

# City of Redmond



## Agenda

Tuesday, February 27, 2024

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](http://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 a Contract Amendment with MENG Analysis, in [CM 24-053](#)  
the Amount of \$100,000, for the Facilities Condition  
Assessment and Decarbonization Strategy  
[Attachment A: Agreement Amendment](#)  
[Attachment B: Commerce Grant Agreement](#)  
[Attachment C: Meng Agreement](#)

*Department: Executive, 5 minutes*

*Requested Action: Consent, March 5th*

- 2a. Approval of Instructional Services Agreement for Snapology [CM 24-077](#)  
Increasing the Maximum Amount Payable to \$120,000  
[Attachment A: 2024 Instructional Service Agreement - Snapology](#)

*Department: Parks and Recreation, 5 minutes*

*Requested Action: Consent, March 5th*

- 2b. Approval of Instructional Services Agreement for Trackers [CM 24-078](#)  
Increasing the Maximum Amount Payable to \$160,000  
[Attachment A: 2024 Instructional Service Agreement - Trackers](#)

*Department: Parks and Recreation*

*Requested Action: Consent, March 5th*

- 2c. Approval of Instructional Services Agreement for Nature [CM 24-079](#)  
Vision Increasing the Maximum Amount Payable to \$130,000  
[Attachment A: 2024 Instructional Services Agreement - Nature Vision](#)

*Department: Parks and Recreation*

*Requested Action: Consent, March 5th*

- 2d. Approval of Instructional Services Agreement for TOPS [CM 24-080](#)  
Increasing the Maximum Amount Payable to \$100,000  
[Attachment A: 2024 Instructional Services Agreement - TOPS](#)

*Department: Parks and Recreation*

*Requested Action: Consent, March 5th*

- 2e. Approval of Instructional Services Agreement for Eastside Skills Samurai Increasing the Maximum Amount Payable to \$120,000 [CM 24-081](#)

[Attachment A: 2024 Instructional Service Agreement - Eastside Skill Samurai](#)

*Department: Parks and Recreation*

*Requested Action: Consent, March 5th*

- 2f. Approval of Instructional Services Agreement for i9 Sports Increasing the Maximum Amount Payable to \$100,000 [CM 24-082](#)

[Attachment A: 2024 Instructional Service Agreement - i9 Sports](#)

*Department: Parks and Recreation*

*Requested Action: Consent, March 5th*

- 2g. Approval of Instructional Services Agreement for Skyhawks Increasing the Maximum Amount Payable to \$100,000 [CM 24-083](#)

[Attachment A: 2024 Instructional Service Agreement - Skyhawks](#)

*Department: Parks and Recreation*

*Requested Action: Consent, March 5th*

3. Approval of Consultant Agreement with Claris Strategy, in the Amount of \$199,692, for the Building Security Strategic Plan [CM 24-056](#)

[Attachment A: Consultant Agreement](#)

*Department: Parks and Recreation, 5 minutes*

*Requested Action: Consent, March 5th*

4. Tree Health Assessment and Mitigation Project Update [CM 24-075](#)

*Department: Parks and Recreation, 5 minutes*

*Requested Action: Study Session, March 12th*

5. Redmond Lights Event Recap 2023 [CM 24-073](#)

[Attachment A - Redmond Lights Recap 2023](#)

*Department: Parks and Recreation, 5 minutes*

*Requested Action: Informational*

6. 2024 Plan of Demonstration Dog Park & Community Garden [CM 24-071](#)  
Expansion

[Attachment A: Demonstration Dog Park and Community Garden  
Information Sheet](#)

[Attachment B: Off-Leash Dog Area Questionnaire Results](#)

*Department: Parks and Recreation, 10 minutes*

*Requested Action: Informational*

7. Redmond Senior & Community Center Update [CM 24-074](#)

[Attachment A: Community and Stakeholder Outreach and Involvement](#)

[Attachment B: Council Review Previous Contacts](#)

*Department: Parks and Recreation, 10 minutes*

*Requested Action: Informational*

8. Climate Resiliency and Sustainability in Vegetation [CM 24-076](#)  
Management Plan Update

*Department: Parks and Recreation, 5 minutes*

*Requested Action: Study Session, March 26th*

## ADJOURNMENT

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



Memorandum

Date: 2/27/2024

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

File No. CM 24-053

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
Parks	Loreen Hamilton	425-556-2336

DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Manager
Parks	Quinn Kuhnhausen	Facilities Manager

**TITLE:**

Approval of a Contract Amendment with MENG Analysis, in the Amount of \$100,000, for the Facilities Condition Assessment and Decarbonization Strategy

**OVERVIEW STATEMENT:**

The proposed \$100,000 contract amendment will allow the city to complete a grant funded solar plus energy storage feasibility analysis as part of the Facility Condition Assessment and Decarbonation Strategy work that’s already underway. 100% of the contract amendment expenses are grant funded. Work will be completed by MENG Analysis’ energy sub-consultant, Ecotope.

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

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Comprehensive Plan, Environmental Sustainability Action Plan (ESAP), Climate Emergency Declaration, City of Redmond Operations Zero Carbon Strategy
- **Required:**  
Contract amendments exceeding \$50,000 require Council authorization.
- **Council Request:**  
N/A
- **Other Key Facts:**  
Department of Commerce Grant

The City executed a \$100,000 grant from the Department of Commerce in January 2024 to complete a solar plus energy storage feasibility study of five city facilities. The scope of work necessary to complete the grant deliverables is within the Facility Condition Assessment scope.

MENG Agreement

As part of the approved 2023-2024 budget, staff contracted with MENG Analysis Consultants in October to lead the Facilities Condition Assessment and Decarbonization Strategy planning. MENG Analysis was selected after a competitive bidding process, and the Request for Proposals (RFP) included solar and energy analysis.

**OUTCOMES:**

A Facilities Condition Assessment (10-year update) is underway to establish a baseline for the City’s current facility portfolio and to identify the current condition of all City-owned buildings. The Facilities Condition Assessment is also evaluating energy efficiency opportunities, electric vehicle charging infrastructure planning, renewable energy site assessments, and other key efforts to strategically advance progress toward the goals of the ESAP, City Operations Zero Carbon Strategy, and Climate Emergency Declaration. This condition assessment will be used to prioritize future projects and update the Facilities Strategic Management Plan. Approval of the grant will allow the city to enhance the solar and energy storage recommendations within the FCA and clearly identify the next steps.

**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: \$430,369 (including proposed grant funded contract amendment)

- \$200,000 from 0000138 - Facilities Condition Assessment service enhancement
- \$100,000 from 0000146 - Facilities Sustainability Planning service enhancement
- \*\$30,369 from the High-Performance Buildings budget offer
- **Amendment Amount:** \$100,000 for grant funded solar plus storage feasibility study. 100% of the amendment is grant funded.

\*The additional \$30,369 will support increased scope in support of the City’s compliance with the Clean Building Performance Standard.

Approved in current biennial budget:       Yes       No       N/A

**Budget Offer Number:**

0000138, 0000146

Date: 2/27/2024

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

File No. CM 24-053

Type: Committee Memo

**Budget Priority:**

Vibrant and Connected, Healthy and Sustainable

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

If yes, explain:

N/A

**Funding source(s):**

General Fund, CIP, Grants

**Budget/Funding Constraints:**

Failure to execute this agreement would comprise the City's ability to meet the grant timeline.

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
9/26/2023	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction
10/3/2023	Business Meeting	Approve

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
3/5/2024	Business Meeting	Approve

**Time Constraints:**

The Department of Commerce grant currently expires on June 30, 2024. While Commerce has indicated an extension is likely given the significant delay in distributing agreements, the City has been instructed to move forward as expeditiously as possible.

**ANTICIPATED RESULT IF NOT APPROVED:**

Failure to execute the amendment could compromise the City's ability to meet the grant timeline and put funding at risk.

**ATTACHMENTS:**

Attachment A: Supplemental Agreement

Attachment B: Department of Commerce Grant Agreement

Attachment C: Consultant Agreement with MENG Analysis



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

The Local Agency of \_\_\_\_\_  
 desires to amend the agreement entered into with \_\_\_\_\_  
 and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to the agreement are described as follows:

**I**

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

**II**

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

**III**

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

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

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

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

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

\_\_\_\_\_  
 Consultant Signature

\_\_\_\_\_  
 Approving Authority Signature

\_\_\_\_\_  
 Date





January 2024

City of Redmond  
15670 NE 85th St  
Redmond, WA 98073-9710

**RE: City of Redmond Solar Plus Battery Storage Feasibility Study**

We are pleased to provide you with a scope of work and budget to support the City of Redmond in assessing the viability and potential of implementing solar plus battery storage solutions for five critical facilities in Redmond through the Facility Condition Assessment.

## SCOPE OF WORK

### Objective

To conduct a comprehensive feasibility study for the City of Redmond to determine the viability and potential of implementing solar plus battery storage solutions for five critical facilities in Redmond.

### Background

The City of Redmond aims to bolster its resilience during extreme weather events and emergencies. This feasibility study will serve as the foundation for the City's solar and battery storage initiatives, aligning with its Climate Emergency Declaration and decarbonization efforts.

#### 1. Facility Evaluation and Load Profiles:

- Assess current electricity consumption for the identified facilities.
- Forecast changes in electricity demand due to anticipated EV charging, electrification of heating, other applications, and new construction.
- Collaborate with facility, emergency staff, and the community to prioritize and profile critical loads for both limited and indefinite durations during grid outages.

#### 2. Resource Scenarios:

- Investigate technically viable onsite solar options for each facility.
- Optimize solutions based on economic, environmental, and resilience objectives.

#### 3. Site Layouts:

- Design site layouts showcasing recommended locations and sizes for solar resources and energy storage.
- Detail the placement of essential electrical assets, including meters and critical loads.

#### 4. Economic Analyses:

- Provide a comprehensive cost estimate for each viable Resource Scenario at every site.
- Evaluate the economic and resilience benefits of each scenario.

#### 5. Reporting & Recommendations:

- Compile a detailed report presenting the results and recommendations from the study.
- Present the findings to the relevant stakeholders.

#### 6. Stakeholder Engagement:

- Engage with the City’s internal experts and the City’s external Environmental Sustainability Advisory Committee throughout the study.
- Ensure feedback and insights from community members and technical experts are incorporated.

#### Milestones:

##### 1. Feasibility Study Data Collection and Stakeholder Engagement (February 2024 - April 2024):

- Kick off the project upon contract execution.
- Collaborate with the City project team and stakeholders to verify key facilities, identify critical loads, and conduct site visits.
- Integrate findings from related strategic planning efforts, including fleet electrification assessment, Material Operations Center facility master planning, facility condition assessment, and decarbonization strategy, and the Hazard Mitigation Plan.

##### 2. Feasibility Study Report (April 2024 – June 2024):

- Present draft report findings to the City’s Environmental Sustainability Advisory Committee, city staff, and City Council.
- Address questions, educate stakeholders, and gather feedback.

##### 3. Final Wrap-Up (June 2024-December 2024):

- Present the final report to the City Council.
- Conclude the project in alignment with the commencement of the 2025-2026 City budget planning.

#### Deliverables:

- Comprehensive facility load profiles.
- Detailed site layouts for each facility.
- Economic analysis report for each viable Resource Scenario.
- Comprehensive feasibility study report with recommendations.
- Presentation materials for stakeholder meetings and City Council briefings.

#### Assumptions:

- All data required for the study will be made available by the City of Redmond.
- Any changes to the scope or deliverables will be communicated and agreed upon in writing.

Note: timelines will be extended should approval be granted by the Department of Commerce.

## CONCLUSION

Upon completion of this feasibility study, the City of Redmond will be equipped with the necessary information to integrate solar and battery storage solutions into its capital improvement strategy, budgeting discussions, and

facility designs. The findings will also serve as the foundation for a Request for Proposals (RFP) aimed at implementing a robust solar microgrid.

**PROPOSED FEES**

Tasks	City of Redmond Solar Plus Battery Storage Feasibility Study	\$100,000
S1.1	Facility Evaluation and Load Profiles	\$20,260
S1.2	Resource Scenarios	\$18,580
S1.3	Site Layouts	\$10,055
S1.4	Economic Analyses	\$14,040
S1.5	Reporting & Recommendations	\$17,755
S1.6	Stakeholder Engagement	\$8,400
Markup	10% prime consultant markup (via Facility Condition Assessment)	\$8,910
Direct Costs	Sub-consultant Travel	\$2,000

**EXCLUSIONS**

No tasks other than those described here shall be completed under this proposed scope of work.



**Interagency Agreement with**

City of Redmond

**through**

Solar plus Storage for Resilient Communities

**Contract Number:**

23-53701-109

**For**

Critical Facilities Solar Plus Storage Feasibility Study - T1: Planning

**Dated:** Friday, September 1, 2023



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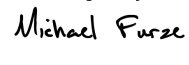
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## Face Sheet

**Contract Number: 23-53701-109**

### Energy Division, Energy Programs in Communities Solar plus Storage for Resilient Communities

<b>1. Grantee</b> City of Redmond PO BOX 97010 MS 3NFN REDMOND, WA 98073-9710		<b>2. Grantee Doing Business As (as applicable)</b> N/A	
<b>3. Grantee Representative</b> Jenny Lybeck Project Manager (425) 566-2121 jlybeck@redmond.gov		<b>4. COMMERCE Representative</b> Dave Hecker Program Manager 360-725-2767 solar@commerce.wa.gov <span style="float: right; padding-left: 20px;">                     P.O. Box 42525                      1011 Plum St                      Olympia, WA 98504-2525                 </span>	
<b>5. Contract Amount</b> \$100,000.00	<b>6. Funding Source</b> Federal:    State: <b>X</b> Other: <b>N/A</b> :	<b>7. Start Date</b> 09/01/2023	<b>8. End Date</b> 06/30/2024
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b> XXXXXXXXXXXXXXX		<b>11. SWV #</b> SWV0003729-00	<b>12. UBI #</b> 176000016
<b>13. UEI #</b> N/A			
<b>14. Contract Purpose</b> T1: Planning and Feasibility Study. The City of Redmond will conduct a Critical Facilities Feasibility Study to assess the technical and economic feasibility of solar plus battery storage projects for five critical facilities in Redmond. These facilities house Redmond’s Emergency Operations Center, provide heating and cooling shelters for the community during extreme weather events, and serve as vital resources during emergency response events and grid outages.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Proviso			
<b>FOR GRANTEE</b> DocuSigned by:  <small>F678C3A6CA90451...</small> Angela Birney, Mayor  1/18/2024   3:53 PM PST <hr/> Date		<b>FOR COMMERCE</b> DocuSigned by:  <small>10D18292955448A...</small> Michael Furze, Assistant Director, Energy Division  1/24/2024   1:18 PM PST <hr/> Date  <b>APPROVED AS TO FORM ONLY                  BY ASSISTANT ATTORNEY GENERAL                  APPROVAL ON FILE</b>	



## **Program Specific Terms and Conditions**

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

### **1. SUBGRANTING/SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)**

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.

### **2. SOLAR PLUS STORAGE FOR RESILIENT COMMUNITIES GRANT REQUIREMENTS**

Grantee agrees to comply with the requirements and follow the guidelines as outlined in the Request for Applications dated January 2023 (the "RFA"), incorporated by this reference as if fully set forth herein. In the event of conflict between the RFA and the agreement, the Agreement prevails.

### **3. REPORTING REQUIREMENTS**

During the contract term, the Grantee must provide quarterly written reports to Commerce for project update purposes. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice for the quarter to be reported. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

- a. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- b. The project milestones met to date and anticipated in the subsequent quarter;
- c. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
- d. Quarterly updated budget projections for project expenditures;
- e. The grant expenditures to date and anticipated in the next quarter.



## **Special Terms and Conditions**

### **1. AUTHORITY**

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

### **2. CONTRACT MANAGEMENT**

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

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

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

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$100,000.00 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 schedule set forth in Attachment B: Budget.

### **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 via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

If required, the attachments to the invoice request in the Commerce Contracts Management System 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 Contract Number listed on the Face Sheet.

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 Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

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

#### **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 contract through June 30, regardless of the contract 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 subcontractors.

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. SUBCONTRACTOR 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 Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**6. INSURANCE**

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

**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 Contract, the inconsistency shall be resolved by giving precedence in the following order:

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



## General Terms and Conditions

### 1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the 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. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### 2. ALL WRITINGS CONTAINED HEREIN

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

### 3. AMENDMENTS

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

### 4. ASSIGNMENT

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

### 5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the 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 Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The 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 Contract 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.

## 6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the 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 Contract, but that incorporate pre-existing materials not produced under the Contract, 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 Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The 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 Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

## 7. **DISPUTES**

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



an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

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

**9. INDEMNIFICATION**

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

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

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

Repayment by the 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 Contract.

**12. RECORDS MAINTENANCE**

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

The 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 contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

**13. SAVINGS**

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

**14. SEVERABILITY**

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

**15. SUBCONTRACTING (Replaced by Program-Specific Terms and Conditions #1)**

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



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

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

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

**16. SURVIVAL**

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

**17. TERMINATION FOR CAUSE**

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the 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 contract. 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 contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

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

**19. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the 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 contract. 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 contract.

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

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

## **20. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- 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 contract.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

21. **WAIVER**

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



## Attachment A: Scope of Work

### Overview

The City of Redmond Solar and Battery Storage Feasibility Study (Study) will evaluate opportunities to add solar and battery storage to five Redmond critical facilities, including Redmond City Hall, Public Safety Building, Fire Station 17, Materials Operation Center, and Senior and Community Center. These facilities house Redmond's Emergency Operations Center, provide heating and cooling shelters for the community during extreme weather events, and serve as vital resources during emergency response events and grid outages.

The Study will include load profiles, resource scenarios, site layouts, economic analyses, and recommendations. This will position the city with the necessary information to implement projects as capital funding and grant opportunities becomes available.

Increasing the preparedness and resilience of these facilities in the long run will directly benefit a community of more than 75,000 and the rural parts or unincorporated East King County served by Fire District 34.

### Scope of Work

The City of Redmond Critical Facilities Feasibility Study (Study) will assess the technical and economic feasibility of solar plus battery storage projects for five critical facilities in Redmond.

The City of Redmond Critical Facilities Feasibility Study (Study) will be completed in partnership with the project team and a technical consultant to create a thorough roadmap to inform next steps for five critical facilities in Redmond. These facilities were identified in partnership with the Emergency Manager as they each serve the Redmond community during extreme weather events and emergencies. The Study will include five primary elements, including:

- Facility Evaluation and Load Profiles: Develop profiles for existing electricity and then adjust for expected changes due to anticipated EV charging, electrification of heating and other applications, and new construction. Work with facility and emergency staff to prioritize and develop profiles for critical loads that need to be maintained for limited periods of time – and critical loads that need to be maintained indefinitely, regardless of grid outage durations.
- Resource Scenarios: Explore possible onsite solar options that are technically viable for each site while optimizing the economic, environmental, and resilience objectives.
- Site Layouts: Develop the site layouts to clearly illustrate recommended locations and sizing for solar resources, locations for energy storage, and to detail locations of key electrical assets (meter and critical loads).
- Economic Analyses: Estimate total project costs and the economic and resilience benefits of each of the viable Resource Scenarios at each site.
- Reporting & Recommendations: Develop report and present the results and recommendations.
- Stakeholder Engagement: Throughout the process, the project team will work in partnership with the City's internal subject matter experts and the City's external Environmental Sustainability Advisory Committee which is made up of community members and experts.

### Deliverables

Project deliverables include a completed City of Redmond Solar Plus Battery Storage Feasibility Study.





## Project Timeline

The City will leverage a technical consultant, in partnership with dedicated project management staff, to complete the analysis. If awarded, the project will include the following activities:

1. **Technical consultant solicitation and contract execution (Sept 2023- November 2023):** upon notice of grant award, the City will solicit proposals from technical consultants to complete the analysis. This will be done through a public bidding process completed in accordance with the City's purchasing policies. This task will be led by the Project Manager.
2. **Feasibility Study Data Collection and Stakeholder Engagement (November 2023 - December 2023):** Project kickoff will begin upon contract execution. The consulting team will work with the City project team and stakeholders to verify the key facilities, identify critical loads, conduct site visits, etc. This task will be informed by the full project team, as outlined in the Project Team and Partners section.
3. **Feasibility Study Report (January 2024 – March 2024):** Draft report findings will be presented and reviewed with the City's Environmental Sustainability Advisory Committee, city staff, and City Council to educate, answer questions, and solicit feedback. This task will be led by the Project Manager and consulting team.
4. **Final Wrap Up (April 2024 -June 2024):** The team will present the final report to Council and the project will conclude. This timing also aligns with the start of 2025-2026 City budget planning. This task will be led by the Project Manager and consulting team.

Timelines may be accelerated should synergies with other efforts be identified, or work be completed faster than the estimated timing outlined above.



## Attachment B: Budget

Milestone	Milestone and Task Description	Key Deliverables	Expected Completion Date	Commerce Grant Amount
A	Technical consultant solicitation and contract execution	Executed Contract with Consultant	November-23	\$5,000.00
B	Feasibility Study Data Collection and Stakeholder Engagement	Facility list	December-23	\$35,000.00
		Load profiles for each facility		
		Site visit photos for each facility (compiled)		
C	Feasibility Study Report	Draft Feasibility Study Report	March-24	\$37,000.00
		Meeting minutes from Environmental Sustainability Advisory Committee; City Council presenting information		
D	Final Wrap Up	Final Feasibility Study Report	June-24	\$23,000.00
		Meeting minutes for City Council		
			<b>Total</b>	<b>\$100,000.00</b>



## **Attachment C: Proviso Governing this Program**

Engrossed Substitute Senate Bill 5693; 68th Legislature, 2023 Regular Session  
2023-2025 Operating Budget  
Section 132

(4) \$37,000,000 of the general fund—state appropriation for fiscal year 2024 and \$37,000,000 of the general fund—state appropriation for fiscal year 2025 are provided solely for grants to increase solar deployment and installation of battery storage in community buildings to enhance grid resiliency and provide backup power for critical needs, such as plug load and refrigeration for medication, during outages or to provide incentives to support electric utility demand response programs that include customer-sited solar and battery storage systems. Eligible uses of the amounts provided in this subsection include, but are not limited to, planning and predevelopment work with vulnerable, highly impacted, and rural communities. For the purposes of this subsection "community buildings" means K-12 schools, community colleges, community centers, recreation centers, libraries, tribal buildings, state and local government buildings, and other publicly owned infrastructure.



# City Contract Routing Form

City Contract #: 10359



## Section 1 – Attach Contract Documents

(multiple files can be uploaded)

Is an insurance certificate attached?

Yes

No/Not applicable

Comments: Consultant Agreement for Meng Analysis

## Section 2 – Fill Out Contract Details

Date: 9/21/2023 Department: Parks and Recreation Division: Facilities Mail Stop: MOCPF

Project Administrator Name: Quinn Kuhnhausen Extension: 2716

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

Contract Type: Consulting Services If other, please indicate: \_\_\_\_\_

Contract Title: Facilities Condition Assessment

Contractor/Consultant Business Name: Meng Analysis

Contract Description: Meng Analysis to provide consulting services for the Facilities Condition Assessment

Project ID #: \_\_\_\_\_ Project Category: \_\_\_\_\_ Budget/Account #: 0000138, 0000146, 000007

Council Approval Date: \_\_\_\_\_ Agenda Memo #: \_\_\_\_\_ RFP/IFB/RFQ #: \_\_\_\_\_ Procurement Category: \_\_\_\_\_

New Contract

Total Amount: 330,369

Start Date: 2023 End Date: 2024

Renewal Option (Y/N): na If yes, how many? na

Amendment/Renewal/Change Order #: \_\_\_\_\_ Original CC #: \_\_\_\_\_


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

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

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

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

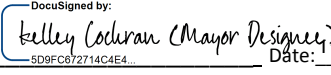
## Section 3 – Route Contract for Signatures and Approvals

Department Director:  Date: 10/5/2023 Comments: \_\_\_\_\_

TIS Director: \_\_\_\_\_ Date: \_\_\_\_\_ Comments: \_\_\_\_\_

City Attorney:  Date: 11/7/2023 Comments: \_\_\_\_\_

Risk Manager:  Date: 11/7/2023 Comments: \_\_\_\_\_

Mayor or Designee:  Date: 11/7/2023 Comments: \_\_\_\_\_

City Clerk's Office:  Date: 11/7/2023 Comments: Electronic Original - in Hummingbird

Purchasing: no signature required – for copy only

## Consulting Services Agreement [Non-Public Work]

<p><b>PROJECT TITLE</b> Facilities Condition Assessment</p>	<p><b>EXHIBITS</b> <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i> Scope of Work, Work Schedule, and Payment Schedule attached</p>
<p><b>CONTRACTOR</b> Meng Analysis</p>	<p><b>CITY OF REDMOND PROJECT ADMINISTRATOR</b> <i>(Name, address, phone #)</i>  City of Redmond Quinn Kuhnhausen 15670 NE 85th Street Redmond, WA 98052 425-556-2716</p>
<p><b>CONTRACTOR'S CONTACT INFORMATION</b> <i>(Name, address, phone #)</i> Sarah Partap Principal MENG Analysis 2001 Western Avenue, Suite 200 Seattle, WA 98121-3300 Mobile: 206-451-3462 Office: 206-838-9797</p>	<p><b>BUDGET OR FUNDING SOURCE</b> Budget Priority - Vibrant and Connected, Healthy and Sustainable 0000138 - Service Enhancements 0000146 - Service Enhancements 0000007 - Environmental Sustainability</p>
<p><b>CONTRACT COMPLETION DATE</b> January 2024</p>	<p><b>MAXIMUM AMOUNT PAYABLE</b> \$330,369 \$200,000 from 0000138, \$100,000 from 0000146, \$30,369 from 0000007.  *The additional \$30,369 will support increased scope in support of the City's compliance with the Clean Building Performance Standard.</p>

page 2 – Consulting Services Agreement, Non-Public Work  
City of Redmond, standard form

THIS AGREEMENT is entered into on 9/21/2023, 20\_\_ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

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

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

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

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

**page 3 – Consulting Services Agreement, Non-Public Work  
City of Redmond, standard form**

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

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

**5. Extra Work.**

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

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

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

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

page 4 – Consulting Services Agreement, Non-Public Work  
City of Redmond, standard form

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

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

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

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

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

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

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



**page 5 – Consulting Services Agreement, Non-Public Work  
City of Redmond, standard form**

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

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

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

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

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

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

**page 6 – Consulting Services Agreement, Non-Public Work  
City of Redmond, standard form**

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

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

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

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

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

**page 7 – Consulting Services Agreement, Non-Public Work  
City of Redmond, standard form**

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

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

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

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

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

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

**page 8 – Consulting Services Agreement, Non-Public Work  
City of Redmond, standard form**

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

**CONSULTANT:**

Sarah Partap

DocuSigned by:

*Sarah Partap*

4306B05A7DE9432

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

Title: Principal

**CITY OF REDMOND:**

DocuSigned by:

*Kelley Cochran (Mayor Designee)*

5D9FC672714C4E4...

Angela Birney, Mayor

DATED: 11/7/2023

**ATTEST/AUTHENTICATED:**

DocuSigned by:

*Cheryl Xanthos*

E725E589816E4E1...

City Clerk, City of Redmond

**APPROVED AS TO FORM:**

DocuSigned by:

*James E. Haney*

85394CE968994B5...

Office of the City Attorney



Quinn Kuhnhausen  
 Facilities Manager - City of Redmond  
 15670 NE 85<sup>th</sup> St  
 Redmond, WA 98073

September 15, 2023

Subject: City of Redmond Facility Condition Assessment

Dear Mr. Kuhnhausen,

The MENG Analysis team is excited about the opportunity to work with the City of Redmond in support of your Facility Condition Assessment (FCA) and Sustainability Assessment. This document provides our detailed scope proposal for the project.

### Facility List

The facilities included in this scope are as follows:

Facility	Address	Bldg Area (sf)	Year Built
City Hall	15670 NE 85th	113,068	2006
City Hall Parking Garage	8711 160th Ave NE	90,000	2006
Public Safety Building	8701 160th Ave NE	90,000	1991
Teen Center	16510 NE 79th St	8,000	1952
Fire Station 18	22710 NE Alder Crest Dr	6,900	2005
Community Center/RCCMV	6505 176th Ave NE	46,000	
Redmond Pool	17535 NE 104th St	19,700	1970
Fire Station 11	8450 161st Ave NE	23,800	1981
Fire Station 11 Annex	8440 161st Ave NE	1,000	
Fire Station 12	4211 148th Ave NE	7,050	1980
Fire Station 13	8701 208th Ave NE	6,500	1972
Fire Station 14	5021 264th Ave NE	9,500	1991
Fire Station 16 and Shop	6502 185th Ave NE	15,500	1996
Fire Station 17	16917 NE 116th St	16,799	2012



### FCA Level of Effort

Our team will perform a comprehensive review of each facility which includes reviewing the available maintenance history and drawings, interviewing maintenance staff and building occupants (if desired), and performing an on-site assessment. We will document our findings with Uniformat Level III (subsystem) descriptions and scores (see Figure 1 as example).

Exclusions: A complete maintenance history audit is not included in this scope. No destructive or invasive testing is included in this scope of work.

### Facility Access

During the onsite assessments, we require access to the roof, attic spaces, basements, mechanical/electrical rooms, elevator machine rooms, and data/comm rooms. We prefer to be escorted through each space by a knowledgeable maintenance person, but if this is not possible, we can do the assessment without an escort, so long as we have access keys.

Figure 1. Example Uniformat Level III Subsystems

Figure 1 - ASTM UNIFORMAT II Classification of Building Elements (E1557-97)		
Level 1 Major Group Elements	Level 2 Group Elements	Level 3 Individual Elements
A. SUBSTRUCTURE	A10 Foundations	A1010 Standard Foundations A1020 Special Foundations A1030 Slab on Grade
	A20 Basement Construction	A2010 Basement Excavation A2020 Basement Walls
B. SHELL	B10 Superstructure	B1010 Floor Construction B1020 Roof Construction
	B20 Exterior Closure	B2010 Exterior Walls B2020 Exterior Windows Exterior Doors
	B30 Roofing	B3010 Roof Coverings B3020 Roof Openings

### Mechanical Equipment Inventory

While on site, our team will document the available details such as equipment type, location, installation date, make, model, and serial number of the accessible pieces of major maintainable equipment. See table on page 4 for included equipment. Each piece of equipment will be given a score based on the observed condition and reported performance. Testing of equipment is not included in this scope of work. A photo log is included in this scope of work. We will provide one photo for each piece of equipment. This equipment inventory will be provided to the City as a Microsoft Excel spreadsheet.

Major maintainable MEP equipment typically includes the following.

Uniformat Subsystem	Equipment	Comments
D1010 – Elevators	Elevators, Lifts	
D2020 – Domestic Water Distribution	Booster Pumps, Water Treatment, Water Heaters	
D2030 – Sanitary Waste	Ejector (liff) Stations, Grease Interceptors	Not including specialty WWTP process equipment or similar
D2040 – Rainwater Drainage	Sump pumps; Rainwater harvesting (RWH)	
D2090 – Other Plumbing Systems	Air compressors & dryers, Acid waste	Plus other substantial, if any
D3010 – Energy Supply	Campus energy systems	



Uniformat Subsystem	Equipment	Comments
D3020 – Heat Generating	Boilers, hot water pumps, furnaces	
D3030 – Cooling Generating	Chillers, cooling towers, condensing units	May include large ceiling fans, but not small
D3040 – HVAC Distribution	Air handing units, Heat recovery units DOAS units, large exhaust fans, etc.	And most other “large” mechanical equipment (varies widely)
D3050 – Terminal and Packaged Units	Rooftop units, larger unit heaters, through-wall “PTAC” units, etc.	Excludes most “terminal units” (VAV boxes, duct heaters, baseboard heater, etc.)
D3060 – Controls	BAS/DDC System	As a whole (typically just one line item for the entire system)
D3090 – Other HVAC	Kitchen Hoods and associated exhaust fans and make-up air units; Shop hoods and associated exhaust and make-up units	Plus other substantial “industrial ventilation” equipment (varies widely)
D4010 – Fire Protection Sprinkler System	Fire pumps; Risers	
D4090 – Other Fire Protection	Gaseous fire suppression	
D5010 – Electrical Service	Main switchboard or main distribution panel (MDP); renewable energy systems (e.g., PV)	Excludes distribution panels
D5020 – Lighting and Branch Wiring		Typically none
D5030 – Low Voltage Systems	FACP	
D5090 – Other Electrical	Generators, Automatic transfer switches, Lighting inverters, UPS, etc.	Larger building equipment (not individual data rack UPS's)
E1010 – Commercial Equipment		Typically not included
E1020 – Institutional Equipment	Major maintainable equipment	When built-in to the facility



## Scope

This section aligns with and describes each of the tasks presented in Attachment A fee proposal spreadsheet dated 9/6/2023.

### Task 1. Facility Assessment Planning

#### 1.1 FCA Kickoff Meeting

At the kickoff meeting, we will define the parameters of the FCA, determine customized categories/departments/prioritization for your facilities, agree on the overall project timeline, confirm the facility for the pilot assessment, and identify next steps to solidify a project plan and schedule.

#### 1.2 Review Facility Materials

We will send a list of requested background data for each facility. We use this data to set up the database and gain a baseline understanding of each facility and site. This includes floor plans, site plans, etc. We will upload facility information from the last FCA into our new database as a starting point. We also request access to the City's EnergyStar Portfolio Manager so we can review historic energy performance.

#### 1.3 Prepare & Distribute Occupant & Facility Staff Questionnaires

We will prepare a questionnaire for facility staff (and building occupants if desired) to note known issues, concerns, or upcoming work on the facilities.

#### 1.4 Review and Compile Questionnaire Data & EUI

We will compile the questionnaire response data and look for trends or inconsistencies. Our surveyors will review these questionnaires prior to beginning the onsite assessment. We will also review the energy use intensity (EUI) for each facility as provided by the City of Redmond. The EUI helps surveyors identify possible concealed issues that can be reviewed in more detail while on-site.

#### 1.5 Energy Data and Carbon Assessment

Our team will conduct an energy data assessment that supports Redmond's efforts to 1) reduce municipal building energy demand and 2) prioritize building fuel switching. We will review Redmond's energy and carbon data via Energy Star Portfolio Manager (ESPM), GHG inventories, and/or three years of energy use data to determine each facility's Energy Use Intensity (EUI) and greenhouse gas Intensity (GHGI).

#### 1.6 Customize Database

We will calibrate our database to be used for this project. We will establish the deficiency categories and priorities as directed by the City at the Kickoff Meeting.

#### 1.7 Schedule, Access, Logistics, Memo

We will provide the City with a recommended assessment schedule for review and confirmation. Once confirmed, we will confirm site access and logistics, and summarize the project information that can be shared with your internal stakeholders and building occupants.

#### 1.8 Stakeholder Interviews

We will meet with department stakeholders to discuss facility use, needs, and upcoming projects. This will help augment the data already collected in the questionnaires.





## 1.9 Pilot Assessment

The purpose of the pilot assessment is for your team to see firsthand how the assessments are conducted in order to be fully prepared for the onsite work. We will prepare a single-building report for your review. Your early feedback on the pilot report allows us to calibrate our reporting to ensure we are meeting your needs.

### Task 1 Deliverables

- Facility Questionnaires
- Assessment Schedule
- Project Memo
- Written summaries of stakeholder meetings

## **Task 2. Onsite Facility Condition Assessment**

### 2.1 Weekly Meeting with Facility Staff

At the beginning of each week of field surveys, MENG Analysis surveyors will discuss the information from the questionnaires and ask other pertinent questions to facility. Facility staff may disclose other information if not included on the questionnaire responses.

### 2.2 Onsite Facility Examination and Writeups

MENG Analysis staff will perform a detailed onsite assessment of the facilities listed beginning on page one of this proposal. Building subsystem types, age, and condition will be estimated and recorded. Roof access will be required, as well as access to locked spaces such as mechanical and electrical rooms. Facility staff to provide ladders if roof access is not built into the building.

### 2.3 Energy Audit

The City of Redmond has elected to pursue CBPS compliance via the Investment Criteria pathway for the Public Safety building. This pathway requires an ASHRAE Level 2 audit, which will evaluate the design, condition, and operation of the HVAC, domestic hot water (DHW), envelope, and lighting systems. From this audit, we will develop energy efficiency and decarbonization measure packages with savings calculations and life cycle cost assessments (LCCAs) per CBPS rules. Redmond is required to implement all cost-effective energy efficiency measures for CBPS compliance

### Task 2 Deliverables

- Energy Audit

## **Task 3. Analysis of FCA Information**

### 3.1 QC Assessment Data

After the completion of the onsite assessment, surveyors will finalize their detailed writeups. The project technician and project manager will review the data for quality, consistency, and completeness.

### 3.2 Cost Estimating



The cost estimator will prepare costs for each deficiency and also a building-specific cost model to forecast future costs for repairs and replacements.

### 3.3 Equipment Cost Benefit Analysis & Project Bundling

At a rough order of magnitude, our team will utilize the FCA cost estimates to establish lifecycle cost analyses that will inform project phasing and bundling recommendations. These recommendations will improve Redmond's approach to CBPS compliance and capital planning.

### 3.4 Clean Building Performance Standard Analysis

We will provide an assessment the CBPS compliance readiness of Redmond's buildings based on the results of Task 3.3 and an assessment of Energy Star Portfolio Manager data, including building activity descriptions, gross square footage data, meter information, and energy consumption. At this stage we will also establish the energy use intensity targets (EUIs) for each building subject to CBPS regulatory targets.

### 3.5 Calculations & Prioritizations

The team will evaluate and prioritize current facility conditions and upgrade opportunities using a broad multi-criteria analysis with an initial raking by energy EUI, GHGI, and total energy use to identify poor and exemplary performers, then professionally estimate regulatory compliance, deployment and operating costs, and facility and equipment life cycle.

#### Task 3 Deliverables

- None

## **Task 4. FCA Reporting**

### 4.1 Building Condition Reports

A condition report for each building will be provided. This includes subsystem descriptions and scores, individual deficiency write-ups with cost estimates, facility FCI, total 10-year needs, and total deficiency needs.

### 4.2 Draft Summary & 10-year Expenditure Plan

This plan will document the City-wide predicted costs over a 10-year period and present a prioritization strategy to help the City determine which renewals should occur when, based on available funding.

### 4.3 Post-Report Workshop

After transmission of the Draft Summary & 10-year Expenditure Plan, MENG Analysis will meet with City staff to discuss findings and review comments or edits from the City.

### 4.4 Finalize Draft Summary & 10-year Expenditure Plan

Any edits resulting from the post-report meeting will be incorporated into the final Summary & 10-year Expenditure Plan

### 4.5 Presentation

One formal presentation of report findings by the project manager, and supporting assessment staff if needed to PM group at the City. This presentation will help inform the City Council presentation.



#### 4.6 Energy Efficiency Policy Development

- We will work with the City of Redmond's Environmental Sustainability Program Manager to
- Review and advise City staff on establishing city policies and/or procedures for ensuring the efficient and carbon-free design and maintenance of municipal buildings.
  - Research and recommend high-level building design standards for the city
  - Inform and support the implementation of municipal green building and electrification policies and/or procedures and strategic planning efforts.

#### Task 4 Deliverables

- Building Condition Reports
- Draft Summary & 10-year Expenditure Plan
- Final Summary & 10-year Expenditure Plan

#### **Task 5. Preparation & Presentation of Assessment Deliverables**

##### 5.1 Council Presentation

One formal presentation of report findings to City Council or similar

##### 5.2 Data Management & Dashboard

We will create a custom data visualization tool showing conditions and costs across the City's portfolio and perform user training.

*Note: The Power BI dashboard is intended to be used as a visualization tool for snapshot-in-time data, not as a standalone CMMS system. If the City would like to investigate options for or implement a CMMS system, this would not be included under the current scope of work.*

#### Task 5 Deliverables

- Formal, in-person presentation of findings
- Microsoft Power BI Dashboard & 1-hr Training



## Fee

Our proposed lump sum fee for the FCA scope totals \$330,369. The detailed cost breakdown is shown in **Attachment 2 – Fee Proposal**.

## Schedule

We anticipate 1 day in the field for the pilot assessment, plus an additional 8 days to review the remainder of the facilities. A draft assessment schedule is attached as **Attachment 3 – Assessment Schedule**. The target milestone dates for the project are as follows:

- Facility Assessment Planning & Preparation; mid-October – November 2023
- On-site Condition Assessments; November – December 2023
- Cost Estimating and Analysis of Condition Assessment Information; January 2024
- Reporting, Presentations, and Data Dashboard; February- March 2024

Based on this rough schedule, our estimate billing schedule is as follows:

Month	Estimate % Complete (month & cumulative)	Invoice Amount
October	10%; 10%	\$33,037
November	15%; 25%	\$49,555
December	25%; 50%	\$82,592
January	20%; 70%	\$66,074
February	20%; 90%	\$66,074
March	10%; 100%	\$33,037

Our actual invoices will be based on the percent complete of the project work at the end of each month.

After reviewing this proposal, please contact me with any questions. We look forward to exceeding your expectations!

Thank you,

Sarah Partap  
Principal  
MENG Analysis  
Mobile: 206-451-3462 (preferred)  
Office: 206-838-9797

Attachment 1 - Fee Proposal 9/15/2023		MENG Analysis					Ecoptope				RC Cost Group	Cost per Task
		Project Manager	Surveyor - Civil, Structural, Architectural	Surveyor - Mechanical, Electrical, Plumbing	Commissioning Agent/ Equipment Inventory	Data Manager	Decarbonization Manager	Pricipal Advisor	Mechanical Engineer	Technical Analys	Cost Estimating	
<b>Phase 0</b>	<b>Project Management &amp; Admin</b>	<b>64</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>28</b>	<b>32</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>\$31,100</b>
0.1	General Project Management & Admin	40	0	0	0	20	20	0	0	0	0	
0.2	Progress Rerporting & Update Meetings	24	4	4	4	8	12	4	0	0	12	
<b>Phase 1</b>	<b>Facility Assessment Planning</b>	<b>23</b>	<b>30</b>	<b>30</b>	<b>12</b>	<b>36</b>	<b>28</b>	<b>3</b>	<b>14</b>	<b>34</b>	<b>4</b>	<b>\$44,930</b>
1.1	Kickoff Meeting	4	2	2	2	2	4	2	0	0	0	
1.2	Review Facility Materials	2	4	4	0	12	2	0	6	6	0	
1.3	Facility Questionnaires	0	0	0	0	2	1	1	0	0	0	
1.4	Review & Consolidate Questionnaire Data	0	2	2	0	2	3	0	0	2	0	
1.5	Energy Data and Carbon Assessment	0	0	0	0	2	12	0	0	12	0	
1.6	Customize Database	0	0	0	0	10	0	0	0	0	0	
1.7	Schedule, Access, Logistics	1	0	0	0	2	0	0	0	2	0	
1.8	Stakeholder Interviews	12	12	12	0	0	6	0	0	4	0	
1.9	Pilot Assessment	4	10	10	10	4	0	0	8	8	4	
<b>Phase 2</b>	<b>On-site Facility Condition Assessment</b>	<b>0</b>	<b>88</b>	<b>88</b>	<b>56</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>60</b>	<b>66</b>	<b>0</b>	<b>\$81,310</b>
2.1	Weekly Meeting with Facility Staff	0	6	6	6	0	0	0	0	6	0	
2.2	Onsite Facility Examination & Write Ups & Drive Time	0	82	82	50	0	0	0	0	0	0	
2.3	Energy Audit	0	0	0	0	0	10	0	60	60		
<b>Phase 3</b>	<b>Analysis of FCA Information</b>	<b>24</b>	<b>12</b>	<b>24</b>	<b>0</b>	<b>96</b>	<b>58</b>	<b>32</b>	<b>15</b>	<b>9</b>	<b>65</b>	<b>\$70,615</b>
3.1	QC Assessment Data	16	12	12	0	32	2	0	5	5	0	
3.2	Cost Estimating	0	0	0	0	4	2	0	2		65	
3.3	Equipment Cost Benefit Analysis & Project Bundling	0	0	12	0	40	2	0	8	4	0	
3.4	Clean Building Perfomance Standard Analysis	0	0	0	0	0	12	0	0	0	0	
3.6	Calculations & Prioritization	8	0	0	0	20	40	32	0	0	0	
<b>Phase 4</b>	<b>FCA Report Preparation</b>	<b>66</b>	<b>22</b>	<b>26</b>	<b>0</b>	<b>40</b>	<b>89</b>	<b>33</b>	<b>12</b>	<b>10</b>	<b>8</b>	<b>\$66,970</b>
4.1	Building Condition Reports	6	0	0	0	12	2	0	8	8	0	
4.2	Draft Summary & 10-year Expenditure Plan	40	16	16	0	16	6	6	2	0	0	
4.3	Post Report Workshop	4	2	2	0	2	2	2	2	2	8	
4.4	Final Summary & 10-year Expenditure Plan	2	0	0	0	2	1	1	0	0	0	
4.5	Presentation to City Council (or similar)	12	4	4	0	4	8	4	0	0	0	
4.6	Energy Efficiency Policy Development	2	0	4	0	4	70	20	0	0	0	
<b>Phase 5</b>	<b>Preparation &amp; Presentaion of Assessment Deliverables</b>	<b>10</b>	<b>2</b>	<b>2</b>	<b>40</b>	<b>0</b>	<b>12</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>16</b>	<b>\$19,640</b>
5.1	Presentation to City Council (or similar)	8	2	2	0	0	8	4	4	0	0	
5.2	Dashboard Setup & Training	2	0	0	40	0	4	0	4	0	16	
Total Hours		187	158	174	112	200	229	76	109	119	105	
Hourly Rates		\$200	\$240	\$240	\$195	\$180	\$220	\$280	\$240	\$175	\$200	
<b>subtotal</b>		<b>\$314,565</b>					<b>\$50,380</b>	<b>\$21,280</b>	<b>\$26,160</b>	<b>\$20,825</b>	<b>\$21,000</b>	
Estimated Direct Costs (+10%)		\$1,839										
Subconsultant Cost Markup 10%		\$13,965										
<b>Estimated Grand Total</b>		<b>\$330,369</b>										

## MENG Analysis

	Sarah	Timothy	Doug	Jeff
RT miles	20	30	20	60
# of trips	3	12	12	12
subtotal miles	60	360	240	720

grand total miles 1380

mileage rate 0.655

ferry RT (10) 768

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total cost \$ 1,672

marked up \$ 1,839

## Attachment 3 - Assessment Schedule

9/6/2023

Assessment Date	Facility	Address	Bldg Area (sf)
21-Nov	Fire Station 17 <b>Pilot Assessment</b>	16917 NE 116th St	16,799
4-Dec	Teen Center	16510 NE 79th St	8,000
4-Dec	Fire Station 18	22710 NE Alder Crest Dr	6,900
5-Dec	Fire Station 13	8701 208th Ave NE	6,500
5-Dec	Fire Station 14	5021 264th Ave NE	9,500
6-Dec	City Hall	15670 NE 85th	113,068
6-Dec	City Hall Parking Garage	8711 160th Ave NE	90,000
7-Dec	Public Safety Building	8701 160th Ave NE	90,000
18-Dec	Redmond Pool	17535 NE 104th St	19,700
19-Dec	Fire Station 16 and Shop	6502 185th Ave NE	15,500
19-Dec	Fire Station 12	4211 148th Ave NE	7,050
20-Dec	Fire Station 11	8450 161st Ave NE	23,800
21-Dec	Fire Station 11 Annex	8440 161st Ave NE	1,000
21-Dec	Community Center/RCCMV	6505 176th Ave NE	46,000



Memorandum

Date: 2/27/2024

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

File No. CM 24-077

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 Parks Director
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 \$120,000

**OVERVIEW STATEMENT:**

Seeking 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 instructional services contracts that exceed \$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 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:**  
\$120,000

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

**Budget Offer Number:**  
000217-Community Recreation

**Budget Priority:**  
Healthy and Sustainable

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

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

**Funding source(s):**  
Recreation Activity Fund

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

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
3/5/2024	Business Meeting	Approve

**Time Constraints:**

Direction needed prior to finalizing registration information by March 12, 2024.

**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: 2024 Instructional Services Agreement - Snapology

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<p><b>PROJECT TITLE</b></p>	<p><b>EXHIBITS</b>  <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p>
<p><b>CONTRACTOR</b></p>	<p><b>CITY OF REDMOND PROJECT ADMINISTRATOR</b>  <i>(Name, address, phone #)</i></p> <p>City of Redmond</p>
<p><b>CONTRACTOR'S CONTACT INFORMATION</b>  <i>(Name, address, phone #)</i></p>	<p><b>BUDGET OR FUNDING SOURCE</b></p>
<p><b>CONTRACT COMPLETION DATE</b></p>	<p><b>MAXIMUM AMOUNT PAYABLE</b></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](http://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: 2/27/2024

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

File No. CM 24-078

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
-------	-----------------	--------------

DEPARTMENT STAFF:

Parks	Zach Houvener	Deputy Parks Director
Parks	Jeff Hagen	Recreation Supervisor
Parks	Michael Locke	Recreation Program Coordinator

TITLE:

Approval of Instructional Services Agreement for Trackers Increasing the Maximum Amount Payable to \$160,000

OVERVIEW STATEMENT:

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

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

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

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

- **Required:**  
Council approval is required for instructional services contracts that exceed \$75,000.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

The maximum amount payable increase allows for serving youth who wish to participate in outdoor 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:**  
\$160,000

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

**Budget Offer Number:**  
000217-Community Recreation

**Budget Priority:**  
Healthy and Sustainable

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

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

**Funding source(s):**  
Recreation Activity Fund

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

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
3/5/2024	Business Meeting	Approve

**Time Constraints:**

Direction needed prior to finalizing registration information by March 12, 2024.

**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: 2024 Instructional Services Agreement - Trackers

--

<p><b>PROJECT TITLE</b></p>	<p><b>EXHIBITS</b>  <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p>
<p><b>CONTRACTOR</b></p>	<p><b>CITY OF REDMOND PROJECT ADMINISTRATOR</b>  <i>(Name, address, phone #)</i></p> <p>City of Redmond</p>
<p><b>CONTRACTOR'S CONTACT INFORMATION</b>  <i>(Name, address, phone #)</i></p>	<p><b>BUDGET OR FUNDING SOURCE</b></p>
<p><b>CONTRACT COMPLETION DATE</b></p>	<p><b>MAXIMUM AMOUNT PAYABLE</b></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 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](http://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: 2/27/2024

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

File No. CM 24-079

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
-------	-----------------	--------------

DEPARTMENT STAFF:

Parks	Zach Houvener	Deputy Parks Director
Parks	Cindy Johnson	Recreation Supervisor

**TITLE:**

Approval of Instructional Services Agreement for Nature Vision Increasing the Maximum Amount Payable to \$130,000

**OVERVIEW STATEMENT:**

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

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

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

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

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

**OUTCOMES:**

An increase to the maximum amount payable allows for serving a greater number of youth who wish to register for these programs while in-turn increasing the revenue for the Recreation Activity Fund.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

\$130,000

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

**Budget Offer Number:**

000217-Community Recreation

**Budget Priority:**

Healthy and Sustainable

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

***If yes, explain:***

N/A

**Funding source(s):**

Recreation Activity Fund

**Budget/Funding Constraints:**

N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
3/5/2024	Business Meeting	Approve

**Time Constraints:**

Direction needed prior to finalizing registration information by March 12, 2024.

**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: 2024 Instructional Services Agreement - Nature Vision

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<p><b>PROJECT TITLE</b></p>	<p><b>EXHIBITS</b>  <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p>
<p><b>CONTRACTOR</b></p>	<p><b>CITY OF REDMOND PROJECT ADMINISTRATOR</b>  <i>(Name, address, phone #)</i></p> <p>City of Redmond</p>
<p><b>CONTRACTOR'S CONTACT INFORMATION</b>  <i>(Name, address, phone #)</i></p>	<p><b>BUDGET OR FUNDING SOURCE</b></p>
<p><b>CONTRACT COMPLETION DATE</b></p>	<p><b>MAXIMUM AMOUNT PAYABLE</b></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](http://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: 2/27/2024

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

File No. CM 24-080

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 Parks Director
Parks	Katie Fraser	Recreation Supervisor

**TITLE:**

Approval of Instructional Services Agreement for TOPS Increasing the Maximum Amount Payable to \$100,000

**OVERVIEW STATEMENT:**

Seeking approval of an increase to the maximum amount payable to 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 instructional services agreements that exceed \$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 register for 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:**  
\$100,000

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

**Budget Offer Number:**  
000217-Community Recreation

**Budget Priority:**  
Healthy and Sustainable

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

*If yes, explain:*  
N/A

**Funding source(s):**  
Recreation Activity Fund

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

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
3/5/2024	Business Meeting	Approve

**Time Constraints:**

Direction needed prior to finalizing registration information by March 12, 2024.

**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: 2024 Instructional Services Agreement - TOPS



--

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

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**2. Conditions/Arrangements.**

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**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](http://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: 2/27/2024

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

File No. CM 24-081

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 Parks Director
Parks	Jeff Hagen	Recreation Supervisor
Parks	Jillian Lowe	Recreation Program Coordinator

**TITLE:**

Approval of Instructional Services Agreement for Eastside Skills Samurai Increasing the Maximum Amount Payable to

\$120,000

**OVERVIEW STATEMENT:**

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

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

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

Receive Information

Provide Direction

Approve

**REQUEST RATIONALE:**

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



Policy.

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

**OUTCOMES:**

The maximum amount payable increase allows for serving the many youths who wish to participate in STEM 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:**  
\$120,000

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

**Budget Offer Number:**  
000217-Community Recreation

**Budget Priority:**  
Healthy and Sustainable

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

*If yes, explain:*  
N/A

**Funding source(s):**  
Recreation Activity Fund

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

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
3/5/2024	Business Meeting	Approve

**Time Constraints:**

Direction needed prior to finalizing registration information by March 12, 2024.

**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: 2024 Instructional Services Agreement - Eastside Skills Samurai

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

**THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, 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 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](http://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: 2/27/2024

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

File No. CM 24-082

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 Parks Director
Parks	Jeff Hagen	Recreation Supervisor
Parks	Michael Locke	Recreation Program Coordinator

**TITLE:**

Approval of Instructional Services Agreement for i9 Sports Increasing the Maximum Amount Payable to \$100,000

**OVERVIEW STATEMENT:**

Seeking approval of an increase to the maximum amount payable to i9 Sports 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 instructional services agreements that exceed \$75,000.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

The maximum amount payable increase allows for serving youth who wish to participate in sport 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:**  
\$100,000

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

**Budget Offer Number:**  
000217-Community Recreation

**Budget Priority:**  
Healthy and Sustainable

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

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

**Funding source(s):**  
Recreation Activity Fund

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

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
3/5/2024	Business Meeting	Approve

**Time Constraints:**

Direction needed prior to finalizing registration information by March 12, 2024.

**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: 2024 Instructional Services Agreement - i9 Sports

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<p><b>PROJECT TITLE</b></p>	<p><b>EXHIBITS</b>  <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p>
<p><b>CONTRACTOR</b></p>	<p><b>CITY OF REDMOND PROJECT ADMINISTRATOR</b>  <i>(Name, address, phone #)</i></p> <p>City of Redmond</p>
<p><b>CONTRACTOR'S CONTACT INFORMATION</b>  <i>(Name, address, phone #)</i></p>	<p><b>BUDGET OR FUNDING SOURCE</b></p>
<p><b>CONTRACT COMPLETION DATE</b></p>	<p><b>MAXIMUM AMOUNT PAYABLE</b></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](http://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: 2/27/2024

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

File No. CM 24-083

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 Parks Director
Parks	Jeff Hagen	Recreation Supervisor
Parks	Michael Locke	Recreation Program Coordinator

**TITLE:**

Approval of Instructional Services Agreement for Skyhawks Increasing the Maximum Amount Payable to \$100,000

**OVERVIEW STATEMENT:**

Seeking approval of an increase to the maximum amount payable to Skyhawks 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 instructional services agreements that exceed \$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 sport 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:**  
\$100,000

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

**Budget Offer Number:**  
000217-Community Recreation

**Budget Priority:**  
Healthy and Sustainable

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

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

**Funding source(s):**  
Recreation Activity Fund

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

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
3/5/2024	Business Meeting	Approve

**Time Constraints:**

Direction needed prior to finalizing registration information by March 12, 2024.

**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: 2024 Instructional Services Agreement - Skyhawks

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<p><b>PROJECT TITLE</b></p>	<p><b>EXHIBITS</b>  <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p>
<p><b>CONTRACTOR</b></p>	<p><b>CITY OF REDMOND PROJECT ADMINISTRATOR</b>  <i>(Name, address, phone #)</i></p> <p>City of Redmond</p>
<p><b>CONTRACTOR'S CONTACT INFORMATION</b>  <i>(Name, address, phone #)</i></p>	<p><b>BUDGET OR FUNDING SOURCE</b></p>
<p><b>CONTRACT COMPLETION DATE</b></p>	<p><b>MAXIMUM AMOUNT PAYABLE</b></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](http://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: 2/27/2024

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

File No. CM 24-056

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	David Tucheck	Deputy Director
Parks	Quinn Kuhnhausen	Facilities Manager

**TITLE:**

Approval of Consultant Agreement with Claris Strategy, in the Amount of \$199,692, for the Building Security Strategic Plan

**OVERVIEW STATEMENT:**

As part of the approved 2023-24 budget, staff is requesting council authorization of \$199,692 for Claris Strategy to lead the Building Security Strategic Plan. Claris Strategy was selected after a competitive process.

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

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

**OUTCOMES:**

The consultant will assess citywide building needs for Public Safety, Fire Stations, City Hall, Parks and Recreation

Facilities, as well as ancillary locations such as pump stations. A Building Security Strategic Plan is needed to make recommendations for future security upgrades and provide a comprehensive approach and unified system.

**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:**

\$199,692

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

**Budget Offer Number:**

0000138

**Budget Priority:**

Vibrant and Connected

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

*If yes, explain:*

N/A

**Funding source(s):**

General Fund

**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

Date: 2/27/2024

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

File No. CM 24-056

Type: Committee Memo

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
3/5/2024	Business Meeting	Approve

**Time Constraints:**

Approval of the consultant agreement will allow the consultant to begin work in May 2024 and the final Building Security Strategic Plan is to be completed by August 2024. Following the completion of the plan, findings will be used to inform future CIP and Operations budgets.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the consultant agreement is not approved, a Building Security Strategic Plan will not be completed, increasing risks to City staff and community members.

**ATTACHMENTS:**

Attachment A: Consultant Agreement with Claris Strategy



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

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

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

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

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

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

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

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

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

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

5. **Extra Work.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**page 8 – Consulting Services Agreement, Non-Public Work  
City of Redmond, standard form**

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

**CONSULTANT:**

**CITY OF REDMOND:**

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

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

**ATTEST/AUTHENTICATED:**

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

**APPROVED AS TO FORM:**

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

## A

EXECUTIVE SUMMARY &  
OVERALL APPROACH

Claris Strategy is pleased to submit our proposal for RFP 10800-23 Request for Proposals for a Building Security Strategic Plan. Claris Strategy, a California S Corp established in 2012, is a unique management consultancy that focuses on helping communities better prepare for security incidents and disasters. We are partnered with KPJ Consulting, a highly-experienced cost estimator. Our team has worked on multiple projects together over the past decade, synthesizing our areas of expertise and strong project management to deliver quality projects that are on time and on budget.

We understand the criticality for developing a comprehensive building security strategic plan for the City. For this project, we have brought together an exceptional team of experts in advanced security systems, physical security deterrents, counter-terrorism, facilities, water/wastewater operations, and criminal behavior. We have a strong operational knowledge of law enforcement agencies and their technology systems and a comprehensive understanding of the security threats and issues facing our communities today.

Collectively, our team members have over 250 years experience working in security and have prepared over 350 security and all-hazards risk assessments. Lance Ferrell, our security systems task lead, has worked for the Department of Homeland Security and a major security systems integrator and has delivered multimillion dollar security projects for high-security military sites, government facilities, state court houses and major airports. Tom LaFreniere, our physical security task lead, is a former Supervisory FBI Special Agent, NCIS investigator and U.S. Marine Combat Engineer and has conducted over 65 security assessments on government buildings, transportation systems, water/wastewater facilities, cities, factories, schools and office buildings.



We understand that the City is seeking the services of a qualified consultant to conduct a security risk assessment and make recommendations to direct security upgrades for a comprehensive approach and unified system.

The Claris Strategy approach is unique to projects of this type. Starting with a strong foundational knowledge of security operations and security systems, our team of experts offers a holistic approach to the project by bringing together multiple perspectives and experiences to inform and develop the building security strategic plan.

Claris' holistic approach combines both rational and intuitive thinking viewed through the lenses of people, process, technology and site and facilities.



We do so because we have consistently found that solutions are more successful when these four elements are in alignment and as integrated as possible.

We have developed a detailed work plan that follows a proven process for similar security assessment

projects of this type. The key steps are as follows:

- Project startup
- Evaluation which includes a site and facility walk, stakeholder interviews, document review and research on criminal statistics and best practices
- Findings which includes a strengths, weaknesses, opportunities and threats (SWOT) analysis for each facility and identification locations where physical deterrents may be constructed or added
- A risk assessment of each facility using Department of Homeland Security/ FEMA methodology quantifying threats, vulnerabilities and consequences. The results help prioritize the highest risk to each facility and lead to recommendations for mitigation.
- Recommendations for physical deterrents and security system upgrades
- A rough-order-of-magnitude short and long-term cost analysis for the recommendations
- An implementation plan for the agreed upon recommendations
- An analysis and recommendations for a new, integrated Technology and Information System (TIS)
- Schematic designs for physical deterrents and security system upgrades
- A final Security Assessment Report

We have included a preliminary project schedule and fee proposal.

Our contact information is:

Claris Strategy  
 c/o William Lim  
 1111 Drake Rd., Arcadia, CA 91007  
 (626) 437-4365  
 Wlim@clarisstrategy.com

# B

# RELEVANT PROJECT EXPERIENCE

## Claris Strategy Team

**Prime Consultant**  
Claris Strategy  
Arcadia, California

**Subconsultants**  
KPJ Consulting  
Los Angeles, California

## INTRODUCTION

Claris Strategy has assembled a highly-qualified team of experts to assist the City of Redmond conduct a security assessment of the City's important facilities and to develop a building security strategic plan. Our team has decades of experience working with government organizations, non-profits and private corporations in physical security assessments, risk assessments, security system design and security strategic plans. Our team members include former FBI special agents, former Department of Homeland Security security system experts, an internationally-recognized bomb blast mitigation technician, former law enforcement officers and former Department of Defense analysts. We have worked on multi-million dollar security system projects for high-security military bases, public safety facilities, major international airports, critical infrastructure and the California court system.

Claris Strategy, as the prime consultant, is partnered with KPJ Consulting, a highly experienced cost estimator. Claris Strategy and KPJ have worked on multiple projects together for over a decade, synthesizing our expertise and strong project management to deliver quality projects that are on time and on budget.

We are certified with designations in Certified Protection Professional (CPP), Crime Protection Through Environmental Design (CPTED), International Association of Bomb Technicians & Investigators (IABTI), Axis Communications Network Video Certified Professional, IPVM video management/video surveillance as a service, IPVM video analytics, Genetec Security Center designation (pending) and American Water Works Association Risk and Resilience Certification. Our team members are long-time leaders and members of ASIS International.



## Claris Strategy

Claris Strategy (Claris), founded in 2012, has dedicated our work to enhancing the safety and security of the nation's critical infrastructure and the communities served. Our clients include the nation's largest cities, counties, transportation agencies, airports, power utilities, water utilities, gas utilities, cities, and federal agencies. We have worked with government agencies including law enforcement, first responders, emergency operations staff and facilities managers across a wide-range of organizations to help them better prepare, mitigate, respond and recover from incidents and disasters. Our associates have responded to or been activated for many of major disasters locally, nationally and globally including the San Bernardino shootings, 9/11, Hurricane Katrina, the Indonesian tsunami and the Pakistan earthquakes.

## KPJ Consulting MBE, WBE, DBE, SBE

Founded in 2014, KPJ Consulting, an S Corporation is SBE/DBE/MBE/WBE certified. KPJ Consulting is especially skilled in providing accurate budgets at the early programming and conceptual phases of a project when that accuracy is critical to a project's ultimate success. KPJ Consulting achieves this with early advice during the design phase by creating functional solutions to meet budget expectations. KPJ has firsthand experience to analyze and understand the design solutions researched by design teams and user groups. KPJ can forecast the "unforeseen" cost implications for each design solution. KPJ finally appraises the solutions are measured, evaluated, and presented in easy to comprehend format. KPJ understands the critical current market conditions in the project location is an essential factor in providing an accurate estimate. At the early design phase, KPJ obtains key quotes from vendors for uniquely specified items. When a current event impacts the construction industry, KPJ will research the dynamics of that impact to determine the cost considerations for your project.

## Claris Strategy | A CERTIFIED SBE AND DBE FIRM

### VISION

Claris Strategy is a unique type of consultancy that is focused on helping organizations better plan and prepare for security incidents and emergencies. Our approach in putting together solutions for our clients is changing how organizations plan for incidents and disaster preparedness.

We believe that a clear path to success lies in engaging stakeholders both within and outside the organization in the planning and preparation. This **incident management ecosystem** provides an organization with the greatest level of resilience in case of a disaster.

Our goal is to provide world-class service to our clients by clearly identifying the challenges they face and opportunities they have, use the most innovative methods to help them develop a comprehensive plan, and develop the simplest, most efficient way possible to implement the plan.

### OUR PROCESS

Organizations are social ecosystems. At their best, organizations and all who participate work toward a common goal. Through a highly collaborative process, our process examines each organization's structure and culture, operating procedures, technology, and workplace environment to gain insight.

Using both quantitative and qualitative tools, we identify the opportunities and challenges that are present. By reductive and inductive analysis, we develop a vision for the future, a Concept of Operations, that combines these multiple perspectives into a cohesive solution. Our goal in our process is to ensure that all organizational needs are addressed so that the solution has the best chance for success.

### COMPANY INFORMATION

**YEAR ESTABLISHED** 2012

**CORPORATION TYPE** S CORP

**COMPANY ADDRESS**

1111 Drake Road, Arcadia, California 91007

**CONTACT PERSON**

William Lim, Project Manager

E: [wlim@clarisstrategy.com](mailto:wlim@clarisstrategy.com)

T: (626) 898-4462

M: (626) 437-4365

**FEDERAL ID** 45-3647046

**CERTIFIED MBE, DBE & SBE FIRM**

### OUR SERVICES

- Project management
- Strategic planning
- Security assessments
- Risk assessments
- Cybersecurity/technology assessments
- Facility assessments
- Emergency planning and disaster preparedness
- Continuity of Operations planning
- Concept of operations (CONOPS) development
- Organizational assessments
- Training and exercise development
- Design strategy

### WHAT MAKES US UNIQUE

- **Innovative.** We not only bring in best practices, we often arrive at original ideas from analyzing the information we collect.
- **Inclusive.** We choose to work closely with our clients. We believe that by including as many perspectives as possible, a solution gets stronger.
- **Holistic.** Our brains work both on the left side and the right side. We look at an issue in multiple ways to arrive at a solution.
- **Experienced.** We are top-notch professionals with deep and broad experiences in multiple industries and environments.

# KPJ Consulting

## KPJ Consulting

### Service Provided

Cost Estimating

### Firm Profile

Founded in 2014, KPJ Consulting, an S Corporation is SBE/MBE/WBE certified. KPJ Consulting is especially skilled in providing accurate budgets at the early programming and conceptual phases of a project when that accuracy is critical to a project's ultimate success. KPJ Consulting achieves this with early advice during the design phase by creating functional solutions to meet budget expectations.

KPJ has firsthand experience to analyze and understand the design solutions researched by design teams and user groups. KPJ can forecast the "unforeseen" cost implications for each design solution. KPJ finally appraises the solutions that are measured, evaluated, and presented in easy to comprehend format. KPJ understands the critical current market conditions in the project location is an essential factor in providing an accurate estimate. At the early design phase, KPJ obtains key quotes from vendors for uniquely specified items. When a current event impacts the construction industry, KPJ will often research the dynamics of that impact to determine the cost considerations for your project.

## EXCEPTIONAL QUALIFICATIONS

The Claris team brings a breadth and depth of experience in the area of security assessments that is exceptional. This team has a deep knowledge of the threats facing this nation especially since 9/11; physical security experts in security systems, terrorism, and criminal activity; strong operational knowledge of law enforcement agencies and their technology systems; and a unique understanding of the security issues facing our communities today.

**We are holistic thinkers.** We have assembled a team comprised of former law enforcement officers, security system planners, architects, engineers, water/wastewater experts, crime analysts, and cost estimators to provide multiple perspectives to assess the security threats that the City faces. With this holistic approach, we are able to develop a comprehensive solution, viewing through the lenses of organizational structure and culture, policy and procedures, technology and facilities.

**We've successfully delivered multiple projects before as a team.** Claris Strategy and our partner, KPJ Consulting, have worked together on multiple projects, synthesizing our areas of expertise and, led by strong project management, delivered successful projects that are on time and on budget. We have completed security risk assessment projects for the City of Los Angeles, City of Burbank, Santa Barbara County, Ventura County, LA Metro, Orange County Transportation Authority, Southern California Edison, Los Angeles World Airports and over twenty water/wastewater agencies.

**We have excellent knowledge of current security systems and are aware of the benefits and disadvantages of new technologies.** Our team members have collectively over 30 years experience working with advanced security systems. Lance Ferrell, during his time at the Department of Homeland Security, managed the installation of security systems at high security sites, was a project manager at a major security system integrator, and currently is providing consulting services on advanced security systems at major international airports and the California court system. Jacqueline Hickey, a former Los Angeles Police Department lead bomb technician, also is an expert on security systems, having directed the design and installation of security systems at Los Angeles Police Department facilities, FBI offices and Los Angeles International Airport terminal modernizations.

## A UNIQUE BLEND OF PHYSICAL SECURITY/ SECURITY SYSTEM EXPERTISE, RISK ASSESSMENT KNOW-HOW, AND WATER/ WASTEWATER EXPERIENCE

**We are experts in our fields.** Claris team members have prepared over 350 risk assessments and developed over 250 emergency plans, annexes and business continuity plans. Many of our team have worked in government agencies as law enforcement officers, security staff, emergency planners and responders for government agencies, and first responders to major disasters coordinating on behalf of cities and counties. Most notably, Tom LaFreniere, a former FBI special agent and NCIS investigator has conducted over 65 security assessments for cities, government agencies, transportation systems, seaports, water agencies, factories, schools and office buildings.

**We care deeply about the safety and security of our communities.** Through our experience, we have developed an ingrained understanding of the safety and security challenges facing our communities, having helped our clients prepare for, respond to and recover from terrorist acts, criminal activity, active shooter attacks, wildfires, wind storms, floods, earthquakes and climate change. Most of our team members have dedicated our careers serving our country and communities as law enforcement officers, military personnel or first responders. Of note, William Lim, the project manager, is a native of the Pacific Northwest and a graduate of the University of Washington. We bring this dedication, care and experience to this project.

# PROJECT PROFILES

We have provided project profiles that describe our team's most relevant and successful current and past experience with regard to the City's Building Security Strategic Plan.

These projects are:

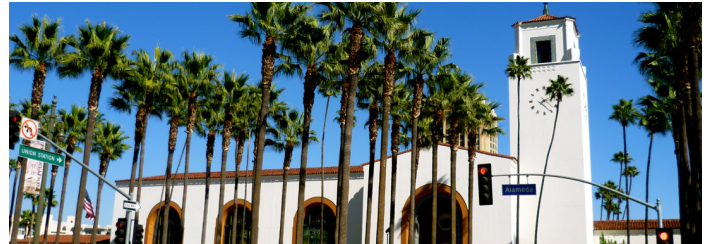
1. Los Angeles Metropolitan Transportation Authority Various Security Projects
2. Los Angeles World Airports Security System Upgrade
3. Public Water Agencies Group Risk and Resiliency Assessments
4. Public Safety Building Projects

**Please note that work samples cannot be provided due to the sensitivity of the information.** We have provided an example of a findings summary and a typical table of contents for the security assessment report in the Project Understanding section.

## 1

### LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY VARIOUS SECURITY PROJECTS

LOS ANGELES, CALIFORNIA



Claris Strategy has been working with LA Metro System Security and Law Enforcement (SSLE) for the past seven years on a series of security projects that include the design of its state-of-the-art, high security emergency security operations center, a physical security assessment of nineteen of its bus and rail division back-of-house facilities, and physical security guidelines for new LA Metro rail station designs.

In a recently completed project, Claris Strategy led a team of 15 consultants assessing the threats and vulnerabilities of the iconic Union Station and Metro's Gateway headquarters building. Union Station, one of the most important transportation hubs in the nation, is a major target for human-caused threats and, specifically, terrorist attack. Since 9/11, the hazards and threats to Union Station have grown in complexity and frequency. The team conducted a site assessment identifying vulnerabilities in security; assessed the threats, including multiple types of terrorist attack, criminal behavior and homeless issues; assessed its video surveillance system and access control systems; developed a risk profile; made recommendations based on best practice experience in a final report; and developed an overall security plan.

Currently, we are working on developing a security emergency action plan for Union Station and a physical security design for one of LA Metro's major transportation hubs, the 7th and Metro Center Station.

#### Professional Reference

Susan Walker, Metro Security Director for Union Station

E: WalkerSu@metro.net

T: (213) 922-7464

## 2 LOS ANGELES WORLD AIRPORTS LOS ANGELES INTERNATIONAL AIRPORT SECURITY SYSTEM UPGRADE

LOS ANGELES, CALIFORNIA



Claris team member, Lance Ferrell is actively working with Los Angeles International Airport (LAX) as the client representative and subject matter expert for an access control project. The airport's access control and alarm monitoring system is a complex security system in a highly regulated environment with numerous third party integrations.

Lance managed the project team that designed, planned, and delivered the replacement of an end-of-life access control system with one featuring current technology and increased functionality. The access control system has over 370 controllers, over 4,000 readers, over 55,000 cardholders and will include biometric access control readers. The access control system required full integration with numerous other third-party security software applications including a new identity management system (IDMS), a physical security information management system (PSIM), and a video management system (VMS); 2019 - Present.

### Professional Reference for Lance Ferrell

Alka Kaur, Information Systems Manager

E: akaur@lawa.org

T: (310) 877-0894

## 3 PUBLIC WATER AGENCIES GROUP AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS

NINE WATER AGENCIES IN LOS ANGELES COUNTY



Claris Strategy was selected by the Public Water Agencies Group (PWAG), a consortium of nineteen water agencies in Los Angeles County to assist with compliance with America's Water Infrastructure Act. The water agencies located in the north and eastern part of Los Angeles County include Three Valleys Municipal Water District, Palmdale Water District, Rowland Water District, Walnut Valley Water District, Valley County Water District, Valencia Heights Water Company, San Gabriel County Water District, Bellflower-Somerset Mutual Water Company and Pico Water District.

Nine of the PWAG agencies contracted with our team to perform a compliance crosswalk, a risk and resilience assessment and an emergency response plan update. We used the American Water Works Association J100 process to complete the risk and resilience assessments (RRAs). Our team conducted site walks of all critical facilities including treatment facilities, pump stations, reservoirs and the security systems. We developed a facility risk assessment which prioritized the risk to the facilities based on the threats, vulnerabilities and consequences. As a result, we developed mitigation road maps for each of the nine utilities which included physical security and security system upgrades.

The risk and resiliency assessments and emergency response plans were completed in 2021 to meet the America's Water Infrastructure Act compliance deadlines.

### Professional Reference

Alix Stayton, PWAG Emergency Coordinator

E: astayton@pwagroup.org

T: (626) 598-1627



## 4 PUBLIC SAFETY BUILDING PROJECTS

VARIOUS LOCATIONS



The Claris Strategy team has extensive experience working with public safety buildings. One of our team members, Jacqueline Hickey, while employed by the Los Angeles Police Department as a Task Force Officer Bomb Technician, worked at the West Los Angeles FBI Field Office and Los Angeles Police Bomb Squad Facility. Based on her analysis, she identified risks and made recommendations that included technology improvements regarding the facilities' physical security systems. These public safety buildings continually experience daily threats via various digital and physical intrusions. These threats were mitigated by using unobtrusive video surveillance, physical contacts, advanced x-ray technology and isolation. An example of an area of high risk was the multiple vendor delivery areas where packages were delivered to the FBI and Bomb Squad facilities. Security systems were installed that allowed remote access and real-time notification of deliverable items. This was accomplished with the use of key cards, biometric technology and video surveillance. Items and vendors may need additional screening and clearance.

Additionally, Claris Strategy helped lead the design of facilities for Orange County Transportation Authority's Transit Security and Operations Center which housed the law enforcement officers from Orange County Sheriff's Department. These facilities included an armory, evidence rooms, officer work rooms, briefing rooms, K-9 kennels and offices. Other public safety buildings we have evaluated or assessed include the Los Angeles County Sheriff's Department South Region Headquarters, LAPD's Real-Time Analysis and Critical Response (RACR) Division facilities, LA County Metropolitan Transportation Authority's transit security facilities and Security Operations Center, and Los Angeles World Airport's Police Department facilities.

## SELECTED CLIENTS

City of Los Angeles  
 City of Burbank  
 City of San Francisco  
 City of Hesperia  
 City of Santa Maria  
 City of Solvang  
 County of Los Angeles  
 County of Orange  
 County of Ventura  
 County of Sonoma  
 County of Alameda  
 Department of Homeland Security  
 Judicial Council of California  
 Ventura County Sheriff's Office of Emergency Services  
 Burbank Water and Power  
 Palmdale Water District  
 San Gabriel County Water District  
 El Toro Water District  
 Irvine Ranch Water District  
 Orange County Water District  
 South Coast Water District  
 Palmdale Water District  
 Public Water Agencies Group  
 Water Emergency Response Organization of Orange County  
 San Diego Gas & Electric  
 Southern California Edison  
 SoCalGas  
 Los Angeles County Metropolitan Transportation Authority  
 Orange County Transportation Authority  
 Metrolink  
 Ventura County Transportation Commission  
 U.S. Department of Transportation  
 Los Angeles World Airports  
 San Francisco International Airport  
 San Diego International Airport  
 Phoenix Sky Harbor International Airport  
 Denver International Airport  
 Miami International Airport  
 Guam International Airport  
 Federal Aviation Authority



# QUALIFICATIONS

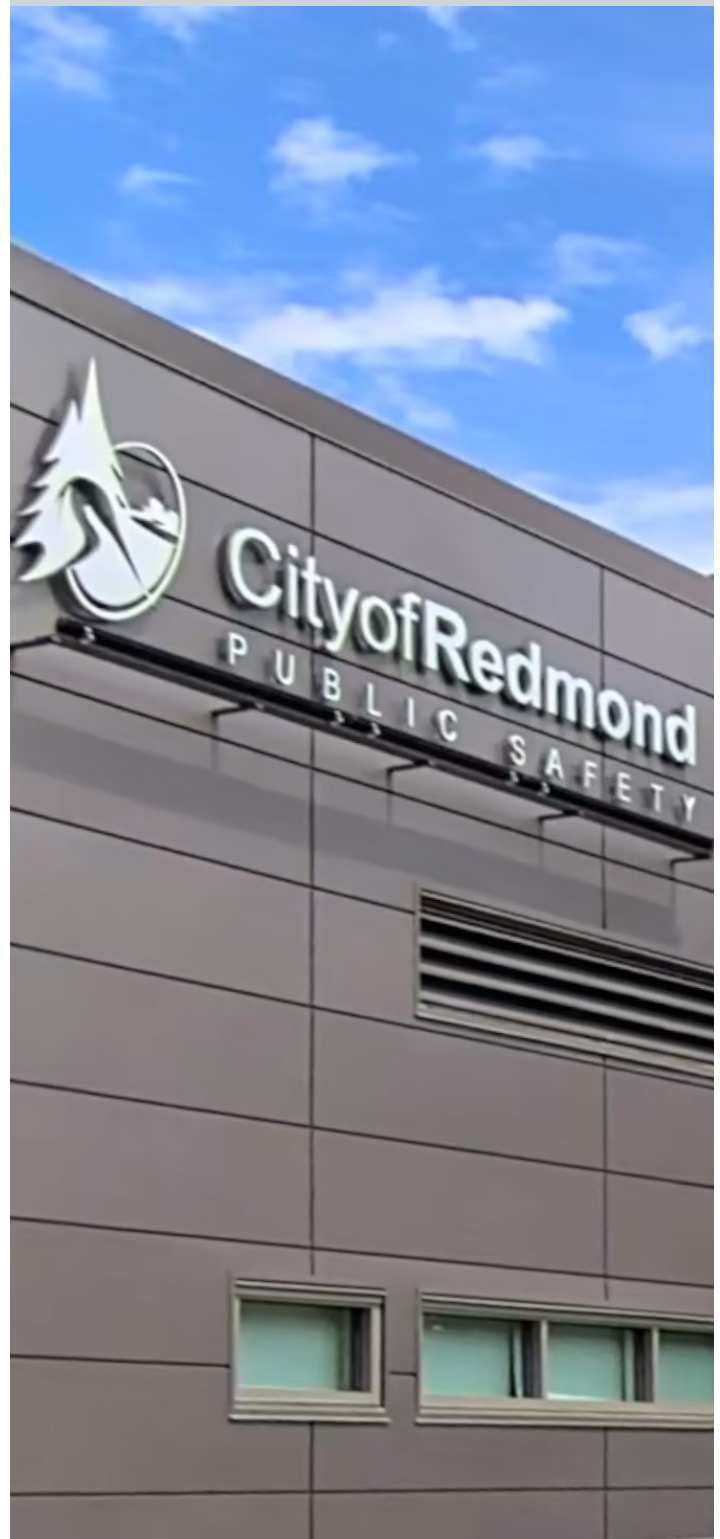
## INTRODUCTION

In this section is the proposed staffing for the Claris team to successfully complete the City's Building Security Strategic Plan. Claris Strategy and our partner KPJ Consulting believe that our team members provide the best possible combination of expertise and hands-on experience for this project.

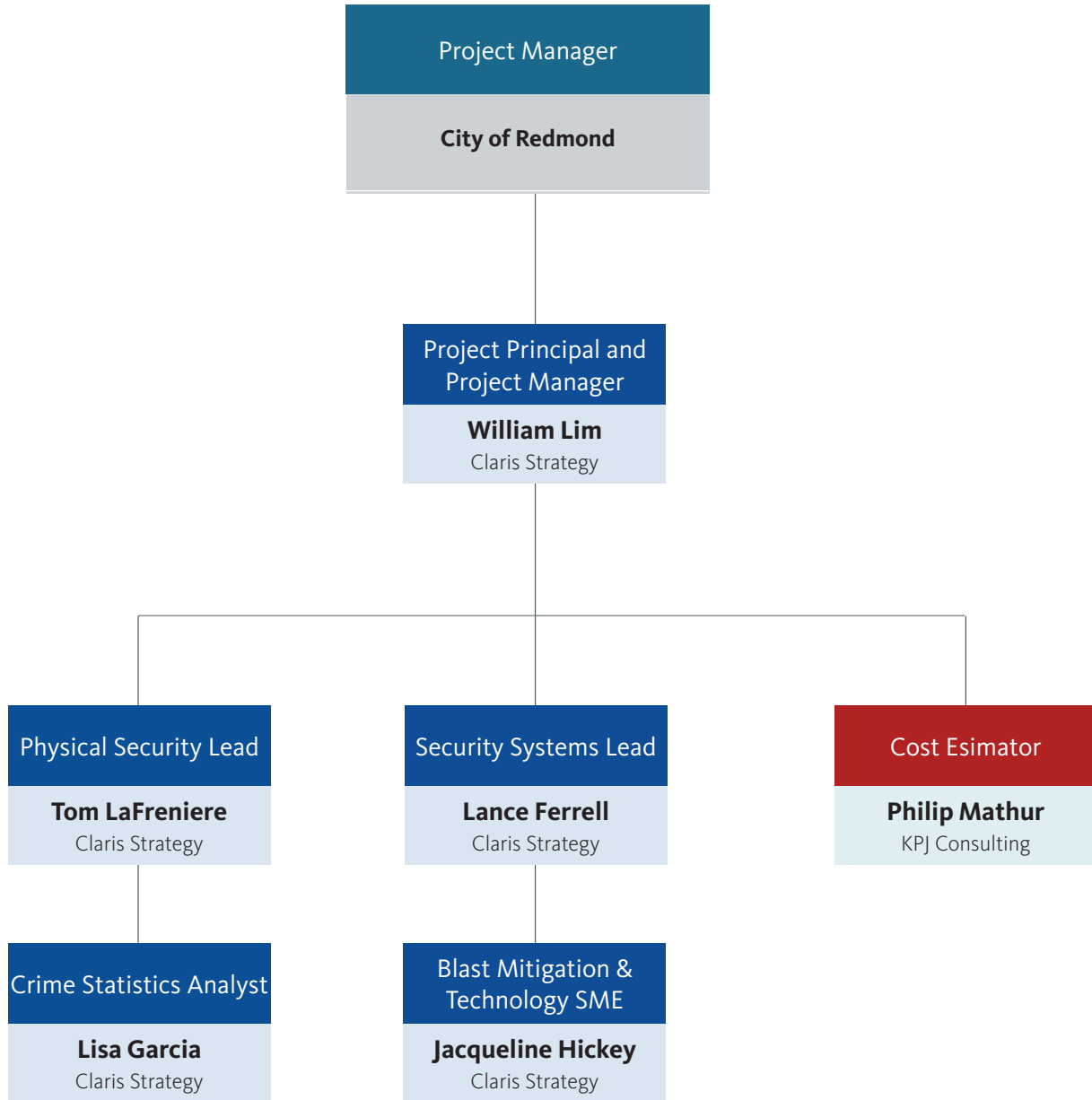
Collectively, our team members have over 250 years experience working in the area of risk assessments and have prepared over 350 security and all-hazards risk assessments. Our team members have successfully completed numerous risk assessments and security planning projects for clients including cities and counties, water/wastewater agencies, airports, seaports, transportation agencies, the Department of Homeland Security and the U.S. Congress.

Our team members have best-of-class expertise in:

- Physical Security
- Security Systems
- Criminal Statistics
- Improvised Explosive Device Blast Analysis
- Human-Caused Threats
- Security Mitigation Measures
- Public Safety Buildings
- Water/Wastewater Security
- Cost Estimation









# CLARIS TEAM ORGANIZATION CHART



# OUR TEAM MEMBERS

Our team members have over 250 years experience working in the area of security and risk assessments, security systems and mitigation measures. We bring a deep knowledge of hard-earned, on-the-ground security response experience that informs best practices and lessons learned.

KEY PERSONNEL	ROLE	EXPERIENCE
 <p><b>William Lim</b> Claris Strategy</p>	<p>Project Principal and Project Manager</p>	<p>William has managed and coordinated risk assessment projects for over thirty years. He has successfully delivered security assessment, security planning, and risk mitigation projects across a number of industries including government agencies, public safety organizations, transit agencies, airports, power and gas utilities and water/wastewater utilities with budgets ranging from \$20,000 to \$20 million and has been part of the leadership team for projects up to \$1 billion. He has led projects that has provided best practices for security, resilience and strategic planning projects. As well, William is a native of the Pacific Northwest and a proud graduate of the University of Washington.</p>
 <p><b>Lance Ferrell</b> Claris Strategy</p>	<p>Security Systems Task Lead</p>	<p>Lance will serve as the security systems task lead for the building security strategic plan. While working for the Department of Homeland Security and a national systems integrator, Lance has delivered multimillion dollar security projects across several domains and has led such projects for airport and seaport operators, the federal government, government-affiliated contractors, and private companies. Lance is particularly experienced with access control, video surveillance, intrusion detection, and identity management systems. Lance is expert on the current security technology trends such as the use of artificial intelligence in video surveillance systems.</p>
 <p><b>Tom LaFreniere</b> Claris Strategy</p>	<p>Physical Security Assessment Task Lead</p>	<p>Tom will be the task lead for the physical security assessment. Tom has over 45 years experience including as a Combat Engineer for the United States Marine Corps, an investigator for Naval Criminal Investigative Service (NCIS), a Supervisory Special Agent for the FBI for the San Francisco office and the interim director for the San Francisco Department of Emergency Management. This experience ideally positions him to identify vulnerabilities and threats to the City's facilities. For the past 15 years, Tom has conducted over 65 physical security assessments across a wide range of industries including government buildings, transportation systems, special districts, water agencies, cities, factories, schools and office buildings.</p>

KEY PERSONNEL	ROLE	EXPERIENCE
 <p><b>Jacqueline (Jackie) Hickey</b> Clariss Strategy</p>	<p>Blast Mitigation and Security Technology Subject-Matter Expert</p>	<p>Jackie will provide expertise on blast mitigation and provide support for the physical security and the security systems assessments. As part of the Los Angeles Police Department’s Bomb Squad Unit, she has participated in over 2,500 bomb calls with more than 900 of which she was the lead investigative technician. Jackie is a national and international instructor in counter terrorism analysis and assessment, risk and blast mitigation, weapons of mass destruction, and explosives and munitions. During her tenure at LAPD, Jackie helped lead the physical security design of four major airport terminal modernizations at LAX. In 2018, Jackie was awarded LAPD’s coveted Police Star Award for her leadership and bravery during the San Bernardino terrorist shooting.</p>
 <p><b>Lisa Garcia</b> Clariss Strategy</p>	<p>Crime Statistics Analyst</p>	<p>Lisa will lead the effort in analyzing crime statistics in the identified City facilities. Additionally, she will lead the quality assurance/quality certification effort in developing the report. Lisa has more than 45 years experience as a security analyst conducting over 300 assignments with the FBI, Department of Justice, DEA and in the private sector. Lisa brings her skills as a highly experienced analyst capable of processing, researching and handling complex security information.</p>
 <p><b>Philip Mathur</b> KPJ Consulting</p>	<p>Cost Estimator</p>	<p>Philip will provide cost estimating services in support of the project. Philip is a Senior Construction Consultant for KPJ Consulting with over 34 years of experience in the construction industry. His experience includes both public and private sector clients, nationally and internationally. He has provided expertise to a variety of projects and building types in sectors ranging from city buildings, transportation, infrastructure, hospitality and commercial to federal, sports and healthcare.</p>

## Claris Strategy



### William Lim, CPTED, CBCP Project Manager

As the founder of Claris Strategy, William, who is trained as an architect, civil engineer and risk assessment expert, brings a unique blend of talents and experience as a project manager, security consultant and facilities expert. Prior to forming Claris Strategy in 2012, William's eighteen-year career at Gensler, an international design firm, garnered him a broad and deep experience in areas including facility security design, advanced technologies and strategic planning.

William has successfully managed and delivered projects of similar scope and complexity for government organizations. William has dedicated the majority of his 30 year career to helping government organizations. His most recent work includes projects for the City of Los Angeles, City of Burbank, Los Angeles County, Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Los Angeles World Airports, Denver International Airport, the Transportation Research Board, Federal Aviation Administration, Southern California Edison, San Diego Gas and Electric, SoCalGas, and twenty water/wastewater agencies. He has managed projects with budgets up to \$20 million and was a key member of the leadership team with project budgets of \$1 billion.

William is a charter member of the Southern California Critical Lifelines working group, a consortium of over 40 public and private organizations working to increase communication and coordination during major security incidents and disasters. He also currently serves on the Board of Directors for the Los Angeles Emergency Preparedness Foundation, assisting the City of Los Angeles' Emergency Management Department to integrate businesses, non-profits, faith-based organizations, and NGOs into the process of preparing for disasters.

#### EDUCATION

Master of Business Administration, Dean's List, Anderson School of Business, UCLA

Bachelor of Applied Science (Civil Engineering), University of British Columbia

Master of Architecture, University of Washington

#### CERTIFICATIONS

American Water Works Association Utility Risk and Resilience Certification

Crime Prevention Through Environmental Design (CPTED)

Certification of Business Continuity Planning, DRII (CBCP)

Incident Command System, ICS 100, 200, 700, 701, 702, 703, 775

City of Los Angeles EOC Training 101, 201, 301

#### BENEFIT TO THE PROJECT

- Proven track record of successfully managing and delivering similarly-sized multidisciplinary security assessments on behalf of cities, counties, and federal agencies
- Conducted over twenty security risk assessment projects in the past three years which include cities, counties, government agencies, critical infrastructure and water/wastewater agencies
- Certified in Crime Prevention Through Environmental Design (CPTED) and the American Water Works Association's Utility Risk and Resilience Certification

## William Lim

### Project Manager

## Claris Strategy

### RELEVANT EXPERIENCE

#### LA Metro Physical Security Assessments, Los Angeles, CA | Project Manager

William recently led two threat and vulnerability assessment projects for LA Metro. On one project, the team conducted vulnerability assessments on eighteen bus and rail operating divisions over a six month period. The team performed a site assessment identifying vulnerabilities in security; assessed the threats, including multiple types of terrorist attack, criminal behavior and the homeless issue; reviewed relevant Bus and Rail business continuity plans; interviewed over 80 stakeholders; developed a risk profile; and made recommendations in a final report. A second project, the team completed a threat and vulnerability assessment of the iconic Union Station, the rail yards, the Metro Rail stations and the Metro 25-story headquarters building. Both projects were delivered on time and on budget and to the complete satisfaction of the Metro client. The total fee for the projects was \$900,000. He is currently working on two security-related projects for LA Metro.

#### Water Agency Risk and Resilience Assessments and Emergency Response Plans, California | Project Manager

William led a team of more than twenty consultants from 2019 to 2022 in conducting risk and resilience assessments and

updating emergency response plans for fifteen water agencies in California. We used an updated Department of Homeland Security methodology, J100 (based on RAMCAP), for security risk assessments that measured risk using a threat, vulnerability and consequence equation. The relative risk of each critical asset was measured using a threat-asset pair and mitigation measures with a cost/benefit analysis was provided as part of the assessment.

#### Orange County Transportation Authority Cybersecurity Risk Assessment and Road Map, Orange, CA | SME.

William, as a subconsultant to a larger team, was selected by Orange County Transportation Authority to perform a cutting-edge study to assess the cybersecurity of its industrial control systems which included its security systems. We identified, documented and assessed the vulnerabilities of cyberattack on its security equipment (CCTV, access control, intrusion detection), facilities, and communications systems. As a result of this assessment, we made recommendations on mitigation measures, improvements to OCTA's response plans, and provided a roadmap for managing and maintaining equipment, systems, and vendors to minimize cyberattack risk.

#### Risk Assessments for Cities

- City of Los Angeles
- City of Burbank
- City of Santa Maria
- City of Solvang
- City of Hesperia

#### Los Angeles County Transportation Authority

- Threat and Vulnerability Assessment for Union Station and the Gateway Building
- Physical Security Assessment for Metro Operating Divisions
- BOC/ROC Risk Assessment & Future Implementation Strategy
- Integrated Station Design Solutions - Physical Security Guidelines
- Emergency Security Operations Center Design and Construction
- Security Emergency Action Plan for Union Station

#### Orange County Transportation Authority

- Cybersecurity Risk Assessment
- Transportation Security and Operations Center Design

#### Fifteen Water/Wastewater Agencies

- Risk and Resilience Assessments

#### Ventura and Santa Barbara Counties

- Transportation Emergency Preparedness Plan with Risk Assessment

#### SoCalGas

- Gas Control Center and Emergency Operations Center Physical Security Design

#### San Diego Gas & Electric

- Distribution Control Center NERC/CIP Physical Security Design

## Claris Strategy



### Lance Ferrell Security Systems Task Lead

Lance Ferrell is an experienced security consultant who has delivered multi-million dollar security projects across several domains. He has led such projects for airport and seaport operators, the federal government, government affiliated contractors, and private companies. Lance is particularly experienced with Access Control, Video Surveillance, Intrusion Detection, and Identity Management systems. Lance is familiar with not only the front-end complexities of installing security systems, but also the technical systems behind them. Lance is focused on helping clients complete technology upgrades and realize innovations through technology.

Lance is a contributing member of the RTCA Special Committee 224 which develops standards for Airport Access Control Systems. Lance rewrote the technology integration section for the latest version of DO-230. The integration section is focused on best practices and considerations for integrating elements of airport physical security systems.

Lance is currently a Colonel in the U.S. Marine Corps Reserve with multiple tours to Iraq. During his time with the Marine Corps, Lance gained extensive life experience leading units of various sizes in combat and garrison, maintaining coordination amongst various non-governmental organizations, and providing regular briefings and guidance to senior military and government officials. Lance has commanded the largest Light Armored Reconnaissance Battalion in the Marine Corps (over 1,200 personnel) consisting of seven smaller divisions geographically spread throughout the United States. He served as second in command for a Reserve Tank Battalion, and has deployed to combat as a Tank Platoon Commander, a Tank Company Commander, and as the Deputy Director for Civil Military Operations for the Combined Joint Task Force-Operation Inherent Resolve (3-Star Command fighting ISIS in Iraq and Syria).

#### EDUCATION

B.S. Wildlife Ecology Texas  
A&M University

USMC Infantry Officer

USMC Armor Officer

USMC Light Armored  
Reconnaissance Officer

USMC Civil Affairs Officer

#### CERTIFICATIONS

DOD Secret Clearance  
1995-Present

Operations and Tactics  
Instructor, USMC

DOD Top Secret Clearance  
2012-2014, 2016

Axis Communications  
Network Video Certified  
Professional

IPVM video management/  
video surveillance as a service

IPVM video analytics

Genetec Security Center  
design (pending)

#### BENEFIT TO THE PROJECT

- Subject matter expert in designing and implementing electronic physical security countermeasures. Designed security countermeasures in over 30 US Government facilities and managed the installation of another 70+ projects.
- Experienced in digital transformation and helping clients incorporate new technologies into their security plans. Skilled in the identification of requirements and evaluating different solutions to best meet those needs.
- Experience in counter-terrorism preparedness. Performed threat and vulnerability assessments for the federal government.
- Experience in developing interagency partnerships and collaboration between different government agencies, non-governmental organizations, and international organizations in challenging environments.



## Lance Ferrell

### Security Systems Task Lead

Claris Strategy

#### RELEVANT EXPERIENCE

As a Marine Corps Officer, Lance has conducted numerous real-world anti-terrorism operations. He is well equipped and practiced at identifying potential threats and mitigating security vulnerabilities in both a garrison environment and during combat operations.

His formal physical security training began while working for the Department of Homeland Security where he designed the security systems for new field offices and wrote physical security requirements for local integrators to carry out. His designs included access control, video surveillance, intrusion detection, facility lock and key plans, and identification of contract guard requirements. Later, Lance joined an integrator where he spent years managing the installation of many high level physical security installs. From there Lance became a security consultant providing management consulting services to Airport clients performing technology upgrades in access control, biometrics, video surveillance, and identity management solutions.

Lance has implemented numerous electronic security system projects throughout his career to include the following:

**Los Angeles International Airport (LAX):** Represented the Airport by providing delivery oversight of security integrators. Worked with the project team to design, plan, and deliver the replacement of an end-of-life access control system with one featuring current technology and increased functionality. The system has over 400 controllers, over 4,500 readers, over 53,000 cardholders, and will include biometric readers. The access control system must also fully integrate with numerous other third-party security software applications including a new identity management system, new analytics platform (for insider threat monitoring), new video management system, and a physical security information management system.

**Phoenix Sky Harbor International Airport (PHX):** Mapped business processes, identified technical requirements, and wrote the scope of work for PHX to replace an aging Identity Management System (IDMS) with a more modern system that better meets their strategic objectives. Assisting the PHX

selection panel as a subject matter expert.

#### **Federal Government**

**Contractor:** Installed new surveillance system for a federal government contractor creating a Sensitive Compartmented Information Facility (SCIF) that included cameras for drone detection (using video analytics), exterior cameras, interior cameras, and new video management system.

#### **Federal Government Defense**

**Contractor: Project Manager** installing new electronic security systems for a federal government contractor consisting of an access control system and intrusion detection system (motion sensors, door contacts, glass break detectors, and tamper devices). Led regular meetings to coordinate efforts with the general contractor and other construction trades, provided solutions for scope and design requirements, and supervised the installation team.

#### **US Citizenship and**

**Immigration Services:** Project Manager replacing an end-of-life access control system in a federally owned facility. Engineered head end design and supervised the installation team.

## Claris Strategy



### Tom Lafreniere Physical Security Assessment Task Lead

With an educational foundation in engineering and a background in crisis management, criminal investigation and counter-terrorism; Tom has developed expertise in performing security assessments, vulnerability analysis, and security design.

Tom's experience include Combat Engineer in the United States Marine Corps, Project Engineer for the Army Corps of Engineers, Special Agent for the Naval Criminal Investigative Service, Special Agent and Supervisory Special Agent for the FBI, along with security consulting in the private sector.

As Special Agent and Supervisory Special Agent for the Federal Bureau of Investigation and the Naval Criminal Investigative Service, Tom conducted criminal and counter-terrorism investigations. Tom supervised the FBI San Francisco Joint Terrorism Task Force (JTTF) in the aftermath of the 2001 attack of the World Trade Center. He was, subsequently, designated the Coordinator for the International Terrorism Program for the San Francisco Division of the FBI. He was designated the coordinator for the first FBI violent gangs task force in San Francisco. Tom also served as the Primary Crisis Management Coordinator, overseeing the crisis management team for FBI San Francisco, and as the Senior Team Leader for the FBI SWAT program. Tom wrote the Crisis Response plan for San Francisco FBI and designed both the FBI Emergency Operations Center and the Mobile Command Post.

As the program coordinator for the International Terrorism Program for the FBI in San Francisco, Tom coordinated with the planners for the various critical infrastructure to include water and wastewater systems.

Over the past 13 years, Tom has provided security consulting services to the government, the corporate sector and individuals. He has specialized in threat assessments, vulnerability analysis, and security design. Tom has provided security services for municipalities, school districts, corporate offices, factories, and port facilities. Tom is also provisional auditor for ISO 27000, Supply Chain Security, which encompasses physical security attributes throughout the entire supply chain from factory to conveyances, to distribution centers.

#### BENEFIT TO THE PROJECT

- Nearly three decades of analyzing criminal behavior, tendencies, and methodology.
- Experience in counter-terrorism investigations and preparedness.
- Experience with public safety security through the FBI Crisis Management Program and the Office of Emergency Services for the City of San Francisco.
- Certified with the American Water Works Association for Risk and Resilience
- Performed over 60 physical security assessments with cities, counties, office buildings, and water/wastewater agencies
- Technical background in engineering.

#### EDUCATION

BS Mechanical Engineering,  
Michigan Technological  
University

FBI Academy NCIS Academy  
Engineer in Training Program,  
Army Corps of Engineers  
Officer Training: USMC

#### CERTIFICATIONS

AWWA Utility Risk and  
Resilience Certification

Top Secret/Sensitive  
Compartmental Information  
(1972 - 2004)

American Society of Industrial  
Security

Association of Certified  
Fraud Examiners

## Tom Lafreniere

### Physical Security Assessment Task Lead

Claris Strategy

#### RELEVANT EXPERIENCE

As an FBI and NCIS special agent, Tom has become familiar with criminal methodologies and with security vulnerabilities exploited by criminal elements.

His experience in crisis management planning for both the FBI and the City of San Francisco has heightened his familiarity with protecting critical infrastructure from bridges to buildings, to include strategic security planning for facilities and services.

Tom, as a member of American Society of Industrial Security, brings with him the training and the security resources, research, and guidelines available through ASIS. Tom has the training and the certification for supply chain security, which includes conveyances.

Tom's experience as an engineer provides a common foundation from which to communicate with contributors to a renovation or upgrade project.

Tom has completed numerous security assessments and designs for various government infrastructure and private or corporate entities, to include the following:

#### **Los Angeles County Metropolitan Transportation Authority, Los Angeles County, CA**

Threat and Vulnerability Assessment of Union Station and the Gateway Building; Physical Security Assessment of 18 Metro Bus and Rail Operating Divisions

#### **Port of Richmond, Richmond, CA**

Security assessment and system design for the buildings and perimeter of the multi-acre Port site.

#### **America's Water Infrastructure Act Risk and Resilience Assessments, Various Locations, CA**

Conducted twelve risk and resilience assessments for water agencies

#### **San Manuel Band of Mission Indians**

Physical security assessment of casino and reservation property

#### **Livermore Water Resources Division, City of Livermore**

Threat and Vulnerability Assessment

#### **San Joaquin Valley Irrigation District, CA**

Security assessment and system design for six facilities and pump stations that support the irrigation district

#### **Patterson Irrigation District, Patterson, CA**

Threat and Vulnerability Assessment

#### **Fairfield Water District, Fairfield, CA.**

Threat and Vulnerability Assessment

#### **Contra Costa Wastewater District, Concord, CA**

Threat and Vulnerability Assessment

#### **Castro Valley School District, Castro Valley, CA**

Threat assessment and security design for 19 schools

Other threat and vulnerability assessments include:

- Factories that manufacture security products
- Office buildings
- Wineries
- Country clubs
- Municipal parks

## Claris Strategy



### Jacqueline (Jackie) Hickey, IABTI Blast Mitigation and Security Technology Subject-Matter Expert

#### EDUCATION

2017- Advanced CHEM/BIO Investigation Course

2016 - Advanced Entry Technics Course

2016 - Tactical Bomb Technician Course with SWAT/DOD

2015 - Explosives Unit Laboratory Training Course

2010 - FBI Improvised Explosives Course

2005 - Adlerhorst International K9 Advanced Explosive Detection K9 Instructor Level Course

2004 - The Instructor Development Course

2003 - Special Entry Breacher Course

2003 - Advanced Canine (K9) Handlers Seminar

2001 - Hazardous Materials Technician Certification

2000 - Basic Hazardous Devices School; FBI Basic Post Blast Course

#### AFFILIATIONS

Member of the International Association of Bomb Technicians and Investigators (IABTI)

Jackie recently retired as an Explosives Ordnance Technician for the Los Angeles Police Department's Bomb Squad Unit. Her responsibilities included rendering safe all explosive devices, conducting post-blast investigations and reconstructing improvised explosive devices. She has participated in over 2,500 bomb calls, more than 900 of which she was the lead investigative Technician. She was assigned as the TFO to the Los Angeles CT-7 Squad with the FBI. As a CT-7 Squad member she was a key member in the Los Angeles Stabilization Program and deployment of ECM. She was also the Explosives Detection K-9 Trainer and Handler for the CT-7 Squad and a certified Hazardous Materials Technician. She was the 2018 recipient of the LAPD's coveted Police Star Award for her leadership and bravery during the San Bernardino terrorist massacre.

Jackie is a National and International Instructor in counter terrorism analysis and assessment, risk and blast mitigation, weapons of mass destruction, explosives and munitions. As an Instructor, she has traveled to several overseas locations to train other EOD Units and civilian entities. She is a highly sought-after guest speaker for numerous corporate entities, helping to train and increase threat awareness for high-level security personnel.

Jackie has been the lead security detail organizer over all participating law enforcement personnel for many high-profile events at venues across the City of Los Angeles and LA County. She has also served as a Technical Consultant advising on numerous law-enforcement and security related content in the film and television arena.

As an International Assoc. of Bomb Technicians & Investigators (IABTI) Board Member she was delegated to author & develop a Southern California K9 certification program.

Jackie remains as an instructor in counter terrorism, weapons of mass destruction, explosives and munitions, and K9 deployment procedures for all sworn and civilian participation domestically and internationally.

#### BENEFIT TO THE PROJECT

- Nationally/internationally recognized expert on counter terrorism, blast assessment and mitigation, weapons of mass destruction and K-9 training
- As LAPD's lead investigative explosive ordnance technician, led 900 bomb calls and has participated in over 2,500 bomb calls
- Provided blast mitigation expertise and security protection for major government facilities and high-profile events
- Extensive experience with security for public safety buildings
- Awarded LAPD's Police Star Award for the San Bernardino terrorist shooting
- Subject-matter expert on innovative security technology solutions

## Jacqueline (Jackie) Hickey

### Blast Mitigation and Security Technology Subject-Matter Expert

Claris Strategy

#### RELEVANT EXPERIENCE

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**West Los Angeles FBI Field Office and Los Angeles Police Department Bomb Squad Facilities, Los Angeles, CA | Physical Security SME.** Provided expertise for physical security assessment of these facilities and mitigation measures to minimize bomb attack risk.

**Los Angeles World Airports, Los Angeles, CA | Physical Security SME.** Led physical security and security systems design oversight on behalf of Los Angeles World Airports on the modernization of Terminals 1, 4 and Tom Bradley International Terminal.

**Los Angeles County Metropolitan Transportation Authority, Los Angeles, CA | Bomb Blast SME.** Threat and Vulnerability Assessment of Union Station and the Gateway Building

**San Manuel Band of Mission Indians, Highland, CA | Physical Security SME.** Physical security assessment to improve situational awareness, mitigate security and safety vulnerabilities regarding the reservation and casino properties

**Original Farmers Market & A.F. Gilmore Company, Los Angeles County, CA | Physical Security SME.** Security assessment to improve situational awareness, mitigate security and safety vulnerabilities within the immediate environment; improve emergency notifications with local departments, implement weekly security training programs; design initial and finalization of a Security Operations Center build-out with staffing.

**Government of Indonesia, Jakarta, Indonesia | Explosives Training and Blast Analyst.** Conducted training in advanced explosives techniques and post blast analysis with the Royal Jakarta National Police, Royal Bomb Squad, Royal Thailand National Police and Royal Navy Seals.

**Ritz Carlton Hotel, Jakarta, Indonesia | Security explosives and K-9 SME.** Assessed and developed security explosives protocols & K9 protocol.

**U.S. Department of Defense, Various Locations | Security explosives and K-9 SME.** Conducted field-training exercises.

**Federal Bureau of Investigation, Virginia | K-9 Certification Author.** Authored the FBI's National K9 Certification program and Standard Operation Procedures (SOPs) in effect from 2007-2014.

## Claris Strategy



### Lisa Garcia Crime Statistics Analyst

Lisa has more than 45 years of professional experience with the federal government and in the private sector, in collecting information and providing analysis and conclusions in domestic and international venues. Lisa has participated in over 300 security and investigative engagements worldwide.

Lisa's expertise includes knowledge of sophisticated data gathering techniques to evaluate security risks and vulnerabilities in support of complex investigations, critical infrastructure protection and crisis response. Analysis techniques utilized during her professional career include preparation and manipulation of complex spreadsheets for illustration of evidence and research collected, retrieval of data from various publicly-available online resources in support of due diligence screening as well as collating and summary report preparation of all research and information gathered.

Lisa spent more than seven years with the FBI and DEA as a financial data analyst in support of the FBI's Asset Forfeiture Support Program and as an Office Manager and Analyst at DEA's Country Offices located in Paris, France and Cairo, Egypt.

Lisa also has experience in the manufacturing industry, spending nine years as a Quality Control Officer for a nationally recognized corrugated company, where she obtained her certification as an ISO 9001 internal auditor.

Between 1975 and 1991, Lisa held managerial and administrative positions in the banking industry in the domestic U.S. and Hawaii, where she worked in the construction loan department, overseeing large-scale construction projects on the outer islands of Maui and Kauai.

#### CERTIFICATIONS

ISO 9001 Auditor

#### RELEVANT EXPERIENCE

Security Analyst for over 300 security and investigative projects

Project manager, security analyst or investigative researcher for over 100 projects for FBI, DOJ, and DEA

LA Metro Physical Security Assessment for Metro Operating Divisions

LA Metro Threat and Vulnerability Assessment of Union Station and the Gateway Building, Los Angeles County, CA

San Manuel Casino Physical Security Assessment

Federal Bureau of Investigation, Asset Forfeiture Department, San Diego, CA  
Contract Analyst II

#### BENEFIT TO THE PROJECT

- Managed or participated in over 300 security and investigative projects including risk assessments, analysis and research of crime data, review of facility operating procedures, security policies and procedures, and performed due diligence and corporate compliance projects.
- Participated as project manager, investigative researcher and security analyst for over 100 federal investigations for the FBI, Department of Justice and DEA in North and South America, Asia and Africa.
- Highly-skilled analyst capable of processing, researching and handling large volumes of complex security information.

## PHILIP MATHUR

### Senior Cost Estimator

Founded in 2014, KPJ Consulting, an S Corporation is SBE/DBE/MBE/WBE certified. KPJ Consulting is especially skilled in providing accurate budgets at the early programming and conceptual phases of a project when that accuracy is critical to a project's ultimate success. KPJ Consulting achieves this with early advice during the design phase by creating functional solutions to meet budget expectations.

Philip Mathur is a Senior Construction Consultant for KPJ Consulting with over 34 years of experience in the construction industry. Philip's experience includes both public and private sector clients, nationally and internationally. He has provided expertise to a variety of projects and building types in sectors ranging from residential, transportation, infrastructure, hospitality and commercial to federal, sports and healthcare.

Philip is adept at coordinating all facets of cost, managing budgets, and negotiating contracts on large- & small-scale projects. He has extensive experience with construction cost estimating, project budget control from early design concepts through construction, GMP/bid package negotiations, change order management, cash flow projection, pay application processing and risk analysis.

*Relevant Project Experience (PM performed estimating on all of the following projects primarily during the feasibility, conceptual or schematic design phases.)*

Los Angeles Metro Division Facility Security Upgrade Master Plan, Los Angeles, CA  
 Los Angeles Metro Division Union Station Security Upgrade Master Plan, Los Angeles, CA  
 Los Angeles County Civic Center Master Plan, CA  
 West Valley Detention Center TI, Rancho Cucamonga, CA  
 Los Angeles Parts Distribution Center, Torrance, CA  
 Aerial Tramway, Portland, OR  
 Big Blue Bus, Administration & Maintenance Facilities, Santa Monica, CA  
 Golden Empire Transit, Admin & Maintenance Facilities, Bakersfield, CA  
 Metrolink Midway Yards, Phase II Master Plan, Los Angeles, CA  
 Orange County Transportation Authority, Transit Facility, Newport Beach, CA  
 Port of Long Beach, Administration & Maintenance Facilities, Long Beach, CA  
 Port of Los Angeles, Downtown Waterfront Harbor, San Pedro, CA  
 Port of Los Angeles, Joint-Agency Container Inspection Fac., San Pedro, CA  
 Southern California Edison SONGS Master Plan, San Diego, CA  
 UC San Diego, Central Plant, La Jolla, CA  
 Disaster Data Recovery Center, Los Angeles, CA  
 Kenneth Hahn Hall of Administration, Los Angeles, CA  
 Family Support Center, San Fernando, CA  
 Community Center, Hacienda Heights, CA  
 Sanitation District, Puente Hills Material Recovery Facility, City of Industry, CA  
 Antelope Valley Master Plan, CA




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#### *Position in Firm*

Senior Construction Consultant

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#### *Role on Project*

Senior Cost Estimator

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#### *Total Years in Field*

34 years

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#### *Level of Education*

Bachelor of Science, Construction  
 Quantity Surveying, Glasgow  
 Caledonian University

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#### *Professional Certifications/ Licenses/Registrations*

Member, Royal Institution of  
 Chartered Surveyor (MRICS)

# D

# PROJECT UNDERSTANDING

Our understanding is the City of Redmond is seeking the services of a qualified consultant to conduct a security risk assessment and make recommendations to direct security upgrades for a comprehensive approach and unified system. Our team, comprised of security and risk management experts, is very aware of the increasing security threats, criminal activity, and homeless issues that impact the City of Redmond and other communities around the nation.

We will develop a comprehensive security strategic plan that addresses the evolving security environment, combines concepts from Crime Prevention Through Environmental Design (CPTED) with traditional physical security methods, and provides guidance for a more efficient and integrated security system.

We understand that the assessment is comprised of the three following tasks with the understanding that these are minimum requirements:

1. General existing conditions
2. Recommended changes prioritized by effectiveness and cost
3. Cost summary based on recommendations presented as an outcome of item (2) above

To accomplish these tasks, we will use the three-step process outlined in the RFP scope of work:

- Task 1: Evaluation
- Task 2: Operational Consideration
- Task 3: Final Report

In this section of our proposal, we have provided the following:

1. Our project approach
2. A project roadmap
3. A preliminary work plan
4. A preliminary project schedule





## PROJECT APPROACH

### A Changing Safety and Security Environment

In today's increasingly complex safety and security environment, the City is facing threats that were unimaginable only a few short decades ago. With the watershed event of 9/11, recent socio-economic and political impacts such as COVID-19, mass political demonstrations, civil unrest, and the January 6th attack on the U.S. Capitol, the City is expected to find ways to increase the safety and security of its citizens, its employees and its critical assets while balancing operational efficiency, social sensitivity and environmental sustainability.

In today's environment, an effective and efficient safety and security operation is a linchpin to keeping the City's employees and the public safe. We believe that conducting a security risk assessment and using its findings to develop a comprehensive Building Security Strategic Plan is one of the necessary steps in building a more robust safety and security environment for the city.

### Holistic Perspective

Our team was formed to take a holistic approach to this project by bringing together multiple perspectives and experiences to inform and develop the building security plan. Our team includes experts in advanced security systems, physical security, blast analysis, counter-terrorism, water/waste water risk assessments, facilities, emergency response, crime analysis, and cost analysis.

Also, our team members are fully invested in helping our communities, many of whom have devoted our careers to defending our nation, serving in law enforcement and assisting others. We bring these collective perspectives to the project.

Claris' holistic approach combines both rational and intuitive thinking viewed through the lenses of people, process, technology and site and facilities as illustrated by the top right diagram.

We use a unique approach – one that examines all of the core elements in developing a plan in parallel: organization, process, facility, and technology. We do so because we have consistently found that solutions are more successful when these four elements are in alignment.



### Inclusive Approach

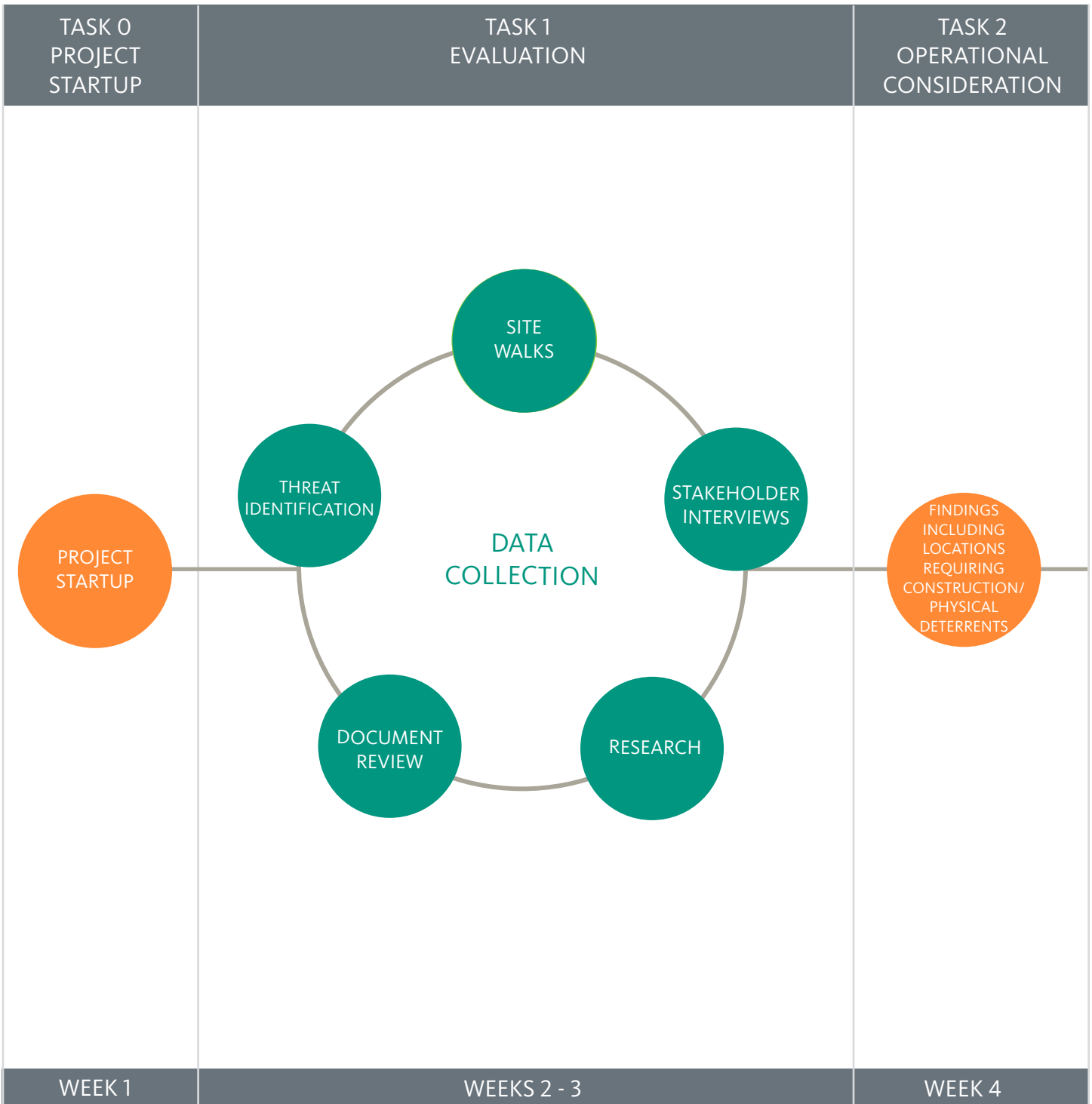
The Claris team believes in a highly-collaborative approach to all of our work not only within our team but also with our clients. Because we work in partnership, the result is a solution that is comprehensive, viable, and defensible.

As appropriate, we encourage the direct involvement and input from City staff, law enforcement, City Fire, other City departments and contractors. Claris Strategy is committed to an inclusive approach that ensures stakeholder participation to maximize plan success.

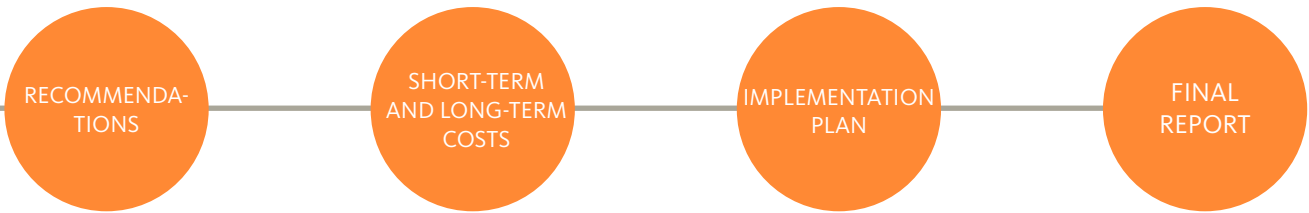
Following is a proposed project roadmap for developing the Building Security Strategic Plan.

## Exhibit A & B - Scope of Work and Project Schedule

### BUILDING SECURITY STRATEGIC PLAN ROADMAP



### TASK 3 FINAL REPORT



WEEKS 5 - 14

## PROJECT WORK PLAN

### TASK 0: PROJECT STARTUP

In this task, we will coordinate with City staff to confirm the details of the project and make any necessary adjustments.

#### 0.1 Request for Background Materials

We will request any pertinent background materials and data for our review and use throughout the project. These may include:

- Mission statement, goals and policies
- Regulatory requirements
- Threat and vulnerability assessments
- Safety and security plans
- Security system information:
  - As-built floor plans with layout of rooms, cable paths, architectural features, and security devices
  - System block diagrams illustrating the overall architecture and components of the electronic security systems and interconnections between different devices
  - Wiring diagrams depicting the electrical connections between different components of the security system.
  - Elevation Drawings with a vertical view of specific areas, such as the exterior walls where security devices are placed
- Integration Design Documents: a comprehensive and detailed blueprint for the integration of disparate systems, applications, or components within a larger software or IT infrastructure. This document outlines the architecture, data flow, interfaces, protocols, and communication mechanisms.
- City Policies regarding:
  - How video can be used in the city
  - Exporting and sharing recorded video
  - Configuration of video cameras (resolution, framerate, codec, compression, etc.)
  - Design standards or design criteria for security systems
  - User accounts and access rights for various security systems
- Standard Operating Procedures
  - Response to access control alarms (e.g. door held open, door forced open) to include alarmed gates and roll-up doors
  - Response to duress alarm
  - Procedures for exporting and sharing recorded



video

- Procedures for viewing live video
- After-Action Reports and Improvement Plans
- Site maps and facility plans of facilities to be assessed
- Staff and customer surveys on safety and security
- Customer and staff data on safety and security issues
- Specific safety and security standard operating procedures (SOPs)
- Organization charts
- Previous related studies and reports

## 0.2 Project Kickoff Meeting

The Kickoff Meeting will provide an opportunity for our team to meet with City staff assigned to this project.

During this virtual meeting (or in-person if we can schedule to coincide with the site walks), we will:

- Review project goals and assumptions
- Review project scope, schedule, and work plan
- Confirm City staff and Claris team members roles and responsibilities
- Confirm the facilities to be assessed
- Discuss data collection methods
- Discuss a preliminary set of assessment criteria
- Discuss use of risk methodology for risk assessment
- Set up communication channels
- Confirm key project dates
- Confirm deliverables
- Discuss and confirm dates for site walks
- Develop initial list of stakeholders
- Project team discussion

## TASK 1: EVALUATION

In this task, our team will perform the actions identified by the City:

- Evaluation of existing conditions, including:
  - Review of physical security systems
  - Areas of greatest intrusion vulnerability (architectural security)
  - Areas of most significant egress vulnerability
  - Locations with the greatest level of risk

This evaluation will be used to inform our risk assessment.

In this task, we intend to develop an understanding of the following:

- The current City safety and security plans including the organizational structure, processes and procedures and technologies
- The historical, current and potential use and operations of the facilities included in the RFP
- The physical security systems used at these facilities
- External and internal factors that may affect safety and security at each of these facilities
- Organizational factors that may impact the safety and security of these facilities
- Best practices, lessons learned and industry trends for all hazard mitigation at bus, paratransit, rail and critical infrastructure operations

## Facilities to Assess

We will assess the 49 facilities the City has identified:

- City Hall
- City Hall Parking Garage
- Public Safety Building
- Teen Center
- Community Center
- Redmond Pool
- MOC site with 13 facilities and areas
- 7 Fire Stations
- 22 Water/Wastewater sites

Prior to any site and facility walks, we will discuss with City staff to identify any key security concerns that they would like our team to focus on.

## 1.1 Site and Facility Walks

Our goal of the site and facility walks is to evaluate potential threats, to document the security measures in place, to assess any vulnerabilities and to identify any opportunities for improvement. Our team will visit the facilities accompanied by City staff. We will document the site and facilities through photographs and notes, focusing on an assessment criteria checklist previously developed. These will include:

- Video surveillance systems (CCTV)
- Access control systems
- Intrusion detection systems
- Communication systems
- Technology infrastructure systems

## PROJECT WORK PLAN (CONTINUED)

- Site and facilities physical security including use of entrances and exits for vehicles and persons, lighting, fences, walls, gates, guard rails, bollards, secured doors and locking systems, screening centers and equipment and guard posts
- Intrusion and egress vulnerabilities to the threats such as terrorist attack, active shooter and criminal behavior

We will evaluate the following with respect to the security systems on our site walks:

- **Coverage:** Evaluate the system's coverage and ensure that all critical areas, such as entry and exit points, perimeters of buildings, areas critical to operations, and public spaces are adequately covered by cameras.
- **Quality:** The quality of the video footage is essential for identifying people and events accurately. Every camera should have a specific objective and purpose (detection, observation, recognition, identification). Some cameras will be used for general observation of a space while other cameras should provide high-resolution video that can capture details such as faces, license plates, and other identifying features.
- **Storage:** The system should have sufficient storage capacity to retain video footage for an extended period. Depending on the City's requirements, the storage capacity should be able to retain video footage for a specified amount of time.
- **Integration:** The video surveillance system could be integrated with other security systems, such as access control and alarm systems. Integration ensures that the video footage can be used in conjunction with other security measures to enhance the overall security of the city. Integrations will be evaluated and considered in the process.
- **Maintenance:** The system should be easy to maintain, and regular maintenance should be performed to ensure optimal performance. Maintenance and support options will be considered with any recommendations.

### 1.2 Key Stakeholder Interviews

The Claris team will conduct up to eight (8) interviews with key City staff of approximately sixty minutes in length. These

interviews will be held virtually or, if possible, on site during the site walks. We will:

- Identify the key stakeholders responsible for security at the facilities to be assessed.
- Meet with the key stakeholders to discuss any security concerns, past incidents, challenges, lessons learned and opportunities.
- Interview Technology and Information Systems (TIS) personnel currently maintaining the electronic security system equipment and City Cybersecurity staff to understand any constraints or regulatory requirements around the use of Software as a Service (SaaS), cloud technologies, or biometric technologies.
- Develop an understanding of the processes and procedures in place to monitor, report, notify and respond to security incidents.
- Meet with law enforcement and security staff to discuss security issues such as criminal activity, incident reports, and community and social concerns which could impact the potential threats and vulnerabilities surrounding the facilities.

### 1.3 Document Review

We will review the background material received in detail. From a review of this material, the site walks and the interviews, the team will form a picture of the current state of the safety and security of these facilities.

### 1.4 Research

#### Threat Analysis Based on Local and National Research

The Claris team will perform research on the following threat areas:

- **Terrorist threat.** Our team members regularly update the threat profile for various types of terrorist threats to transit systems utilizing our sources and contacts at applicable security organizations such as the FBI, DHS, Infragard, FEMA, local law enforcement and ASIS to identify the current best practices to harden high target facilities. This effort will be led by Lisa Garcia, formerly an analyst at the FBI and the Department of Justice who has 45 years of experience conducting over 300 security



assessments.

- **Criminal Statistics.** Our team, will provide three (3) years of crime statistics for each facility location. Analysis will include current, real-time, and historical data by utilization of the Federal Bureau of Investigation Uniform Crime Report (UCR) systems as well as Automated Regional Justice Information Systems (ARJIS) to target Part 1 violent crimes, Part 1 property crimes, and Part 2 offenses.

#### **Best Practices, Lessons Learned and Trends on Mitigation Measures**

We will utilize our experience in assessing security threats and vulnerabilities across multiple environments including high-security public buildings, public safety buildings, critical infrastructure sites, public gathering places and water/wastewater facilities.

Our team will use our knowledge of best practices, lessons learned and industry trends to develop recommendations on mitigation measures, improvements to the security systems and the advantages and disadvantages of future technologies.

#### **TASK 2: OPERATIONAL CONSIDERATIONS**

In this task, our team will perform the actions identified by the City:

- Identification of locations necessitating the construction, or addition of physical deterrents

##### **2.1 Findings**

Our team will summarize the information collected and use a SWOT analysis to frame the strengths, weaknesses, opportunities and threats for each facility. An example of the findings summary table that illustrates the threats, strengths and weaknesses for each facility is provided on the following pages.

We will use the findings to begin forming our thoughts for system-wide and site-specific mitigation opportunities.

As part of the opportunities, we will identify locations where physical deterrents may be constructed or added.

##### **2.2 Findings Meeting**

We will hold a virtual meeting with City project staff to review the team's findings. In the meeting, we will discuss the SWOT analysis and receive direction from the City on direction of which mitigation strategies to focus on.

## SITE SUMMARY FINDINGS EXAMPLE

Site Location Key	Facility 1	Facility 2	Facility 3	Facility 4	Facility 5	Facility 6	Facility 7	Facility 8	Facility 9
<b>Site Characteristics</b>									
<b>Threats</b>									
Terrorist - Bomb Attack	Red	Red	Red	Green	Red	Yellow	Red	Red	Red
Terrorist - Active Shooter	Red	Red	Red	Yellow	Red	Green	Red	Red	Red
Terrorist - Vehicular Attack	Red	Red	Green	Green	Green	Green	Red	Red	Green
Personal Crime	Red	Red	Green	Green	Red	Red	Red	Red	Yellow
Theft	Red	Red	Green	Green	Red	Red	Red	Yellow	Yellow
Vandalism	Red	Red	Red	Red	Red	Red	Red	Red	Red
Trespassing	Red	Red	Red	Red	Red	Red	Red	Red	Red
Internal Threats	Green	Green	Green	Green	Green	Red	Green	Green	Green
<b>Issues</b>									
Homeless Issue	Red	Red	Green	Green	Red	Green	Red	Red	Green
<b>Security Personnel</b>									
Contracted Security	•	•	•	•		•			•
Law Enforcement				•		•			
<b>Site Attributes</b>									
<b>Perimeter</b>									
Fencing (includes Maint.), Gates and Locks	Red	Grey	Grey	Grey	Red	Grey	Red	Red	Grey
Lighting	Grey	Green	Green	Yellow	Green	Yellow	Yellow	Red	Red
Cages							Green		
Signage	Green	Green	Grey	Grey	Green	Grey	Yellow	Yellow	Green
<b>Structures</b>									
Building Envelope (Walls)	Grey	Green	Green	Green	Green	Grey	Grey	Grey	Grey
Building Envelope and Structure (Blast)	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
Exterior Doors and Hardware	Grey	Yellow	Yellow	Yellow	Green	Yellow	Grey	Red	Grey
Exterior Windows	Grey	Yellow	Yellow	Yellow	Yellow	Yellow	Grey	Grey	Grey
Interior Doors and Hardware	Grey	Yellow	Yellow	Green	Green	Yellow	Grey	Yellow	Yellow
Key Control									
<b>Security Systems</b>									
Video Surveillance	Green	Green	Green	Green	Yellow	Green	Green	Green	Yellow
Analog Cameras	•	•							
IP Cameras	•	•	•	•	•	•	•	•	•
Access Control	Yellow	Green	Green	Green	Yellow	Yellow	Red	Red	Yellow
Intrusion Detection	Yellow	Yellow	Yellow	Yellow	Red	Red	Red	Red	Red
Emergency Communication	Red	Grey	Grey	Grey	Grey	Grey	Red	Red	Grey
<b>Security Policy, Process and Procedure</b>									
	Red	Red	Green	Green	Red	Yellow	Red	Red	Yellow



Facility 10	Facility 11	Facility 12	Facility 13	Facility 14	Facility 15	Facility 16	Facility 17
High Threat	High Threat	High Threat	Medium Threat	Medium Threat	Medium Threat	High Threat	Medium Threat
High Threat	Low Threat	Low Threat	Low Threat	Medium Threat	Low Threat	Low Threat	Low Threat
High Threat	High Threat	High Threat	Medium Threat	High Threat	High Threat	High Threat	Medium Threat
High Threat	High Threat	High Threat	High Threat	High Threat	Medium Threat	High Threat	High Threat
High Threat	High Threat	High Threat	High Threat	High Threat	High Threat	High Threat	High Threat
Low Threat	Low Threat	Low Threat	Medium Threat	Medium Threat	High Threat	Low Threat	Medium Threat
High Threat	High Threat	High Threat	High Threat	High Threat	Low Threat	High Threat	High Threat
Present	Present	Present			Present	Present	
	Present	Present		Present	Present	Present	
High Threat	Not Applicable	Not Applicable	Medium Threat	High Threat	Not Applicable	Not Applicable	Not Applicable
Good Condition	Medium Threat	Good Condition	Medium Threat	Good Condition	Medium Threat	Medium Threat	Medium Threat
Good Condition	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Good Condition	Good Condition	Good Condition	Good Condition	Good Condition	Good Condition	Good Condition	Good Condition
Not Applicable	Not Applicable	Not Applicable	Good Condition	Not Applicable	Not Applicable	Not Applicable	Good Condition
Medium Threat	Medium Threat	Medium Threat	Medium Threat	Medium Threat	Medium Threat	Medium Threat	Medium Threat
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Good Condition	Not Applicable	Not Applicable
Good Condition	Medium Threat	Medium Threat	High Threat	High Threat	Good Condition	Medium Threat	High Threat
Present	Present	Present		Present	Present	Present	
Good Condition	High Threat	High Threat	Medium Threat	Medium Threat	Medium Threat	High Threat	High Threat
High Threat	High Threat	High Threat	Not Applicable	Not Applicable	Not Applicable	High Threat	Not Applicable
High Threat	Medium Threat	High Threat	Good Condition	Medium Threat	Medium Threat	High Threat	Good Condition

**THREATS AND ISSUES LEGEND**

- High Threat
- Medium Threat
- Low Threat

**OTHER CATEGORIES LEGEND**

- Poor Condition
- Moderate Condition
- Good Condition
- Present
- Not Applicable

## PROJECT WORK PLAN (CONTINUED)

### TASK 3: FINAL REPORT

In this task, our team will develop a final report that will include strategic recommendations to implement security upgrades for continuous risk mitigation. The report will include:

- Development of recommendations for security improvements
- Identification of short-term and long-term costs
- Prioritization of recommendations and development of an implementation plan
- Preparation of written Security Assessment Report
- Costs associated with constructed improvements

#### 3.1 Risk Assessment

We will use the information collected to develop a risk assessment based on the assets to be protected, relevant threats and vulnerabilities identified. This risk assessment for each facility will help prioritize recommendations across all facilities.

We propose using the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) methodology for the risk assessment. This following formula for risk illustrates the approach:

$$\text{Risk (R)} = \text{Threat (T)} \times \text{Vulnerability (V)} \times \text{Consequence (C)}$$

##### 3.1.1 Threat Assessment

Based on our team's research, we will identify the relevant threats to each facility. The threats and hazards that will be considered include:

- **Terrorist attack**
  - Vehicle borne bomb
  - Person borne bomb
  - Vehicle ramming
  - Drone attack
  - Active shooter
  - Sabotage
  - Chemical/Biological/Radiological/Nuclear (CBRN) attack
- **Criminal Activity**
  - Active shooter
  - Trespassing

- Assault
- Theft or diversion
- Robbery
- Rape
- Arson
- Vandalism
- Insider threat

Each relevant threat for a facility will be rated on a scale of 1 (Very Low) - 10 (Very High).

##### 3.1.2 Vulnerability Assessment

The vulnerability assessment will analyze in depth the facilities' functions, systems, and site characteristics to identify building weaknesses and identify mitigations or corrective actions that can be designed or implemented to reduce the vulnerabilities. We will consider the following components for each facility if relevant:

- Security systems
  - Video surveillance
  - Access control
  - Intrusion detection
  - System monitoring
- Fencing/gates
- Security lighting
- Security signage
- Vehicle bollards
- Door and gate locks
- Blast resistance
- Panic buttons
- Security/emergency communications

From the information we receive through site walk observations, documentation and stakeholder interviews, we will rate each relevant vulnerability to the threat on a scale of 1 (Very Low) - 10 (Very High).

##### 3.1.3 Consequences

Using the DHS/FEMA TVA methodology, we will quantify the potential losses using four categories:

1. **Human Impact:** Effects on human life and physical wellbeing (e.g. fatalities, injuries)

2. **Economic Impact:** Direct and indirect effects on the economy with respect to the buildings and its functions
3. **Public Confidence:** Effect on the public confidence in the organization to deliver service. This encompasses those changes in perception emerging from a significant incident that affect the public’s sense of safety and wellbeing
4. **Business Functionality:** Effect on the business’s ability to continue operations to deliver service.

For each facility, we will rate a consequence on a scale of 1 (Very Low) - 10 (Very High).

**3.1.4 Risk Analysis**

Using the confirmed threat, asset and vulnerability assessments, we will quantify the level of risk for each facility against each primary threat using the proposed risk equation. The risks will be ranked high, medium and low. A possible risk scale is:

	Low Risk	Medium Risk	High Risk
Risk Factors Total	1-60	61-175	>175

An overall risk rating will be tabulated for each facility.

**3.2 Recommendations**

From the risk analysis, the team will develop a set of recommendations prioritized by risk for mitigating the vulnerabilities and enhancing the security systems and physical deterrents.

**3.3 Short and Long-Term Costs**

Philip Mathur, of KPJ Consulting, and Lance Ferrell, of Claris Strategy, will review the prioritized recommendations and develop a rough order of magnitude (ROM) cost estimate divided into short and long-term costs. We will use historic data, current market pricing and in some cases direct vendor estimates in the process of preparing the cost estimates for the physical deterrents and security system improvements. The format of the estimate will follow the client requirements and will be broken down for each facility.

**3.4 Risk Assessment Workshop**

We will schedule a four-hour virtual workshop to review and

discuss our risk assessment, prioritized recommendations and cost estimates with the project team and key stakeholders.

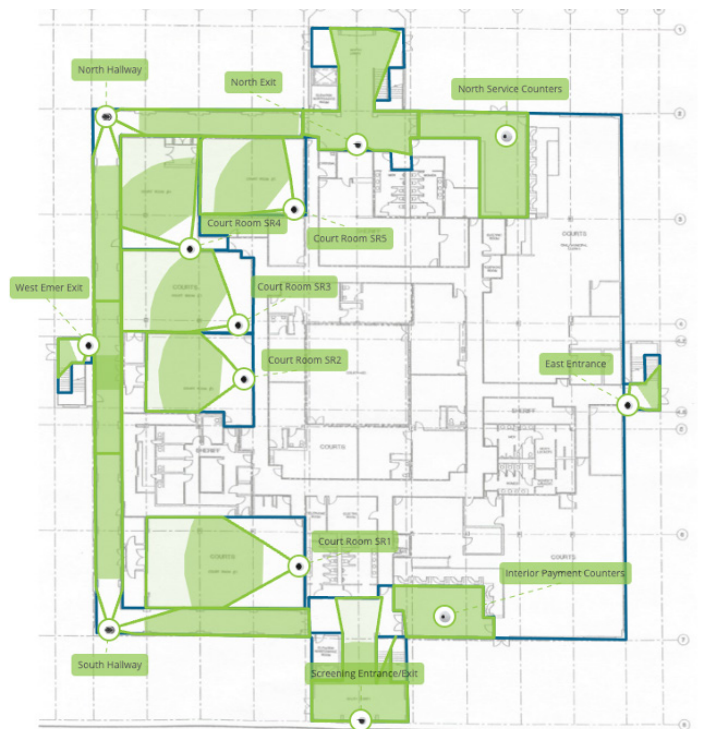
**3.5 Implementation Plan**

The Claris team will develop an implementation plan for City staff to review and comment. The implementation plan may be organized as follows:

- A list of prioritized recommendations categorized into short-term, medium-term and long-term time frames
- ROM costs for the each of the time frames

**3.6 Security Schematic Design**

We will develop a set of schematic design drawings for recommended physical improvements to buildings and surrounding site area facilities. Recommendations may include physical barriers, gates, fencing, guard booths, and visual depictions of recommended hardware to include camera coverage and access control points. An example of a video surveillance camera layout is provided below. We are assuming that the City has a current set as-built drawings for each of the sites.



## PROJECT WORK PLAN (CONTINUED)

### 3.7 New Technology and Information System (TIS) Analysis

We will develop a high level analysis of a new technology and information system. This electronic security systems will explore options for:

- Transitioning existing Genetec Synergis (access control) and Omnicast (video management systems) servers to Genetec Stratocast or another Video Surveillance as a Service (VSaaS) solution
- Identifying the pros and cons of utilizing Access Control as a Service (ACaaS) and VSaaS to more efficiently operate and manage the system
- Identifying potential opportunities for reducing the technical skills and knowledge required of the TIS team to maintain the systems
- Identifying potential opportunities for reducing the number of staff required to maintain the electronic security systems
- Identifying opportunities to make it simpler to remotely operate and manage the electronic security systems
- Identifying potential opportunities for reducing the technical skills and knowledge required of operators to use the systems
- Transitioning card readers to mobile or biometric readers to eliminate the need to issue, maintain, and carry access credentials
- Identify options for managing visitors to city facilities
- Exploring the use of a virtual security operations center or third-party alarm monitoring service to relieve city resources of the responsibility for alarm monitoring
- Standardizing surveillance hardware for simplified management, interoperability, and cost efficiency
- Providing recommendations for contracting a local integrator for maintenance of the electronic security systems

Based on our analysis, we will provide a set of recommendations for the new system for the City to consider.

### 3.8 Security Assessment Draft Report

We will develop a draft report for City staff for review. Much of the content of this report will be developed during the previous tasks with the final content, recommendations, and appendices finalized in the draft report. The preliminary table of contents for the draft report may include:

- An executive summary
- An introduction with project scope, methodology and assumptions
- A findings summary with SWOT analysis
- A threat analysis
- A vulnerability assessment
- A consequence analysis
- A risk assessment summary
- An evaluation matrix ranking risk based on threat, vulnerability and consequence
- A prioritized set of recommendations with a focus on the security systems
- Rough-Order-of-Magnitude costs for the recommendations
- An implementation plan for short-term, medium-term and long-term improvements
- A schematic design for the physical system improvements
- An analysis and recommendations for a new, integrated Technology and Information System (TIS)
- A summary report of each identified facility which may include:
  - A description of the facility and its key functions
  - A threat analysis
  - A vulnerability assessment of each site
  - A consequence analysis
  - An risk assessment matrix
  - Site-specific recommendations for mitigation
- A set of appendices
  - A glossary
  - Detailed crime statistics

A sample table of contents is provided on the following page.

### 3.9 Security Assessment Draft Report Meeting

We will present the key elements of the draft report to City staff and other identified stakeholders in a virtual meeting. We will suggest that staff will have two weeks for review.

### 3.10 Security Assessment Final Report

Our team will incorporate any changes into the report and submit the final report to City staff for approval.

#### Deliverables

- Security assessment draft report
- Security assessment final report. The final report will be delivered in up to three (3) hard copies and digital format (PDF) on a USB drive

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## PRELIMINARY PROJECT SCHEDULE

TASK	MONTHS WEEKS	1				
		1	2	3	4	5
<b>TASK 0: PROJECT STARTUP</b>						
0.1 REQUEST FOR BACKGROUND MATERIAL						
0.2 PROJECT KICKOFF MEETING						
<b>TASK 1: EVALUATION</b>						
1.1 SITE AND FACILITY WALKS						
1.2 STAKEHOLDER INTERVIEWS						
1.3 DOCUMENT REVIEW						
1.4 RESEARCH						
<b>TASK 2: OPERATIONAL CONSIDERATION</b>						
2.1 FINDINGS (WITH ID OF LOCATIONS REQ. PHYSICAL DETERRENTS)						
2.2 FINDINGS MEETING						
<b>TASK 3: FINAL REPORT</b>						
3.1 RISK ASSESSMENT						
3.2 RECOMMENDATIONS						
3.3 SHORT AND LONG-TERM COSTS						
3.4 RISK ASSESSMENT WORKSHOP						
3.5 IMPLEMENTATION PLAN						
3.6 SECURITY SCHEMATIC DESIGN						
3.7 NEW TECHNOLOGY AND INFORMATION (TIS) ANALYSIS						
3.8 SECURITY ASSESSMENT DRAFT REPORT						
3.9 SECURITY ASSESSMENT DRAFT REPORT MEETING						
CITY STAFF REPORT REVIEW AND COMMENT						
3.10 SECURITY ASSESSMENT FINAL REPORT						

-  TASK ESTIMATED TIME
-  SUBTASK ESTIMATED TIME
-  MEETINGS/PRESENTATIONS
-  CITY REPORT REVIEW ESTIMATED TIME



# E

# PROJECT MANAGEMENT APPROACH

Claris Strategy, working with our team, will develop a project management plan that clearly defines the methods for project execution and coordination. This plan will include an operations plan, communications plan and a QA/QC plan and will address the following items:

- An achievable, realistic schedule and a means for proactively addressing potential delays
- A detailed schedule that demonstrates the overall work approach identifying the critical path
- An organization chart that defines the key positions and an effective staffing plan that assigns the right staff to each project task

At the start of the project, the project manager, William Lim of Claris Strategy will refine the project roadmap for the project.

## OPERATIONS PLAN

### Resource Requirements and Planning

At the outset of the project, we will identify the required resources that match the project scope of services:

- A description of tasks required to develop the agreed upon services and deliverables
- A list of specific contract requirements which could impact the scope of services
- A clarification of services to be completed by the client or subconsultant

### Budget

Upon the Notice to Proceed (NTP), Claris will develop a plan to monitor the project budget and schedule. The budget will:

- List project and task numbers
- List number of hours budgeted for each task
- List the budgeted expenses for each task
- Identify any limitations or special requirements relating to travel

A detailed estimate of progress made during each reporting period will be used to prepare status reports. Our team will reassess project progress during bi-weekly meetings to determine if we are within the approved budget and whether the approved schedule is being met. If we find that either one of those indicators is compromised, the Project Manager and Task Leads will take corrective measures and adjust resources as necessary. If there is a change in scope, we will closely

communicate any issues with the City's Project Manager and work together to mitigate impacts.

### Scheduling

We understand the importance of project schedules and timely delivery. We will use Microsoft Project to develop project resource loaded schedules. This schedule will include the following:

- Notice to proceed
- Request for information
- Project kickoff
- Site walks
- Research
- Intermediate milestones
- General and detailed assessments
- Recommendations
- Implementation plan
- QC reviews and resolution of comments
- Draft and final report deliverables
- City staff reviews

### Detailed Work Plan

Our detailed work plan will include task definition, key project milestones and deliverables. We have provided a preliminary work plan in the following section.

### Document Production

For the production of deliverables we will meet the quality standards of city documentation and will confirm the compatibility of the City's software requirements. We will:

- Confirm written, presentation and drawing document requirements
- Identify software to be used on the project and validation requirements

### Subconsultant Management

Our Project Manager will provide close coordination with our subconsultant and will initiate and execute a document control process.

### Project Technical Requirements

The Claris team will perform all services in compliance with any regulatory or policy requirements governing transit operations. We will address the following:



- A project technical approach
- Regulatory and security standards requirements governing the project
- Methodologies and assumptions
- Claris team and industry best practices
- Client directives

### **Risk Management Plan**

Our team will manage risk by verifying that project deliverables and supporting documentation are complete and understandable, conform to applicable and reasonable standards relative to their intended purpose, and meet client and Claris requirements. We will:

- Identify critical risks which may impact successful project delivery
- Risk response strategy (avoid, transfer, mitigate or accept)
- Assign action items and track each risk

### **COMMUNICATIONS PLAN**

We recognize that effective communication is critical to the successful delivery of any project. To that end, William Lim of Claris Strategy will be the primary point-of-contact with City staff. As required, we will hold regular meetings with the client and select staff to discuss project status, potential project constraints and opportunities in addition to agenda items dealing with project schedule, budget status and potential scope creep.

At the beginning of the project, we will:

- Confirm the individual(s) who will coordinate all communication from the client
- Identify the project team members who are authorized to submit requests for data, meetings or other information
- Describe how communication records shall be prepared and maintained
- Identify confidentiality requirements and restrictions

### **QUALITY ASSURANCE/QUALITY CONTROL PLAN**

Although all team members are cognizant and responsible for the quality of their work, we will ensure that city quality standards are met by assigning a Quality Control manager.

#### **Project Planning Review**

The PM will schedule a planning review with the city project leadership to discuss and verify that contractual, business, and management issues have been adequately prepared and planned for prior to beginning project execution.

#### **Risk Assessment**

Risk assessments will be performed from the project development stage through the full execution of the project. Mitigation plans are developed and reviewed with senior management for projects with identified elevated risks.

#### **QC Checking**

The document originator and document checker will work together to verify the accuracy and completeness of written material, calculations, spreadsheets, and drawings.

#### **QC Reviews**

QC reviews are conducted as integral components of project activities as follows:

1. Conducted by experienced personnel who are not otherwise involved in producing the documents to provide impartial assessments.
2. Originator reviews the comments and makes necessary changes and additions to the original document.
3. QC Reviewer reviews the revised document and discusses comment resolutions with the Originator and/or PM.
4. PM reviews the QC review comments and revised document.

#### **Project Reviews**

Project reviews occur throughout project execution to facilitate communication between the PM and the project team. The status of the project is discussed along with areas where actions are required.

## F

## PROPOSED FEE/COSTS

## Exhibit C - Payment Schedule

## PROPOSED FEE SUMMARY

<b>Tasks</b>	<b>Hours</b>	<b>Fee</b>
<b>Project Management</b>	30	\$ 6,750
<b>0.0 Project Startup</b>	72	\$ 12,600
<b>1.0 Evaluation</b>	252	\$ 43,350
<b>2.0 Operational Considerations</b>	184	\$ 32,700
<b>3.0 Final Report</b>	452	\$ 96,220
<b>Labor Hours and Costs Total</b>	<b>990</b>	<b>\$ 191,620</b>
<b>Other Direct Costs</b>		
Printing		\$ 1,000
Mileage		\$ -
Car Rental/Transit/Ride Share		\$ 1,122
Flight		\$ 1,700
Lodging		\$ 3,400
Per Diem		\$ 850
<b>Other Direct Costs Total</b>		<b>\$ 8,072</b>
<b>Total Fee</b>		<b>\$ 199,692</b>

## PROPOSED FEE DETAIL

Task Description	Project Manager	Security Systems Lee	Blast Mitigation and Technology SME	Physical Security Lead	Crime Statistics Analyst	Total Hours	Clariss Strategy Total Fee	KPJ Consulting	Project Team Total Fee
	William Lim	Lance Ferrell	Jaqueline Hickey	Tom LaFreniere	Lisa Garcia				
<b>Billing Rates</b>	\$225	\$180	\$180	\$150	\$150				
<b>Project Management</b>									
Project Management	30					30	\$ 6,750	\$ -	\$ 6,750
<b>SUBTOTAL</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>\$ 6,750</b>	<b>\$ -</b>	<b>\$ 6,750</b>
<b>0.0: Project Startup</b>									
0.1 -Request for Background Information	4					4	\$ 900	\$ -	\$ 900
0.2 -Project Kickoff Meeting	6	2		2		10	\$ 2,010	\$ -	\$ 2,010
0.3 -Site Walk Preparation	2	24	4	28		58	\$ 9,690	\$ -	\$ 9,690
<b>SUBTOTAL</b>	<b>12</b>	<b>26</b>	<b>4</b>	<b>30</b>	<b>0</b>	<b>72</b>	<b>\$ 12,600</b>	<b>\$ -</b>	<b>\$ 12,600</b>
<b>1.0: Evaluation</b>									
1.1 -Site and Facility Walks	8	50	47	47		152	\$ 26,310	\$ -	\$ 26,310
1.2 -Stakeholder Interviews	16	4	4			24	\$ 5,040	\$ -	\$ 5,040
1.3 -Document Review	8					8	\$ 1,800	\$ -	\$ 1,800
1.4 -Research					68	68	\$ 10,200	\$ -	\$ 10,200
<b>SUBTOTAL</b>	<b>32</b>	<b>54</b>	<b>51</b>	<b>47</b>	<b>68</b>	<b>252</b>	<b>\$ 43,350</b>	<b>\$ -</b>	<b>\$ 43,350</b>
<b>2.0 Operational Considerations</b>									
2.1 -Findings with ID of Locations Requiring Construction of Physical Deterrents	20	68	38	48		174	\$ 30,780	\$ -	\$ 30,780
2.2 -Findings Meeting	4	2	2	2		10	\$ 1,920	\$ -	\$ 1,920
<b>SUBTOTAL</b>	<b>24</b>	<b>70</b>	<b>40</b>	<b>50</b>	<b>0</b>	<b>184</b>	<b>\$ 32,700</b>	<b>\$ -</b>	<b>\$ 32,700</b>
<b>3.0 Final Report</b>									
3.1 -Risk Assessment	24	8	4	8		44	\$ 8,760	\$ -	\$ 8,760
3.2 -Recommendations	8	24	16	34		82	\$ 14,100	\$ -	\$ 14,100
3.3 -Short and Long-term Costs	4	24				28	\$ 5,220	\$ 10,000	\$ 15,220
3.4 -Risk Assessment Workshop	8	4		4		16	\$ 3,120	\$ -	\$ 3,120
3.5 -Implementation Plan	16	8		8		32	\$ 6,240	\$ -	\$ 6,240
3.6 -Security Schematic Design	16	20				36	\$ 7,200	\$ -	\$ 7,200
3.7 -New Technology and Information (TIS) Analysis		20				20	\$ 3,600	\$ -	\$ 3,600
3.8 -Security Assessment Draft Report	80	24		54		158	\$ 30,420	\$ -	\$ 30,420
3.9 -Security Assessment Draft Report Meeting	8	4				12	\$ 2,520	\$ -	\$ 2,520
3.10 -Security Assessment Final Report	16	8				24	\$ 5,040	\$ -	\$ 5,040
<b>SUBTOTAL</b>	<b>180</b>	<b>144</b>	<b>20</b>	<b>108</b>	<b>0</b>	<b>452</b>	<b>\$ 86,220</b>	<b>\$ 10,000</b>	<b>\$ 96,220</b>
<b>LABOR TOTAL</b>	<b>278</b>	<b>294</b>	<b>115</b>	<b>235</b>	<b>68</b>	<b>990</b>	<b>\$ 181,620</b>	<b>\$ 10,000</b>	<b>\$ 191,620</b>
<b>Other Direct Expense Detail</b>									
Printing	\$ 1,000								\$ 1,000
Car Rental/Transit/Ride Share	\$ 100	\$ 370	\$ 330	\$ 322					\$ 1,122
Flight	\$ 400	\$ 400	\$ 500	\$ 400					\$ 1,700
Lodging	\$ 400	\$ 1,000	\$ 1,000	\$ 1,000					\$ 3,400
Per Diem	\$ 100	\$ 250	\$ 250	\$ 250					\$ 850
									\$ -
<b>EXPENSES TOTAL</b>	<b>\$ 2,000</b>	<b>\$ 2,020</b>	<b>\$ 2,080</b>	<b>\$ 1,972</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,072</b>
<b>LABOR + EXPENSES TOTAL</b>	<b>\$ 64,550</b>	<b>\$ 54,940</b>	<b>\$ 22,780</b>	<b>\$ 37,222</b>	<b>\$ 10,200</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ 199,692</b>



Memorandum

Date: 2/27/2024

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

File No. CM 24-075

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	David Tucheck	Deputy Director
Public Works	Chris Stenger	Deputy Director
Public Works	Ernest Fix	Operations Manager

**TITLE:**

Tree Health Assessment and Mitigation Project Update

**OVERVIEW STATEMENT:**

Council will receive an update on the recently completed Tree Health Risk Assessment and Mitigation Project, in preparation for the upcoming 3/12/2024 Study Session. On 7/18/2023, Council approved a consultant agreement with Urban Forestry Services - Bartlett Consulting, to perform a comprehensive health and risk assessment of trees located on City owned properties.

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

Receive Information

Provide Direction

Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
2023/24 City of Redmond Adopted Budget.
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

The consultant conducted a health and risk assessment of high priority trees located on City owned parcels and rights-of-way. Hazardous trees were risk rated and mapped. A mitigation plan was developed to reduce or eliminate the identified tree risk hazards.

Project Highlights:

- Approximately 18,455 trees received a Level 1 Visual Assessment
- 285 trees received a Level 2 Basic Risk Assessment
- 211 trees were identified as needing mitigation work (pruning, removal, or wildlife snagging)

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Outreach occurred prior to tree inspection field work
- **Outreach Methods and Results:**  
City of Redmond website and social media
- **Feedback Summary:**  
No feedback occurred following public outreach

**BUDGET IMPACT:**

**Total Cost:**

\$275,000

Approved in current biennial budget:  Yes  No  N/A

**Budget Offer Number:**

0000146-Service Enhancement

**Budget Priority:**

Healthy and Sustainable

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

*If yes, explain:*

N/A

**Funding source(s):**

General Fund Surplus

**Budget/Funding Constraints:**

N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
6/27/2023	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction
7/18/2023	Business Meeting	Approve

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
3/12/2024	Study Session	Receive Information

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Tree Health Risk Assessment and Mitigation Project Report (will be attached for Study Session 3/12)

Attachment B: Tree Health Risk Assessment and Mitigation Project Presentation (will be attached for Study Session 3/12)



Memorandum

Date: 2/27/2024

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

File No. CM 24-073

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	Nicole McDonald	Marketing and Events Supervisor
Parks	Zach Houvener	Deputy Director

**TITLE:**

Redmond Lights Event Recap 2023

**OVERVIEW STATEMENT:**

Redmond Lights is a winter celebration of light and art. This year’s event featured temporary public art and light displays installed in Downtown Park from December 1 to January 3 and a kick-off celebration that included live entertainment, a luminary trail, family light promenade, and other activities.

Event Elements:

- Temporary public art throughout Downtown Park
- Light installations throughout Downtown Park
- Live entertainment on the Buoyant Pavilion, the Moving Arts Center, along the Redmond Central Connector, and at Redmond Town Center
- Family Light Promenade
- Fashion Light Show
- Luminary Trail
- Craft and recreation activities
- Community/cultural booths and performances
- Activity booths
- Food trucks
- Kids Coloring Contest
- Business Window Decorating Contest

Sponsors & Partners:

- Key partnerships: Redmond Town Center and Redmond Library
- Sponsors: Microsoft, Amazon, Redmond Town Center, BECU, Bright Horizons, Comcast, SJA Real Estate

Businesses & Community Group Involvement Opportunities:

- Window Decorating Contest

- Host activity during kick-off event
- Food Trucks and Booths
- Sponsorships
- Performances

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

- Receive Information                       Provide Direction                       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
PARCC Plan, Cost of Service Methodology
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

The following outcomes were achieved:

- 10 temporary art installations at Downtown Park and 4 video art projections on Buoyant Pavilion
- 12 live performances during the Kick-Off Event
- 48 community booths
- 350+ participants in the Family Light Promenade
- 74 volunteers at Friday Night Celebrations
- 7 Sponsors
- 11 local business entrees into the Business Window Decorating Contest
- 20,000+ visits to [www.redmond.gov/RedmondLights](http://www.redmond.gov/RedmondLights)
- 10,000+ approximate Kick-Off Event attendees

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Outreach to local businesses and community - Aug. 2023 to Nov. 2023  
Outreach for attendees - began late Oct. 2023
- **Outreach Methods and Results:**  
In-person visits to all businesses, organizations, and apartment complexes adjacent to Downtown Park  
Email outreach to all businesses, organizations, and apartment complexes adjacent to Downtown Park



- Email outreach to Redmond faith and culture groups
- Dedicated website
- Social media campaigns
- Email newsletters
- Posters and banners
- News release
- Kickoff Video
- Utility Bill Inserts
- Mailed postcards to affected area organizations and apartment complexes
- Ads in local publications

• **Feedback Summary:**

Feedback from the community survey, customer service channels, and social media reflects support for the lighting and art installations in Downtown Park, with a particular interest and support for the Family Light Promenade and the return of the Luminary Trail. There is a continued desire to see the event return to municipal campus once construction is complete.

**BUDGET IMPACT:**

**Total Cost:**

\$105,690.52

**Approved in current biennial budget:**

Yes       No       N/A

**Budget Offer Number:**

0000036 - Arts & Community Events

**Budget Priority:**

Vibrant & Connected

**Other budget impacts or additional costs:**

Yes       No       N/A

**If yes, explain:**

N/A

**Funding source(s):**

- Arts Activity Fund (011)
  - LTAC Grant - \$20,000
  - 4Culture Grant - \$5,000
- Events Activity Fund (013)
  - Staffing costs
  - 4Culture Grant - \$1,400
  - Sponsorships - \$64,500
  - Event Fees - \$6,020
  - LTAC Grant - \$50,000

**Budget/Funding Constraints:**

N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Redmond Lights Recap 2023

# Special Events Recap

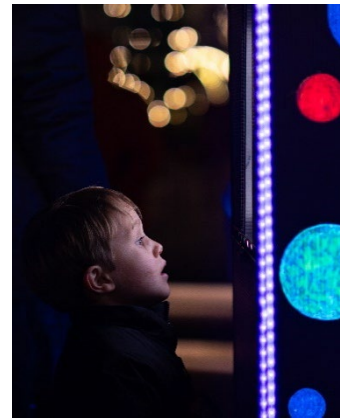
February 27, 2024

Nicole McDonald, Marketing and Events Supervisor

Brittany Pratt, Recreation Business Manager

## Redmond Lights by the Numbers

Volunteers	74
Food, Community & Craft Booths	48
Light Fashion Show Entrees	28
Family Light Promenade Participants	350+
Live Music Performances	12
Website Visits	20K+
Sponsorships	\$64K+
Booth & Vendor Revenue	\$6K
Total Revenue	\$121K
Total Event Attendees	10K+



## Programming

- Transitioned back to one-night-only Kick-Off Event
- Brought back the Luminary Trail
- Redmond Town Center Partnership
  - Activities/Community Booths Footprint
- Redmond Library Partnership
  - Kid's Light Fashion Show
- Return of Family Light Promenade

## Looking forward

Kick-Off Event Dec. 7, 2024 4 – 8 p.m.

Light and Art Installations Dec. 7, 2024 – Jan. 7, 2025





Memorandum

Date: 2/27/2024

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

File No. CM 24-071

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2107
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DEPARTMENT STAFF:

Parks	Dave Tucheck	Deputy Director
Parks	Cameron Zapata	Senior Planner
Parks	Darcey Rayner-Shepard	Park Operations Supervisor
Parks	Meg Angevine	Park Operations Supervisor
Parks	Caroline Chapman	Parks Planning Manager

TITLE:

2024 Plan of Demonstration Dog Park & Community Garden Expansion

OVERVIEW STATEMENT:

Staff is working to build on the success of the Demonstration Dog Park at Luke McRedmond Park and the expansion of community garden plots at Juel Park in 2023.

Based on community feedback collected during the Spring and Summer of 2023; an off-leash dog area will return to Luke McRedmond Park and a second pop-up off leash area will be developed at Hartman Park (if feasible). The expansion to Hartman will help assess potential demand and sites outside of the downtown core. These spaces will be open from April to October.

Staff is also evaluating two spaces in the downtown (Edge Skate Park and along the RCC Trail) that could accommodate community garden space, with a goal of opening in Q2 or Q3 of 2024.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
Adopted PARCC Plan identifies an off-leash area in the downtown as a near term project, with a permanent facility planned for the mid-term. The PARCC Plan also identifies additional community garden space as a priority

amenity within the park system.

2023/2024 Budget includes \$102,000 for the implementation of a Demonstration Dog Park and \$77,500 for expanded community gardens.

- **Required:**

N/A

- **Council Request:**

Council Retreat Action Items

- **Other Key Facts:**

The 2023 off-leash dog area was supported by 82% of questionnaire respondents.

**OUTCOMES:**

**Development of Two Demonstration Dog Parks**

The area is expected to be operational for approximately 6 months before being decommissioned and evaluated. The off-leash area will follow park rules and hours of operation, will provide educational information for the community about the demonstration project, and be included in the Maintenance and Operations staff workplan for its development and operations.

**Expansion of Community Gardens in Urban Core**

Park operations staff will work to plan, build, and open additional community garden plots in Q2 or Q3 2024. The downtown urban core is being prioritized for locating additional garden plots.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

Spring 2024: Community outreach via city channels and on-site signage.

- **Outreach Methods and Results:**

Planned for duration of operations: Staff will utilize the city's customer relationship management software, QAlert, to track and evaluate feedback on the off-leash area from community members.

Online questionnaire will be open throughout the run of the off-leash area to gather more robust feedback on considerations and concerns regarding the area.

- **Feedback Summary:**

Both projects will have a communication plan to inform the community about the new facilities and provide ways to give feedback.

**BUDGET IMPACT:**

**Total Cost:**

\$102,000 is budgeted for the implementation, operations, and evaluation of a Demonstration Dog Park in the 2023/24 budget. To date, approximately \$35,000 or 34% of the budget has been spent.

\$77,500 was budgeted for the implementation and operations of expanded community gardens in the 2023/24 budget.

Date: 2/27/2024

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

File No. CM 24-071

Type: Committee Memo

To date, approximately \$42,000 or 54% of the budget has been spent.

Approved in current biennial budget:  Yes  No  N/A

Budget Offer Number:

0000115

Budget Priority:

Healthy & Sustainable

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Implementation is needed by 2024 to utilize the budget that was allocated for these projects.

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

- A. Dog Park and Community Gardens Info Sheet
- B. Off-Leash Dog Area Questionnaire Results

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**Date:** 2/27/2024

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

**File No.** CM 24-071

**Type:** Committee Memo

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# Demonstration Dog Park


## Performance:


- Operational between April and September 30, 2023.
- Maintenance & Operations staffing needs average 8 hours/week.
- Facility support includes line trimming, hole filling, fence repairs, trash/dog waste disposal, etc.

## Community Feedback:

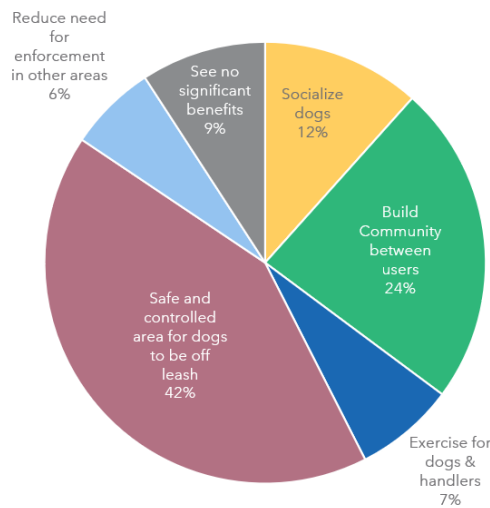
- Let's Connect Questionnaire during and after the demonstration period.
- 327 respondents, 262 dog owners.
- 174 from the "millennial" generation.
- 161 live in Downtown neighborhood.

 82% support or strongly support the off-leash dog park

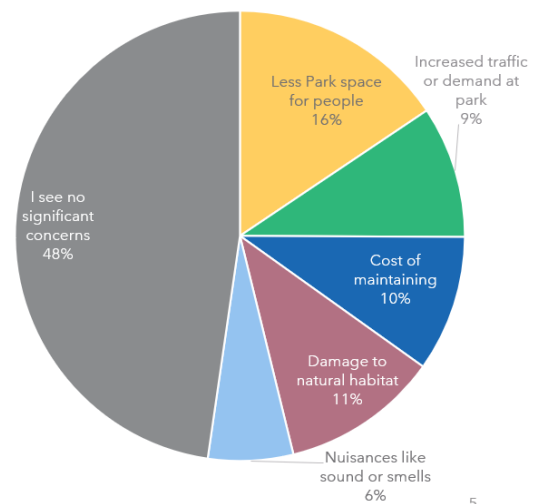
 49% of users do not have access to backyard

 75% of users visited at least weekly (25% used daily)

What do you think would be the most significant **positive impact** of more off-leash dog areas?



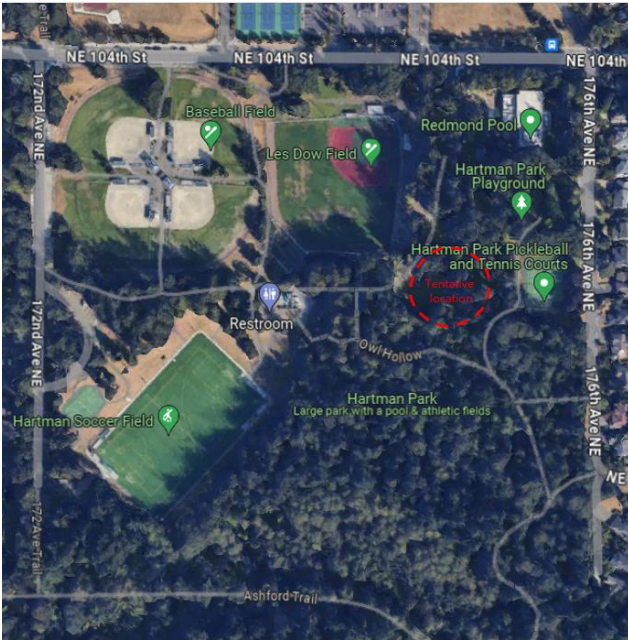
What do you think would be the most significant **negative impact** of more off-leash dog areas?



## Budget

- \$102,000 budgeted for the biennium.
- 34% of budget spent to date.
- Significant cost savings from re-purposing surplus fencing.





**Next Steps:**

- Construct two off-leash, demonstration dog parks in 2024 at Luke McRedmond Park and Hartman Park.
- Run from April thru September.
- Permanent dog park proposed in the CIP, location TBD.

# Community Gardens

## Performance:

- 10 new plots and community tool shed were opened to the public in the beginning of April 2023
- All plots were fully reserved.
- Maintenance & Operations staff built beds, pathway improvements, irrigation, and fencing.
- Project included addition of 4 raised, ADA accessible plots.
- There are limited ongoing staffing or maintenance needs for gardens.

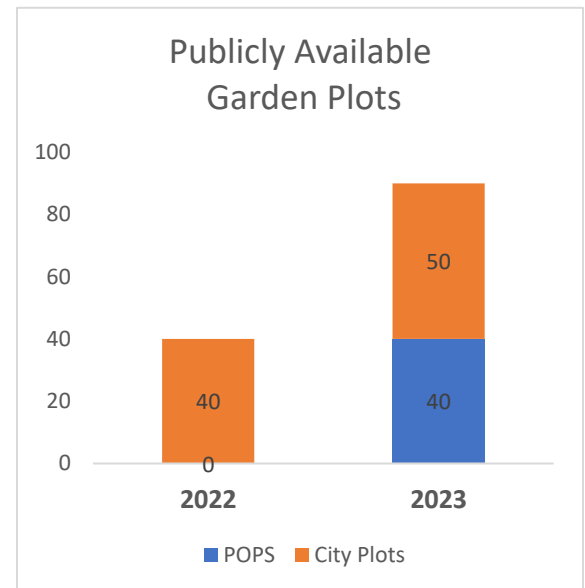


## Budget:

- 77,500 budgeted for the biennium.
- 54% of budget spent to date on staffing, materials & outreach.

## Next Steps:

- Prioritize expansion in urban centers and locations with multimodal accessibility in Q2 and Q3 of 2024.
- There are limited options with sun exposure, irrigation, and enough space in Downtown core.



# Pop-up Dog Park Questionnaire

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## **SURVEY RESPONSE REPORT**

05 July 2019 - 04 February 2024

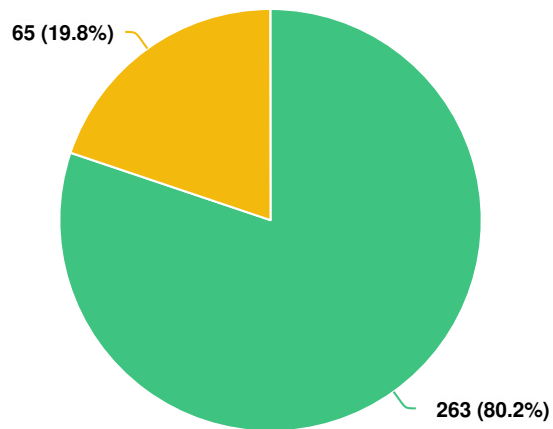
### **PROJECT NAME:**

Pop-up Dog Park at Luke McRedmond Landing



SURVEY QUESTIONS

**Q1** Are you a dog owner?

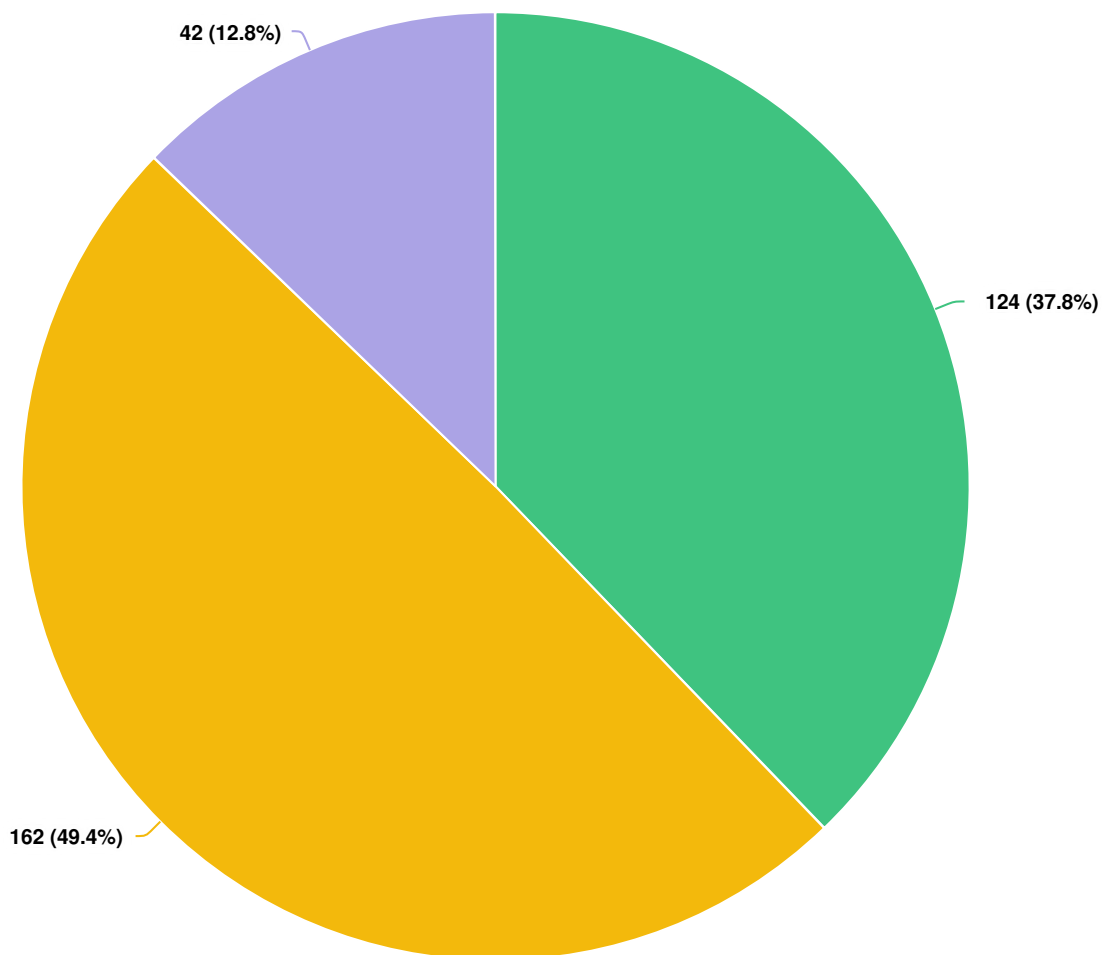


**Question options**

- Yes
- No

*Mandatory Question (328 response(s))*  
*Question type: Dropdown Question*

**Q2 | Do you have access to a backyard or other area you dog can go off-leash?**

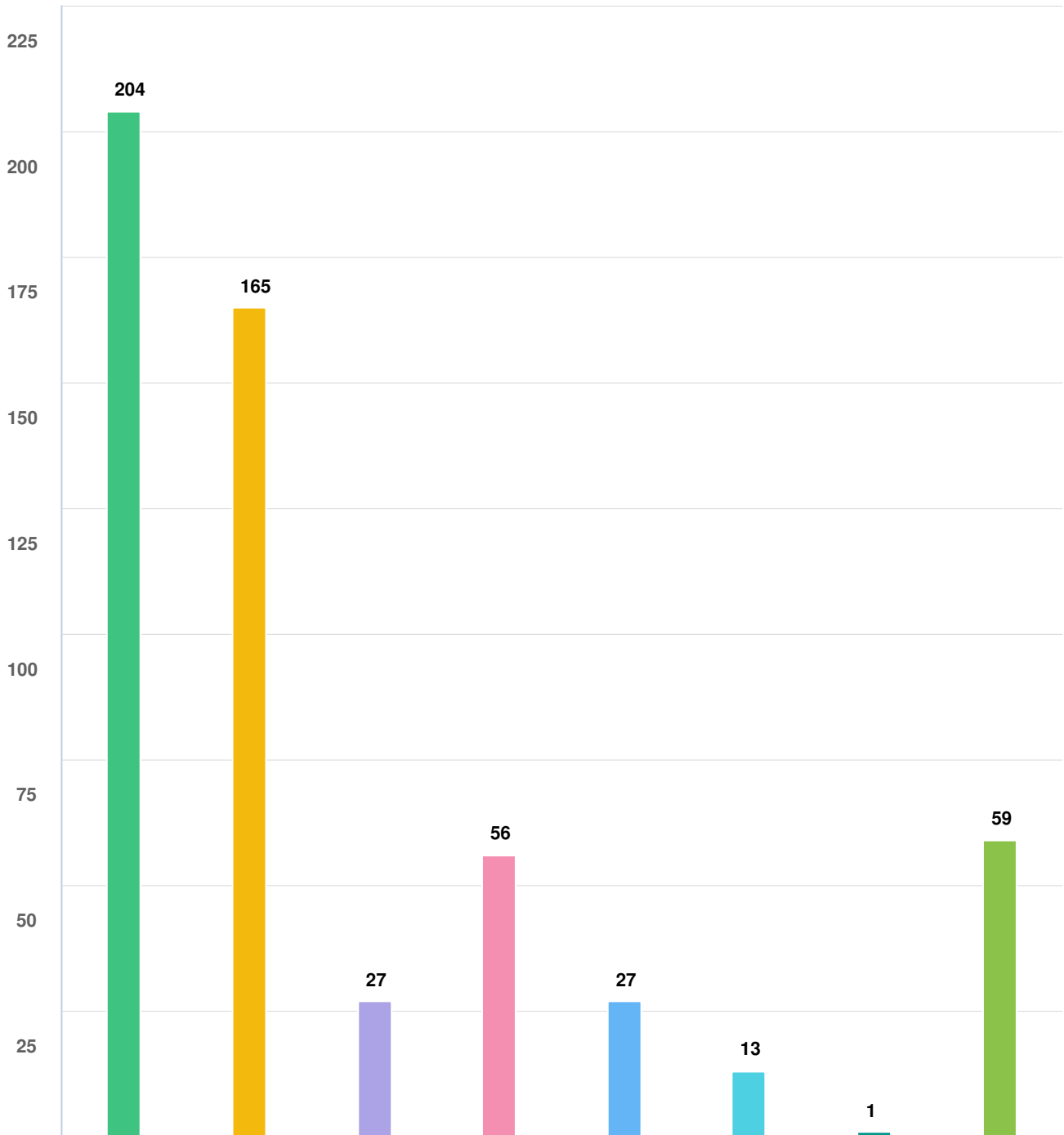


**Question options**

- Yes
- No
- Not Applicable

Mandatory Question (328 response(s))  
Question type: Dropdown Question

**Q3** What best describes how your dog gets exercise? (choose up to 2)

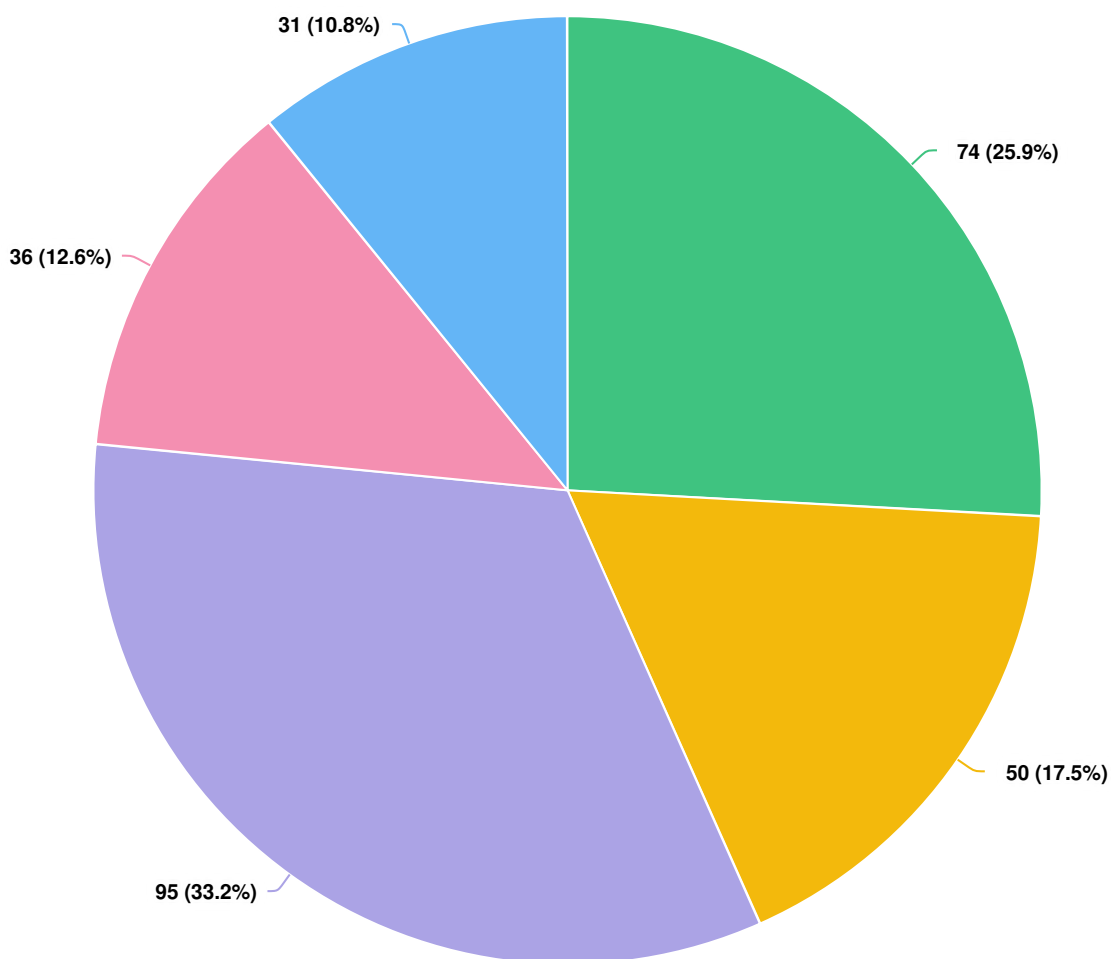


**Question options**

- Walk/run/jog in my neighborhood
 ● Visit designated dog parks
● Go to areas not designated as off-leash areas
- Keep dog leashed in parks
 ● Backyard
● Dog Daycare
● I don't actively exercise dog
- Not Applicable, I don't own a dog

Mandatory Question (328 response(s))  
 Question type: Checkbox Question

**Q4** How often do you use the pop-up dog park at Luke McRedmond Park?



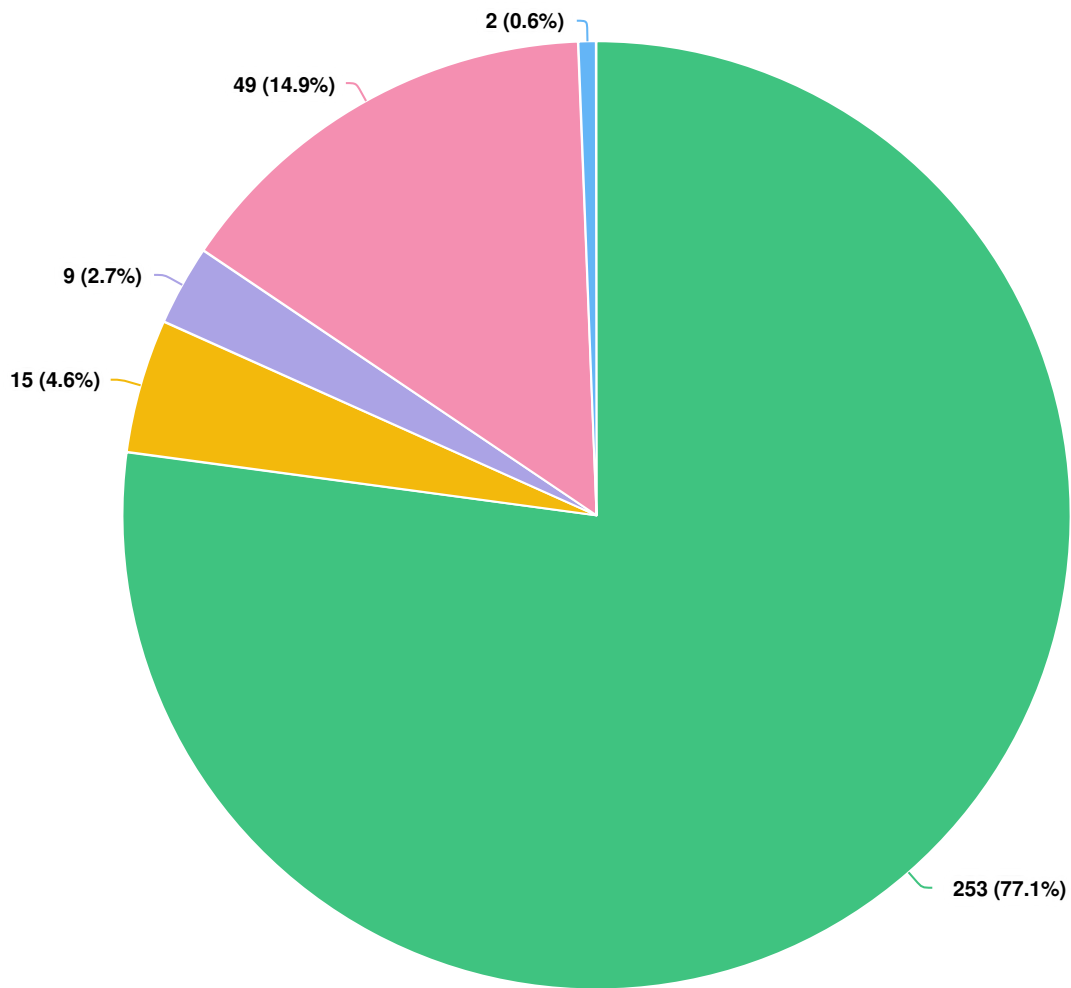
**Question options**

- Daily
- Once a week
- A few times a week
- Once a month
- A few times per year

Optional question (286 response(s), 42 skipped)  
Question type: Dropdown Question



**Q5** How supportive are you of this pop-up dog park?

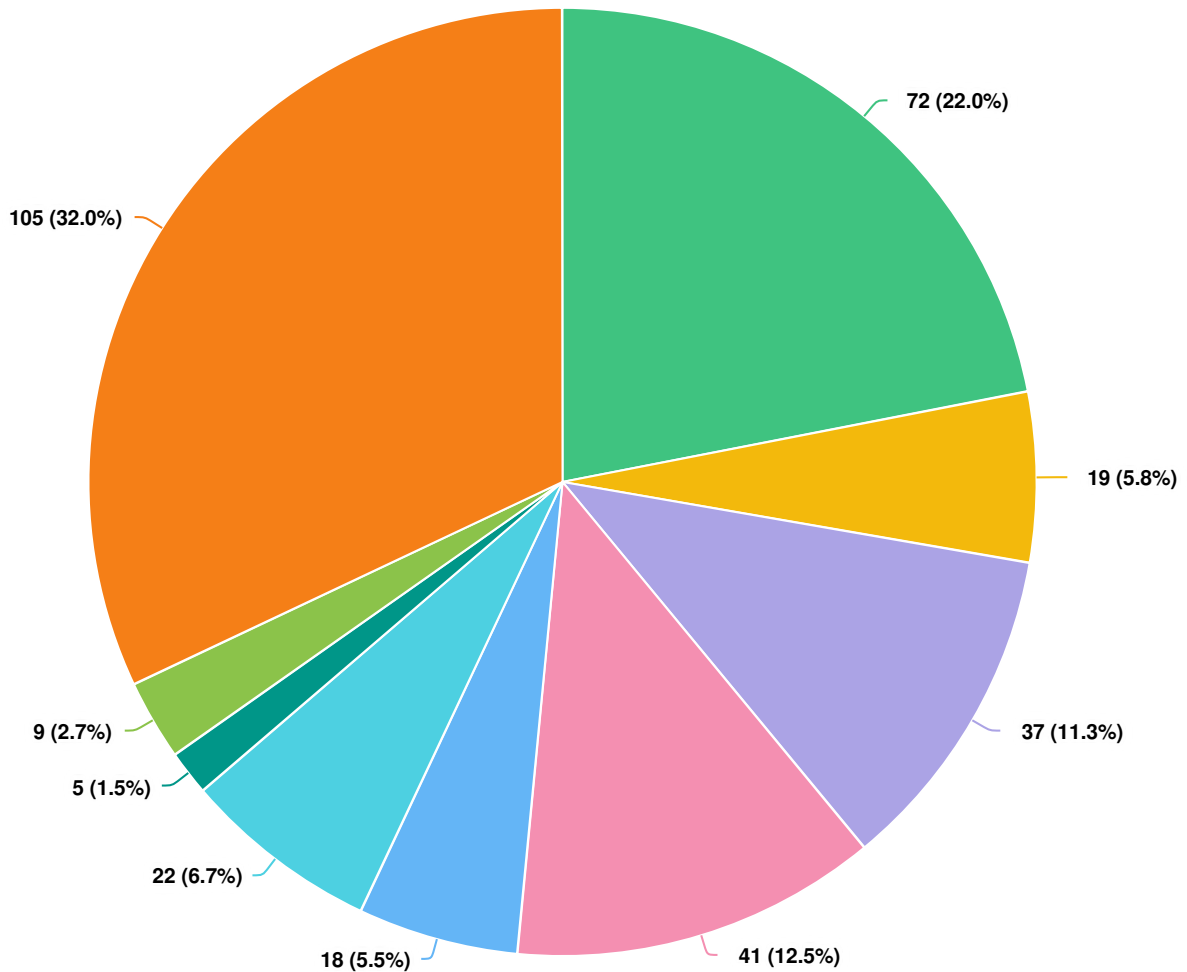


**Question options**

- Strongly support
- Somewhat support
- Somewhat oppose
- Strongly oppose
- Not sure

Mandatory Question (328 response(s))  
Question type: Dropdown Question

**Q6** | Where in Redmond would you want to see a permanent dog park or other pop-up dog park?

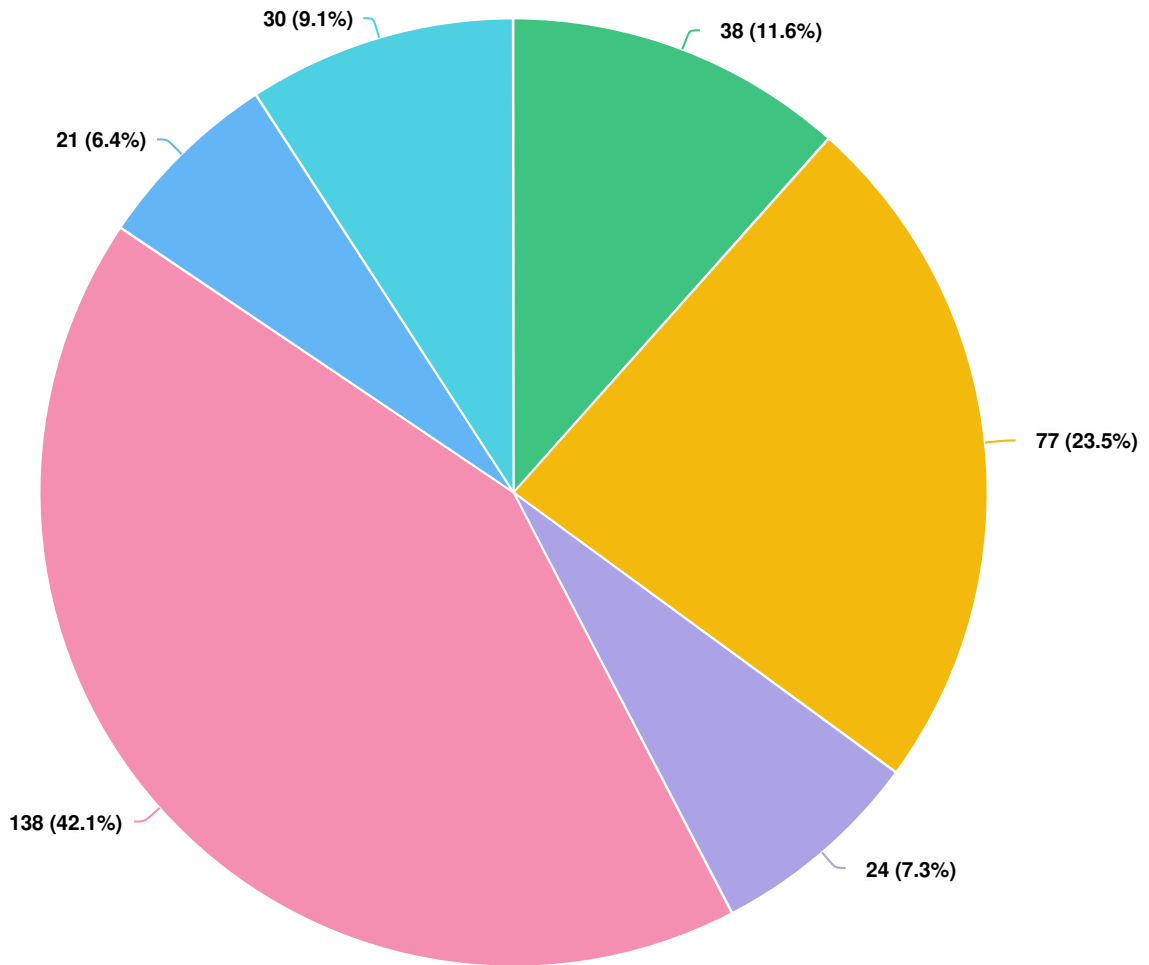


**Question options**

- Anderson Park
 ● Cascade View Park
● Farrel-McWhirter Park
● Hartman Park
● Nike Park
- Perrigo Park
 ● Smith Woods Park
● Spiritbrook Park
● Other (please specify)

Mandatory Question (328 response(s))  
 Question type: Dropdown Question

**Q7 | What do you think would be the most significant positive impact of more off-leash dog areas?**

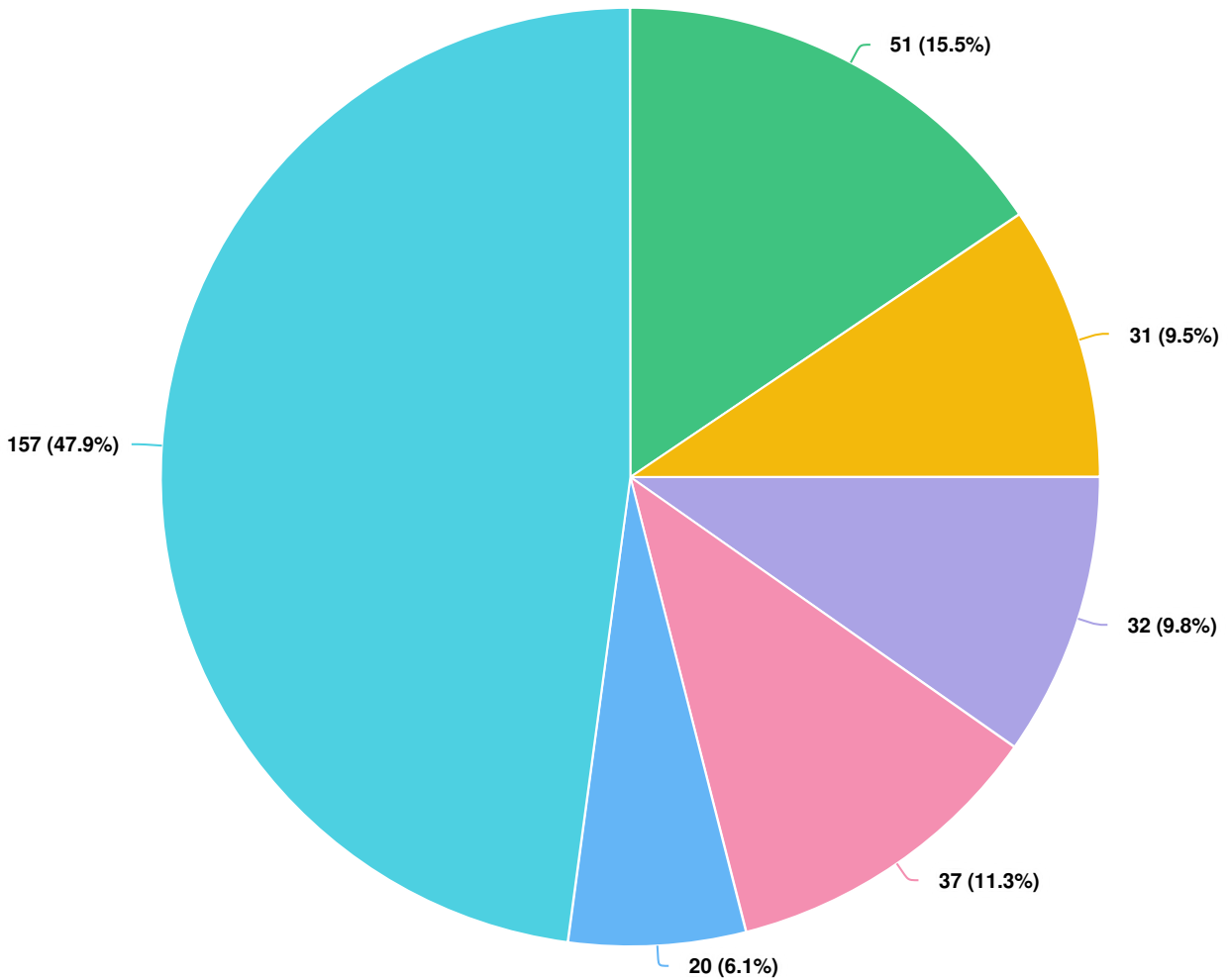


**Question options**

- Socialize dogs
- Build community between users
- Exercise for dogs and their handlers
- Safe and controlled area for dogs to be off-leash
- May reduce the need for enforcement in other areas
- I see no significant benefits

Mandatory Question (328 response(s))  
Question type: Dropdown Question

**Q8 | What do you think would be the most significant negative impact of more off-leash dog areas?**

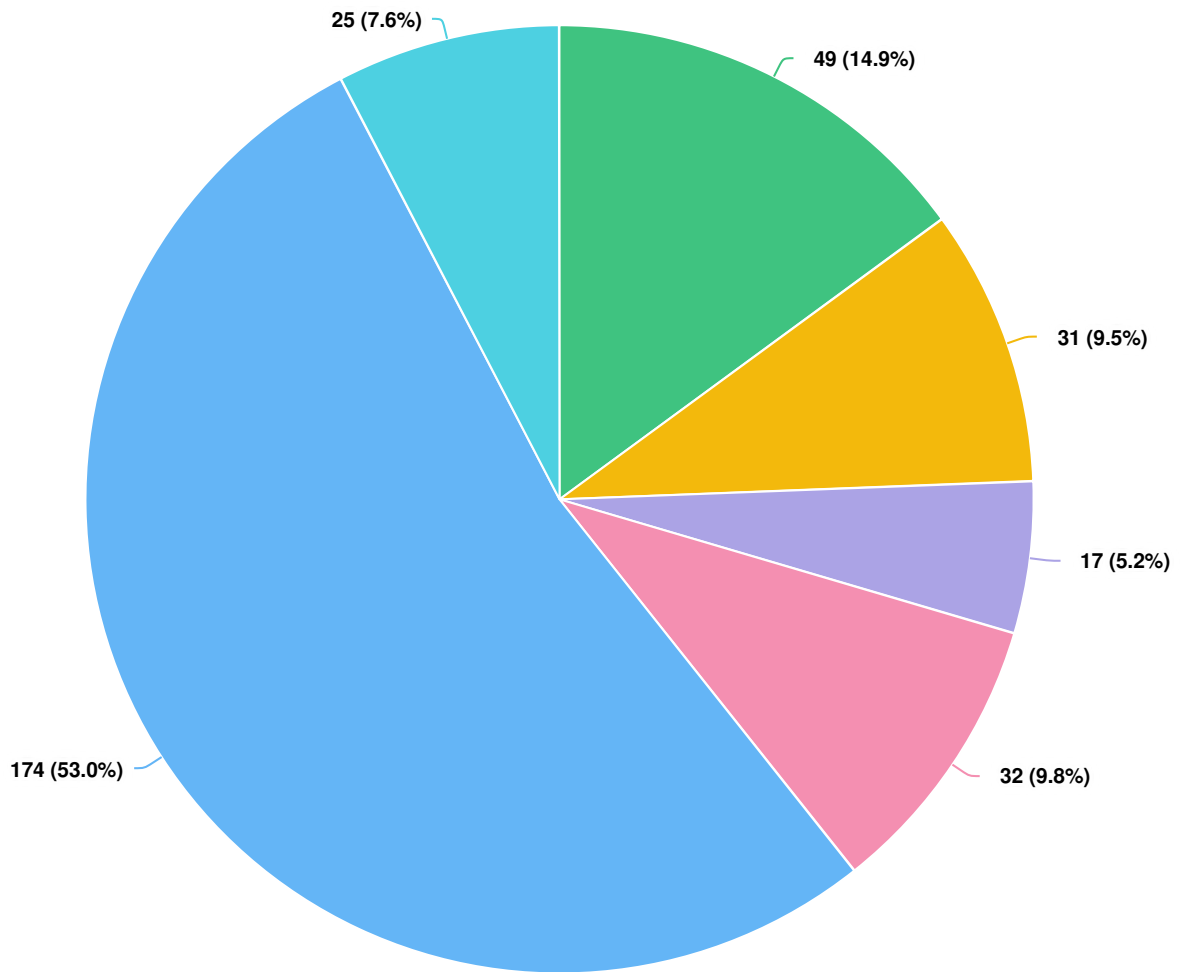


**Question options**

- Less park space for people
- Increased traffic or demand at park
- Cost of maintaining
- Damage to the natural habitat
- Nuisances like sound or smells
- I see no significant concerns

Mandatory Question (328 response(s))  
Question type: Dropdown Question

**Q9** What is your greatest concern about having an off-leash dog park in Redmond?

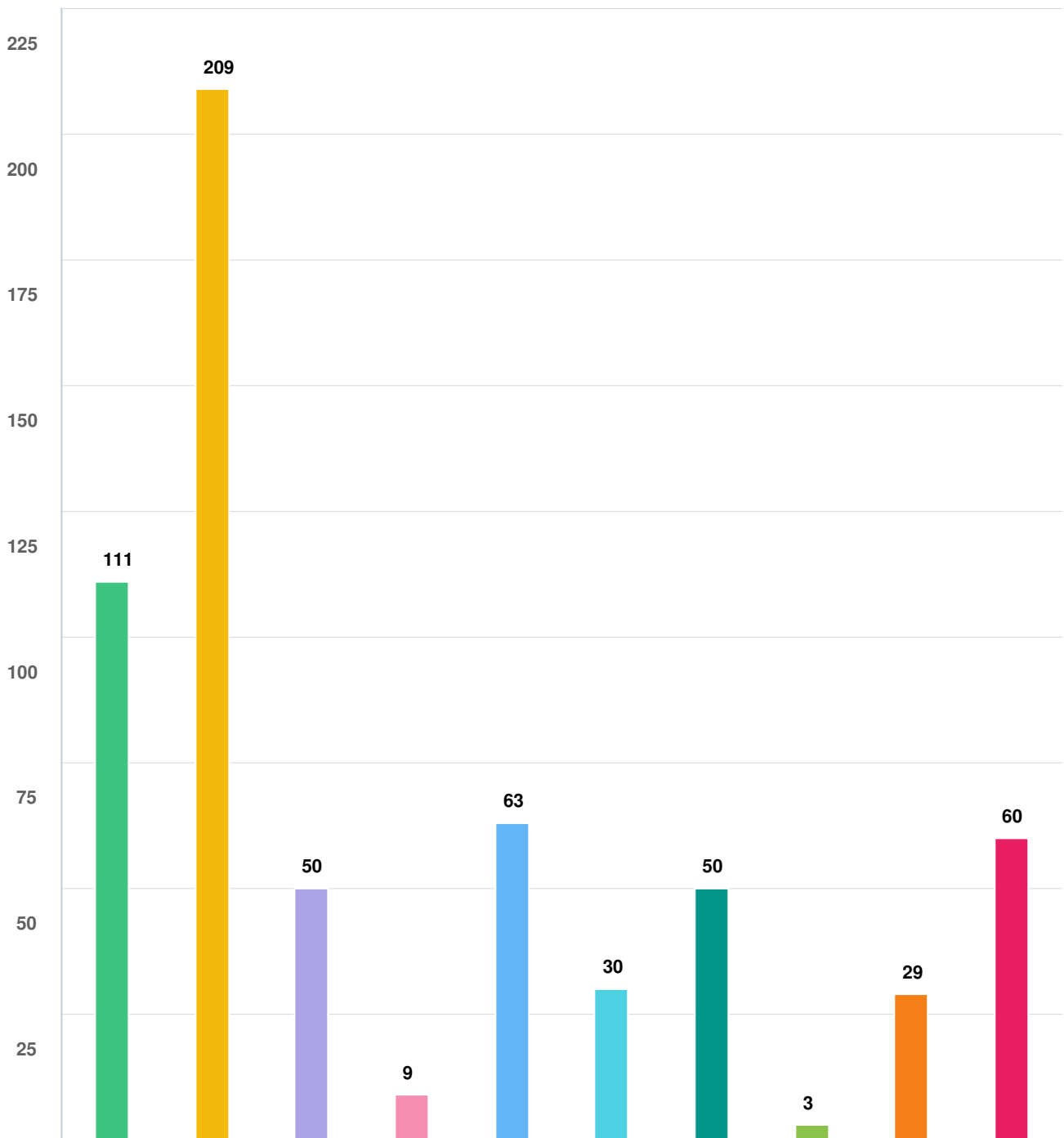


**Question options**

- Excess dog waste
- Animal vaccinations/ illness
- Noise
- Safety
- No Concern
- Other (please specify)

Mandatory Question (328 response(s))  
Question type: Dropdown Question

**Q10** What amenities do you think are most important for an off-leash area? (Choose up to 2)



**Question options**

- Separate areas for small and large dogs
 ● Fenced area
● Grass surface
● Gravel or wood chip surface
- Shade
 ● Parking
● Drinking water source
● ADA accessibility
● Seating for people
- Etiquette & rules, information for users

Mandatory Question (328 response(s))  
 Question type: Checkbox Question

**Q11 | Please provide any other comments you have on the off-leash dog area.**

- KM**  
4/08/2023 08:17 AM  
THANK YOU! Downtown desperately needed a dog park that was accessible and small, especially with the minimal outdoor space people in apartments have.
- Kishmish**  
4/08/2023 09:54 AM  
There should be a big park for small dogs in Redmond.
- Me**  
4/08/2023 02:39 PM  
It's a very small park, all grass. Very little parking. Very close to many apartments. I'm concerned about crowding, noise, damage to the lawn, people using our parking, and loss of the area where I play with my grandkids. Q4
- G**  
4/12/2023 07:16 PM  
Fences are a real eye sore. It takes away from a space where kids can play. Specialized dog park is not need since people already let their dogs play their with no issue.
- rmandres**  
4/14/2023 02:57 PM  
Great idea
- Brian**  
4/16/2023 10:00 PM  
We are very excited for a local dog park in the area! Redmond is a very dog friendly area. Marymor is nice but a bit overwhelming for our dog. It will be nice to see something local in downtown and hope it becomes permanent!:)
- Juliana bortolato de Oliveira**  
4/19/2023 04:08 PM  
Was waiting for long time for something like this nearby
- yourparkisugly**  
4/21/2023 10:15 AM  
Remove the park at Luke McRedmond Park. Huge eye sore.
- Marina**  
4/21/2023 04:56 PM  
So thrilled for this pop-up dog park.
- Paigep**  
4/21/2023 05:21 PM  
Please add trash cans!
- Millsdanielle**  
Love that this is an easily accessible, walkable alternative to

4/22/2023 11:08 AM

Marymoor for quick trips! Nice to have in addition to just leashed walks around the neighborhood!

TheDogRunner

4/22/2023 11:42 AM

Both my and my girlfriend are incredibly impressed with the pop up dog park in the first few days. We needed a Marymoor alternative due to irresponsible owners and a high bite risk. Consider a popup dog agility course, low cost and very exciting to watch!

Hotdogg

4/22/2023 04:33 PM

If shy or quiet bigger dogs are allowed in the small dog area, then the current signage doesn't say that. It should be clear in case there's big shy dogs :)

elbowroom

4/22/2023 06:28 PM

Thank you so much for this! It's been amazing. We go multiple times a day and while I love Marymoor, I like the size of this pop up bc she can run in circles without me losing sight of her. Also it's completely fenced in. It's amazing!!!! TY!

parkregular

4/22/2023 07:55 PM

Thank you so much! It has already been amazing to have a safe, designated area for my dog to play right in the neighborhood.

Tamar

4/23/2023 10:48 AM

LOVE the initiative

Chris

4/23/2023 11:44 AM

This specific dog park at Luke McRedmond takes up over half the parks usable space which makes it nearly unusable for anyone else in the community. It is also quite the eye sore with chain link fences and generates lots of noise for the nearby residents.

C

4/23/2023 01:09 PM

Make the dog park permanent please :) thank you we love it!

Melissa

4/23/2023 01:24 PM

Great idea and great site! Walkable and fenced is some thing that Marymoor doesn't provide and is much appreciated! Would love this location for a permanent park.

Henry

4/23/2023 01:29 PM

We have been twice since it opened. The location is great for downtown dwellers but also provides the opportunity to walk to juice, coffee or a snack after playing at the dog park or walk by the river.



MKashman

4/23/2023 01:33 PM

Shared spaces are great and easy to respect - there is room for all, especially at underused parks.

maya

4/23/2023 02:27 PM

the luke redmond park is not a reasonable park for dogs. this should remain for people or leashed dogs. the fence has got to go. thank you

Jarrett

4/23/2023 03:55 PM

We love the dog park! Please keep it or make more permanent fenced dog parks.

Kc

4/23/2023 07:41 PM

HUGE EYE SORE. NOT ENOUGH SPACE FOR DOGS OR PEOPLE. PLEASE TAKE DOWN IMMEDIATELY. ITS AN EMBARRASSMENT.

Anonymous

4/24/2023 10:40 AM

All small parks in Red. should have off leash parks. To use the new Luke McRed. park myself and many others would have to drive and try to find parking which is a big issue in downtown. Being able to walk to a dog park is more env friendly and healthier

FNU

4/24/2023 11:39 AM

poor communication on the dates of the park.

Stein Lori

4/24/2023 04:23 PM

I love this pop up dog park! I've been twice since Friday.

Mvivs

4/24/2023 07:17 PM

Having safe off leash areas for dogs (other than MaryMoor) is imperative for both pet and paw-rent sanity

Grubby

4/24/2023 07:31 PM

Awesome. great use of area that seemed to see little use.

Diane

4/25/2023 07:13 AM

Thank you so much for working on adding more dog parks to downtown Redmond. We are loving the popup park! What a wonderful addition for our furry friends and it also builds community. It makes living in downtown Redmond so much more accessible.

aumboi

4/25/2023 07:18 AM

meadow park or 60 acres would be a good poc

CliffD

There needs to be multiple entrances/exits at the current park for

4/25/2023 10:48 AM

safety. there's bound to be some scuffles between dogs. So, having multiple entrances/exits on either end allow for owners to quickly remove themselves and their overwhelmed pup/s

thousand101

Dislike

4/25/2023 11:32 AM

RK

Off Leash parks all through small parks in the city is a great addition to our community and it will help keep dogs out of playgrounds areas and away from people who would prefer not to deal with dogs!

4/25/2023 10:08 PM

Keli D

We love it and look forward to other downtown pop-ups and hopefully a permanent one eventually. Thank you!!

4/25/2023 10:45 PM

jbruening

the dog park should be earlier close to the central connector, and easily accessible via trail. Anderson Park is an okay alternative to Dudley Carter. all the other options are too far to support walking to the park for many people

4/26/2023 11:14 AM

Judy

I can't believe the city will spend \$ on a dog park when we have Marymoor. But won't fund life guards at Idylwood!

4/26/2023 11:15 AM

SD

Luke Mc Redmond is beautiful spot with no physical eyesores. The dig park with fences takes away that space from all non dog owners. Dogs already take up a lot of common space especially in condo maintained lawn areas leaving them unusable.

4/26/2023 01:36 PM

m

More dog parks, please!!! Our dog loves going to Marymoor, but having one we could walk to would be great!

4/26/2023 01:58 PM

Kerrynm77@gmail.com

If it's possible, I would like to have pop up dog park as many as possible in Redmond open space park.

4/26/2023 02:06 PM

Elle23

Add baskets with lost objects / reusable for other dogs ( balls etc)

4/26/2023 05:23 PM

DykstraS

This park is to close to the Sammamish Shough waterway. Don't spend my tax dollars on dogs. If dog owner's want an off-leash park have them pay for it. Setup a gig license fee to have them pay for its

4/26/2023 06:54 PM

use.

Helen kassa

4/26/2023 07:41 PM

Trash can and dog waste bags would be great too!

Jason

4/26/2023 07:42 PM

Current pop up area is really great. We used to not take the dog out enough but we do a lot more often now because it's more easily accessible.

Jessica Beckwith

4/27/2023 06:12 AM

Thank you for creating this resource! I have a service animal and his quality of life has deeply improved as he loves to run and socialize with other dogs. It also helps me feel safe, connect with my neighbors and accommodates my disability.

Jna821

4/27/2023 03:48 PM

I absolutely love being able to walk my dog over to the popup dog park when we don't have the time to go to Marymoor. A lot of people already used it as an off-leash area before the park, so this makes it feel safer for everyone involved.

Lu

4/28/2023 10:21 PM

This is a fabulous idea and we need more permanent off leash dog parks not just the pop up kind. Although Marymoore Park has a wonderful off leash area, it is too large for seniors to track down a lost dog. Also the city needs to enforce rules-no pitbull

Jamjam

4/28/2023 11:44 PM

Please add an additional solo dog space so less social dogs can get opportunities for off-leash exercise

nc

4/29/2023 10:47 PM

I love the idea of more dog parks in Redmond. Lately, I've noticed a lot more dog owners. While Marymoore dog park is wonderful, sometimes you just want a small, more secure park for your dog to socialize & for their people to meet their neighbors.

Farouk

4/30/2023 12:54 PM

Please have daily maintenance of the park otherwise big holes will get bigger and make injure someone.

Chris

5/01/2023 11:13 AM

The pop up is amazing! Thank you for thinking of Downtown Dog parents!

I don't know what screen name

I don't like dogs. They have the potential to cause so much harm. I've

you want me to provide. I received this survey via e-mail.  
5/01/2023 12:52 PM

been assaulted by a dog & police/animal control didn't care. I've reported dogs in restaurants and the health department didn't care. This dog craze needs to stop.

Andrea  
5/02/2023 01:31 PM

Thank you! Love this park :)

Ads  
5/02/2023 02:12 PM

A bench and a little shade would be great

Chun Chen  
5/03/2023 09:56 PM

Please make the McRedmond park permanent! The location is perfect and it helps both the dog and people to connect with each other!

Darling  
5/07/2023 02:05 PM

Please reconsider the Redmond dog park. This park feels less usable now for people. I have great concern over less park space for people who need this grass to enjoy the limited summers we have. Dog waste is also a concern.

Leo  
5/08/2023 01:58 PM

There are plenty of local areas where people can exercise their dogs and have them off leash. People make the choice to be a dog owner and should accept that responsibility. People who choose not to own dogs should not lose prime public spaces to dogs.

v  
5/08/2023 03:37 PM

please don't do it in Luke McRedmond Landing; it was such a nice place to be, and now it's not

Denise  
5/08/2023 05:00 PM

I see so many dog owners using non-designated areas as off leash. This puts their dog in danger and also causes extra stress to have dogs running around in non-fenced areas. Please provide a permanent off leash park in downtown. Luke McRedmond is perfect.

Meghann McKee  
5/08/2023 10:52 PM

We love the new pop-up dog park! It's a great alternative to Marymoor.

Izzy  
5/09/2023 08:58 PM

I absolutely love the dog park - as well as the advertising for it around Redmond.

Srini  
5/10/2023 07:26 AM

I would prefer the dog area to be moved to a different location

Andrea M

5/10/2023 01:06 PM

I believe dog park is important to build community, but there are too many empty tables. Is it necessary to have too many tables? In my opinion the table in the middle of the park reduces space. No more tables please

Cathy

5/12/2023 11:05 AM

We love Pop up dog park. It has become so popular since opened. However, we hope the small dog area can be larger. It was much more smaller than the large dog area.

Evan

5/12/2023 07:46 PM

I don't have a dog but I the increased walkability, foot traffic, and going to the pop-up dog park with my friend and their dog.

dchapin99

5/12/2023 08:03 PM

jonwhee

5/13/2023 02:21 PM

Please DO NOT put an off-leash dog area in Hartman Park. We live on Education Hill near Hartman Park and there are many neighbors against an off-leash dog area in Hartman. We say "NO" to the idea of off-leash dog areas in Hartman Park! Thank you!!

Pat

5/15/2023 03:21 PM

This is a great place for dogs. I appreciate the parking being close to the park. Shade would be very nice. The addition of the table and benches is very nice. The water fountain is good. It shows that dog parks can be done on a shoestring.

Sierra Nolan

5/16/2023 07:34 PM

I'd love to see more dog parks in redmond! Dog training resources and community activities could be an added bonus!

Ximena C

5/18/2023 10:53 AM

Love it! If possible, leave ir permanently in the current area. It's really accessible and lightens up the trail!

Rachel

5/24/2023 12:49 PM

Like it but the current one is a bit far for avonde residents

Steve

5/24/2023 05:46 PM

Currently driving to Robinswood for their off leash park. Having one in redmond that is actually fenced in (unlike marymoore) would be fantastic.

bzhong

5/27/2023 07:56 PM

Stop this initiative and don't waste tax payer money to create conflicts.

bzhong

5/27/2023 08:17 PM

Please don't waste tax payers' money to create unnecessary conflicts and tension among residents. Spend money on our safety and control criminals please. We don't want to be the second San Francisco.

Beth Chaney-Torni

5/27/2023 10:40 PM

The space in Luke McRedmond park is really ideal for the dog park since it's right along the Sammamish river trail and easily accessible for Redmond residents. It's preferable to Marymoor because it's fully fenced in and more compact, feels safer

Gohan

5/29/2023 10:02 AM

We love the pop-up dog park at Luke McRedmond Park, and we've visited every week! I really appreciate the separated small & large dog areas, and the ease of accessibility to the walking trail. My only request would be more shady spots for sunny days.

Cike

5/29/2023 04:19 PM

The dog park is a great idea to build a community and get familiar with neighbors as well as socialize and exercise the dogs. I think the positives outweigh the negatives

Remus

5/30/2023 01:59 PM

It looks terrible. It's too big.

LoveDogs!

6/02/2023 10:57 AM

The Luke McRedmond park is great. Nice clean facility. Convenient. Large enough for dog fun. Grassy. My only concern is the limited parking.

Aleksei Kniazev

6/04/2023 02:13 PM

Hi! Shadow is needed here like trees or gazebo. It is very hot In Marymoor and popup park during the summer without any shadow for dogs and their owners.

Redmond

6/10/2023 06:29 PM

The temporary dog park in Luke Redmond is a summer activity zone for kids and families even older age groups. New dog park has created a concern for kids as dog owners not always keep pets leashes while coming out of fence area

ckchapman

6/12/2023 05:50 PM

Say "small or shy dog area" and instead of "large dog area" just "all dogs". I don't have a dog, but am thrilled dog owners have a place they have permission to be off leash instead of in inappropriate

places where there might be conflicts.

Asdf

6/14/2023 09:10 AM

Posted guidance on when your dog might not be temperamentally suited for off leash interactions with other dogs. Nobody thinks their own dog is aggressive or problematic

Linda Dicus

6/17/2023 08:40 AM

Again, I just want to express appreciation for this resource! Like many good dog owners, we enjoy opportunities to safely socialize our pets! This has been such a nice option for those of us who prefer a smaller, fenced area. Thank you.

wycon5@frontier.com

6/17/2023 09:35 AM

Since I am not a dog owner, however, I do like dogs, I do not like using the Luke McRedmond for dog park use as it should be primarily use for trail access instead. Having a dog park here takes away access by decreasing available parking for trail lusers

Debbie

6/21/2023 02:13 PM

Please make the signs for Large Dog and Small Dogs bigger as people with small dogs will enter the big dog area and tell people that their small dog doesn't like the big dogs. Yes, they are ignorant.

John

6/21/2023 03:25 PM

Thanks for doing this! Myself and Bela both appreciate it :)

CMoss

6/23/2023 05:36 AM

Marymoor park - dog area is like Dog Disneyland, the dogs are so happy and it is very separated so non-dog owners can enjoy the park as well. Pop-up dog parks look bad and like a treadmill I guess (boxed in)

Slwjenfiz

6/23/2023 12:41 PM

This is a specific space that has been removed from the public. Although there is a small strip of grass running down beside the fence. No actual activities can be performed I.e. kites, ball play, group activities. This is due to increased interaction .

Gary

6/25/2023 02:51 PM

Shade is important because your pop-up parks are open only in summer. At Luke McRedmond you could provide shade for dog owners by putting a second gate at the southern end where there's a picnic shelter.

Lindsey13

6/26/2023 07:17 AM

A fence is a MUST.

DL

6/26/2023 09:58 AM

We LOVE the pop-up off leash dog park! We go at least once a week and have told neighbors about it. We can walk to Marymoor Park but do not like the off leash dog area as it's not contained nor has an area for small dogs.

seasfchi

6/26/2023 10:50 AM

The pop-up dog areas are very much an eye sore with the chain linked fence in the park. It takes away for the nice aesthetics that parks have to offer which Redmond residents enjoy and pay for.

LeeFalco

6/26/2023 11:31 AM

We really enjoy the park. I dog loves it. He loves other dogs and we get to meet and socialize with other owners. It's a great service for the city, and I think everyone appreciates it.

Eric

6/26/2023 01:21 PM

Luke McRedmond is a perfect location for the park but it'd be great to have some shade!

Anonymous

6/27/2023 02:29 PM

not supportive; people should think about to own a dog in a town/appartement just for their amusement. This is not a fish in a aquarium

anonymous

6/27/2023 02:41 PM

The popup fence looks so ugly

Monicafrank

6/27/2023 03:55 PM

Such a perfect space

JV

6/27/2023 04:18 PM

Please don't take away grass space for humans/families to use. Luke McRedmond park is a prime location where people tend to lay out, relax, picnic and having a dog park there would disturb that. It is too busy of a park to handle space being taken away.

DogMom

6/27/2023 06:23 PM

Love it! We are so thrilled to have a smaller park to go to

Stephanie

6/27/2023 06:34 PM

Please make the popup park permanent! It's better than Marrimor (no fence, too crowded)

Keyes

The city person who designed this didn't have a dog and didn't get



Pop-up Dog Park Questionnaire : Survey Report for 05 July 2019 to 04 February 2024

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6/27/2023 06:59 PM

input from dog owners. It could have easily been extended to include the shaded area. Being out in blazing sun is no dog's preference. YOU NEED SHADE!!!!!!

Sam

None

6/27/2023 09:55 PM

Kg

Love the dog park!

6/27/2023 10:02 PM

Patty

Love the dog park but the small dog area has absolutely no shade.

6/27/2023 10:58 PM

Teann

This park saved me. I had been driving 4xs a week to Sammamish fenced park. Two days after I was in a car accident this appeared. It's within walking distance and I don't know what I what have done w out it. My dog is not ready for Marymoor. 55 lb dog

6/28/2023 01:33 PM

Margot

I'm so excited to see fenced dog parks in Redmond

6/29/2023 10:57 PM

Lori

Please keep this location! We love it and use it everyday! I loved in Redmond over 30 years and we have a 6 month old puppy. It has been wonderful to socialize her and has become part of our daily routine. I love meeting others from our community.

6/30/2023 11:12 PM

Robert

I am just so happy Redmond has done this. Kudos x 1,000 to all Redmond P&R staff who put in the planning & effort to make this happen.

7/01/2023 06:50 AM

Nancy

I think this is a great way to be with my dog for

7/03/2023 12:57 AM

MS

Would love to see the Luke McRedmond dog park be permanent! It's been an awesome addition to the community!

7/03/2023 11:53 AM

fstring

I really like the location of the current pop up dog park, it would be nice if there was more shade and water inside the fence.

7/03/2023 03:58 PM

ZH

This form is dog owner centric, please consider to run a survey fro the

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7/04/2023 07:10 PM

non dog owners as well. This park is a good idea but not middle of the city taking 50% of that beautiful park with a bad looking metal fence.

Garrett Michaud

7/04/2023 08:50 PM

This type of amenity will go a long way towards helping Redmond reach its goal of becoming a 15 minute city. Smaller off leash areas that are easier to establish are a good approach. I haven't seen grass turn into a mud pit though through the winter.

Dogs are annoying

7/05/2023 03:04 PM

Loud and annoying and small parks. Make them go to marymoor where they planned for that space!

Keyes

7/05/2023 08:57 PM

Not thought out/shade+seating 10' south which is lacking/no water fillers/ask dog owners next time or have a user of dog parks help design. Being underutilized as result. Also close to existing resource at Marymoor, try north next time

Emilymohr

7/07/2023 02:13 PM

Love this pop-up park! We use it daily and it is a wonderful way for us to ensure our dog gets the exercise and stimulation he needs to be a good citizen- and we meet neighbors and build community. Thank you for this! Have walked and driven to the park.

Bobona

7/09/2023 08:54 AM

Other amenities would be fenced area,grass surface, some shade, parking and etiquette/rules displayed. The current park is too hot midday and parking is terrible. Parks like meadows park are not as used by children and plenty of parking.

Aimee

7/10/2023 05:31 AM

Having access to dog water like a drinking fountain and a fenced in dog park is my biggest choices. Thank you.

Jaea

7/12/2023 08:46 AM

The area removes a huge piece of the lawn that otherwise would be a nice restful area. Very little grassy space left, and space is ruined with the smells & sounds of dogs, rather than peaceful space by the river. Also it's an eyesore in the natural area

QuiqueZ

7/12/2023 06:58 PM

I like the idea of dog parks but this one kind of ruins the nice aesthetics of Luke mc Redmond. Especially with such ugly metal fencing. Other parks better surrounded by trees might be better suited.

John

7/13/2023 12:54 PM

Redmond has done an excellent job of reasearch into off leash areas and has excellent facilities to accommodate different sized dogs most off leash areas do not have segregation by size and tho not necessary for socialization still is a great feature.. c

Pat

7/20/2023 05:54 PM

The pop up area is extremely ugly. The fence makes it look like a construction zone and they block the view from the benches and upper walkway.

jenmendola

7/21/2023 10:39 AM

we LOVE the dog park!! its helped Bean meet dogs safely and helped us get to know our neighbors. it would be nice if there was a bit more shade for those hot days, and adding the seating is so nice. the dog park has made a huge positive impact for us!

Xi

7/23/2023 08:41 PM

We love this Luke McRedmond pop up dog park so much! It is awesome that we take our two dogs here every day! My dogs made a lot of friends here and we also socialized with many community neighbors. It would be great if this dog park can be permanent.

nicoleangus

7/24/2023 07:00 AM

I strongly support the pop-up dog park at Luke McRedmond Park. I live nearby and have not noticed an increase in ambient noise. The park is well-positioned within the community, too, given local apartment complexes and dog-walking on the adjacent trail.

44703261

7/25/2023 08:40 PM

The off list parck is very important for dogs because they cannot run anywhere helse. Since I leave in Redmond my dog is sad because there is almost no off leach area. We are obligated to attach our dog EVERYWHERE and EVERYTIME

Dane O.

7/29/2023 06:43 PM

Love the pop up dog park! Please keep!!

Rick

7/29/2023 08:50 PM

I willingly take my dog to Marymoor Park. Other dog owners should do the same.

h2g2guy

7/29/2023 08:43 PM

Off leash areas should be selected so that they do not impact the ability for other activities at the park. The existing popup park takes up far too much space at the already small Luke McRedmond park.

Eddy

Please keep this dog park in Luke McRedmond Park. My dog loves

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8/01/2023 01:05 PM

going there.

Krystal

8/01/2023 01:17 PM

We would like to keep the dog park at luke mcredmond park to become a permanent dog park.

Aditi

8/02/2023 10:51 AM

Luke Park for dogs has been a blessing ever since it opened up ! Letting dogs leash free( within safe confines), has so many positives- socializing with other dogs. Every day we come here, we see positive behavior & happier dog. Please KEEP THIS PARK!!!!

fivelakes

8/02/2023 02:50 PM

I think it would almost be a benefit to not have parking or have very little parking to keep dog parks small and local. A lot of people I know don't go to Marymoor because it is so large and uncontrolled.

Matt

8/02/2023 03:03 PM

If there was a trashcan inside the dog park && an area with dedicated Shade/covering. A stainless steel water bowl would be nice as well

Button22

8/03/2023 06:56 PM

Love the park, have met lots of new friends and their dogs.

CarolinePeppe

8/04/2023 01:52 PM

I think dog parks, that have seperate areas for small and large dogs are vital for both pups and people to come together and build a sense of community

n/a

8/07/2023 12:46 PM

I love the current location and set up. Small/large dog area, grass surface, water supply & seating are perfect! It would be nice to have more shade in the dog park area itself. Due to summer heat, we only go in morning or late evening.

SLR

8/09/2023 09:41 PM

Please spoil the park by replacing with dog park. Use some outer area where there is no park.

Ahcxyjn

8/09/2023 09:45 PM

I oppose this idea

123

8/09/2023 09:49 PM

Don't change the people park as dog park. I Strongly oppose.

Solomon

8/09/2023 09:52 PM

The park was really beautiful earlier. But now we have an ugly fenced enclosure right in the middle of the park. It takes up so much space and is a nuisance.

Jenny

8/10/2023 09:17 AM

Love watching the cute dogs!

Take your disgusting dog to  
marymoor

8/10/2023 08:51 PM

Please give the park back to the people and stop letting dogs take over our parks.

DogFreeZone

8/10/2023 08:52 PM

We really need more human spaces that don't have dogs. Dogs are loud, dirty, scare away native species and can even be dangerous. I want to see more spaces that forbid dogs.

Na

8/12/2023 06:46 AM

I used to use Luke mcredmond to play with my daughter and have picnics, these pop ups should not be permanent

Sue-Ann Hime

8/16/2023 11:21 PM

As a current non dog owner I have totally appreciated the community spirit that the dog park has provided. This location should be considered for a permanent location due to its proximity to apartments etc and the trail. It has been a great asset.

Dgiacobbe

8/18/2023 11:05 AM

Please keep the pop up dog park until you build a viable off leash dog park in redmond! Please!

sbermude

9/03/2023 05:25 PM

I live in the apartments adjacent to the current dog park. It is SO noisy past "quiet hours" and into the early morning. I miss having my unobstructed view of the river without a bunch of noise. Additionally, the smell is horrible. This was a bad idea.

Gretchen

9/04/2023 04:44 PM

I love the dog park at Luke McRedmond landing! Please keep it there!

SK

9/06/2023 08:56 AM

We were driving to Seattle, Bellevue & Bothell to use their parks and it was great to have one closeby where I could also meet new neighbors from Redmond. I strongly oppose having it at Farrel McW to keep focus on their animals, forest,keep parking open

EC

Love it so much!

---

9/09/2023 08:30 PM

bobyoder

9/13/2023 10:42 AM

Please make Luke McRedmond permanent.

Jennifer

9/13/2023 11:17 AM

We love Marymoor but it gets crazy quick, but having smaller fenced areas where (especially small) dogs can be off leash in a safe environment is great. We have a backyard, but didn't always. Having local parks near downtown is great for the apt dogs.

Pmaloney

9/13/2023 12:01 PM

The pop up park was lovely. It would be wonderful to have a few more choices for Offleash areas where our dogs could run. Most of the time they are on leash and do not get enough exercise.

None

9/13/2023 01:16 PM

I liked having a downtown dog park. I'm not sure if it's as needed in the suburban neighborhoods. If you need to drive there, you might as well go to Marymoor. But maybe there are neighborhoods with more off leash dogs than mine on Education Hill.

Sue

9/13/2023 01:33 PM

This is such a good non-Marymoor dog option (which has become the wild west).

Shellyb

9/13/2023 01:59 PM

Need multiple year round hog fuel off leash dog parks in Redmond. Dogs pent up in rainy season need a good run more than ever! The drinking water, the LG and small dog separation, shade, seating are necessary. We should keep this park as permanent and add

Alice

9/13/2023 02:34 PM

I see a significant need for more dog parks in Redmond. Marymoor is too large for some dog owners and dogs who need a more controlled environment. Dog owners need more safe places to take their dogs. Thank you for recognizing this need and addressing it.

Mark

9/13/2023 04:45 PM

Winter sites for dogs to roam in an off leash area.

celevin

9/13/2023 09:05 PM

Thank you for providing the Pop-Up Dog Park!

hhiggins8

9/13/2023 10:09 PM

Just wanted to say I thought this was a great idea and it seemed to be well received/used. I don't have a dog but see the value of having

this for apartment dwellers especially. This location isn't heavily used by people and some grass was still open.

LanaSaun@aol.com

9/16/2023 02:29 AM

As a person with disabilities and wheelchair user I would really like to see at least ONE dog park that has decent wheelchair access to the off leash area. I feel this could easily be accomplished at the Luke McRedmond Landing local with few modifications

Skawd

9/17/2023 10:23 AM

Please keep and make the dog park at Luke McRedmond Park permanent. It has been great for my small dog.

Emily

9/18/2023 08:26 PM

I love it, please be forever!

Avronil

9/19/2023 06:19 PM

Love this new pop up park also great to see small and big dog areas and drinking water!

Northwestgirl

9/21/2023 02:57 PM

impossible to provide real feedback in this survey - this field has only 255 characters! please contact me at 425-765-1096 Leila Kozak for real feedback & help on creating survey that provides meaningful info - I am a researcher & would like to help

Deborah

9/21/2023 06:25 PM

We love the Luke McRedmond popup park! Nice people, nice dogs. Adequate parking is a concern, especially around Anderson Park. Completely fencing in the park is vital. Some shade would be nice.

Stephani

9/21/2023 08:58 PM

Off leash parks are a waste of space and a nuisance. Dog owners are irresponsible and have their dogs off leash everywhere, even where specifically prohibited. Don't give them any more consideration.

Susan

9/22/2023 01:14 AM

As an owner of a dog care business, we need off leash areas where people can safely interact with their pets. An area that supports a dog's need to forage & explore would be beneficial to both species. Dog friendly plants & surfaces are recommended.

Lore

9/22/2023 12:06 PM

Please don't bring an off leash dog park to Hartman Park. Lots of people love the park and use it as it is, including students at Redmond High School and Horace Mann.

kelly

9/22/2023 01:16 PM

It has been so fantastic to have this pop-up dog park, and I'd love to see it and/or another area have a permanent off-leash park. Marymoor is lovely, but too overwhelming for some dogs. Thanks!

jonwhee

9/22/2023 04:02 PM

Please DO NOT put an off-leash dog area in Hartman Park. Thank you!

Me

9/22/2023 04:44 PM

No more Dog Spaces are needed. I do not support use of public spaces for only a few families that choose to have dogs.

Jennestegard

9/23/2023 11:25 AM

Found this park on accident. This is very cool!! Please keep it.

Rachel Traicoff

9/24/2023 01:15 AM

Luke McRedmond is the perfect location for a permanent dog park. It is central to a lot of neighborhoods and apartments. I live close to Hartman and would enjoy having one there, but that is not central to most of Redmond for easy access.

Cristiana

9/24/2023 02:19 PM

Need some shaded area for dogs who are susceptible to sun exposure during the summer:

Jean

9/25/2023 09:49 AM

very much needed and appreciated

Anko

9/25/2023 09:51 AM

We need more off-leashed area

Screen Name

9/25/2023 11:58 AM

HATED this pop up dog park.

Merrily

9/26/2023 12:09 PM

I think we need more off leash areas separate from other areas. Many people have dogs in Redmond and they need places to run that are away from people without dogs. You have put way too many apartments and people's dogs need some place to run

Stephanie G

9/26/2023 10:58 PM

Shade is also very important. It was so hot this summer, and the lack of shade at the popup park kept us from going since we are only free to go in the afternoon/evening when that park was in full sun.



C.H.

9/30/2023 01:06 PM

The Luke mcRedmond Pop Up Dog Park has been so helpful in getting my young dog and exercised each morning before I go to work. It is very convenient to get to and to park at or walk to. Me and my dog have met so many Redmond neighbors and their dogs.

Brooke M

9/30/2023 07:00 PM

This park is in a perfect location. Marymoor is too big and not fenced, so this pop-up has been amazing for my dog. A permanent structure would really benefit the community as hundreds of people utilize this park. Please keep it!

JM

9/30/2023 08:09 PM

I do not have a dog but enjoy walking by and appreciate the community building.

Loki

9/30/2023 08:14 PM

Permanent off leash park is desperately needed in Redmond area. Having an off leash park builds community and reduces the issues at other parks. (When off leash park is not available, many people let their dogs off leash at non-off leash parks)

Whitney Kidd

10/01/2023 03:53 PM

We have loved this park and met a lot neighbors we wouldn't have otherwise

Ed Hill Neogbor

10/01/2023 05:03 PM

Downtown dog park is great, but I wonder how many of those folks were already served well enough, but Marymoor (I'd consider that walkable distance). Hartman parkway could serve all of education Hill. It'd be great for baseball and swim practice as well

Ram

10/01/2023 09:33 PM

The pop up was excellent, wish you would keep itT

Zaddy B

10/02/2023 09:21 AM

I just moved here from San Francisco where I had many option for dogs parks . Sometimes it's hard to find a close dog park around Redmond and other city.

Phinny

10/02/2023 09:45 AM

I am so sad to see the Luke McRedmond Park go - pls bring . It has been an amazing experience to have it at this ideal location - please bring it back! Lots of the same people used it daily and it provided safety for the dogs, community for the humans.

Alessandra

10/02/2023 10:32 AM

This park was used daily by hundreds of dog owners. I hope they advocate towards making it permanent because this was a great addition. I made many new friends here too. I'm new to the community and it definitely brought people together.

Rachel M.

10/03/2023 11:30 AM

LOVED the Luke McRedmond Park pop-up dog park. Our dog loved the chance to run around in the small dog area and became so much more social. It encouraged us to go outside more and make use of the space.

Priscilla

10/03/2023 04:31 PM

Benches would definitely also be nice (I'm disabled and can't stand for long so it would be perfect)

Abby

10/03/2023 06:23 PM

Please add an off leash area near downtown before summer 2024

AlexBe

10/03/2023 11:10 PM

Loved having fenced area to let my dog run around, and hope to see it back on permanent basis

Kenzie

10/04/2023 04:50 PM

Loved the Luke Redmond park and am sad to see it go

TheBigYork

10/04/2023 09:28 PM

I really enjoyed having a place to throw the ball for my dog. Maybe consider a trash can inside the fenced area so it is easier to dispose of poop bags. Larger area for "small" dogs would be nice too because it was a bit small for being able to throw ball

rachel

10/05/2023 03:15 PM

The pop up dog park was great, the downtown Redmond dog-owning community seemed to really love it and it was consistently busy.

Allie

10/05/2023 06:18 PM

We loved the pop up dog park in Redmond. I met so many neighbors and felt like I was part of the community for the first time since moving here. Unlike Marymoor, I felt like my dog was safe and other owners were very responsive. I hope to see more!

Jessica

10/06/2023 12:41 AM

My dog is too overwhelmed at Marymoor and I dislike that it isn't fenced and I can't always see her. I think having a park in downtown Redmond is ideal with such a large population without yards. (Apartments)

Dan

10/06/2023 11:29 AM

Luke McRedmond is NOT big enough to qualify

Dorothy Jo

10/06/2023 11:23 PM

It's great!!

dvmao2000

10/08/2023 04:31 PM

would love for Luke mcredmond location to be permanent

Lindsay

10/09/2023 03:00 PM

I absolutely loved the pop up dog park! It was really well thought out with the area for small dogs. As an owner of two small dogs, I'm limited in which dog parks I can go to because I need to have a separate space for small dogs for their safety.

Anonymous

10/10/2023 03:35 AM

I don't own a dog and am generally uncomfortable around them / am afraid of them. I like the fenced in dog park though as it gives dogs a place to exercise and run around safely away from me behind a fence instead of in an open, shared area.

Bob

10/11/2023 10:09 PM

I don't have a dog, but I live in the apartments next to Luke McRedmond and I walk past every day. I thought the dog park was great and it really improved the sense of community. I haven't noticed any issues with noise/dog poop/etc.

Lee

10/14/2023 02:11 PM

Best location is Luke McRedmond park

DaveG

10/16/2023 05:00 PM

I want to be free to enjoy the parks my tax dollars pay for without the presence of dogs. This summer, my wife and I wanted to enjoy the park by the water many times, but could not because of the dog park. I also presented an eye-sore in a beautiful area.

Laurelann1993

10/22/2023 02:34 PM

Would really like to see more off-leash dog parks in downtown Redmond! Especially at Luke Park because it is a central hub in the downtown that is getting surrounded by apartments. People can easily walk there from anywhere in downtown, lowering emissions

Gary

10/28/2023 07:25 PM

I loved the park just the way it was, it was in the perfect spot, easy access to roads/parking, and to trails

Blair

11/21/2023 03:52 PM

This popup park was amazing!!!!

Celene

11/24/2023 05:43 PM

I love the pop up dog park and use it all the time. I can walk to it, my dog gets the opportunity to run off leash and socialize with other dogs. And I get to meet and know other users that live in Redmond.

Carlos

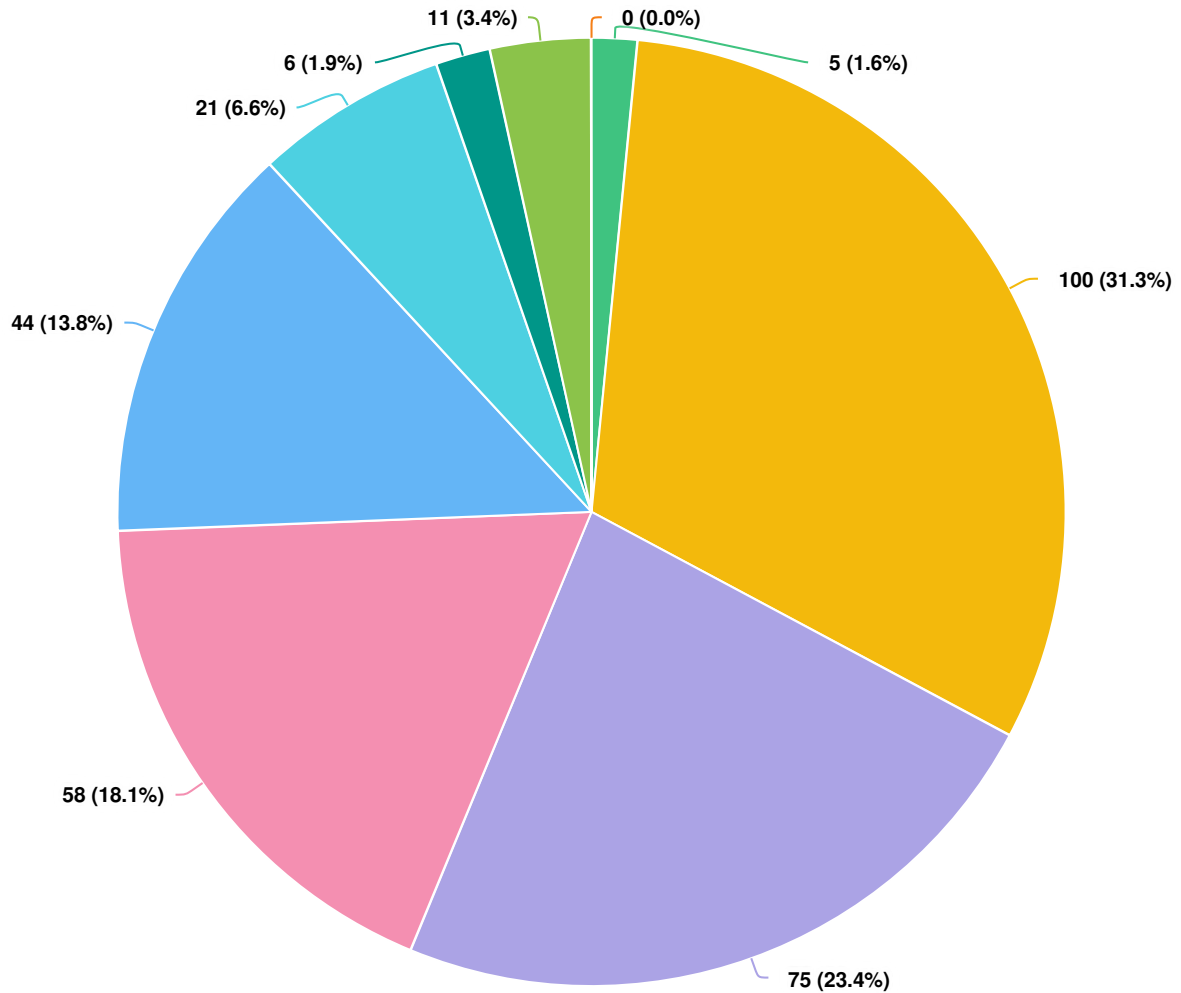
1/29/2024 01:14 PM

Please make this park and off leash one. Dogs needs this for play and Marymoor is too far away and more accessible by car.

**Optional question** (213 response(s), 115 skipped)

**Question type:** Single Line Question

**Q12** In which decade were you born?

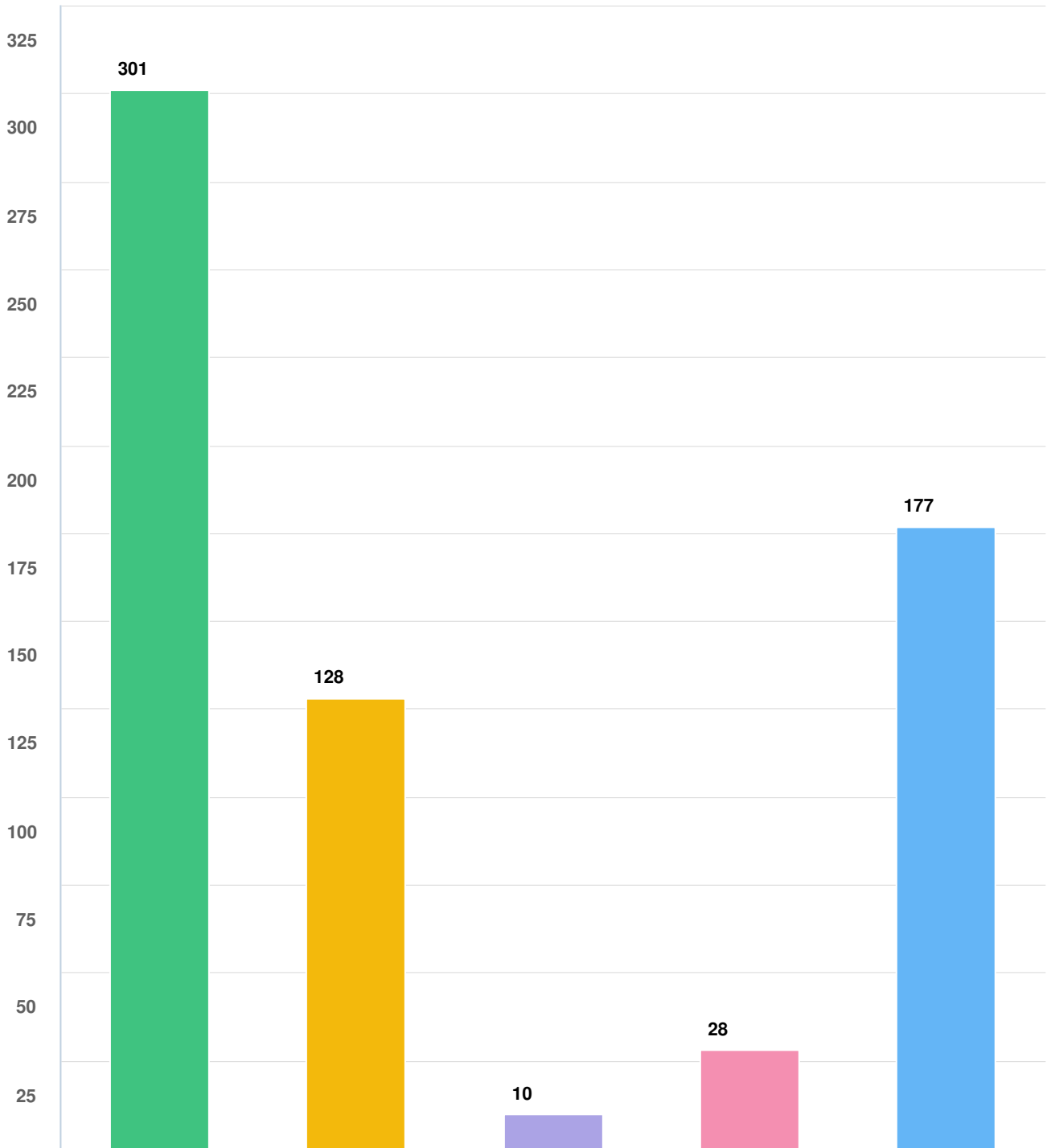


**Question options**

- 2000 or after
- 1990-1999
- 1980-1989
- 1970-1979
- 1960-1969
- 1950-1959
- 1940-1949
- I prefer not to answer
- Before 1940

Optional question (320 response(s), 8 skipped)  
Question type: Dropdown Question

**Q13** Which of the following applies to you? (Check all that apply)

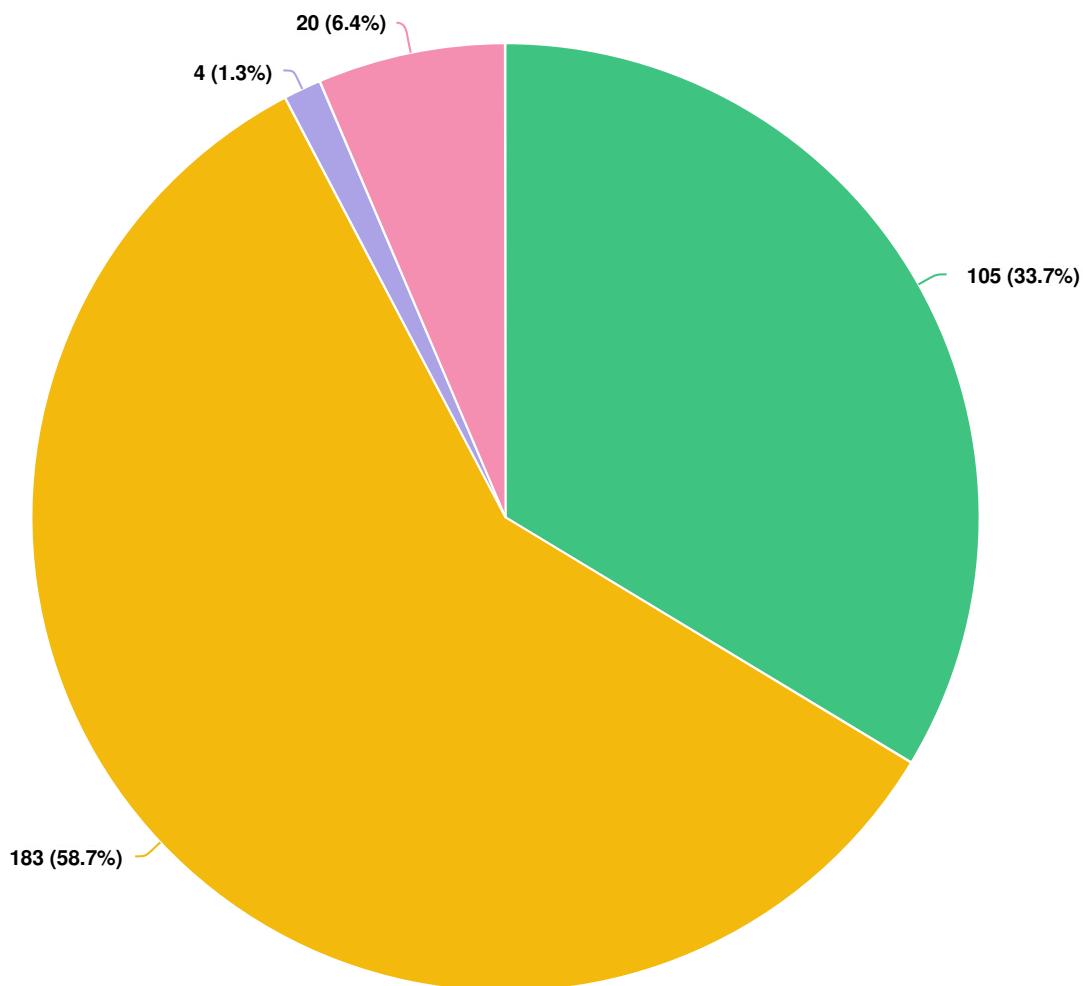


**Question options**

- I live in Redmond
- I work in Redmond
- I attend school in Redmond
- I own or operate a business in Redmond
- I shop, own, socialize, or recreate in Redmond

Optional question (322 response(s), 6 skipped)  
Question type: Checkbox Question

**Q14** | What gender do you identify with?

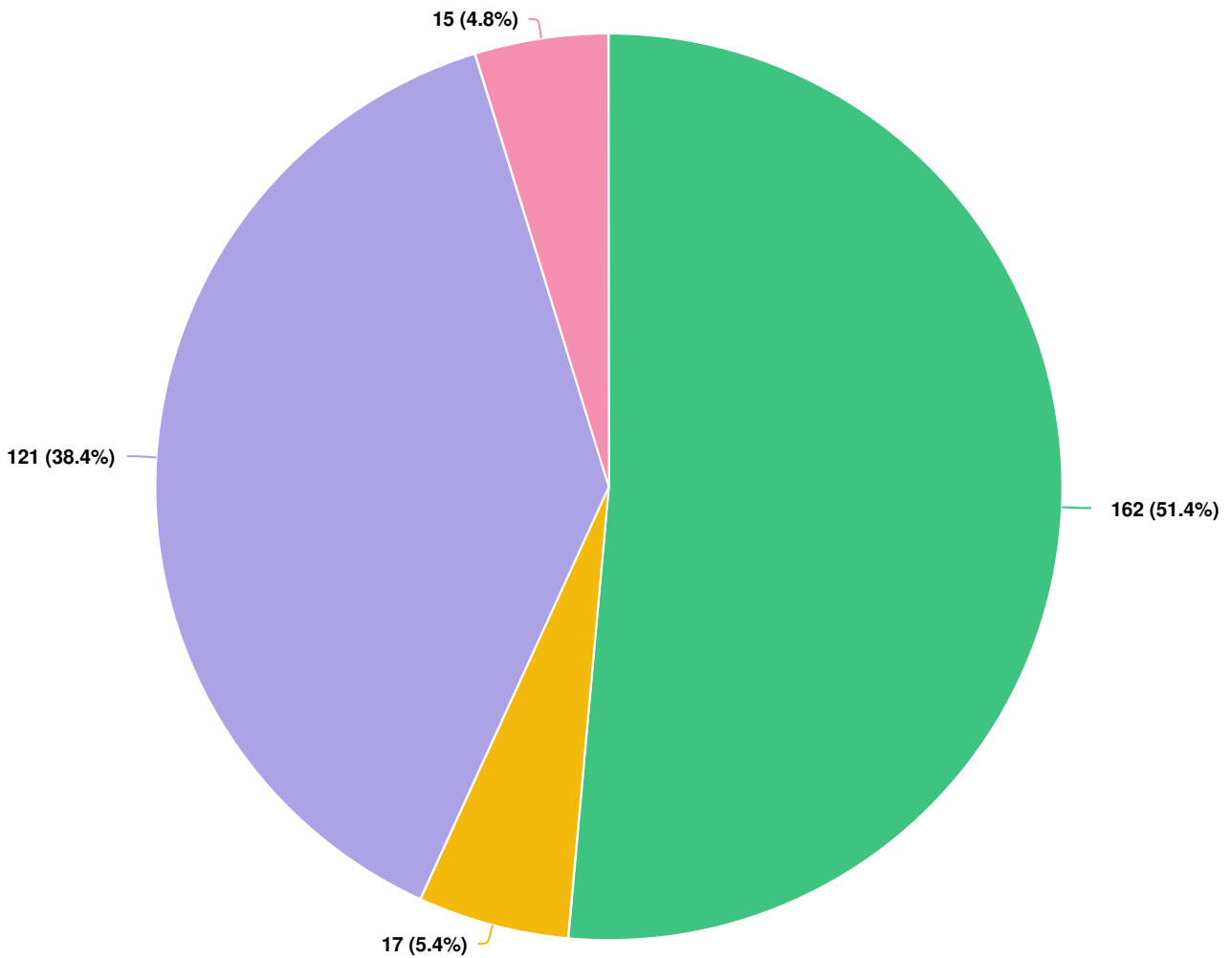


**Question options**

- Male
- Female
- Transgender/Gender-variant
- I prefer not to answer

Optional question (312 response(s), 16 skipped)  
Question type: Dropdown Question

**Q15** Which of the following best describes where you live?



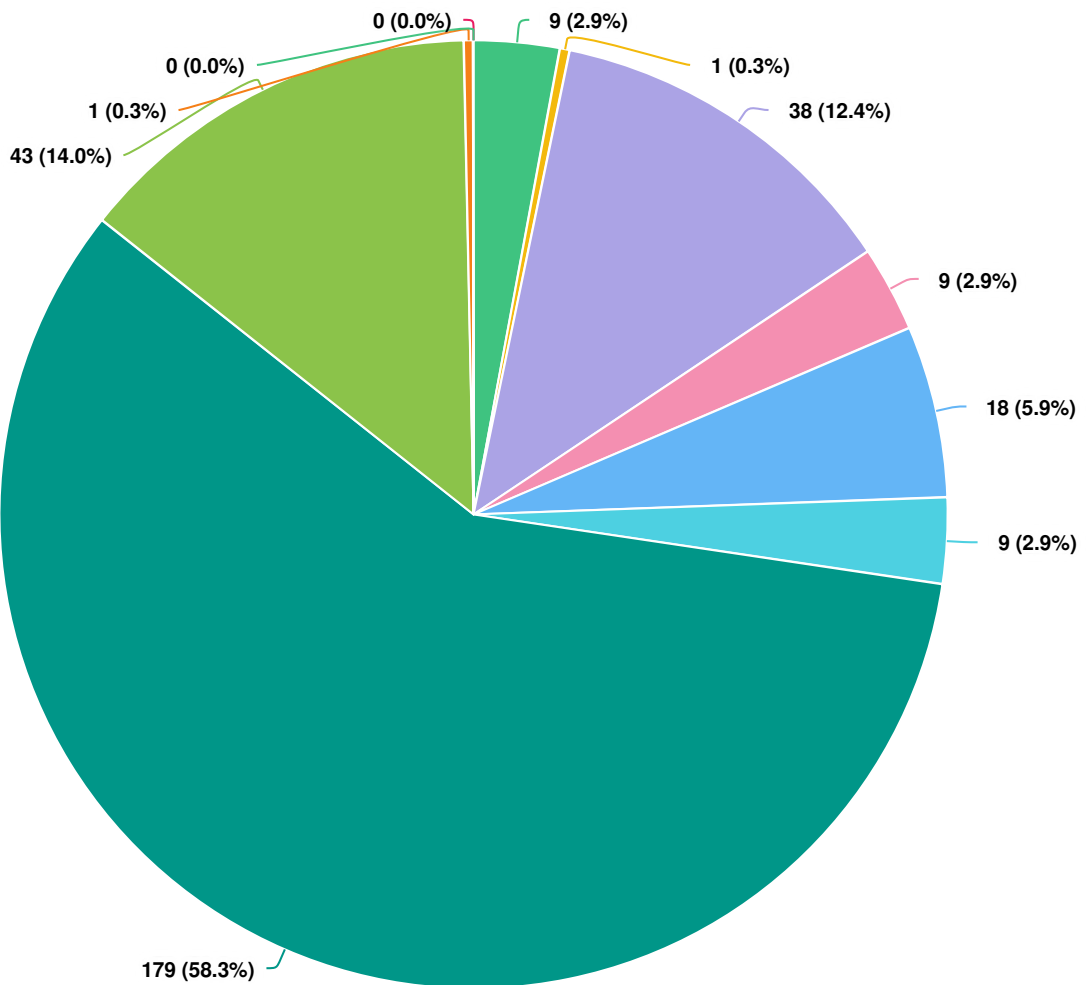
**Question options**

- In Redmond's Downtown neighborhood
- In Redmond's Overlake neighborhood
- In another Redmond neighborhood (North Redmond, Education Hill, Idylwood, Grass Lawn, Willows/Rose Hill, Sammamish Valley, Bear Creek, Southeast Redmond)
- Outside of Redmond

Optional question (315 response(s), 13 skipped)  
Question type: Dropdown Question



**Q16** Which of the following best describes your racial and ethnic heritage?

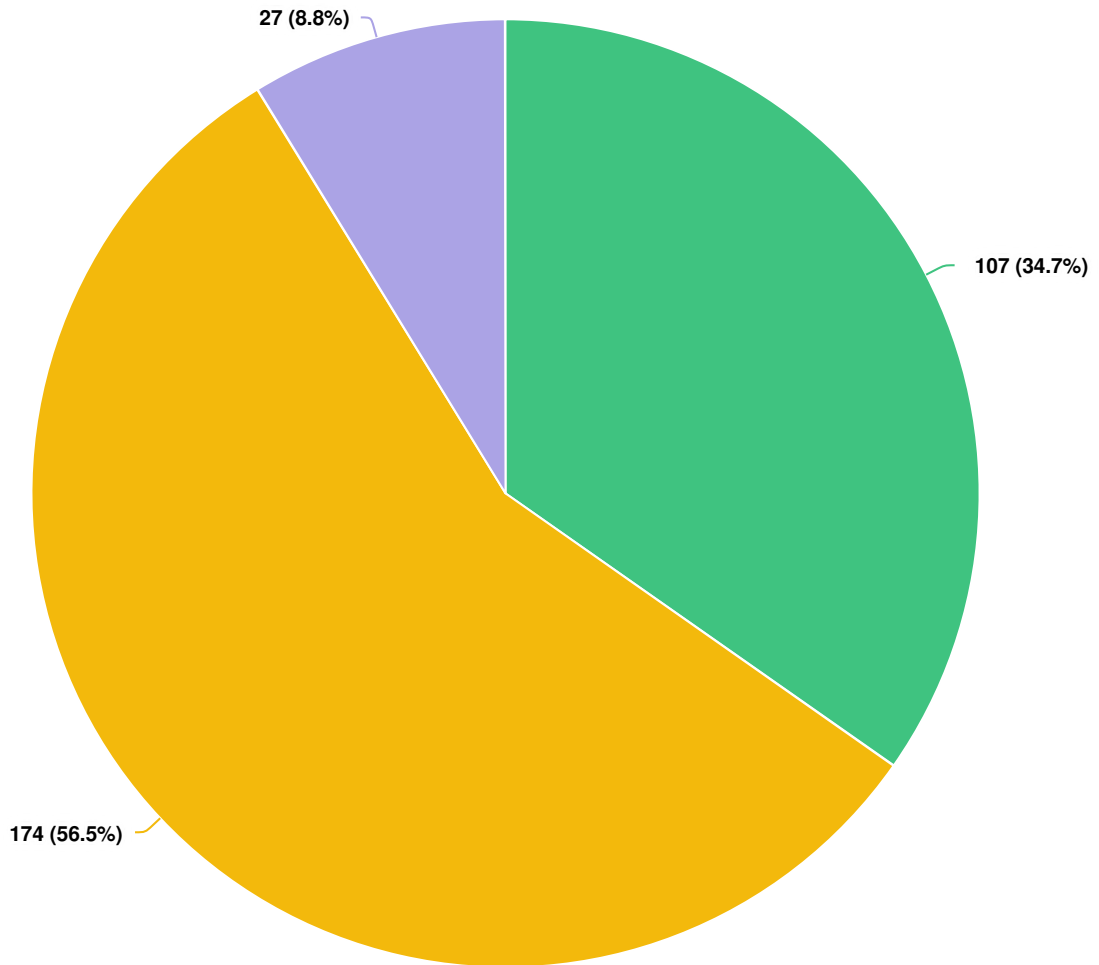


**Question options**

- Black/African American
 ● Arab American
● Asian American
● South Asian
● Hispanic/Latinx
● Multiracial
- White/Caucasian
 ● I prefer not to answer
● Other (please specify)
● Native Hawaiian/Other Pacific Islander
- American Indian/Alaska Native

Optional question (307 response(s), 21 skipped)  
 Question type: Dropdown Question

**Q17 | Does anyone in your household speak a language other than English on a regular basis?**

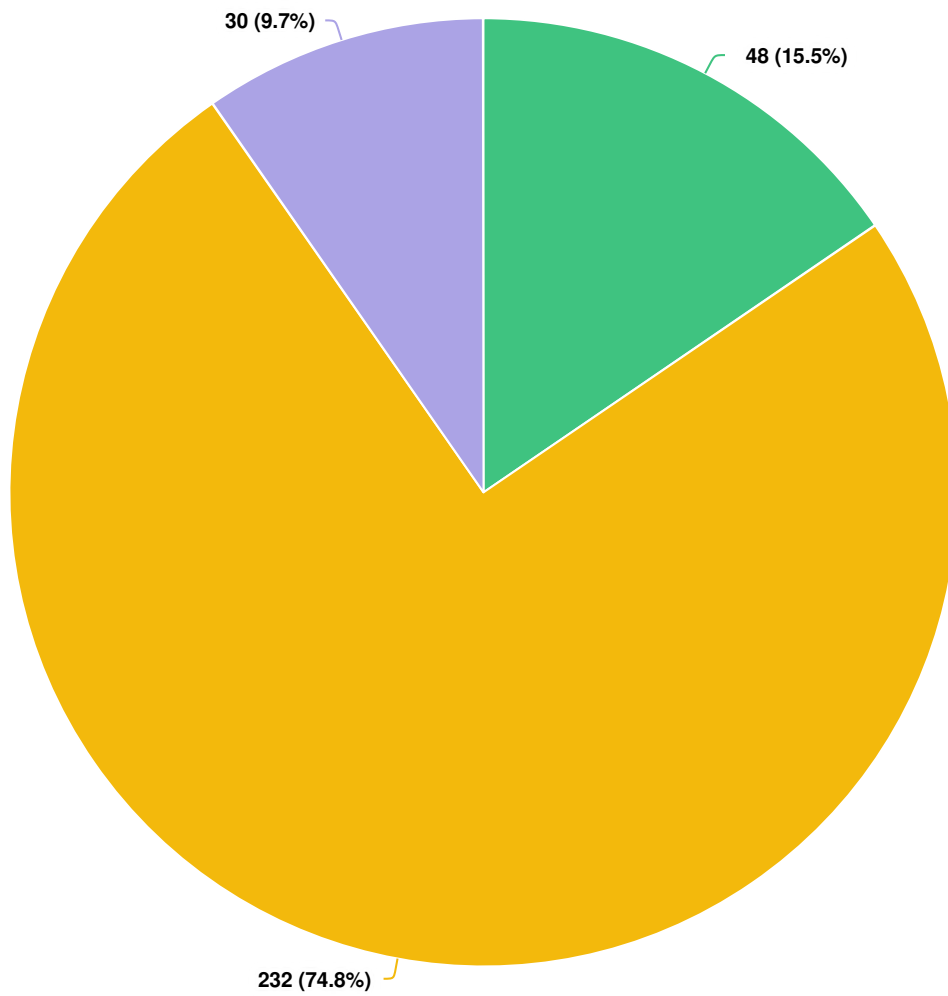


**Question options**

- Yes
- No
- I prefer not to answer

*Optional question (308 response(s), 20 skipped)  
Question type: Dropdown Question*

**Q18 | Do you identify with having or living with a disability**



**Question options**

- Yes
- No
- I prefer not to answer

*Optional question (310 response(s), 18 skipped)  
Question type: Dropdown Question*



Memorandum

Date: 2/27/2024

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

File No. CM 24-074

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
Public Works	Aaron Bert	425-556-2733

DEPARTMENT STAFF:

Public Works	Eric Dawson	Senior Engineer
Parks	Zach Houvener	Deputy Director

TITLE:

Redmond Senior & Community Center Update

OVERVIEW STATEMENT:

Staff will present a programmatic update on the Redmond Senior & Community Center project including program planning, operations, staffing, and Grand Opening dates.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  - Envision Redmond Senior Center Building Stakeholders Report March 2020
  - Redmond Community Strategic Plan
  - 2017 Community Priorities for the Future of Redmond’s Community Centers Report
  - Redmond Comprehensive Plan
  - Redmond Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan
  - Redmond Facilities Strategic Management Plan
  - 2017-2022 Redmond Capital Investment Program (CIP). Redmond Zoning Code 21.10.070B
- **Required:**
  - City Comprehensive Plan: FW-23, CC-12, PR-19, PR-35, PR-36, PR-37, PR-38, UC-19, UC-20, DT-12, and DT-15,
  - Redmond Zoning Code-RZC 21.10.070B
- **Council Request:**

On July 20, 2021, Council provided direction to proceed with the design and construction of the Redmond Senior & Community Center at a total cost of \$44 million. The budget of \$58 million was adopted in the 2023-2024 budget. Council approved an increase of \$3.7 million on February 20, 2024, to a total budget project of \$61.7 million.

• **Other Key Facts:**

N/A

**OUTCOMES:**

Inform City Council on the progress of planning for opening and operations of the Redmond Senior & Community Center.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

• **Timeline (previous or planned):**

See Attachment A - Community and Stakeholder Outreach and Involvement

• **Outreach Methods and Results:**

See Attachment A - Community and Stakeholder Outreach and Involvement

• **Feedback Summary:**

See Attachment A - Community and Stakeholder Outreach and Involvement

**BUDGET IMPACT:**

**Total Cost:**

The City Council approved a total project budget of \$61.7 million for the design and construction of the Redmond Senior & Community Center.

Approved in current biennial budget:

Yes

No

N/A

**Budget Offer Number:**

0000115 - CIP

**Budget Priority:**

Infrastructure, Healthy and Sustainable, Vibrant and Connected

Other budget impacts or additional costs:

Yes

No

N/A

*If yes, explain:*

N/A

**Funding source(s):**

CIP - \$187,000

General Fund Surplus - \$13.465 million

Park Impact Fees - \$14.498 million

REET - \$15.800 million

Councilmanic Bonds - \$16 million

King County Parks Levy Grant - \$500,000

State Capital Grant - \$1.25 million

**Budget/Funding Constraints:**

The City Council approved a total project budget of \$48 million on February 15, 2022. Councilmanic Bonds were issued with City Council approval in May 2022. Construction has commenced and costs have continued to be high due to a volatile market and inflation. The budget was increased to \$58 million in the 2023-2024 budget process. Council approved an increase of \$3.7 million on February 20, 2024, to a total budget project of \$61.7 million.

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
See Attachment B	N/A	N/A

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
2/27/2024	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

**Time Constraints:**

This project continues to run on a tight timeline and will continue briefing City Council regularly.

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A - Community and Stakeholder Outreach and Involvement

Attachment B - Council Review Previous Contacts

**Redmond Senior and Community Center Update**  
**Attachment A – Community/Stakeholder Outreach and Involvement**

- **Timeline (previous or planned)**

01/09/2020	Stakeholder Conference Call
01/15/2020	Public Meeting - Facilitated by EnviroIssues and Patano
01/16/2020	Lunch Briefing with Seniors
01/23/2020	Public Meeting - Facilitated by EnviroIssues and Patano
02/06/2020	RYPAC Senior Center Discussion
02/10/2020	Community Centers Open House - Facilitated by Patano
02/24/2020	Stakeholder Meeting #1 - Facilitated by EnviroIssues
03/05/2020	Stakeholder Meeting #2 - Facilitated by EnviroIssues
12/14/2020	Project Update for Stakeholder Group and “Meet and Greet” with Architect Team
01/11/2021	Project Stakeholder Group Meeting #1
01/25/2021	Project Stakeholder Group Meeting #2
02/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations, Community Members, BIPOC Communities, etc., Leading Up to Public Meetings
02/17/2021	First Online Questionnaire Launches (Closed On 03/10/2021)
02/24/2021	Virtual Public Meeting #1 (Senior Focused Daytime & General Public Evening)
03/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations, Community Members, BIPOC Communities, etc., Leading Up to Public Meetings
03/01/2021	Project Stakeholder Group Meeting #3
03/22/2021	Project Stakeholder Group Meeting #4
03/24/2021	Virtual Public Meeting #2 (Senior Focused Daytime & General Public Evening)
03/24/2021	Second Online Questionnaire Launches (Closed on 04/03/2021)
05/24/2021	Project Stakeholder Group Meeting #5
06/14/2021	Project Stakeholder Group Meeting #6
10/11/2021	Project Stakeholder Group Meeting #7
11/15/2021	Project Stakeholder Group Meeting #8
01/10/2022	Project Stakeholder Group Meeting #9
02/28/2022	Project Stakeholder Group Meeting #10
Monthly Briefings	Parks and Trails Commission
Monthly Briefings	Arts and Culture Commission
Monthly Briefings	Senior Advisory Committee

**Redmond Senior and Community Center Update  
Attachment B – Council Review Previous Contacts**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
09/17/2019	Business Meeting	Receive Information
12/03/2019	Business Meeting	Receive Information
02/11/2020	Study Session	Receive Information
02/25/2020	Committee of the Whole - Finance, Administration, and Communications	Receive Information
03/03/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/02/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/23/2020	Study Session	Receive Information
07/07/2020	Committee of the Whole - Parks and Human Services	Receive Information
07/28/2020	Study Session	Receive Information
08/04/2020	Committee of the Whole - Parks and Human Services	Receive Information
08/11/2020	Committee of the Whole - Planning and Public Works	Provide Direction
09/01/2020	Committee of the Whole - Parks and Human Services	Provide Direction
09/15/2020	Business Meeting	Approve
10/22/2020	Special Meeting	Approve
12/01/2020	Committee of the Whole - Parks and Human Services	Receive Information
01/05/2021	Committee of the Whole - Parks and Human Services	Approve
01/19/2021	Business Meeting	Approve
02/09/2021	Committee of the Whole - Planning and Public Works	Approve
02/16/2021	Business Meeting	Approve
03/09/2021	Study Session	Receive Information
04/06/2021	Committee of the Whole - Parks and Human Services	Receive Information
04/20/2021	Business Meeting	Approve
05/04/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/01/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/22/2021	Study Session	Receive Information
07/06/2021	Business Meeting	Receive Information
07/20/2021	Business Meeting	Approve
08/24/2021	Committee of the Whole - Finance, Administration, and Communications	Receive Information
09/07/2021	Committee of the Whole - Parks and Human Services	Receive Information
09/14/2021	Committee of the Whole - Planning and Public Works	Provide Direction
09/21/2021	Business Meeting	Approve
10/05/2021	Committee of the Whole – Parks and Human Services	Receive Information
10/26/2021	Study Session	Receive Information
11/01/2021	Business Meeting	Approve
01/25/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
02/01/2022	Business Meeting	Receive Information
02/15/2022	Business Meeting	Approve



02/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
03/01/2022	Business Meeting	Approve
03/08/2022	Study Session	Provide Direction
03/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
04/05/2022	Business Meeting	Approve
05/03/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
07/26/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
08/16/2022	Business Meeting	Receive Information
08/23/2022	Business Meeting	Receive Information
01/24/2023	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
07/05/2023	Business Meeting	Receive Information



Memorandum

Date: 2/27/2024

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

File No. CM 24-076

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	Dave Tucheck	Deputy Director
Public Works	Chris Stenger	Deputy Director

**TITLE:**

Climate Resiliency and Sustainability in Vegetation Management Plan Update

**OVERVIEW STATEMENT:**

Council will receive an update on the recently completed Climate Resiliency and Sustainability in Vegetation Management Plan, in preparation for the upcoming 3/26/2024 Study Session. On 8/2/2023, Council approved a consultant agreement with Herrera Environmental Consultants, Inc. to develop a plan related to climate resiliency and sustainability of Redmond’s green infrastructure.

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
2023/24 City of Redmond Adopted Budget, 2023 PARCC Plan, Tree Canopy Strategic Plan, Environmental Sustainability Action Plan, 20-Year Forest Management Plan.
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Building upon previous City planning efforts related to environmental sustainability, the consultant developed a plan focused on actionable items and strategies resulting in a more climate resilient and sustainable natural environment. Strategies included, but not limited to, tree canopy expansion on public lands, rewilding City owned properties, replacing formal lawns areas with naturalized meadows/pollinator habitat, modifications of maintenance practices, future equipment electrification recommendations, adjusting tree/plant species (varieties) to align with climate change, and additional carbon sequestration opportunities.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Outreach occurred during plan development and will occur after plan completion
- **Outreach Methods and Results:**  
Stakeholder focus groups, digital media, in-person outreach, and outreach collateral
- **Feedback Summary:**  
Outreach summary report

**BUDGET IMPACT:**

**Total Cost:**

\$122,718

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

**Budget Offer Number:**

0000146-Service Enhancement

**Budget Priority:**

Healthy and Sustainable

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

***If yes, explain:***

N/A

**Funding source(s):**

General Fund Surplus

**Budget/Funding Constraints:**

N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
------	---------	------------------

**Date:** 2/27/2024

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

**File No.** CM 24-076

**Type:** Committee Memo

7/5/2023	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction
8/2/2023	Special Meeting	Approve

**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
3/26/2024	Study Session	Receive Information

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Climate Resiliency and Sustainability in Vegetation Management Plan (will be attached for Study Session 3/26)

Attachment B: Climate Resiliency and Sustainability in Vegetation Management Plan Presentation (will be attached for Study Session 3/26)



**Interagency Agreement with**

City of Redmond

**through**

Solar plus Storage for Resilient Communities

**Contract Number:**

23-53701-109

**For**

Critical Facilities Solar Plus Storage Feasibility Study - T1: Planning

**Dated:** Friday, September 1, 2023



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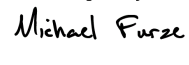
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## Face Sheet

**Contract Number: 23-53701-109**

### Energy Division, Energy Programs in Communities Solar plus Storage for Resilient Communities

<b>1. Grantee</b> City of Redmond PO BOX 97010 MS 3NFN REDMOND, WA 98073-9710		<b>2. Grantee Doing Business As (as applicable)</b> N/A	
<b>3. Grantee Representative</b> Jenny Lybeck Project Manager (425) 566-2121 jlybeck@redmond.gov		<b>4. COMMERCE Representative</b> Dave Hecker Program Manager 360-725-2767 solar@commerce.wa.gov <span style="float: right; padding-left: 20px;">                     P.O. Box 42525                      1011 Plum St                      Olympia, WA 98504-2525                 </span>	
<b>5. Contract Amount</b> \$100,000.00	<b>6. Funding Source</b> Federal:    State: <b>X</b> Other: <b>N/A</b> :	<b>7. Start Date</b> 09/01/2023	<b>8. End Date</b> 06/30/2024
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX		<b>11. SWV #</b> SWV0003729-00	<b>12. UBI #</b> 176000016
<b>13. UEI #</b> N/A			
<b>14. Contract Purpose</b> T1: Planning and Feasibility Study. The City of Redmond will conduct a Critical Facilities Feasibility Study to assess the technical and economic feasibility of solar plus battery storage projects for five critical facilities in Redmond. These facilities house Redmond’s Emergency Operations Center, provide heating and cooling shelters for the community during extreme weather events, and serve as vital resources during emergency response events and grid outages.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Proviso			
<b>FOR GRANTEE</b> DocuSigned by:  F678C3A6CA90451... Angela Birney, Mayor  1/18/2024   3:53 PM PST <hr/> Date		<b>FOR COMMERCE</b> DocuSigned by:  10D18292955448A... Michael Furze, Assistant Director, Energy Division  1/24/2024   1:18 PM PST <hr/> Date  <b>APPROVED AS TO FORM ONLY                  BY ASSISTANT ATTORNEY GENERAL                  APPROVAL ON FILE</b>	



## **Program Specific Terms and Conditions**

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

### **1. SUBGRANTING/SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)**

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.

### **2. SOLAR PLUS STORAGE FOR RESILIENT COMMUNITIES GRANT REQUIREMENTS**

Grantee agrees to comply with the requirements and follow the guidelines as outlined in the Request for Applications dated January 2023 (the "RFA"), incorporated by this reference as if fully set forth herein. In the event of conflict between the RFA and the agreement, the Agreement prevails.

### **3. REPORTING REQUIREMENTS**

During the contract term, the Grantee must provide quarterly written reports to Commerce for project update purposes. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice for the quarter to be reported. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

- a. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- b. The project milestones met to date and anticipated in the subsequent quarter;
- c. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
- d. Quarterly updated budget projections for project expenditures;
- e. The grant expenditures to date and anticipated in the next quarter.





## **Special Terms and Conditions**

### **1. AUTHORITY**

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

### **2. CONTRACT MANAGEMENT**

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

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

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

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$100,000.00 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 schedule set forth in Attachment B: Budget.

### **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 via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

If required, the attachments to the invoice request in the Commerce Contracts Management System 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 Contract Number listed on the Face Sheet.

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 Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

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

#### **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 contract through June 30, regardless of the contract 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 subcontractors.

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. SUBCONTRACTOR 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 Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**6. INSURANCE**

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

**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 Contract, the inconsistency shall be resolved by giving precedence in the following order:

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



## General Terms and Conditions

### 1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the 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. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### 2. ALL WRITINGS CONTAINED HEREIN

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

### 3. AMENDMENTS

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

### 4. ASSIGNMENT

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

### 5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the 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 Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The 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 Contract 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.

## 6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the 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 Contract, but that incorporate pre-existing materials not produced under the Contract, 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 Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The 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 Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

## 7. **DISPUTES**

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



an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

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

**9. INDEMNIFICATION**

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

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

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

Repayment by the 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 Contract.

**12. RECORDS MAINTENANCE**

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

The 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 contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

**13. SAVINGS**

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

**14. SEVERABILITY**

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

**15. SUBCONTRACTING (Replaced by Program-Specific Terms and Conditions #1)**

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



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

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

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

**16. SURVIVAL**

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

**17. TERMINATION FOR CAUSE**

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the 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 contract. 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 contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

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

**19. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the 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 contract. 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 contract.

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

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

## **20. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- 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 contract.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

21. **WAIVER**

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





## Attachment A: Scope of Work

### Overview

The City of Redmond Solar and Battery Storage Feasibility Study (Study) will evaluate opportunities to add solar and battery storage to five Redmond critical facilities, including Redmond City Hall, Public Safety Building, Fire Station 17, Materials Operation Center, and Senior and Community Center. These facilities house Redmond's Emergency Operations Center, provide heating and cooling shelters for the community during extreme weather events, and serve as vital resources during emergency response events and grid outages.

The Study will include load profiles, resource scenarios, site layouts, economic analyses, and recommendations. This will position the city with the necessary information to implement projects as capital funding and grant opportunities becomes available.

Increasing the preparedness and resilience of these facilities in the long run will directly benefit a community of more than 75,000 and the rural parts or unincorporated East King County served by Fire District 34.

### Scope of Work

The City of Redmond Critical Facilities Feasibility Study (Study) will assess the technical and economic feasibility of solar plus battery storage projects for five critical facilities in Redmond.

The City of Redmond Critical Facilities Feasibility Study (Study) will be completed in partnership with the project team and a technical consultant to create a thorough roadmap to inform next steps for five critical facilities in Redmond. These facilities were identified in partnership with the Emergency Manager as they each serve the Redmond community during extreme weather events and emergencies. The Study will include five primary elements, including:

- Facility Evaluation and Load Profiles: Develop profiles for existing electricity and then adjust for expected changes due to anticipated EV charging, electrification of heating and other applications, and new construction. Work with facility and emergency staff to prioritize and develop profiles for critical loads that need to be maintained for limited periods of time – and critical loads that need to be maintained indefinitely, regardless of grid outage durations.
- Resource Scenarios: Explore possible onsite solar options that are technically viable for each site while optimizing the economic, environmental, and resilience objectives.
- Site Layouts: Develop the site layouts to clearly illustrate recommended locations and sizing for solar resources, locations for energy storage, and to detail locations of key electrical assets (meter and critical loads).
- Economic Analyses: Estimate total project costs and the economic and resilience benefits of each of the viable Resource Scenarios at each site.
- Reporting & Recommendations: Develop report and present the results and recommendations.
- Stakeholder Engagement: Throughout the process, the project team will work in partnership with the City's internal subject matter experts and the City's external Environmental Sustainability Advisory Committee which is made up of community members and experts.

### Deliverables

Project deliverables include a completed City of Redmond Solar Plus Battery Storage Feasibility Study.



## Project Timeline

The City will leverage a technical consultant, in partnership with dedicated project management staff, to complete the analysis. If awarded, the project will include the following activities:

1. **Technical consultant solicitation and contract execution (Sept 2023- November 2023):** upon notice of grant award, the City will solicit proposals from technical consultants to complete the analysis. This will be done through a public bidding process completed in accordance with the City's purchasing policies. This task will be led by the Project Manager.
2. **Feasibility Study Data Collection and Stakeholder Engagement (November 2023 - December 2023):** Project kickoff will begin upon contract execution. The consulting team will work with the City project team and stakeholders to verify the key facilities, identify critical loads, conduct site visits, etc. This task will be informed by the full project team, as outlined in the Project Team and Partners section.
3. **Feasibility Study Report (January 2024 – March 2024):** Draft report findings will be presented and reviewed with the City's Environmental Sustainability Advisory Committee, city staff, and City Council to educate, answer questions, and solicit feedback. This task will be led by the Project Manager and consulting team.
4. **Final Wrap Up (April 2024 -June 2024):** The team will present the final report to Council and the project will conclude. This timing also aligns with the start of 2025-2026 City budget planning. This task will be led by the Project Manager and consulting team.

Timelines may be accelerated should synergies with other efforts be identified, or work be completed faster than the estimated timing outlined above.



## Attachment B: Budget

Milestone	Milestone and Task Description	Key Deliverables	Expected Completion Date	Commerce Grant Amount
A	Technical consultant solicitation and contract execution	Executed Contract with Consultant	November-23	\$5,000.00
B	Feasibility Study Data Collection and Stakeholder Engagement	Facility list	December-23	\$35,000.00
		Load profiles for each facility		
		Site visit photos for each facility (compiled)		
C	Feasibility Study Report	Draft Feasibility Study Report	March-24	\$37,000.00
		Meeting minutes from Environmental Sustainability Advisory Committee; City Council presenting information		
D	Final Wrap Up	Final Feasibility Study Report	June-24	\$23,000.00
		Meeting minutes for City Council		
			<b>Total</b>	<b>\$100,000.00</b>



## **Attachment C: Proviso Governing this Program**

Engrossed Substitute Senate Bill 5693; 68th Legislature, 2023 Regular Session  
2023-2025 Operating Budget  
Section 132

(4) \$37,000,000 of the general fund—state appropriation for fiscal year 2024 and \$37,000,000 of the general fund—state appropriation for fiscal year 2025 are provided solely for grants to increase solar deployment and installation of battery storage in community buildings to enhance grid resiliency and provide backup power for critical needs, such as plug load and refrigeration for medication, during outages or to provide incentives to support electric utility demand response programs that include customer-sited solar and battery storage systems. Eligible uses of the amounts provided in this subsection include, but are not limited to, planning and predevelopment work with vulnerable, highly impacted, and rural communities. For the purposes of this subsection "community buildings" means K-12 schools, community colleges, community centers, recreation centers, libraries, tribal buildings, state and local government buildings, and other publicly owned infrastructure.