on past momentum while also adjusting to reflect the needs and pressures to which the City must respond.

The work outlined in this scope will be complimented by additional community engagement and the development of a plan dashboard/tool. The goal of this complimentary work is to leverage the update process to build community understanding and engagement in ESAP implementation work long term.

The scope of work is divided into two components, Component A and Component B. The City reserves the right to award this contract to one or two highest qualified consultants, depending on the needs of the project and the evaluation of proposals received.

The scope detailed below can be built upon. We invite your creativity in crafting an integrated approach that delivers the greatest possible benefit, and the greatest possible value. Consultants are permitted to bid on one or both components outlined below.



Component A

1. Project Management

Regularly meet with the City's project team to coordinate data needs, access staff expertise, and ensure full understanding and agreement on scope specifications, including desired deliverable formats. Conduct meetings/presentations with Council, city leadership, staff, and community stakeholders advising on the progress of the Plan, as well as requesting any input needed from departments regarding Plan evaluation and monitoring responsibilities.

2. Facilitation and Outreach

Throughout the plan development, the consultant shall identify best practices for community and stakeholder engagement and education. The consultant will organize the outreach and engagement efforts at various points in the process. This process is anticipated to include community events/gatherings, focus groups/roundtable discussions, and additional core team and committee meetings.

The engagement process will prioritize education and community input, with an acknowledgment that the public might have a low level of information about climate change and that accessible terms and language must be used. It is critical to connect the Plan to why and how community members should be involved, the benefits of climate action and the impacts of non-action, and to demonstrate that individual actions can make a difference. Multiple channels of outreach will be used to accommodate diverse communication styles (webinar, social media, in-person meetings, videos, etc.). Communications will be in multiple languages.

Throughout the drafting process, there will be several City Council Meetings, Commission and Committee meetings, and community workshops where input will be acquired. It is anticipated that City staff would lead stakeholder identification, scheduling, and logistics. The consultant would assemble and present content and lead facilitation of discussions.

Facilitation and Outreach Deliverables:

- a. Outreach material development
- b. Facilitate ongoing meetings, including:
 - i. City sustainability staff
 - ii. City Departments and Division staff
 - iii. Steering Committee (City staff)
 - iv. Environmental Sustainability Advisory Committee (approximately 4 meetings)
 - v. Community forums, events, roundtable (at least 4), and/or other meetings as identified by the consultant.

3. Report

The consultant will develop an updated Plan for the City and community for review and feedback. The Plan will be prioritized from the 2020 version, easily navigable, and will make effective use of infographics, typography, and photographs so that it is both accessible and informative for all audiences. The text will be concise and contain sufficient information that it is both understandable by the public and useable as a planning tool by City staff. Where appropriate, details may be added to an appendix.

The Plan will tie together the City's existing and developing sustainability initiatives and plans with community goals and be presented in a manner that helps demystify sustainability for the



community. The Plan will be developed in an open, transparent manner, balancing the interests of the entire community, and set a long-term vision with clear and compelling implementation pathways.

Report Deliverables

- a. Draft 2025 Environmental Sustainability Action Plan
 - b. 2025 Environmental Sustainability Action Plan
 - c. Excel tracking spreadsheet with all strategies and actions
 - d. Optional (please provide cost information): PowerBI Dashboard to facilitate KPI tracking
4. Communications and Marketing
By the end of the project, the consultant shall develop a stylized Plan toolkit to support ongoing communication and outreach efforts around the Plan. This shall include, but not be limited to: infographics, icons, standard presentation slide deck, annual report template, graphs, one page summary of the Plan, and other visual tools to effectively communicate the Plan to the community.

Communications and Marketing Deliverables

- a. PowerPoint template
 - b. Plan summary handout
 - c. Annual report template
 - d. Infographics, icons key graphs, and other stylized data
5. Other As Needed Technical Assistance
Provide other technical assistance to aid the City as requested at an hourly rate.

Component B

1. Technical Analysis and Action Development
The City seeks to develop an actionable, data-informed Plan with actions to reach its climate and sustainability goals. The consultant shall support the development of actions and analysis of key data, including:
- a. Develop an updated Business as Usual (BAU) forecast of emissions for the community and City operations if left unmitigated. The forecast should be consistent with policies, measures and actions taken at the Federal and State level.
 - b. Develop a wedge analysis or equivalent to understand the contribution of individual strategies/actions toward the overall GHG reduction targets.
 - c. Recalibrate targets and KPIs against City carbon neutrality goal, projected growth, and other Redmond 2050 assumptions.
 - d. Review existing actions and develop a descriptive list of actions for achieving the 2030, 2040 and 2050 targets. The actions should include policies, programs, measures, projects, infrastructure where the City has control and key community member actions. The roadmap should seek to synergize mitigating emissions as well as adapting to current and future climate change impacts.
 - Quantify potential emission reduction/relevant KPI for each proposed strategy/action.
 - Quantify cost and benefit for each proposed strategy/action.
 - Identify associated co-benefits of each strategy/action.
 - Identify responsible City divisions, community institutions, etc.



- Ensure that the collective actions positively impact all populations and move the city toward greater social equity.
 - Integrate considerations from the City’s existing plans or opportunities for plans in development i.e. Redmond 2050, Housing Element, Transportation Master Plan, Economic Development Plan, Climate Vulnerability Assessment, Capital Improvement Strategy, Capital Facilities Strategy, etc.
- e. Provide an analysis of the staffing and budget needs required to implement and monitor the Plan programs and projects.
 - f. Optional (please provide cost information): Conduct financial modeling of the Plan to show the potential costs and savings for residents and businesses.
 - g. Optional (please provide cost information): Complete an economic analysis illustrating the impacts of the actions to Redmond’s economy, as well as an assessment of the cost of doing nothing.

Technical Analysis Deliverables

- a. Inventory and Forecasting
 - a.1. Business as usual forecast
 - a.2. Wedge analysis
 - a.3. Cost analysis
- b. Development of Strategies and Actions
 - b.1. Proposed list of Plan strategies and actions
 - b.2. Analysis of Plan actions (impact, cost, co-benefits, staff resources, budget, etc.)
 - b.3. Final list of Plan strategies and actions

2. Other As Needed Technical Assistance

Provide other technical assistance to aid the City as requested at an hourly rate.

Project Schedule:

Work is to commence on an agreed upon date. The first draft of the Plan is due August 2025. The final draft is due October/November 2025. The updated Plan will be presented to the Redmond City Council for adoption by end of 2025.

Please provide a work schedule with your proposal to allow for adequate notification and staff scheduling during the performance of this work. The work schedule is to include all proposed major milestones.

Budget Estimate

The total budget for this scope of work is up to \$140,000.

Bid Questions:

Please email all your bid-related question to Heidi Johnson at hjohnson@redmond.gov no later than 2:00PM (PST) on Friday, January 10, 2025.

Proposed Timeline

The following table outlines the anticipated schedule for this RFP process. The City reserves the right to modify or reschedule milestones as necessary.



Item	Date
RFP Announced	December 18, 2024
Proposals Due	January 16, 2025
Evaluation of Proposals	January 2025
Interviews (optional at City discretion)	January 2025
Consultant Selected	February 2025
Contract Negotiation	February 2025
City Council Approval (if required)	February 2025
Main Task Order Timeframe	1Q 2025 to 4Q 2025

Proposal Due Date/Time

2:00PM (local time) on Thursday, January 16, 2025. The City must receive proposals no later than said date and time.

Proposal Submittal Procedures

City of Redmond now utilizes DocuSign for the electronic submittal of bids and proposals. This service is free of charge for bidders and does not require that a bidder have a DocuSign account to complete the signature process. Please refer to the instructions shared in the online posting for this RFP on www.redmond.gov/bids for step-by-step instructions for submitting a proposal.

The City of Redmond must receive electronically submitted proposals no later than said date and time. Responses received after such time will be returned unopened. By submitting a proposal, respondents acknowledge their satisfaction as to the size, scope and location of the work to be performed.

Response Requirements & Format

All costs for developing a response to this RFP are the obligation of the respondent and are not chargeable to the City. The respondent must bear all costs associated with the preparation of the submittal and of any oral presentation requested by the City. All responses and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the below listed City agent(s). Proposals cannot be withdrawn after the published close date.

Proposals must include all information requested and meet all specifications and requirements outlined in this RFP. The following submittals must be part of your proposal; if any are not included, your proposal may be judged as non-responsive. A committee will evaluate the submitted proposals. During the evaluation process, the City reserves the right to request additional information or clarification from consultants responding to this RFP. A complete response should be **no more than 10-pages** (page limit does include cover page and the table of contents if included, but does not include Appendix items such as team member resumes and work samples):



A complete response will include:

Executive Summary & Overall Approach - Summarize your proposal and include your firm's qualifications and contact information. The summary should discuss your overall approach, understanding of identified work, and your strategy for completing the work.

- 1) Experience & Capabilities - Describe your level of industry experience and capabilities/expertise in the proposed services and tools. Identify the individual you propose to assign as principal and any associate(s); include resume and relevant work (sample sites) for each member.
- 2) Pricing Methodology - Provide price estimate including number of hours, hourly rate of all named team members and total cost, as identified in the Scope of Work. Any expenses that are to be included as part of your proposal must be listed as separate line items and must include both the total anticipated expenses to be claimed and nature of the expenses (such as: office supplies, lodging, meals, etc.).
- 3) Project Schedule - Include a proposed timeline for completion of each deliverable, as identified in the Scope of Work. It is anticipated that the term of the project is as needed for the stated deliverables.
- 4) References and Work Samples - Include a list of references (with contact name and telephone number) of at least three (3) projects completed within the last two years. The City reserves the right to contact references without prior notification.
- 5) Subconsultants - If any service is supplied by a partner or 3rd party, identify the source service provider(s), as specified in the Scope of Work.
- 6) Business Name - Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and **must be signed** by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal. A corporation must indicate place and date of incorporation.
- 7) Business License - Provide a statement to the effect that you understand and agree to obtain a City of Redmond business license as a requirement for performing these services. A city business license application can be found at: <http://www.redmond.gov/BusinessLicense>. If your place of business is not located within the City limits, but you or your agents will be physically coming into the City to conduct business, call on clients, or provide services, you will need a Redmond business license.
- 8) Valid Time Period - Provide a statement indicating the number of calendar days the proposal shall be valid (the City's minimum number of days is 60).

Selection and Award

All interested parties are requested to provide a response containing all required elements herein to the



City by the deadline given. A selection committee will review and evaluate all proposals, with the intention of selecting a Consultant who provides a proposal that, in the opinion of the City, provides the best value (receives the highest score, as determined by the evaluation criteria listed below). If the selection committee so chooses, respondents may be invited for an interview to supplement their submission.

The City reserves the right to award this contract to one or two highest qualified consultants, depending on the needs of the project and the evaluation of proposals received.

Evaluation Criteria	Weight
Project Approach - develop a project-specific approach to managing and delivering this project.	30
Relevant Project Experience - demonstrate Consultant/team experience with relevant projects similar in scope and size. Emphasis is placed on both the Lead Consultant's experience and on the number of months/years the same consultant team/staff has worked together.	25
Qualifications - show a comprehensive organizational chart (or similar explanation of team member roles and responsibilities), including summaries of key team members. Team member qualifications, particularly those of Lead Consultant, are important.	15
Project Understanding - demonstrate project understanding, including how the team plans to address challenges unique to this project.	15
Proposed Fees/Cost.	15
TOTAL	100 pts

During evaluation, the City may consider the following:

- References - history of errors and omissions via reference checks
- Quality of previous performance
- Ability to meet contract deadlines
- Staff availability for the project
- Responsiveness to solicitation requirements
- Compliance with statutes and rules relating to contracts or services
- Strength and stability of the firm

The City reserves the right to reject any or all proposals and to waive any irregularities or information in the evaluation process. The final decision is at the City's sole discretion and respondents to this request have no appeal rights or procedures guaranteed to them.



The City reserves the right to re-evaluate consultants who were not originally short-listed at any time before the determination of a finalist is made. Upon notification of an intent to award, the City reserves the right to limit the period of contract development to thirty (30) days, after which time project award may be rescinded. The City has the option not to award a contract at the end of this process.

Terms and Conditions

The City reserves the right to amend terms of this RFP to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort firms may have spent on their responses. Terms of the agreement are outlined in this solicitation and include the following documents, which are incorporated herein by this reference:

- RFP 10856-24
- Attachment A, Consulting Services Agreement (boilerplate)

Contracting notice:

Upon selection of Consultant, the City intends to enter into an agreement using its standard Consulting Services Agreement which shall be used to secure these services. A copy of this document is attached, as Attachment A and will be the governing document. No changes or deviations from the terms set forth in this document are permitted without the prior approval of the City.

Performance Criteria

Consultant shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance/service against the Consultant shall be documented by the City and submitted to the Consultant for corrective action. Continued poor performance shall be deemed a breach of City requirements and shall be the cause for immediate termination of services.

Proposed Personnel

Consultant agrees to provide all professional staff necessary to perform the scope of work, including key individuals named in Consultant's proposal. These key personnel shall remain assigned for the duration of the contract, unless otherwise agreed to in writing by the City. In the event Consultant proposes to substitute any key personnel, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The City shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The City shall not unreasonably withhold approval of staff changes.

Insurance

Consultant must maintain insurance as outlined in the Consulting Services Agreement (Attachment A). Prior to performing any services, Consultant shall provide the City a standard ACORD Form 25 Certificate of Insurance, naming the City as Additional Insured. Failure of the City to demand such certificate or failure of the City to identify a deficiency in the insurance documentation shall not be construed as a waiver of Consultant's obligation to maintain such insurance.



Invoicing and Payment

Consultant may invoice the City no more frequently than once per month for work completed. Invoices shall contain an itemized listing of all expenses. The City will make payment to Consultant within thirty (30) days after receipt and approval of said invoices. Invoices shall be delivered to:

City of Redmond
Accounts Payable, M/S: 3SFN
P.O. Box 97010
Redmond, WA 98073-9710
accountspayable@redmond.gov

Public Disclosure Notice

Proposals that are submitted in response to this Invitation to Bid or Request for Proposal are subject to public release under the Washington State Public Records Act, chapter 42.56 RCW ("PRA"). Respondents are strongly encouraged to avoid including confidential and/or proprietary information in their proposals. If a respondent includes confidential and/or proprietary information in its proposal, and wishes for the City to withhold it from public release under RCW 42.56.070(1), the respondent's submission should: (a) clearly identify which information should be withheld, (b) cite the legal authority that allows the City to withhold such information, and (c) explain in detail why the information is exempt from release under the PRA. Marking an entire proposal as confidential and/or proprietary will NOT be accepted or honored and may result in disqualification of the proposal. If the City receives a PRA request for a proposal that contains information, which a respondent has identified in whole or in-part as exempt from release, the City will review the proposal and then determine whether the information must be released under the PRA based solely on the information provided by the respondent.

Cooperative Purchasing

The City has entered into intergovernmental (interlocal) purchasing agreements pursuant to RCW 39.34 with other Washington agencies under which either party may make purchases at the other party's accepted bid price. By submitting an offer, the respondent agrees to make the same bid terms and price, exclusive of freight, available to other Washington governmental agencies. Only those public agencies that have complied with the requirements outlined in RCW 39.34 are eligible to use this contract. Further, the public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the public agency in question. A purchase by a public agency shall be affected by a purchase order from the public agency, directed to the Consultant or other party contracting to furnish goods or services to the City. The City of Redmond will not accept responsibility for purchase orders issued by other public agencies.

This offer of cooperative purchasing shall be extended by the Consultant to cover the City's contract duration (for any subsequent purchase orders/contracts resulting from this RFP) or 60 days post award (for one-time purchases).



Non-Collusion

By submission of this proposal, respondent and each person signing on behalf of respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (1) The prices of this proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or competitor, for the purposes of restricting competition or as to any matter relating to price. (2) Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by respondent and will not be disclosed by respondent directly or indirectly to any other respondent or competitor before proposals are opened. (3) No attempt has been made or will be made by the respondent to induce any other person, partnership or corporation to submit or not to submit a proposal on any portion of the project work. If collusion is uncovered, the City maintains the right to reject all proposals from implicated parties

Governing Law and Venue

In the event of litigation, the submittal documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be with the appropriate state or federal court located in King County.

Bid Protest

Respondents have the right to protest certain decisions in contract solicitation, selection and award processes made by the City. The City will consider protests alleging to issues related to: (1) A matter of bias, discrimination or conflict of interest, (2) Errors in computing score (3) Non-compliance with procedures described in the solicitation or City policy.

All protests shall be in writing and clearly state that the respondent is submitting a formal protest. Protests must be emailed to the RFP content contact listed below. Bid Protests will not be accepted later than two (2) business days after respondents are notified of award details. The City's Technical Contact and RFP Content Contact will review any protest and respond to protestor within ten (10) business days. The City may request additional time if needed. Protestor and the other respondents will be notified in writing if protest results in a change to award details and/or protest results in a new solicitation process.

Americans with Disabilities Act (ADA) Information

The City of Redmond in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 will make every reasonable effort to provide equal opportunity to submit qualifications in response to this request. Visit <http://redmond.gov/ADA> for more information. This material can be made available in an alternate format by contacting the Customer Service Center at info@redmond.gov or 425-556-2900, option 7.

Title VI Statement

The City of Redmond in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of



Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award. Visit <http://redmond.gov/TitleVI> for more information.

Questions/Inquiries

Please direct any questions concerning this RFP or the City’s requirements to the City agent(s) listed below. No other City official or employee is empowered to speak for the City with respect to this request. Information obtained from any other source shall not be binding and may disqualify your response.

RFP Content:

Heidi Johnson
Sr. Purchasing Agent
Email: hjohnson@redmond.gov
Tel: 425-556-4201

MS: 3NFN
15670 NE 85th Street
PO Box 97010
Redmond, WA 98073-9710





Memorandum

Date: 2/25/2025

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

File No. CM 25-104

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425.556.2427
Public Works	Aaron Bert	425.556.2786

DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
Public Works	Amy Kim	Project Manager

TITLE:

Acceptance of the Association of Washington Cities Energy Audit Grant to Inform Energy Upgrades and Renovations at the Public Safety Building, in the Amount of \$72,500

OVERVIEW STATEMENT:

The City of Redmond has been awarded an Energy Audit Grant in the amount of \$72,500 from the Association of Washington Cities. This grant provides funding for energy audits of publicly owned buildings that are required to comply with the Clean Buildings Performance Standard (CBPS). The grant will support an energy audit of the Public Safety Building.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Strategic Plan, Environmental Sustainability Action Plan (ESAP), Climate Emergency Declaration, Redmond 2050
- **Required:**
The City Council must approve grant acceptance.
- **Council Request:**
N/A
- **Other Key Facts:**

The energy audit must be complete by June 30, 2025.

This grant compliments a \$26,500 energy audit grant from the Washington Department of Commerce. Between both funding sources, the PSB energy audit costs will be fully grant funded.

OUTCOMES:

Work completed under this grant will inform energy improvements at the Redmond Public Safety Building and support compliance with Washington’s Clean Buildings Performance Standard. Additionally, the work will implement ESAP Initiative B2 (*Advance Green Building within City Facilities*).

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

\$72,500 in grant funding to support energy upgrades and retrofits.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

CIP Project ID 2336

Budget Priority:

Capital Improvement Strategy

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

If yes, explain:

N/A

Funding source(s):

Grant funds

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/4/2025	Business Meeting	Approve

Time Constraints:

The energy audits must be complete by May 31, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A - Grant Agreement

**Subgrant Agreement with
City of Redmond**

through

AWC Energy Audit Grant Program

Subgrant Number: EAG25-05

For Energy Audits of City-owned Buildings



The Energy Retrofits and Solar Power for Public Buildings program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

Monday, July 1, 2024

AWC Energy Audit Grant Program

1. Subgrantee City of Redmond		2. Subgrantee Doing Business As (as applicable)	
3. Subgrantee Representative Jenny Lybeck Environmental Sustainability Program Manager Jlybeck@redmond.gov		4. AWC Representative Brianna Morrin Legislative Policy Analyst Briannam@awcnet.org	
5. Subgrant Amount \$72,500	6. Start Date July 1, 2024	7. End Date May 31, 2025	
8. Uniform Business Identifier 176-000-016			
9. Subgrant Purpose The purpose of the grant is to: <ul style="list-style-type: none"> • Assist cities who own Tier 1 and Tier 2 covered buildings in completing energy audits. • Collect data on the costs for cities to comply with the state’s Clean Buildings Performance Standard (CBPS). <p>AWC and the Subgrantee, as defined above, acknowledge and accept the terms of this Subgrant and attachments and have executed this Subgrant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subgrant are governed by this Subgrant and the following other documents incorporated by reference: Subgrantee General Terms and Conditions including Attachment “A” – Scope of Work; Attachment “B” – Budget & Budget Narrative; Attachment “C” – Reporting Requirements.</p> <p>This Subgrant shall be effective upon signature by both Parties (“Start Date”). The term (“Term”) of this Subgrant shall begin on the Start Date and end on the End Date. This Subgrant shall remain in effect until such time as it is terminated as provided herein.</p>			
FOR SUBGRANTEE Malisa Files, Chief Operating Officer Date		FOR AWC Deanna Dawson, CEO Date	

Special terms and conditions

1. SUBGRANT MANAGEMENT

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

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

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

This Subgrant is funded through grant funds provided to the AWC from the Washington State Department of Commerce (“Commerce”) from Washington’s Climate Commitment Act (“CCA”) appropriated pursuant to Sec. 1002. 2023 c 474 s 1007, providing funding for 2023-25 Energy Retrofits and Solar Power for Public Buildings to the AWC to fund energy audits on city-owned tier 1 and tier 2 covered buildings and collect and manage data on the costs for cities to comply with the requirements of RCW 19.27A.210 and 19.27A.250. This Subgrant is funded in whole by funds provided to AWC under the CCA pursuant to Commerce Grant Number 24-92601-012, dated July 29, 2024 (the “Commerce Grant”), as a subgrant of the Commerce Grant,

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

“The Energy Retrofits and Solar Power for Public Buildings program is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

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

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

3. COMPENSATION

Funds under this Subgrant may only be used to pay for eligible services described in the AWC-approved Scope of Work (Attachment A). AWC shall pay, solely from and to the extent of funds received from Commerce under the Commerce Grant, an amount not to exceed \$72,500 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work (Attachment A), within the Budget (Attachment B). Subgrantee’s compensation for services rendered shall be based on the terms of the Scope of Work and Budget (Attachment B). If Subgrantee is unable to meet the requirements of this Subgrant for any reason during the Term of the Subgrant, the Subgrantee shall immediately notify AWC to negotiate a revised Scope of Work and Budget subject to AWC’s approval.

In the event state funds appropriated for the Scope of Work contemplated under this Subgrant are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of Commerce, and the parties hereto shall meet and renegotiate the Subgrant accordingly.

AWC makes no commitment of future support of Subgrantee and assumes no obligation for future support of the Scope of Work except as specifically provided for in this Subgrant.

4. BILLING PROCEDURES AND PAYMENT

AWC will pay Subgrantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC. Final invoices for the state fiscal year ending June 30 may be due sooner; AWC will provide notification of the end of fiscal year due date.

The invoice, including any attachments to the invoice, shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. If Commerce requires any additional detail, including any additional documentation, regarding work performed, progress of the project and fees, Subgrantee shall provide such additional detail and documentation. Each invoice shall include a "Cost Certification" of an Authorized Representative of the Subgrantee that invoiced amounts include only eligible amounts under this Subgrant and that Subgrantee has satisfied all requirements in the Scope of Work due to date.

The invoice shall include the Grant Number EAG25-05. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subgrantee.

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

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

Duplication of billed costs

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

Disallowed costs

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

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

5. SUBGRANTEE DATA COLLECTION

Subgrantee will submit reports, in a form and format to be provided by AWC, regarding work under this Subgrant performed by subgrantees and the portion of Subgrant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

Subgrantee shall provide reports to AWC as set forth in the Reporting Requirements (Attachment C)

6. SUBGRANTEE'S PROPRIETARY INFORMATION

The Subgrantee acknowledges that AWC is subject to chapter 42.56 RCW, the Public Records Act, and AWC acknowledges that the Subgrantee is subject to Chapter 42.56 RCW, the Public Records Act, and that this Subgrant will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by the Subgrantee to be Proprietary Information must be clearly identified as such by the Subgrantee. To the extent consistent with chapter 42.56 RCW, AWC will maintain the confidentiality of the Subgrantee's information in its possession that is marked Proprietary. If a public disclosure request is made to view the Subgrantee's Proprietary Information, AWC will notify the Subgrantee of the request and of the date that such records will be released to the requester unless the Subgrantee obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Subgrantee fails to obtain the court order enjoining disclosure, AWC will release the requested information on the date specified.

7. INSURANCE

The Subgrantee shall provide insurance coverage as set out in this section or shall provide self-insurance as set forth in Section 8. The intent of the required insurance is to protect AWC should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Subgrantee or agents of

either, while performing under the terms of this Subgrant. Failure to maintain the required insurance coverage may result in termination of this Subgrant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name AWC, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Subgrantee shall provide AWC thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Subgrantee shall submit to AWC within fifteen (15) calendar days of a written request by AWC, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Subgrant, if required or requested, the Subgrantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Subgrantee shall provide, at AWC's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that AWC will be provided thirty (30) days' advance written notice of cancellation.

The Subgrantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Subgrant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subgrant activity but no less than \$1,000,000 per occurrence. Additionally, the Subgrantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Cyber Liability Insurance: The Subgrantee shall maintain Cyber Liability Insurance. The Subgrantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Subgrantee and licensed staff employed or under contract to the Subgrant. AWC, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Subgrant involves the use of vehicles, owned or operated by the Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Subgrantee shall maintain Professional Liability or Errors and Omissions Insurance. The Subgrantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Subgrantee and licensed staff employed or under Subgrant to the Subgrantee. AWC, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Subgrantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Subgrant shall be \$100,000 or the highest of planned reimbursement for the Subgrant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name AWC Commerce as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Subgrant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name AWC and Commerce as beneficiary.

8. SELF-INSURANCE PROGRAMS

Subgrantees may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subgrant insurance requirements or as is customary to the contractor or Subgrantee's business, operations/industry, and the performance of its respective obligations under this Subgrant.

AWC may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subgrantee provides: (1) a description of its self-insurance program, and

(2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations. Subgrantees participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. AWC, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

9. FRAUD AND OTHER LOSS REPORTING

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

10. ORDER OF PRECEDENCE

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

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

General terms and conditions

1. DEFINITIONS

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

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

2. ACCESS TO DATA

The Subgrantee shall provide access to data generated under this Subgrant to AWC, Commerce, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subgrantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Subgrant shall be made by AWC.

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Subgrantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Subgrant, nor any claim arising under this Subgrant, shall be transferred or assigned by the Subgrantee without prior written consent of AWC.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Subgrant, in the event of litigation or other action brought to enforce Subgrant terms, each party agrees to bear its own attorneys' fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Subgrantee by AWC that is designated as "confidential" by AWC;
 - ii. All material produced by the Subgrantee that is designated as "confidential" by AWC; and
 - iii. All Personal Information in the possession of the Subgrantee that may not be disclosed under state or federal law.

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

10. CONFLICT OF INTEREST

Subgrantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Subgrantee must comply with the following minimum requirements:

- D. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subgrantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Subgrantees or parties to subcontracts and must comply with Chap. 42,23 RCW. However, Subgrantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subgrantee.
- E. If the Subgrantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Subgrantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Subgrantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. COPYRIGHT

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

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

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

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

12. DISPUTES

In the event that a dispute arises under this Subgrant, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options. In the event that a dispute arises under the Commerce Grant, Subgrant shall cooperate with AWC in resolving the dispute thereunder, providing documentation and other information as requested by AWC. In the event that Commerce seeks to enforce Subgrant's obligations hereunder, Subgrantee shall use its best efforts to amicably resolve such dispute, including use of alternative dispute resolution options.

13. DUPLICATE PAYMENT

AWC shall not pay the Subgrantee, if the Subgrantee has charged or will charge the State of Washington or any other party under any other Subgrant or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

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

15. INDEMNIFICATION

To the fullest extent permitted by law, the Subgrantee shall indemnify, defend, and hold harmless the state of Washington, Commerce, AWC, agencies of the state and all officials, agents and employees of the state and AWC, from and against all claims for injuries or death arising out of or resulting from the performance of the Subgrant. "Claim" as used in this Subgrant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Subgrantee's obligation to indemnify, defend, and hold harmless includes any claim by Subgrantee's agents, employees, representatives, or any subgrantee or its employees.

The Subgrantee's obligation shall not include such claims that may be caused by the sole negligence of the State or AWC or their agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, AWC or their agents or employees and (b) the Subgrantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subgrantee or its subgrantees, agents, or employees.

The Subgrantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE SUBGRANTEE

The parties intend that an independent Subgrantee relationship will be created by this Subgrant. The Subgrantee and its employees or agents performing under this Subgrant are not employees or agents of the state of Washington, Commerce, or AWC. The Subgrantee will not hold itself out as or claim to be an officer or employee of Commerce, AWC, or of the state of Washington by reason hereof, nor will the Subgrantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Subgrantee.

17. INDUSTRIAL INSURANCE COVERAGE

The Subgrantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Subgrantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, AWC may collect from the Subgrantee the full amount payable to the Industrial Insurance Accident Fund. AWC may deduct the amount owed by the Subgrantee to the accident fund from the amount payable to the Subgrantee by AWC under this Subgrant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Subgrantee.

18. LAWS

The Subgrantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

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

20. LIMITATION OF AUTHORITY

Only the Chief Executive Officer of AWC or the CEO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subgrant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Subgrant is not effective or binding unless made in writing and signed by the Authorized Representative and the Chief Executive Officer of AWC or the CEO's delegate.

21. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Subgrant, the SUBGRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: SUBGRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, SUBGRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which SUBGRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Subgrant shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Subgrant.

- B. Obligation to Cooperate.** SUBGRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that SUBGRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- C. Default.** Notwithstanding any provision to the contrary, AWC or COMMERCE may suspend SUBGRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until AWC and COMMERCE receive notification that SUBGRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event SUBGRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), AWC or COMMERCE may terminate this Subgrant in whole or in part, and SUBGRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. SUBGRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- D. Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Subgrant termination or suspension for engaging in discrimination, SUBGRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Subgrant and the replacement or cover Subgrant and all administrative costs directly related to the replacement Subgrant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. SUBGRANTEE may also be required to repay subgrant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. AWC shall have the right to deduct from any monies due to SUBGRANTEE or subcontractor, or that thereafter become due, an amount for damages SUBGRANTEE or subcontractor will owe AWC for default under this provision.

22. PAY EQUITY

The Subgrantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Subgrantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Subgrant may be terminated by the AWC, if AWC, Commerce, or the Department of Enterprise Services determines that the Subgrantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Subgrantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Subgrantee agrees not to publish or use any advertising or publicity materials in which the state of Washington, AWC, or Commerce's name is mentioned, or language used from which the connection with the state of Washington's, AWC's or Commerce's name may reasonably be inferred or implied, without the prior written consent of AWC.

25. RECAPTURE

In the event that the Subgrantee fails to perform this Subgrant in accordance with state laws, federal laws, and/or the provisions of this Subgrant, AWC reserves the right to recapture funds in an amount to compensate AWC for the noncompliance (including recaptured amounts AWC is required to provide to Commerce under the Commerce Grant) in addition to any other remedies available at law or in equity.

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

26. RECORDS MAINTENANCE

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

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

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

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Subgrantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Subgrantee shall provide right of access to its facilities to AWC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subgrant.

29. SAVINGS

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

30. SEVERABILITY

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

31. SITE SECURITY

While on AWC premises, Subgrantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Subgrantee may only subgrant/subcontract with an outside Agent contemplated under this Subgrant if it obtains the prior written approval of AWC.

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

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

Every subgrant/subcontract shall include a term that AWC, Commerce, and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

33. SURVIVAL

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

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Subgrantee's income or gross receipts, any other taxes, insurance or expenses for the Subgrantee or its staff shall be the sole responsibility of the Subgrantee.

35. TERMINATION FOR CAUSE

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

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

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

The rights and remedies of AWC and Commerce provided in this Subgrant are not exclusive and are, in addition to any other rights and remedies, provided by law or in equity, including terminating the Subgrant and/or instituting and prosecuting any proceeding at law or in equity to abate, prevent, or enjoin any such violation or to compel specific performance by Subgrantee of its obligations hereunder.

36. TERMINATION FOR CONVENIENCE

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

37. TERMINATION PROCEDURES

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

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

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

After receipt of a notice of termination, and except as otherwise directed by Commerce or the AWC, the Subgrantee shall:

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

38. TREATMENT OF ASSETS

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

- A. Any property of AWC or Commerce furnished to the Subgrantee shall, unless otherwise provided herein or approved by AWC or Commerce, as applicable, be used only for the performance of this Subgrant.
- B. The Subgrantee shall be responsible for any loss or damage to property of AWC or Commerce that results from the negligence of the Subgrantee or which results from the failure on the part of the Subgrantee to maintain and administer that property in accordance with sound management practices.
- C. If any AWC or Commerce property is lost, destroyed or damaged, the Subgrantee shall immediately notify AWC or Commerce, as applicable, and shall take all reasonable steps to protect the property from further damage.
- D. The Subgrantee shall surrender to AWC all property of AWC and shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this Subgrant.
- E. All reference to the Subgrantee under this clause shall also include Subgrantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

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

40. THIRD PARTY BENEFICIARY

Commerce is a third-party beneficiary of this Subgrant and shall have the right to enforce this Subgrant directly against the Subgrantee.

Attachment A: Scope of Work

Background

The purpose of the grant is to assist cities who own Tier 1 and Tier 2 covered buildings in completing energy audits and collecting data on the costs for cities to comply with the state's Clean Buildings Performance Standard (CBPS).

AWC will fully or partially fund eligible Tier 1 and Tier 2 buildings, based on availability of funding. Funding will be awarded only for the cost of the audit, on a reimbursement basis.

Subgrantee responsibilities

The subgrantee will contract with a qualified energy auditor to conduct an energy audit of the city's qualifying buildings and submit reporting materials and invoicing as outlined in Attachment C.

The audit will contain a detailed analysis of the existing systems. The audit will include an evaluation of the economic performance and investment value of the EEMs (payback calculation and/or LCCA), which will meet the requirements of the CBPS.

- The auditor must be a qualified energy auditor, per Commerce's specifications:
 - A person acting as the auditor of record, having training, expertise, and three years professional experience in building energy auditing, and any one of the following:
 - A licensed professional architect or engineer
 - A Building Energy Assessment Professional (BEAP) certified by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
 - A Certified Energy Auditor (CEA) certified by the Association of Energy Engineers (AEE)
- The auditor must complete an energy audit in accordance with Section 8 of the Washington State CBPS. The audit must:
 - Include an audit summary in accordance with Normative Annex Z6.4 Form D of the Washington State CBPS.
 - Verify energy savings calculations of each EEM.
 - Verify that the combined savings of multiple EEM accounts for interactive effects.
 - Verify individual EEM costs evaluated by the energy audit.
 - Certify that the energy savings of the package of EEMs meets or exceeds projected energy savings in accordance with Section 9 of the CBPS.
 - For Tier 1 buildings that will not meet the EUIt and will be pursuing compliance through the investment criteria, the energy audit shall be an ASHRAE level 2 audit and include a life cycle cost analysis of all evaluated EEMs in accordance with Normative Annex X of the CBPS.
 - For Tier 1 buildings, the audit will identify opportunities for EEMs that, if implemented, would either meet the EUIt for the building or meet the investment criteria requirements of Normative Annex X of the CBPS.
- The auditor must complete a building improvement plan that includes:
 - A description of each Tier 1 or Tier 2 covered building and the building's systems including the physical address, building owner authorized representative name and contact information, and, for Tier 1 buildings, the CBPS Building ID.
 - The baseline energy consumption for each facility, including the data, methodology and variables used to compute the baseline, and the baseline calendar period. The calendar period must not be shorter than twelve consecutive months and shall be from within the previous 2 years prior to the energy audit.
 - Recommendations for replacement of existing equipment, along with recommendations for improvements to existing equipment and operating conditions (EEMs).
 - For Tier 1 buildings, the recommended EEMs to be installed in order to achieve compliance with the EUIt or if complying through the investment criteria.
 - The auditor shall check with the utility provider and provide rebate recommendations that align with identified EEMs.
 - The standards of comfort and service appropriate for the facility.

- The estimated energy savings and energy cost savings that are expected from the installation of the energy efficiency equipment, and an explanation of the method or methods used to make the estimate.
- The maximum allowable construction cost, itemized in detail.
- Energy Use Intensity Calculations (Form C). Energy Star Portfolio Manager account for energy benchmarking, except buildings unable to meet Section 5.2, "Building Energy Monitoring" as referenced in Section Z6.3 of the CBPS.
- For Tier 1 buildings, Energy Audit Forms (Form D) (Z6.4.1) and for buildings seeking compliance through the investment criteria, Annex X, Investment Criteria Tool (Form F) (Z6.5).

The energy auditor will send the city the finalized audit and the building improvement plan.

The subgrantee will complete an energy audit of the city-owned public building located at 8701 160th Ave. NE, Redmond, WA 98052.

Attachment B: Budget

Budget

Grant amount: \$72,500

Budget narrative

Grant funds will be used as follows:

\$72,500 will be used for an energy audit of the city-owned public building located at 8701 160th Ave. NE, Redmond, WA 98052.

Funds will be used to pay the costs of energy audits by a qualified energy auditor.

Attachment C: Reporting Requirements

No later than May 31, 2025, the city must submit the following to AWC:

Audits of Tier 1 buildings:

- Invoice demonstrating payment for the audit
- A completed building improvement plan for each building included in the audit, including:
 - Compliance pathway, if applicable
 - Performance metric for each building
 - Estimated cost of meeting the Energy Performance Metric
 - Estimated cost of developing and implementing an energy management plan, as required by the CBPS
 - Estimated cost of developing and implementing an operations and maintenance program, as required by the CBPS
- A completed Form D Audit Report

Audits of Tier 2 buildings:

- Invoice demonstrating payment for the audit
- A completed building improvement plan for each building included in the audit, including:
 - The identified Energy Efficiency Measures (EEMs)
 - Range of estimated costs to implement the EEMs
 - Estimated cost of developing and implementing an energy management plan, as required by the CBPS
 - Estimated cost of developing and implementing an operations and maintenance program, as required by the CBPS

All work must be completed, and reports and reimbursement requests submitted, no later than May 31, 2025.



Memorandum

Date: 2/25/2025

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

File No. CM 25-117

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425.556.2427
Public Works	Aaron Bert	425.556.2786

DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
Public Works	Amy Kim	Project Manager

TITLE:

Acceptance of the Washington Department of Commerce Clean Buildings Program Grant to Fund Lighting Upgrades at City Hall, in the Amount of \$40,000

OVERVIEW STATEMENT:

The City of Redmond is anticipating notification of a possible Clean Buildings grant award in the amount of \$40,000 from the Department of Commerce. This grant provides funding for energy efficiency improvements of Tier 1 and Tier 2 publicly owned buildings that are required to comply with the Clean Buildings Performance Standard (CBPS). If awarded, the grant will fill funding gaps and allow the City to complete a comprehensive lighting upgrade at City Hall to support compliance with the CBPS.

This item was proactively added to the PES agenda due to the aggressive grant timeline. The City anticipates hearing from the Department of Commerce by February 24, 2025. If the City has not received notification or is not awarded the grant, this item will be pulled from the February 25, 2025 PES meeting agenda.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Strategic Plan, Environmental Sustainability Action Plan (ESAP), Climate Emergency Declaration, Redmond 2050

- **Required:**
The City Council must approve grant acceptance.
- **Council Request:**
N/A
- **Other Key Facts:**
 - The energy upgrades must be complete by June 30, 2025.
 - Energy upgrades are anticipated to lower the City Hall Energy Use Intensity and bring the facility into compliance with the Clean Buildings Performance Standard.

OUTCOMES:

Work completed under this grant will support compliance with Washington’s Clean Buildings Performance Standard, reduce operating costs, and reduce energy waste. Additionally, the work will implement ESAP Initiative B2 (*Advance Green Building within City Facilities*).

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total project cost: \$764,062

Total incentives: \$108,717 anticipated from Puget Sound Energy incentives

Grant funds: \$40,000 in Department of Commerce Clean Buildings Program grant funds

City of Redmond budget: \$615,345

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

CIP Project ID 2336

Budget Priority:

Capital Improvement Strategy

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

If yes, explain:

N/A

Funding source(s):

Grant funds

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/4/2025	Business Meeting	Approve

Time Constraints:

The lighting upgrades must be complete by June 30, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A - Template Grant Agreement

EXAMPLE CONTRACT – FOR REVIEW ONLY



Grant Agreement with

Please enter the Entity/Business Name of Grantee Organization

through

Click or tap here to enter text.

Grant Number:

Please enter Grant Number

For

Provide Project Title/ Primary Grant Purpose in 25 words or less

Dated: Please enter start date of grant

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8 Special Terms and Conditions

1. GRANT MANAGEMENT

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

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

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

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

“The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$ _____ for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget.

EXPENSES

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$ _____, which amount is included in the Grant total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT

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

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number _____.

Except for approved indirect costs, if any, a receipt must accompany any single expense in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

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

5. SUBGRANTEE DATA COLLECTION

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

6. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any

insurance cancellation, non-renewal or modification.

The Contractor shall submit a certificate of insurance to COMMERCE which outlines the coverage and limits defined in this insurance section within fifteen (15) calendar days of a written request by COMMERCE. The certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation. During the term of this Contract, if requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

DO NOT send insurance certificates to COMMERCE unless requested by COMMERCE. Any certificates received by mail will be returned to sender unless the certificate identifies the contract number, contract manager name, and/or program name to which it applies.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Cyber Liability Insurance: The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

7. **FRAUD AND OTHER LOSS REPORTING**

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

8. **ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet listed within order of attached.

9 General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. **CONFLICT OF INTEREST**

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B. If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. **COPYRIGHT**

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

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

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

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

12. **DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

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

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

18. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

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

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

22. PAY EQUITY

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE’s name is mentioned, or language used from which the connection with the state of Washington’s or COMMERCE’s name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

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

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

26. RECORDS MAINTENANCE

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

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

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

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

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

30. SEVERABILITY

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

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Grantee may only subgrant/subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

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

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to

comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

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

33. SURVIVAL

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

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

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

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

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

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

36. TERMINATION FOR CONVENIENCE

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

37. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to

agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

38. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further

damage.

- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E.** All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

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

10 Attachment A: Scope of Work

Attachment A

11 Attachment B: Budget



Memorandum

Date: 2/25/2025

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

File No. CM 25-106

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Darcey Rayner Shepard	Park Operations Manager
Parks	David Tuchek	Deputy Director Parks

TITLE:

Community Garden Update

OVERVIEW STATEMENT:

Update on Community Gardens

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
PARCC Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
Brief update on the Community Garden expansion at Anderson Park.

OUTCOMES:

Community gardens were identified as a high need in the 2017 and 2022 PARCC Plan update. These were prioritized in the 2023-2024 budget process in response to our growing community and increased demands, particularly in the downtown core. Additional garden beds were installed and opened at Juel Park for the 2024 growing season and

planning and ordering of supplies for the Anderson Park expansion began summer 2024. The community garden at Anderson Park will be open for the 2025 growing season.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
2022-2024
- **Outreach Methods and Results:**
Information gathered from the 2017 PARCC Plan, the 2022 PARCC Plan update, and surveys at Derby Days.
- **Feedback Summary:**
The feedback was overall supportive and appreciative of expansion at both locations, with downtown being an area with highest needs.

BUDGET IMPACT:

Total Cost:

Community Gardens 2023-2024 Budget: \$77,500

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

CIP

Budget Priority:

Healthy & Sustainable

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

If yes, explain:

N/A

Funding source(s):

CIP

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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Date: 2/25/2025

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

File No. CM 25-106

Type: Committee Memo

10/22/2024	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
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Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A- Community Garden Update

Community Gardens Update

Overview

The Community Garden Expansion project was implemented to meet growing community needs. This initiative was identified in the 2017 and 2022 PARCC Plans, which were prioritized with funding in the 2023-2024 budget. The first expansion came to Juel Park in winter 2023/spring 2024. The second installment is at Anderson Park and will open spring 2025, in time for the growing season.



Features

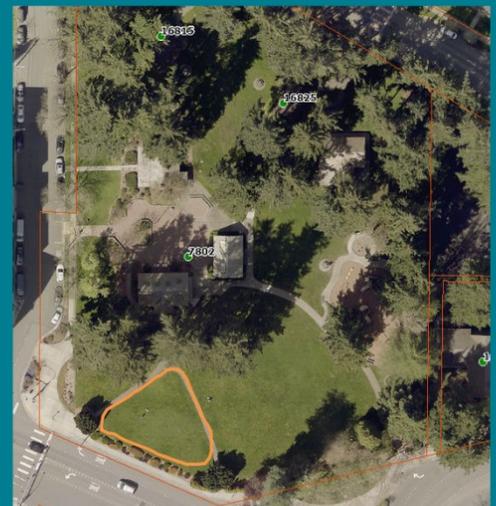
- Serves downtown core
- 400+ square feet of pollinator gardens
- Seed library
- Community Harvest & Gathering Table
- 6 Accessible Raised Beds
- 20 Standard Raised Beds
- 2 Storage Sheds
- Seating



Pollinator Gardens



Juel Community Gardens



Anderson Garden Location



Memorandum

Date: 2/25/2025

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

File No. CM 25-079

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files, COO	425-556-2166
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DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:

Respect, Equity, Diversity and Inclusion (REDI) Phase II Overview

OVERVIEW STATEMENT:

In January, Council approved a contract with the Edge Advisory Group to continue the City’s REDI work. The contract covers three specific tasks, including respect roll out and adoption, building an equity program, and management training. The team that will be helping in those three areas will brief Council on their approach and Council’s role in the continuing REDI work.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
REDI Strategic Plan
- **Required:**
N/A
- **Council Request:**
Council has requested to be updated on the REDI work every other month at a Committee of the Whole.
- **Other Key Facts:**
N/A

OUTCOMES:

Redmond’s vision of our respect, equity, diversity and inclusion work is to embrace diversity and create a premier organization by sustaining a culture of respect that promotes belonging, equity, access and opportunity. Staff and

consultants from the Edge Advisory Group will be at the committee meeting to introduce the team (listed below) that will be working with the City as well as outline Council’s role in the upcoming work.

The team from the Edge Advisory Group and the subjects they will be leading include:

- Anita Paige (Healthy and Organizational Alignment)
- Dr. Adrian Thompson (Structural Alignment)
- Christian Paige (Capable Leadership)

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Stakeholder engagement will be a part of the current state assessment as well as looking at Redmond’s equity ecosystem.
- **Outreach Methods and Results:**
TBD
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

The Council approved contract with the Edge Advisory Group totals \$233,026.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

0000295

Budget Priority:

Strategic and Responsive; Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
1/14/2025	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
1/21/2025	Business Meeting	Approve

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: REDI Phase II Overview

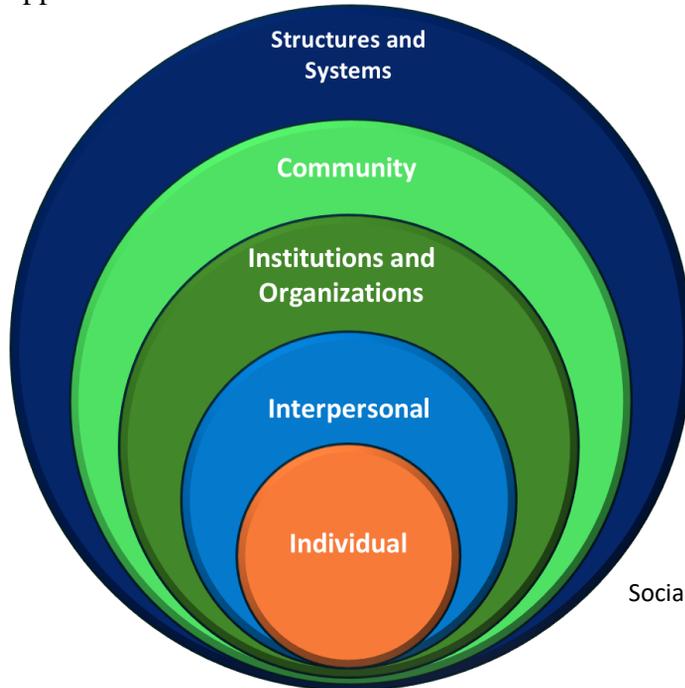


Council Agenda Topics Phase II – Overview February 25, 2025

Redmond’s vision of our respect, equity, diversity and inclusion (REDI) is to embrace diversity and create a premier organization by sustaining a culture of respect that promotes belonging, equity, access, and opportunity. Redmond is committed to respecting each individual and the talents and skills they bring to the community and city governance. As a government agency, it is incumbent upon the City to not only proclaim a message of diversity, equity and inclusion, but also to take steps to ensure government policies and practices do not infringe upon the equal treatment and opportunity of all persons who are a part of the Redmond community.

In Redmond we have the opportunity to shape our City by hearing the many diverse voices in the community and allowing those voices to shape a future that respects individuals. Internally, we believe building a culture of respect is paramount to organizational health and effectiveness. Redmond will pursue five goals to reach our objectives, including:

- Transparent and consistent leadership
- Respect and belonging
- Effective program support
- Pro-equity, anti-racism implementation (PEAR)
- Community (Stakeholder) engagement



Social Ecological Model of Health



The Team

Anita Paige

Dr. Adrian Thompson

Christian Paige

Healthy Organizational Culture

Structural Alignment

Capable Leadership

- Respect Adoption
- Customization
- Rollout

- Current State Assessments
- Intentional Culture
- Active Equity Ecosystem
- Interim to Succession

- Criteria
- Standards
- Competencies
- Customized Training



Memorandum

Date: 2/25/2025

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

File No. CM 25-107

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files, COO	425-556-2166
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DEPARTMENT STAFF:

Executive	Lisa Maher	Deputy Director
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TITLE:

Council Workflow Process Update

OVERVIEW STATEMENT:

Staff will provide Council with an informational update on the Council Committee of the Whole agendas, memos, and staff report process. To fulfill Council’s request for additional time for Study Session packet material review, we will initiate the following:

- Committee of the Whole agendas will now feature Action Items, Feedback for Study Session, Informational, and Read only sections.
- Council agendas and packets will be distributed twice monthly. Each packet will include both the Business and Study Session meeting information.
- Staff Reports that require Council feedback prior to a Study Session will now be moved to the Feedback section of all Committee of the Whole meetings, allowing staff time to prepare.

Council will see these changes the week of March 10, 2025.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information Provide Direction Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
N/A
- Required:
N/A
- Council Request:
Council requested additional time to review Study Session materials in 2024

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

OUTCOMES:

This process update will allow Council additional review time for Study Sessions. Staff Reports will be information only items at Council Business meetings. Council and staff have been provided with an annual calendar (see attachment) of due dates associated with each meeting for the year.

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:
0000290

Budget Priority:
Strategic and Responsive

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

If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

Time Constraints:

The annual schedule has been completed and would need to be completely revised if the start date is not the week of March 10, 2025. To maintain this cadence, moving agenda items to different meetings and missing due dates will not be possible. Items will have to go back into the process to be rescheduled. This could result in delayed contracts, agreements, projects, and grants.

ANTICIPATED RESULT IF NOT APPROVED:

Staff will continue to process Council materials within the current process.

ATTACHMENTS:

Attachment A: 2025 Council Workflow Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
			HOLIDAY		<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 1/6 - Internal Committee • 1/7 - PPW and Business Meeting 	
5	6	7	8	9	10	11
	<u>MEETINGS</u> <ul style="list-style-type: none"> • Internal Committee for 1/14 Council meetings (1 p.m.) 	<u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 1/21 - Business Meeting (draft for agenda setting) <u>MEETINGS</u> <ul style="list-style-type: none"> • PPW (4:30 p.m.) • Business Meeting (7 p.m.) 	<u>MEETINGS</u> <ul style="list-style-type: none"> • Agenda Setting (1:45 p.m.) <u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 1/13 - Internal Committee • 1/14 - FAC and Study Session 		<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 1/13 - Internal Committee • 1/14 - FAC and Study Session 	
12	13	14	15	16	17	18
	<u>MEETINGS</u> <ul style="list-style-type: none"> • Internal Committee for 1/21 Council meetings (1 p.m.) 	<u>MEETINGS</u> <ul style="list-style-type: none"> • FAC (4:30 p.m.) • Study Session (7 p.m.) 	<u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 1/21 - Internal Committee • 1/21 - PSHS and Business meeting 		<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 1/21 - Internal Committee • 1/21 - PSHS and Business meeting • 1/23 - Special Meeting 	
19	20	21	22	23	24	25
	HOLIDAY	<u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 2/4 - Business Meeting (draft for agenda setting) <u>MEETINGS</u> <ul style="list-style-type: none"> • Internal Committee for 1/28 Council meetings (1 p.m.) • PSHS (4:30 p.m.) • Business Meeting (7 p.m.) 	<u>MEETINGS</u> <ul style="list-style-type: none"> • Agenda Setting (1:45 p.m.) <u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 1/26 - Internal Committee • 1/28 - PES and Study Session 	<u>MEETINGS</u> <ul style="list-style-type: none"> • Special Meeting (5:30 p.m.) 	<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 1/27 - Internal Committee • 1/28 - PES and Study Session 	

26	27	28	29	30	31
	<u>MEETINGS</u> <ul style="list-style-type: none"> • Internal Committee for 2/4 Council meetings (1 p.m.) 	<u>MEETINGS</u> <ul style="list-style-type: none"> • PES (4:30 p.m.) • Study Session (7 p.m.) 	<u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 2/3 - Internal Committee • 2/4 - PPW and Business Meeting 		<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 2/3 - Internal Committee • 2/4 - PPW and Business Meeting

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
	MEETINGS <ul style="list-style-type: none"> Internal Committee for 2/11 Council meetings (1 p.m.) 	MEETINGS <ul style="list-style-type: none"> PPW (4:30 p.m.) Business Meeting (7 p.m.) 	MEMOS DUE (5 p.m.) <ul style="list-style-type: none"> 2/10 - Internal Committee 2/11 - FAC and Study Session 		AGENDAS POSTED <ul style="list-style-type: none"> 2/10 - Internal Committee 2/11 - FAC and Study Session 	
9	10	11	12	13	14	15
	MEETINGS <ul style="list-style-type: none"> Internal Committee for 2/25 Council meetings (1 p.m.) 	MEETINGS <ul style="list-style-type: none"> FAC (4:30 p.m.) Special Meeting (7 p.m.) 	MEMOS DUE (5 p.m.) <ul style="list-style-type: none"> 2/18 - Internal Committee 		AGENDAS POSTED <ul style="list-style-type: none"> 2/18 - Internal Committee 2/18-20 - Special Meetings 	
16	17	18	19	20	21	22
	HOLIDAY	MEETINGS <ul style="list-style-type: none"> Internal Committee for 2/25 Council meetings (1 p.m.) NO REGULAR COUNCIL MEETINGS <ul style="list-style-type: none"> Special Meeting in Olympia 	MEETINGS <ul style="list-style-type: none"> Agenda Setting (1:45 p.m.) Special Meeting in Olympia MEMOS DUE (5 p.m.) <ul style="list-style-type: none"> 2/24 - Internal Committee 2/25 - PES and Study Session 	MEETINGS <ul style="list-style-type: none"> Special Meeting in Olympia 	AGENDAS POSTED <ul style="list-style-type: none"> 2/24 - Internal Committee 2/25 - PES and Study Session 	
23	24	25	26	27	28	
	MEETINGS <ul style="list-style-type: none"> Internal Committee for 3/4 Council meetings (1 p.m.) 	MEETINGS <ul style="list-style-type: none"> PES (4:30 p.m.) Study Session (7 p.m.) 	MEMOS DUE (5 p.m.) <ul style="list-style-type: none"> 3/3 - Internal Committee 3/4 - PPW and Business Meeting 		AGENDAS POSTED <ul style="list-style-type: none"> 3/3 - Internal Committee 3/4 - PPW and Business Meeting 	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
	<p><u>MEETINGS</u></p> <ul style="list-style-type: none"> Internal Committee for 3/11 Council meetings (1 p.m.) 	<p><u>MEETINGS</u></p> <ul style="list-style-type: none"> PPW (4:30 p.m.) Business Meeting (7 p.m.) 	<p><u>MEMOS DUE (5 p.m.)</u></p> <ul style="list-style-type: none"> 3/10 - Internal Committee (for 3/18 and 3/25 Council meetings) 3/18 - Business Meeting (draft for agenda setting) 3/11 - FAC and Study Session 		<p><u>AGENDAS POSTED</u></p> <ul style="list-style-type: none"> 3/10 - Internal Committee Agenda setting draft agenda for 3/18 Business Meeting 3/11 - FAC and Study Session 	
9	10	11	12	13	14	15
	<p><u>MEETINGS</u></p> <ul style="list-style-type: none"> Internal Committee for 3/18 and 3/25 Council meetings and Agenda Setting for 3/18 Business Meeting (1 p.m.) 	<p><u>MEETINGS</u></p> <ul style="list-style-type: none"> FAC (4:30 p.m.) Study Session (7 p.m.) 	<p><u>MEMOS DUE (5 p.m.)</u></p> <ul style="list-style-type: none"> 3/18 - PSHS and Business meeting 3/25 - PES and Study Session 		<p><u>AGENDAS POSTED</u></p> <ul style="list-style-type: none"> 3/18 - PSHS and Business meeting 3/25 - PES and Study Session 	
16	17	18	19	20	21	22
		<p><u>MEETINGS</u></p> <ul style="list-style-type: none"> PSHS (4:30 p.m.) Business Meeting (7 p.m.) 	<p><u>MEMOS DUE (5 p.m.)</u></p> <ul style="list-style-type: none"> 3/24 - Internal Committee (for 4/1 and 4/8 Council meetings) 4/1 - Business Meeting (draft for agenda setting) 		<p><u>AGENDAS POSTED</u></p> <ul style="list-style-type: none"> 3/24 Internal Committee Agenda setting (draft agenda for 4/1 Business Meeting) 	
23	24	25	26	27	28	29
	<p><u>MEETINGS</u></p> <ul style="list-style-type: none"> Internal Committee for 4/1 and 4/8 Council meetings and Agenda Setting for 4/1 Business Meeting (1 p.m.) 	<p><u>MEETINGS</u></p> <ul style="list-style-type: none"> PES (4:30 p.m.) Study Session (7 p.m.) 	<p><u>MEMOS DUE (5 p.m.)</u></p> <ul style="list-style-type: none"> 4/1 - PPW and Business meeting 4/8 - FAC and Study Session 		<p><u>AGENDAS POSTED</u></p> <ul style="list-style-type: none"> 4/1 - PPW and Business meeting 4/8 - FAC and Study Session 	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 <u>MEETINGS</u> • PPW (4:30 p.m.) • Business Meeting (7 p.m.)	2 <u>MEMOS DUE (5 p.m.)</u> • 4/7 - Internal Committee (for 4/15 and 4/22 Council meetings) • 4/15 - Business Meeting (draft for agenda setting)	3	4 <u>AGENDAS POSTED</u> • 4/7 Internal Committee • Agenda setting draft agenda for 4/15 Business Meeting	5
6	7 <u>MEETINGS</u> • Internal Committee for 4/15 and 4/22 Council meetings and Agenda Setting for 4/15 Business Meeting (1 p.m.)	8 <u>MEETINGS</u> • FAC (4:30 p.m.) • Study Session (7 p.m.)	9 <u>MEMOS DUE (5 p.m.)</u> • 4/15 - PSHS and Business meeting • 4/22 - PES and Study Session	10	11 <u>AGENDAS POSTED</u> • 4/15 - PSHS and Business meeting • 4/22 - PES and Study Session	12
13	14	15 <u>MEETINGS</u> • PSHS (4:30 p.m.) • Business Meeting (7 p.m.)	16	17	18	19
20	21	22 <u>MEETINGS</u> • PES (4:30 p.m.) • Study Session (7 p.m.)	23 <u>MEMOS DUE (5 p.m.)</u> • 4/28 - Internal Committee (for 5/6 and 5/13 Council meetings) • 5/6 - Business Meeting (draft for agenda setting)	24	25 <u>AGENDAS POSTED</u> • 4/28 Internal Committee • Agenda setting draft agenda for 5/6 Business Meeting	26
27	28 <u>MEETINGS</u> • Internal Committee for 5/6 and 5/13 Council meetings and Agenda Setting for 5/6 Business Meeting (1 p.m.)	29 NO MEETINGS - 5 th Tuesday	30 <u>MEMOS DUE (5 p.m.)</u> • 5/6 - PPW and Business meeting • 5/13 - FAC and Study Session			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
					<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 5/6 - PPW and Business meeting • 5/13 - FAC and Study Session 	
4	5	6	7	8	9	10
		<u>MEETINGS</u> <ul style="list-style-type: none"> • PPW (4:30 p.m.) • Business Meeting (7 p.m.) 	<u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 5/12 - Internal Committee (for 5/20 and 5/27 Council meetings) • 5/20 - Business Meeting (draft for agenda setting) 		<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 5/12 Internal Committee • Agenda setting (draft agenda for 5/20 Business Meeting) 	
11	12	13	14	15	16	17
	<u>MEETINGS</u> <ul style="list-style-type: none"> • Internal Committee for 5/20 and 5/27 Council meetings and Agenda Setting for 5/20 Business Meeting (1 p.m.) 	<u>MEETINGS</u> <ul style="list-style-type: none"> • FAC (4:30 p.m.) • Study Session (7 p.m.) 	<u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 5/20 - PSHS and Business meeting • 5/27 - PES and Study Session 		<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 5/20 - PSHS and Business meeting • 5/27 - PES and Study Session 	
18	19	20	21	22	23	24
		<u>MEETINGS</u> <ul style="list-style-type: none"> • PSHS (4:30 p.m.) • Business Meeting (7 p.m.) 	<u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 5/27 - Internal Committee (for 6/3 and 6/10 Council meetings) • 6/3 - Business Meeting (draft memos for agenda setting) 		<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 5/27 Internal Committee • Agenda setting (draft agenda for 6/3 Business Meeting) 	

26	27	28	29	30	31
	<p style="text-align: center;">HOLIDAY</p>	<p><u>MEETINGS</u></p> <ul style="list-style-type: none"> • Internal Committee for 6/3 and 6/10 Council meetings and Agenda Setting for 6/3 Business Meeting (1 p.m.) • PES (4:30 p.m.) • Study Session (7 p.m.) 	<p><u>MEMOS DUE (5 p.m.)</u></p> <ul style="list-style-type: none"> • 6/3 - PPW and Business meeting • 6/10 - FAC and Study Session 		<p><u>AGENDAS POSTED</u></p> <ul style="list-style-type: none"> • 6/3 - PPW and Business meeting • 6/10 - FAC and Study Session

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
		<u>MEETINGS</u> <ul style="list-style-type: none"> • PPW (4:30 p.m.) • Business Meeting (7 p.m.) 	<u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 6/9 - Internal Committee (for 6/17 and 6/24 Council meetings) • 6/17 - Business Meeting (draft memos for agenda setting) 		<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 6/9 Internal Committee • Agenda setting (draft agenda for 6/17 Business Meeting) 	
8	9	10	11	12	13	14
	<u>MEETINGS</u> <ul style="list-style-type: none"> • Internal Committee for 6/17 and 6/24 Council meetings and Agenda Setting for 6/17 Business Meeting (1 p.m.) 	<u>MEETINGS</u> <ul style="list-style-type: none"> • FAC (4:30 p.m.) • Study Session (7 p.m.) 	<u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 6/17 - PSHS and Business meeting • 6/24 - PES and Study Session 		<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 6/17 - PSHS and Business meeting • 6/24 - PES and Study Session 	
15	16	17	18	19	20	21
		<u>MEETINGS</u> <ul style="list-style-type: none"> • PSHS (4:30 p.m.) • Business Meeting (7 p.m.) 	<u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 6/23 - Internal Committee (for 7/1 and 7/8 Council meetings) • 7/1 - Business Meeting (draft memos for agenda setting) 	HOLIDAY	<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 6/23 Internal Committee • Agenda setting (draft agenda for 7/1 Business Meeting) 	
22	23	24	25	26	27	28
	<u>MEETINGS</u> <ul style="list-style-type: none"> • Internal Committee for 7/1 and 7/8 Council meetings and Agenda Setting for 7/1 Business Meeting (1 p.m.) 	<u>MEETINGS</u> <ul style="list-style-type: none"> • PES (4:30 p.m.) • Study Session (7 p.m.) 	<u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 7/1 - PPW and Business meeting • 7/8 - FAC and Study Session 		<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 7/1 - PPW and Business meeting • 7/8 - FAC and Study Session 	
29	30					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 <u>MEETINGS</u> • PPW (4:30 p.m.) • Business Meeting (7 p.m.)	2 <u>MEMOS DUE (5 p.m.)</u> • 7/7 - Internal Committee (for 7/15 and 7/22 Council meetings) • 7/15 - Business Meeting (draft memos for agenda setting)	3 <u>AGENDAS POSTED</u> • 7/7 Internal Committee • Agenda setting draft agenda for 7/15 Business Meeting	4 HOLIDAY	5
6	7 <u>MEETINGS</u> • Internal Committee for 7/15 and 7/22 Council meetings and Agenda Setting for 7/15 Business Meeting (1 p.m.)	8 <u>MEETINGS</u> • FAC (4:30 p.m.) • Study Session (7 p.m.)	9 <u>MEMOS DUE (5 p.m.)</u> • 7/15 - PSHS and Business meeting • 7/22 - PES and Study Session	10	11 <u>AGENDAS POSTED</u> • 7/15 - PSHS and Business meeting • 7/22 - PES and Study Session	12
13	14	15 <u>MEETINGS</u> • PSHS (4:30 p.m.) • Business Meeting (7 p.m.)	16	17	18	19
20	21	22 <u>MEETINGS</u> • PES (4:30 p.m.) • Study Session (7 p.m.)	23 <u>MEMOS DUE (5 p.m.)</u> • 7/28 - Internal Committee (for 8/4 Council meetings) • 8/4 - Business Meeting (draft memos for agenda setting)	24	25 <u>AGENDAS POSTED</u> • 7/28 Internal Committee • Agenda setting (draft agenda for 8/4 Business Meeting)	26

27	28	29	30	31		
	<p><u>MEETINGS</u></p> <ul style="list-style-type: none"> Internal Committee for 8/4 Council meetings and Agenda Setting for 8/4 Business Meeting (1 p.m.) 	<p>NO MEETINGS - 5th Tuesday</p>	<p><u>MEMOS DUE (5 p.m.)</u></p> <ul style="list-style-type: none"> 8/4 - PPW and Business meeting (special meetings) 			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
					<u>AGENDAS POSTED</u> • 8/4 - PPW and Business meeting	
3	4	5	6	7	8	9
	<u>MEETINGS</u> • PPW (4:30 p.m.) • Business Meeting (7 p.m.)	NO MEETINGS - Meetings moved to 8/4 due to National Night Out				
10	11	12	13	14	15	16
		NO MEETINGS - Canceled				
17	18	19	20	21	22	23
		NO MEETINGS - Canceled	<u>MEMOS DUE (5 p.m.)</u> • 8/25 - Internal Committee (for 9/2 and 9/9 Council meetings) • 9/2 - Business Meeting (draft memos for agenda setting)		<u>AGENDAS POSTED</u> • 8/25 Internal Committee • Agenda setting draft agenda for 9/2 Business Meeting	
24	25	26	27	28	29	30
	<u>MEETINGS</u> • Internal Committee for 9/2 and 9/9 Council meetings and Agenda Setting for 9/2 Business Meeting (1 p.m.)	NO MEETINGS - Canceled	<u>MEMOS DUE (5 p.m.)</u> • 9/2 - PPW and Business meeting • 9/9 - FAC and Study Session		<u>AGENDAS POSTED</u> • 9/2 - PPW and Business meeting • 9/9 - FAC and Study Session	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 HOLIDAY	2 <u>MEETINGS</u> • PPW (4:30 p.m.) • Business Meeting (7 p.m.)	3 <u>MEMOS DUE (5 p.m.)</u> • 9/8 - Internal Committee (for 9/16 and 9/23 Council meetings) • 9/16 - Business Meeting (draft memos for agenda setting)	4	5 <u>AGENDAS POSTED</u> • 9/8 Internal Committee • Agenda setting draft agenda for 9/16 Business Meeting	6
7	8 <u>MEETINGS</u> • Internal Committee for 9/16 and 9/23 Council meetings and Agenda Setting for 9/16 Business Meeting (1 p.m.)	9 <u>MEETINGS</u> • FAC (4:30 p.m.) • Study Session (7 p.m.)	10 <u>MEMOS DUE (5 p.m.)</u> • 9/16 - PSHS and Business meeting • 9/23 - PES and Study Session	11	12 <u>AGENDAS POSTED</u> • 9/16 - PSHS and Business meeting • 9/23 - PES and Study Session	13
14	15	16 <u>MEETINGS</u> • PSHS (4:30 p.m.) • Business Meeting (7 p.m.)	17	18	19	20
21	22	23 <u>MEETINGS</u> • PES (4:30 p.m.) • Study Session (7 p.m.)	24 <u>MEMOS DUE (5 p.m.)</u> • 9/29 - Internal Committee (for 10/7 and 10/14 Council meetings) • 10/7 - Business Meeting (draft memos for agenda setting)	25	26 <u>AGENDAS POSTED</u> • 9/29 Internal Committee • Agenda setting draft agenda for 10/7 Business Meeting	27
28	29 <u>MEETINGS</u> • Internal Committee for 10/7 and 10/14 Council meetings and Agenda Setting for 10/7 Business Meeting (1 p.m.)	30 NO MEETINGS - 5th Tuesday				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 <u>MEMOS DUE (5 p.m.)</u> • 10/7 - PPW and Business meeting • 10/14 - FAC and Study Session	2	3 <u>AGENDAS POSTED</u> • 10/7 - PPW and Business meeting • 10/14 - FAC and Study Session	4
5	6	7 <u>MEETINGS</u> • PPW (4:30 p.m.) • Business Meeting (7 p.m.)	8 <u>MEMOS DUE (5 p.m.)</u> • 10/13 - Internal Committee (for 10/21 and 10/28 Council meetings) • 10/21 - Business Meeting (draft memos for agenda setting)	9	10 <u>AGENDAS POSTED</u> • 10/13 Internal Committee • Agenda setting draft agenda for 10/21 Business Meeting	11
12	13 <u>MEETINGS</u> • Internal Committee for 10/21 and 10/28 Council meetings and Agenda Setting for 10/21 Business Meeting (1 p.m.)	14 <u>MEETINGS</u> • FAC (4:30 p.m.) • Study Session (7 p.m.)	15 <u>MEMOS DUE (5 p.m.)</u> • 10/21 - PSHS and Business meeting • 10/28 - PES and Study Session	16	17 <u>AGENDAS POSTED</u> • 10/21 - PSHS and Business meeting • 10/28 - PES and Study Session	18
19	20	21 <u>MEETINGS</u> • PSHS (4:30 p.m.) • Business Meeting (7 p.m.)	22 <u>MEMOS DUE (5 p.m.)</u> • 10/27 - Internal Committee (for 11/3 and 11/12 Council meetings) • 11/3 - Business Meeting (draft memos for agenda setting)	23	24 <u>AGENDAS POSTED</u> • 10/27 Internal Committee • Agenda setting draft agenda for 11/3 Business Meeting	25
26	27 <u>MEETINGS</u> • Internal Committee for 11/3 and 11/12 Council meetings and Agenda Setting for 11/3 Business Meeting (1 p.m.)	28 <u>MEETINGS</u> • PES (4:30 p.m.) • Study Session (7 p.m.)	29 <u>MEMOS DUE (5 p.m.)</u> • 11/3 - PPW and Business meeting • 11/12 - FAC and Study Session	30	31 <u>AGENDAS POSTED</u> • 11/3 - PPW and Business meeting • 11/12 - FAC and Study Session	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
	<p><u>MEETINGS</u></p> <ul style="list-style-type: none"> • PPW (4:30 p.m.) • Business Meeting (7 p.m.) 	<p>NO MEETINGS - Election Day, moved to 11/3</p>	<p><u>MEMOS DUE (5 p.m.)</u></p> <ul style="list-style-type: none"> • 11/10 - Internal Committee (for 11/18 Council meetings) • 11/18 - Business Meeting (draft memos for agenda) 		<p><u>AGENDAS POSTED</u></p> <ul style="list-style-type: none"> • 11/10 Internal Committee • Agenda setting draft agenda for 11/18 Business Meeting 	
9	10	11	12	13	14	15
	<p><u>MEETINGS</u></p> <ul style="list-style-type: none"> • Internal Committee for 11/18 Council meetings and Agenda Setting for 11/18 Business Meeting (1 p.m.) 	<p>HOLIDAY</p>	<p><u>MEMOS DUE (5 p.m.)</u></p> <ul style="list-style-type: none"> • 11/18 - PSHS and Business meeting <p><u>MEETINGS</u></p> <ul style="list-style-type: none"> • FAC (4:30 p.m.) • Study Session (7 p.m.) 		<p><u>AGENDAS POSTED</u></p> <ul style="list-style-type: none"> • 11/18 - PSHS and Business meeting 	
16	17	18	19	20	21	22
		<p><u>MEETINGS</u></p> <ul style="list-style-type: none"> • PSHS (4:30 p.m.) • Business Meeting (7 p.m.) 	<p><u>MEMOS DUE (5 p.m.)</u></p> <ul style="list-style-type: none"> • 11/24 - Internal Committee (for 12/2 and 12/9 Council meetings) • 12/2 - Business Meeting (draft memos for agenda setting) 		<p><u>AGENDAS POSTED</u></p> <ul style="list-style-type: none"> • 11/24 Internal Committee • Agenda setting draft agenda for 12/2 Business Meeting 	
23	24	25	26	27	28	29
	<p><u>MEETINGS</u></p> <ul style="list-style-type: none"> • Internal Committee for 12/2 and 12/9 Council meetings and Agenda Setting for 12/2 Business Meeting (1 p.m.) 	<p><u>MEMOS DUE (5 p.m.)</u></p> <ul style="list-style-type: none"> • 12/2 - PPW and Business meeting • 12/9 - FAC and Study Session <p>NO MEETINGS - Canceled</p>	<p><u>AGENDAS POSTED</u></p> <ul style="list-style-type: none"> • 12/2 - PPW and Business meeting • 12/9 - FAC and Study Session 	<p>HOLIDAY</p>	<p>HOLIDAY</p>	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
		<u>MEETINGS</u> <ul style="list-style-type: none"> • PPW (4:30 p.m.) • Business Meeting (7 p.m.) 				
7	8	9	10	11	12	13
		<u>MEETINGS</u> <ul style="list-style-type: none"> • FAC (4:30 p.m.) • Study Session (7 p.m.) 	<u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 12/15 - Internal Committee (for 1/6 and 1/13 Council meetings) • 1/6 - Business Meeting (draft memos for agenda setting) 		<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 12/15 Internal Committee • Agenda setting draft agenda for 1/6 Business Meeting 	
14	15	16	17	18	19	20
	<u>MEETINGS</u> <ul style="list-style-type: none"> • Internal Committee for 1/6 and 1/13 Council meetings and Agenda Setting for 1/6 Business Meeting (1 p.m.) 	NO MEETINGS - Canceled				
21	22	23	24	25	26	27
		NO MEETINGS - Canceled	HOLIDAY	HOLIDAY		
28	29	30	31	January 1	January 2	
		NO MEETINGS - 5 th Tuesday	<u>MEMOS DUE (5 p.m.)</u> <ul style="list-style-type: none"> • 1/6 - PPW and Business meeting • 1/13 - FAC and Study Session 		<u>AGENDAS POSTED</u> <ul style="list-style-type: none"> • 1/6 - PPW and Business meeting • 1/13 - FAC and Study Session 	

KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES CONTRACT

Contractor	CITY OF REDMOND		
Contract Title	SE 1 Support Senior Centers		
Contract Amount	\$229,500		
Contract Effective Date	Date of last signature		
Service Period From	07/01/2024	To	12/31/2026
UEI No. (if applicable)	XK1UCKFKU3N9	Tax ID	91-6001492

THIS CONTRACT No. 6484053 is entered into by KING COUNTY (the “County”), and City of Redmond (the “Contractor”) whose address is 8703 160th Ave NE, Redmond, WA, 98052

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows.

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STANDARD TERMS AND CONDITIONS

1. Contract Services and Requirements, and Incorporated Statement of Works

The Contractor shall provide services and meet the requirements included in these Standard Terms and Conditions and in the attached Statement of Work, Statement of Work(s), or attachments each of which is incorporated herein by this reference:

2. Contract Term

The terms of this Contract shall become effective on the date of last signature and shall terminate on 12/31/2026, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract. Contracted services, as described in the attached Statement of Work may be compensated as outlined below beginning on 07/01/2024, (the "Service Period Start Date").

3. Compensation and Method of Payment

A. Compensation:

The County shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached Statement of Work.

B. Invoicing:

The Contractor shall submit invoices and all accompanying reports as specified in the attached Statement of Work, including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

C. Final Invoice:

The Contractor shall submit its final invoice and all outstanding reports as specified in this Contract and its attached Statement of Work. If the Contractor's final invoice and reports are not submitted as required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

D. Reimbursement for Travel:

The Contractor shall not be reimbursed for travel unless otherwise specified within a Statement of Work.

4. Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

5. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. The Contractor shall not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor shall notify King County if it, or a Subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

6. Maintenance of Records

A. Accounts and Records:

The Contractor shall maintain the following for a period of six years after termination of this Contract: accounts and records, including personnel, property, financial, programmatic records, and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

B. Nondiscrimination and Equal Employment Records:

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, other data, records, and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to Subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any Subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations, or statutes included or referenced in the Contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

7. Evaluations and Inspections

A. Subject to Inspection, Review, or Audit:

The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

B. Medical Records:

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to Revised Code of Washington (RCW) [70.41.190](#), [70.02.160](#), and standard medical records practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Monitoring:

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with Contract requirements, quality, and practices. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Statement of Work under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Performance, Measurement and Evaluation

The Contractor shall submit performance metrics and program data as set forth in Statement of Work to this Contract. The Contractor shall participate in evaluation activities as required by the County and shall make available all information required by any such performance measurement and evaluation processes.

E. Unauthorized Disclosure:

The Contractor shall protect from unauthorized disclosure all information, records, and data collected in connection with this Contract in accordance with applicable state and federal law.

8. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements, which can be found at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

9. Financial Report Submission

The Contractor is required to submit a financial reporting package as described in Subsections A through C below. All required documentation shall be submitted via DCHS' Contract Lifecycle Management system or email to KCCompliance@kingcounty.gov by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 Code of Federal Regulations (CFR) Part 200.69 and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.
- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in Subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor's fiscal year end as required by RCW 43.09.230.
- C. If the Contractor is not subject to the requirements in Subsection A or B, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under \$3M on average in the previous three fiscal years.	Gross Revenue Over \$3M on average in the previous three fiscal years.	Gross Revenue Under \$3M on average in the previous three fiscal years.	Gross Revenue Over \$3M on average in the previous three fiscal years.
Required Documentation	<ul style="list-style-type: none"> • Form 990 within 30 days of its being filed; and • A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> • Income tax return; and • A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.

D. Waiver:

A Contractor that is not subject to the requirements in Subsection A may, in extraordinary circumstances, request, and in the County's sole discretion, be granted, a one-year waiver of the audit requirements. Such requests are made to the County at: KCCompliance@kingcounty.gov for review. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal

representation certified by the Contractor’s Board of Directors, provided the Contractor meets the following criteria:

- i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

10. Corrective Action

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services (each a “breach”), and if the County determines that the breach warrants corrective action, the following procedure will apply:

A. Written Notification:

The County will notify the Contractor in writing of the nature of the breach.

B. Contractor’s Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor’s response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. County’s Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor’s proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor’s corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension:

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor’s corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 12.

E. Withholding Payment:

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12, Subsections B, C, or D.

11. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this Section.

12. Termination

A. Termination for Convenience:

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Section 2. above, by providing the Contractor 30 calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Section 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

This Contract may be terminated by the Contractor without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the other party 90 calendar days advance written notice of the termination.

B. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 10. fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 12.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Section 2., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Subsection 12.C.: (1) the County will be liable only for payment in accordance with the terms of this Contract for

services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

D. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

13. Hold Harmless and Indemnification

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. Contractor's Duty to Repay County:

The Contractor is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract, by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.

C. Contractor Indemnifies County:

To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, Subcontractors and/or agents, in its performance or non-performance of its obligations under this Contract. The Contractor's obligations under this Subsection 13.C. shall 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, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including [Title 51 RCW](#), other Workers' Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents, and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees, and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. County Indemnifies Contractor:

To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County's obligations under this Subsection 13.D. 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, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of [Title 51 RCW](#). In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Intellectual Property Infringement:

For purposes of this Subsection 13.E., claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The indemnification, protection, defense, and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Contract.

14. Insurance Requirements

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and endorsements covering King County as additional insured for full coverage and policy limits within 30 calendar days of Contract execution. Evidence of insurance and endorsements shall be submitted via DCHS' Contract Lifecycle Management system or email to DCHSContracts@kingcounty.gov. The Contractor may request additional time to provide the required documents by emailing DCHSContracts@kingcounty.gov. Extensions will be granted at the sole discretion of the County. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the inception and expiration dates, contract number, and shall state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy. Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date.

In the event of a loss, the County reserves the right to require complete, certified copies of all required insurance policies, including endorsements and riders, which may be redacted of any confidential or proprietary information. Contractor shall deliver such policies to the County within five (5) business days of County's request.

County's receipt or acceptance of Contractor's evidence of insurance at any time without comment or objection, or County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section or, consequently, constitute County's acceptance of the adequacy of Contractor's insurance.

Unless otherwise provided in a Statement of Work to this Contract, the Contractor shall purchase and maintain, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Contractor, or any Subcontractor, under this Contract, or in any way limit County's potential recovery to insurance limits required hereunder. To the contrary, this Contract's insurance requirements may not in any way be construed as limiting any potential liability to County or County's potential recovery for Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s).

Each insurance policy shall be written on an "occurrence" basis/form; excepting insurance for Professional Liability (Errors and Omissions), and/or Cyber Liability (Technology Errors and Omissions) required by this Contract is acceptable on a "claims made" basis/form. If coverage is approved and purchased on a "claims made" basis/form, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of the work which is subject to this Contractor or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the work which is subject of this Contract. All insurance written on a "claims made" basis/form must have its policy inception or retroactive date be no later than the effective date of the Contract, unless otherwise approved in writing by the County's Risk Management Office.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain the following types of insurance and minimum insurance limits:

- i. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy. If the scope of services involves activities with minors, such policy shall include sexual assault and misconduct coverage.
- ii. Professional Liability (Errors and Omissions): \$1,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability (Errors and Omissions) coverage shall be provided. "Professional Services," for the purpose of this Contract Section, shall mean any services provided by a licensed professional or those services that require professional standards of care.
- iii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than \$3,000,000 combined single limit per accident for bodily injury and property damage. Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.
- iv. Workers Compensation: Statutory requirements of the State of residency.
- v. Employers Liability or "Stop Gap" coverage: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states, the protection provided by the "Stop Gap" endorsement to the Commercial General Liability policy.
- vi. Cyber Liability (Technology Errors and Omissions): For contracts involving software or technology where data breach or exposure to personal and/or confidential information could impact the Contractor or County, Contractor shall provide Cyber Liability (Technology Errors and Omissions) coverage with a limit no less than \$1,000,000 per claim or occurrence and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations,

disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remediating a privacy breach as well as costs to investigate and restore data.

- vii. Crime Insurance: Contractors handling County funds or assets, (i.e., Contractors providing rental assistance or distributing gift cards on behalf of the County), shall maintain Crime Insurance with limits to cover the maximum amount of risk at any one time; or a total of one year’s receipts or similar measure of exposure. Coverage for Fidelity, Theft, Disappearance, Destruction Liability, and Employee Dishonesty shall be included. Coverage shall include ‘Joint Loss Payable’ ISO form CR 20 15 10/10 or equivalent; and ‘Provide Required Notice of Cancellation to Another Entity’ ISO form CR 20 17 10/10.
- viii. Depending on the Contractor’s scope of work, other insurance types or limits may apply to this Contract. Specific coverage and limit requirements can be found by visiting [Insurance Requirements - King County](#).
- ix. Municipal or State Agencies: If the Contractor is a Municipal Corporation, an agency of the State of Washington, or any other Public Agency and is self-insured for any of the above insurance requirements, a letter of self-insurance shall be attached and be incorporated by reference and shall constitute compliance with all or a portion of this Section.

B. Other Insurance Provisions and Requirements

All insurance policies purchased and maintained by the Contractor required in this Contract shall contain, or be endorsed to contain the following provisions:

With respect to all liability policies except Professional Liability (Errors and Omissions), and Workers’ Compensation:

- i. The County, its officials, employees, and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Contractor, its agents, representatives, employees, or Subcontractor(s) in connection with this Contract. Additional Insured status shall include products-completed operations CG 20 10 11/85 or its substantive equivalent. The County requires a copy of the additional insured endorsement(s).

With respect to all liability policies (except Workers’ Compensation):

- i. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees, or agents shall not contribute with any Contractor’s or Subcontractor’s insurance or benefit the Contractor or any Subcontractor, or their respective insurers in any way.
- ii. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer’s liability.

- C. Deductibles and Self-Insured Retentions: Any deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor or its Subcontractor.
- D. Acceptability of Insurers: Insurance coverage is to be placed with insurers with an A.M. Best rating of no less than A:VIII, or, if not rated with an A.M. Best, with minimum surplus equivalent of an A.M. Bests' surplus size VIII.

Professional Liability (Errors and Omissions) insurance coverage may be placed with insurers with an A.M. Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

- E. Subcontractors: Contractor shall include all Subcontractors as insureds under its policies or, alternatively, the Contractor must require each of its Subcontractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Subcontractor's liabilities given the Subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any Subcontractor must comply with the specified requirements of this Section (inclusive) above, including the requirement that all liability insurance policies (except Professional Liability and Workers Compensation) provided by the Subcontractor(s) must include County, its officials, agents and employees as additional insured for full coverage and policy limits. Contractor is obligated to require and verify that each Subcontractor maintains the required insurance and ensure County is included as additional insured. Upon request by the County, and within five (5) business days, Contractor must provide evidence of each Subcontractor(s) insurance coverage, including endorsements.
- F. Waiver: A Contractor may request a waiver or reduction of one or more of the insurance requirements if the insurance requirement is not applicable to the Contractor's scope of work. Such requests shall be made to the County at: KCCCompliance@kingcounty.gov for review. All waiver request approvals or denials are in the County's sole discretion to be granted. If approved by the County, the Contractor shall still provide proof of and hold all other required provisions as stated above.

15. Assignment

Contractor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

16. Subcontracting

A. Written Consent of the County:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County retains the right to review any proposed subcontracts related to the performance of the activities outlined in the attached Statement of Work. The County’s consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor’s duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

B. “Subcontract” Defined:

“Subcontract” shall mean any agreement between the Contractor and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term “subcontract” does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. Required Clauses for Subcontracts:

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 28, 29, and 30 in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

“Subcontractor shall protect, defend, indemnify, and hold harmless King County, its elected and appointed officials, officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of Subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against Subcontractor to enforce the provisions of this paragraph.”

E. A person who serves as an instructor or class leader for programming for the contractor will not be considered a subcontractor for purposes of this contract. Notwithstanding any provision to the contrary, such instructor must receive less than \$12,000 annually from the

contractor for services rendered. It is the responsibility of the contractor to know when an instructor has crossed the threshold to be considered a subcontractor instead of an instructor for purposes of this contract.

Any person providing instruction and paid through this contractor must sign and agree: Instructor shall protect, defend, indemnify, and hold harmless King County, its elected and appointed officials, officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of the instructor in connection with or in support of this Contract. Instructor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against Instructor to enforce the provisions of this paragraph. Instructor agrees to abide by the laws of the State of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

17. Nondiscrimination and Payment of a Living Wage

A. The Contractor shall comply with all applicable federal, state, and local laws regarding discrimination, including those set forth in this Section.

B. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee’s or applicant’s sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age and retirement provisions, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person’s sexual orientation or gender identity or expression. Contractor shall additionally read and comply with all additional requirements set forth at:

<https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

C. Payment of a Living Wage:

In accordance with [King County Living Wage Ordinance 17909](#), for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay, and require all Subcontractors to pay, a living wage to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at

<https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract;

remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

18. Code of Conduct

DCHS is committed to providing an inclusive, welcoming, supportive, and safe environment for all to feel respected, valued, and empowered. The Contractor shall, while performing the work as described in the attached Statement of Work, interact with the community being served and the County's employees in a respectful manner.

The County and Contractor shall refrain from engaging in any conduct that communicates a hostile, demeaning, or unwelcome message. Such prohibited conduct can be either verbal or nonverbal and includes, but is not limited to microaggressions, deliberate misgendering, slights, and other conduct that could cause harm. The Contract may be subject to termination under Subsection 12.B. as a result of any violation of this Section by providing the other party 30 calendar days advance written notice of the termination.

19. Conflict of Interest

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

A. Compliance with King County Code of Ethics:

The Contractor shall comply with applicable provisions of [King County Code \(KCC\) 3.04](#). Failure to comply with such requirements shall be a material breach of this Contract and may result in termination of this Contract and subject the Contractor to the remedies stated in this Contract, or otherwise available to the County at law or in equity.

B. Penalties:

The Contractor acknowledges and agrees, pursuant to [KCC 3.04.060](#), that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing, or promise, in any form to any County official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C. Former King County Employees:

The Contractor acknowledges that, for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify, at the time of offer, current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract at any time during the term of the Contract.

20. Equipment Purchase, Maintenance, and Ownership

A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in a Statement of Work to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

C. Continue Ownership Rights

The Contractor and County shall mutually agree to sign all documents and perform other acts necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

21. Proprietary Rights

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in a Statement of Work, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers, and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this Section.

22. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

23. King County Recycled Product Procurement Policy

If paper copies are required, in accordance with [KCC 18.20](#), the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

24. Future Support

The County makes no commitment to support contracted services and assumes no obligation for future support of the contracted activity(-ies), except as expressly set forth in this Contract.

25. Entire Contract

The parties agree that this Contract is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

26. Contract Amendments

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

27. Notices

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative as identified in the contract record in DCHS' Contract Lifecycle Management system. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

28. Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any Subcontractor agree to abide by the laws of the State of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, including performing background checks required by law, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any Statement of Work or attachment to this Contract, the language in the Contract shall control over the language contained in the Statement of Work or the attachment, unless the Statement of Work provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in Statement of Work, language contained in the lower numbered Statement of Work shall control unless the higher numbered Statement of Work provision expressly indicates that it controls over inconsistent lower numbered Statement of Work language.

29. Applicable Law

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

30. No Third-Party Beneficiaries

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third-party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

31. Non-Waiver of Breach

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

32. Force Majeure

“Force Majeure” means an event or events beyond the parties’ reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood, or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

A. No Breach if Force Majeure Applies:

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

B. Duty to Minimize Disruption and Give Notice:

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

C. Extension of Time:

Should Force Majeure events delay the Contractor’s completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

D. Suspending Performance:

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

33. Emergency Response Requirements

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, the necessary plans, procedures, and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (1) an extension of the time needed to create a plan, and (2) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this Section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

34. Equity, Racial and Social Justice Requirements

A. Accessibility

The Contractor shall evaluate and modify the way in which it provides services so that services are accessible to people with disabilities. Evaluations and modifications shall be consistent with the requirements of the Washington State Law Against Discrimination (RCW 49.60), the Americans with Disabilities Act (ADA), and other applicable statutes.

B. Culturally and linguistically relevant services

The Contractor shall evaluate and modify the way it provides services so that services are culturally and linguistically relevant to Participants. Where possible, the Contractor shall offer a linguistic match of staff who speak the Participant's home language. When a linguistic match is not available or declined by the Participant, the Contractor shall provide interpretation services at no cost to the Participant.

C. Self-Assessment

The Contractor shall conduct self-assessments, including obtaining input from culturally diverse populations of both Participants and non-Participants, to determine how effectively the Contractor is delivering services funded under this Contract in a culturally and linguistically appropriate manner.

D. Ongoing Education

The Contractor shall create or otherwise make available opportunities to ensure its staff participates in continuing education regarding equity and social justice each year. Staff participation in equity, racial and social justice education shall be documented in writing.

E. Subcontractors and Third Parties

The Contractor shall exercise all due care and diligence and take all reasonable steps to ensure the values, conduct, and associations of any subcontractors or third parties delivering services to participants do not conflict with the work described in this Contract, or King County’s prioritization of racial equity and social justice.

35. Contractor Certification

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands the contracting requirements on the DCHS website at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx> and shall comply with all of the contract terms and conditions detailed on that site, including, but not limited to, Equity and Social Justice, applicable Emergency Response, Equal Opportunity Employment (EEO)/Nondiscrimination, HIPAA, Insurance, and Credentialing requirements.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

CITY OF REDMOND

DocuSigned by:
Susan McCallister
FOR King County Executive

DocuSigned by:
Erica Chua
Signature

Erica Chua
Name

9/24/2024
Date

9/25/2024
Date

**STATEMENT OF WORK (SOW)
CITY OF REDMOND
SE 1 SUPPORT SENIOR CENTERS
SERVICE PERIOD: 07/01/2024 — 12/31/2026**

I. OVERVIEW

The Contractor shall provide oversight, coordination, and implementation of the City of Redmond Senior Center described further below. The total amount of reimbursement pursuant to this Contract shall not exceed \$229,500.00 for the SERVICE PERIOD noted above as shown in the funding table below.

Funding for investment in this program is provided by the Veterans, Seniors, and Human Services Levy managed by the Adult Services Division (ASD) of King County’s Department of Community and Human Services (DCHS), which has the responsibility for monitoring and achieving the overall outcomes. Ongoing funding for the full services period shall be contingent on the Contractor’s implementation of the program as described, timely achievement of the Contract milestones outlined below, continued funding availability, and other contractual requirements contained in this SOW.

VSHSL Strategy # and Name	Funding Period	Fund Source	Funding Allocation
Social Engagement	7/1/2024 – 12/31/2024	VSHSL Fund - Seniors	<u>\$45,000</u>
SE 1: Support Senior Centers	1/1/2025 – 12/31/2025	VSHSL Fund - Seniors	<u>\$90,000</u>
	1/1/2026 – 12/31/2026	VSHSL Fund - Seniors	<u>\$94,500</u>
TOTAL BUDGET			<u>\$229,500</u>

II. DEFINITIONS

Below are common terms used throughout this SOW and their definitions.

- A. **Deliverable** means the work product and other output of the services and PROGRAM ACTIVITIES required to be delivered by the Contractor as part of the performance of this Contract, as specified in the relevant section below.
- B. **Milestone** means a scheduled event signifying the provision of a DELIVERABLE or a set of related DELIVERABLES, occurrence of an event, or completion of a task, activity, or service by the identified date as specified in the relevant section below.

- C. **Performance Measurement (PM) Plan** means the written details of the way King County and the Contractor shall measure and monitor the Contractor’s program performance during the contract term. The PM PLAN shall include specific measures, data elements, and reporting cycles and activities to review the data and support continuous quality improvement. The PM PLAN may include performance targets, additional evaluation activities, such as focus groups or surveys, and/or more rigorous evaluation projects.
- D. **Program Activities** means all of the services to be performed by the Contractor as set forth in Section IV, *Scope of Work*.
- E. **Service Period** means the period of time during which Contractor shall be paid, funded, or reimbursed according to the terms and conditions of this Contract. If no other date is listed in this SOW, the SERVICE PERIOD shall begin when this Contract becomes effective, which is the last date of signature of the Contract.
- F. **Race, Age, Diversity, and Inclusion Opportunities (RADIO):** RADIO provides capacity-building opportunities to individual Senior Centers as well as the King County Senior Center Network as a whole, to recognize the unique needs of each organization in becoming more welcoming and inclusive spaces that celebrate diversity, and in cultivating strong, mutually respectful, and intercultural partnerships. RADIO recognizes the important intersection of racism and ageism and is grounded in the understanding that systemic oppression historically and currently works to favor some and disfavor others based on race.
- G. **ASD VSHSL Specific Definitions**
 - 1. DCHS web-referenced definitions for the following terms used within this Scope of Work can be found at <https://kingcounty.gov/VSHSL-definitions>.
 - a. Caregiver
 - b. Implementation Plan
 - c. Senior
 - d. Senior Hub
 - 2. Definitions for the following terms used within this Scope of Work can be found in the VSHSL Implementation Plan at [King County VSHSL Implementation Plan](#).
 - a. Social Engagement

III. PROGRAM PURPOSE

King County’s overarching goal is to ensure that all people, regardless of who they are and where they live, have the opportunity to thrive, with full and equal access to opportunities, power, and resources. The Adult Services Division, in its partnership with the Contractor, shares a commitment to contributing to community-level change and individual-level impact in the following areas:

- A. Social Engagement

The activities outlined in this SOW are being contracted for the following purpose:

To establish the King County Senior Center Network (KCSCN) by providing foundational support to a network of inclusive, vibrant individual Senior Centers and Senior Centers acting as individual or partner Senior Hubs.

Senior Centers provide essential programs, services, and social engagement opportunities that allow Seniors to age with full and equal access to options for happy and healthy living.

The purpose of the KCSCN is to strengthen King County's ability to provide the diversity of Seniors in King County opportunities to be socially engaged. The KCSCN achieves this purpose through collaborations, partnerships leveraging of funds, opportunities for trainings sponsored by DCHS, and facilitated connections to other County services.

Accordingly, the parties shall work together to perform, report, and monitor the services described in this SOW in a manner that contributes to the goals of the County described herein.

IV. SCOPE OF WORK

To meet the purpose stated above, the Contractor shall carry out the following scope of work during the SERVICE PERIOD.

A. Participant Eligibility and Focus Population

Eligible participants are Seniors (persons 55 and older) and their caregivers. The focus populations are Seniors who have previously had no or limited involvement in Senior Center activities due to barriers such as language, transportation, mobility, cultural differences and understanding, ageism, racism, LGBTQ+ status, and other factors that contribute to isolation or exclusion.

B. Program Activities

The Contractor shall operate as a Senior Center providing social engagement opportunities for Seniors 55+, which shall include:

1. Providing services and activities accessible to the public at least three days each week, with a weekly minimum of fifteen (15) hours of scheduled programming and operations that regularly includes each of the following:
 - a. Food and nutrition programs and/or congregate (shared) meals; and
 - b. Social engagement activities; and
 - c. Information and assistance that connects individuals to aging networks and services; and
 - d. Health promotion, wellness, and/or fitness activities.

Services and activities can occur at different locations, provided that all location information is clearly specified on a schedule which is easily accessible to all intended participants and relevant community organizations. Specified locations may include one or more buildings or spaces designated only for Seniors, or within a multipurpose

building or space with sufficient time reserved only for the Senior Center programming, as described in items 1.a-d above.

2. Accept, as needed, ad hoc, one-time and/or emergency funds to support essential services for the Contractor's Senior population.
3. The Contractor shall staff programs as needed to support delivery of services.
4. The Contractor shall participate in the King County Senior Center Network (KCSCN) as follows:
 - a. Provide Senior Center services named in Section IV.B.1.a-d. above.
 - b. Attend all King County VSHSL-sponsored KCSCN semi-annual learning collaborative meetings.
 - c. Prioritize participation in RADIO training opportunities, scheduled by King County.
5. Engage in culturally-competent focus population-specific outreach and/or other programmatic activities to strengthen the inclusion of isolated Seniors at the Senior Center, including Seniors who cannot or choose not to visit the physical space(s) where the Senior Center is located.
6. Contractor shall notify King County within two weeks if a key position funded under this SOW becomes vacant and advise King County of plans to fill the vacancy within three months, as well as plans to redistribute program activities in the interim.
7. Geographic Distribution of Services: Contractor and/or subcontractor(s) will provide services in the following council districts:
 - a. Council district #: 6
8. The Contractor shall work with King County staff to create a referral protocol (the "Referral Protocol") with the King County Veterans Program for the purpose of recruiting participants to the City of Redmond Senior Center. If the Contractor had previously developed a Referral Protocol with the King County Veterans Program for City of Redmond Senior Center such Referral Protocol shall remain in full force and effect for the term of this Statement of Work. The Referral Protocol may be changed upon mutual written agreement of the parties.
9. Unless this SOW provides otherwise, all work performed and services delivered by the Contractor during the SERVICE PERIOD shall be in conformance with the requirements and descriptions of this SOW and be in compliance with all other terms and conditions of this Contract.

C. Milestones

The Contractor shall meet the following program implementation MILESTONES during the SERVICE PERIOD:

2024 Milestones

1. By September 30, 2024, or within 30 days of contract execution: The Contractor shall submit to King County an updated 2024 workplan, if a workplan was previously submitted, or a new 2024 workplan outlining the activities and services offered or in development as a Senior Center to cover the service period July 1, 2024 – March 31, 2025.
2. Resource Fairs: Contractors and subcontractors are required to participate in biennial resource fairs, to be scheduled and convened by ASD, in each council district where the contractor is providing services as listed in Section IV, *Scope of Work, Subsection B.7.*

2025 Milestones

1. By February 14, 2025: The PM Plan shall be fully developed and formally accepted by the Contractor. See Section V, *Performance Measurement*, for more information.
2. By March 31, 2025: The Contractor shall develop milestones for the remaining service period in partnership with King County.

D. Deliverables

The Contractor shall submit the following DELIVERABLES to King County during the SERVICE PERIOD:

1. Complete and accurate billing invoice packages: the Contractor shall deliver a complete and accurate billing invoice package to King County within ten (10) business days of the end of each month in a format provided to the Contractor by King County.
2. Annual Report: The Contractor shall submit an annual narrative progress report to King County by January 15 following each program year. The report shall cover the activities of the previous year (January – December). The format and questions for the annual narrative progress report shall be provided by King County.
3. Services and Client Data: The Contractor shall submit individual-level and/or aggregate-level data about services and client outcomes to King County on a quarterly basis beginning January 1, 2025. Reports are due within ten (10) business days following the end of each quarter of the calendar year. The format and reporting mechanisms for this report shall be provided by King County and be outlined in the PM PLAN.

E. Partnership Expectations

1. The Contractor shall work with King County staff to coordinate and align services with other King County-funded organizations and system partners in order to effectively and efficiently administer a set of services that clients may be seeking to access.

2. The County and other entities often offer training opportunities at no cost to help providers attain and maintain key skills and concepts that will support the County’s goals of effectiveness, efficiency, and equity. The Contractor shall stay informed of training opportunities.
3. The Contractor shall participate quarterly in meetings of other King County-funded organizations, if and when these are convened, to improve system connection and coordination of existing services and support best practices and shared learning.
4. The Contractor shall include an attribution to King County with the use of the King County logo and/or a statement such as “This program receives funding from the King County Veterans, Seniors, and Human Services Levy” in all program marketing materials, digital or hardcopy, developed during the SERVICE PERIOD.

V. PERFORMANCE MEASUREMENT

A. Performance Measurement (PM) Planning Process

A PM PLAN shall be co-developed by the Contractor and DCHS and is intended to provide both parties with useful information for decision-making, planning, and program management. The Contractor and DCHS staff shall work collaboratively to identify relevant and/or required measures of service delivery, quality, and program results, and to determine the mechanisms by which information will be collected, managed, and reported. DCHS is responsible for providing a first draft of the PM PLAN. The PM PLAN shall be considered final after written acceptance is received by both parties. Email communication is sufficient.

B. Performance Measures

The PM PLAN may include at least one of each type of the performance measures (below). The PM PLAN may also include strategy-level performance measures specific to funding sources when applicable.

Measure Type	Meaning	Potential Measures
How much did we do?	Quantity of service provided	Number of Seniors engaged
How well did we do it?	Quality of service provided	Percent of Seniors engaged from strategy focus populations
Is anyone better off?	How clients have been impacted	Percent of Seniors engaged more than one quarter

Once developed and accepted by each party, the Contractor shall be required to adhere to and perform the reporting and other services described and defined in the PM PLAN. The Contractor’s failure to meet any specific performance goals, targets, or other metrics outlined in the PM PLAN shall not constitute a breach of this Contract.

C. Modification of the PM PLAN

Either party may suggest revisions to the PM PLAN. The party requesting revisions to the PM PLAN (the “Requesting Party”) shall submit the suggested changes in writing to the other party (the “Receiving Party”).

If additional changes are requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable PM PLAN has been developed and each party has provided the other with written acceptance of all modifications. Upon such acceptance, the modified PM PLAN shall replace all prior versions of the PM plan.

Development of the PM PLAN is a MILESTONE set forth in the relevant section; failure to participate in the PM PLAN development or modification process may constitute a breach of this Contract.

If, through analysis of the required reports and data or through conversations with the Contractor, it is determined that the program model, as described in this Contract, is not successfully or sufficiently serving the King County Senior community, the Contractor agrees to work with DCHS to re-envision the program model, adjust the PROGRAM ACTIVITIES, and make changes to the PM PLAN. Such adjustments will be documented in a written amendment to this Contract signed by both parties.

VI. DATA COLLECTION AND REPORTING REQUIREMENTS

- A. The Contractor shall maintain compliance with all data collection and reporting requirements stated in the Contract and all Attachments, Statements of Work, and PM PLANS.
- B. The Contractor shall participate in quarterly check-ins with King County staff either in person or by phone. Check-ins may be reduced or increased in frequency based on program needs and King County needs to ensure program accountability and the provision of adequate support for the program.
- C. King County reserves the right to request additional supporting documentation or information, as needed, and between reporting periods. A minimum of three business days’ notice shall be provided to the Contractor. If the Contractor believes such notice is inadequate to prepare the report, it shall work with King County to adjust the due date for additional requested information.
- D. The meeting and reporting requirements of this Section VI shall begin on the date this SOW becomes effective.
- E. The Contractor shall submit a monthly summary of services and progress towards milestones as applicable. This summary shall be submitted with the submission of each invoice provided to King County.
- F. The Contractor shall complete a VSHSL-funded wage study when released by DCHS to help inform understanding of prevailing wages among nonprofit providers, and how compensation may be contributing to staff satisfaction, turnover and participant outcomes. Results of the survey shall be made available to all VSHSL-funded providers.

VII. COMPENSATION AND METHOD OF PAYMENT

A. Payment to the Contractor

Regular payment for activities covered by this SOW shall be based on (1) meeting the deliverables outlined in the table below, and (2) the Contractor incurring periodic costs and expenses in performing program activities described in Section IV.B., SCOPE OF WORK: Program Activities.

If the Contractor does not meet the agreed upon program activities, deliverables and/or contract milestones during two quarters of the Contract and/or if the Contractor fails to engage with the King County staff to make necessary adjustments in order to better serve the King County community, King County reserves the right to request specified corrective action in writing or, either before such a request is issued or if such a request is unheeded or does not produce improved engagement toward quality improvement, to reduce the Contract amount, withhold payment, or terminate this Contract in line with notice requirements in this Contract’s Standard Terms and Conditions.

1. Deliverable:

- a. Timely completion and receipt of contract DELIVERABLES as described in Section IV, Scope of Work, and receipt and acceptance of a Billing Invoice Package (BIP) in a format to be provided to the Contractor by King County.

2024 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
August 14, 2024	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2024 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
September 16, 2024	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2024 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
October 15, 2024	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. General Ledger & Updated Budget

2024 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
		<u>\$7,500</u>	Total	reflecting Quarterly Expenditures, due October 22, 2024 3. Summary of progress towards 2024 workplan and/or milestones as applicable
November 15, 2024	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2024 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
December 13, 2024	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2024 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
January 15, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion or submission of: 1. Accurate Billing Invoice Package 2. General Ledger & Updated Budget reflecting Quarterly Expenditures, due January 23, 2025 3. Annual narrative progress report 4. Summary of progress towards 2024 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	

2025 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
February 14, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Finalized PM Plan 3. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
March 14, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
April 14, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due April 21, 2025 4. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
May 14, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
June 13, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2025 workplan
		<u> </u>	<u> </u>	

2025 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
		<u>\$7,500</u>	Total	and/or milestones as applicable
July 15, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due July 22, 2025 4. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
August 14, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
September 15, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
October 15, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due October 22, 2025 4. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	

2025 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
November 17, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
December 12, 2025	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	
January 15, 2026	Preceding month	<u>\$7,500</u>	VSHSL Fund - Seniors	On-time completion or submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due January 23, 2026 4. Annual narrative progress report 5. Summary of progress towards 2025 workplan and/or milestones as applicable
		<u>\$7,500</u>	Total	

2026 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
February 13, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	

2026 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
March 13, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
April 14, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due April 21, 2026 4. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
May 14, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
June 12, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
July 15, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly
		<u>\$7,875</u>	Total	

2026 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
				Expenditures, due July 22, 2026 4. Summary of progress towards 2026 workplan and/or milestones as applicable
August 14, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
September 15, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
October 15, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due October 22, 2026 4. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
November 16, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	

2026 Payment Table				
Date Due	Payment Period	Payment / Fund Source		Deliverable
December 14, 2026	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion / submission of: 1. Accurate Billing Invoice Package 2. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	
January 15, 2027	Preceding month	<u>\$7,875</u>	VSHSL Fund - Seniors	On-time completion or submission of: 1. Accurate Billing Invoice Package 2. Individual-level data 3. General Ledger & Updated Budget reflecting Quarterly Expenditures, due January 25, 2027 4. Annual narrative progress report 5. Summary of progress towards 2026 workplan and/or milestones as applicable
		<u>\$7,875</u>	Total	

Ongoing funding for the full term of this Contract shall also be contingent on the Contractor’s implementation of the program as described, continued funding availability, and other contractual requirements contained in this Contract.

B. Billing Invoice Package

The Contractor shall submit a BIP monthly that consists of an invoice statement and other reporting requirements as stated in this Contract. The BIP’s accuracy must be attested to by signature of a person authorized by the Contractor or through user timestamp in DCHS’ electronic invoicing system.

The BIP is due within ten (10) business days following the end of each such payment period. Payment is due and shall be made once the BIP is approved by DCHS and processed by King County’s Accounts Payable. Incomplete or inaccurate BIPs shall be returned to the Contractor for corrections and resubmission. The Contractor’s obligation to submit a BIP shall not begin until after the effective date of this contract.

The total amount of payments to the Contractor for each year of this SOW shall not exceed the yearly funding allocation as noted in the funding table in Section I., OVERVIEW, unless otherwise approved by King County in writing.

Every quarter and upon the termination or expiration of this Contract: As outlined in the Payment Table in this Section, the Contractor shall submit actual expenditures for allowable expenses from the previous quarter pursuant to services described in this SOW (Actual Expenditures) as part of the BIP. These actual expenditures shall be transmitted in the form of a detailed general ledger report from Contractor's financial system, including a budget to actuals reconciliation related to activities outlined in this SOW (General Ledger).

The Contractor must retain on file backup documentation for all costs paid for flexible financial assistance, incentives, stipends and/or cash-value cards (including receipts, invoices, timesheets, and copies of checks) for the duration of Contractor's VSHSL award plus an additional six years. This documentation must be made available upon request. The County may conduct a site visit to the Contractor's office to review and verify the foregoing records. Advance notice will be given to the Contractor in the case of fiscal audits to be conducted by the County.

C. Quarterly Budget to Actuals Reconciliation and Payment Process

1. The County shall review, on a quarterly basis, Actual Expenditures compared to the actual payments made to the Contractor and scheduled payments (see Payment Table above) for such quarter (Quarterly Aggregate Payment).
2. If the County determines that Actual Expenditures equal or exceed the Quarterly Aggregate Payment, then the County shall pay the full amount listed in the Payment Table that is then currently due and owing (Current Payment).
3. If the County determines that Actual Expenditures are (a) less than the Quarterly Aggregate Payment and (b) that difference is less than or equal to the next scheduled payment to be made by the County (the Next Payment), then the Next Payment shall be reduced by such difference.
4. If Actual Expenditures are (a) less than the Quarterly Aggregate Payment and (b) that difference is more than the Next Payment, then the County shall be relieved from its obligation to make the Next Payment, and may: (c) lower the amount of future payments by the remaining difference (such as reducing, pausing or skipping payment) and/or (d) require that the Contractor submit a plan stating how excess payments will be applied to future program purposes as described in this Contract (the plan must be approved in writing by the County). The County, in its sole discretion, shall determine whether the Contractor's actual reported expenditures are allowable. The County's decisions regarding how excess payments by the County shall be treated under this Section are final. The County reserves the right to recapture unspent funds.
5. If there is no Next Payment as a result of the expiration or termination of this Contract, then the Contractor shall return any difference between Actual Expenditures and the final Quarterly Aggregate Payment within ten (10) calendar days of King County's review and analysis of the final BIP. Payment instructions shall be provided in writing by the County within three (3) business days of such final BIP analysis.

6. As mutually agreed to in writing by the parties, the aggregate amount of any and all reduced or withheld Next Payments described in Section VII.C.3 and Section VII.C.4 above may be carried forward into future Payment Periods to reimburse Contractor for Actual Expenditures in excess of the Quarterly Aggregate Payment.

D. Acceptance of Work

1. To serve the best interests of King County, the completion of each task, program activity, performance requirement, DELIVERABLE, MILESTONE, and billable item (“Work”) shall be subject to acceptance by DCHS. DCHS may withhold payment if it rejects or fails to accept a DELIVERABLE; payment on the Contract shall not be considered acceptance of Work.
2. In the event of rejection of Work, the Contractor shall be notified within thirty (30) calendar days from the date of DCHS’ receipt of such Work. If DCHS does not accept Work, such notice shall include the reasons for such rejection, and the Contractor shall have fourteen (14) calendar days to cure the identified deficiency(-ies).

E. Material Changes in Revenue

The Contractor shall advise King County quarterly of any material changes in revenues from sources other than the County that are used to provide the services funded under this Contract. The Contractor shall re-negotiate, as needed, if the County determines that such changes are substantial.

F. No Duplication/Supplanting

The Contractor shall not invoice and charge DCHS for incurred costs paid for by another source of funds. Reimbursement shall be made once the BIP is approved by DCHS. Incomplete or inaccurate BIPs shall be returned to the Contractor for corrections and resubmission.

G. Repayment of Funds

If the Contractor has unspent award funds on hand as of the termination date of this Contract, it shall return all unspent funds to DCHS within ten (10) calendar days. If any funds provided to the Contractor were used in a manner that is not consistent or allowable as outlined in this Contract, the Contractor shall return funds to the DCHS in the amount determined to be ineligible within ten (10) calendar days after provided notice.

H. Addition to Standard Terms and Conditions: Part-time Nonemployee Instructors

Refer to Subsection 16 of the King County DCHS Standard Terms and Conditions. The term “Subcontractor” shall not apply to individuals who are not employees of the Contractor, who provide instructional services for the Contractor, and who earn less than \$12,000.00 per year from this work. These services must be provided at a Contractor location or virtually and paid with program funds. Such individuals shall not be considered County employees for any purpose.

The Contractor is solely responsible for informing these nonemployee instructors about their responsibilities regarding self-employment and income taxes, as well as any other tax obligations that may arise from their payment and services under this Contract. For

additional information, the IRS website offers a “Self-Employed Individuals Tax Center” with guidance on tax obligations for independent contractors.

VIII. SUBCONTRACTING AND EQUITY, RACIAL, AND SOCIAL JUSTICE REQUIREMENT

The Contractor shall exercise all due care and diligence and take all reasonable steps to ensure the values, conduct, and associations of any subcontractors or third parties delivering services to participants do not conflict with the work described in this Contract, or King County’s prioritization of equity, racial, and social justice.

IX. MUTUAL PROPRIETARY AND INTELLECTUAL PROPERTY

Notwithstanding Section 21. Proprietary Rights in the King County DCHS Standard Terms and Conditions, the following language shall apply:

A. Intellectual Property Ownership and Rights

The parties agree that ownership of and other rights in any intellectual property created by the Contractor in the course of the conduct of research under this Contract shall be determined in accordance with the laws of the United States and the State of Washington. Except as otherwise expressly provided herein, neither party shall, by reason of this Contract or its performance, obtain any right, title, license or other interest, either expressed or implied, to the other party’s intellectual property.

B. Contractor’s License

To the extent Contractor has ownership of and other rights in any intellectual property created by the Contractor in the course of this Contract, provided that the County has otherwise performed its material obligations under this Contract, the Contractor hereby grants to the County a fully-paid, non-exclusive, royalty-free, license for the County’s use, without right to sublicense, to: (i) the written reports and data delivered to the County; and (ii) the product(s) and materials produced by the Contractor during the course of performing the services identified in this Contract.

C. County’s License

To the extent the County has ownership of and other rights in any intellectual property created in the course of this Contract, provided that the Contractor has otherwise performed its material obligations under this Contract, the County hereby grants to the Contractor a fully-paid, non-exclusive, royalty-free, license for the Contractor’s use, without right to sublicense, to: (i) the written reports and data delivered to the County; and (ii) the product(s) and materials produced by the Contractor during the course of performing the services identified in this Contract.

X. CONFIDENTIALITY OF INTERPRETATION/TRANSLATION

The Contractor shall maintain confidentiality of all information being interpreted/translated. The Contractor shall use information learned in interpretation/translation only for the performance of services identified in this Contract, and not for Contractor’s own benefit.

XI. DCHS CONFIDENTIALITY RESPONSIBILITIES

DCHS shall not at any time directly or indirectly use, communicate, disclose, disseminate, or share any confidential information. DCHS shall take all reasonable measures to protect the secrecy of and avoid disclosure of confidential information consistent with applicable law. In the event applicable law or court order requires DCHS to disclose confidential information, DCHS shall provide Contractor with prompt written notice of such required disclosure. DCHS shall further comply with King County Code Chapter 2.15 in protection of citizenship and immigration status to the fullest extent allowable by law.

XII. CONTRACTOR LIABILITY IN ADDITION TO GENERAL TERMS AND CONDITIONS

In addition to Section 13, Hold Harmless and Indemnification of this Contract's Standard Terms and Conditions, the Contractor shall be liable and solely responsible for the accuracy of its work performed in connection with this Contract. This includes any DELIVERABLE or reporting inaccuracies or fraudulent claims due to the negligence of the Contractor, its Subcontractors, or agents in the performance of the services identified in this Contract.

